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**EXECUTIVE SESSION – 7:00 P.M.**

- **COLLECTIVE BARGAINING SECTION 2(C)(2) &**
- **SALE OR LEASE OF REAL ESTATE SECTION 2(C)(6) 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**

February 7, 2011

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — January 17, 2011
6. Receiving of Communications
7. Mayor's Report
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — 10-11-16
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 Granting a One (1) Year Extension to the Previously Approved Minor Amendment to an Approved Planned Unit Development (Darien Towne Centre PUD, 2189 75th Street, Illinois, Amvets Collection Center at Wal-Mart)
- B. Consideration of a Motion to Approve an Ordinance Approving a Special Use to the Darien Zoning Ordinance (PZC 2010-16 2425 75<sup>th</sup> Street, Smashburger)
- C. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2010-17: 1133 James Peter Court)
- D. Consideration of a Motion to Approve a Resolution Accepting a Proposal From Plotke Asphalt Inc for the Removal and Replacement of Bituminous Aprons and Road Patches as Required for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
- E. Consideration of a Motion to Approve A Resolution Accepting a Proposal from Kieft Brothers Inc for Culvert Metal Pipes, Metal Bands and Metal Flared End Sections and Fitting for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
- F. Consideration of a Motion to Approve A Resolution Accepting a Proposal from Land and Lakes Company for Certain Generated Waste from Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
- G. Consideration of a Motion to Approve A Resolution Accepting a Proposal from DAS Enterprises Inc. to Provide Trucking Services Relating to Hauling Waste for a Period of May 1, 2011 through April 30, 2012
- H. Consideration of a Motion to Approve A Resolution Accepting a Proposal from C & M Pipe Supply for High Density Polyethylene Pipes (HDPE), Flared End Sections, and Fitting for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
- I. Consideration of a Motion to Approve A Resolution Accepting a Proposal for the Purchase of Stone at the Proposed Unit Prices from E.D. Siebert Trucking Service Inc. for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
- J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from All Star Maintenance at the Proposed Schedule of Prices for the Placement of Topsoil and for the Purchase and Placement of Fertilizer and Sod for Landscape Restoration Services for a Period of May 1, 2011 through April 30, 2012
- K. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Beary Landscaping at the Proposed Schedule of Prices for the Placement of Topsoil and for the Purchase and Placement of Fertilizer and Sod for Landscape Restoration Services for a Period of May 1, 2011 through April 30, 2012

15. Consent Agenda (**CONTINUED**)
  - L. Consideration of a Motion to Approve A Resolution Accepting a Proposal for the Purchase of Stone at the Proposed Unit Prices from Vulcan Construction Materials Inc. for CA-6 and CA-7 Stone Delivered to the City of Darien for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
  - M. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Norwalk Tank Company for Storm Sewer Structures, Iron Sewer Gates, Concrete Adjusting Rings for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
  - N. Consideration of a Motion to Approve a Resolution Accepting a Proposal from DuPage Topsoil Inc. at the Proposed Schedule of Prices, for Topsoil for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
  - O. Consideration of a Motion to Approve a Resolution Accepting a Proposal from DAS Enterprises Inc. at the Proposed Schedule of Prices, for Topsoil for Various Public Works Projects for a Period of May 1, 2011 through April 30, 2012
16. New Business
  - A. Consideration of a Motion to Approve a Resolution to Enter into an Agreement with Veolia Environmental to Provide Residential Refuse Hauling beginning April 1, 2011 Through March 31, 2015 with Two Option Years
  - B. Consideration of a Motion to Approve Sale of property
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 JANUARY 17, 2011 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:27 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JANUARY 17, 2011**

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 City Clerk Coleman was as follows:

Present:	Halil Avci	Sylvia McIvor
	John Galan	John F. Poteraske, Jr.
	Carolyn A. Gattuso	Ted V. Schauer
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor  
Joanne F. Coleman, City Clerk  
Michael J. Coren, City Treasurer  
Bryon D. Vana, City Administrator  
Scott Coren, Assistant City Administrator  
Daniel Gombac, Director of Community Development/Municipal Services  
John Cooper, Deputy Chief of Police

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

5. **APPROVAL OF MINUTES** – December 20, 2010

It was moved by Alderman Galan and seconded by Alderman Gattuso to approve the minutes of the December 20, 2010 meeting.

Mayor Weaver pointed out that on Page 3, the name of the 2<sup>nd</sup> Place winner of the Home Decorating Contest, Rick Brandeis, was misspelled.

Roll Call:       Ayes:       Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer

                  Nays:       None

                  Absent:      None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

6.    **RECEIVING OF COMMUNICATIONS**

Mayor Weaver submitted, for the record, a letter from Rita Chojnowski of 7213 Bentley Avenue suggesting the brush pick up dates begin in April and continue every other month with the last pick up in October.

On behalf of several residents, Alderman Gattuso thanked Director Gombac for the re-installation of the stop sign at 79<sup>th</sup> and Farmingdale Drive.

7.    **MAYOR’S REPORT**

**A.   2011 CITIZEN OF THE YEAR NOMINATION**

Mayor Weaver invited Alderman Gattuso, City Council Liaison to the 2011 Citizen of the Year Committee, to present the recommendation for the winner of this year’s award.

Alderman Gattuso read the Citizen of the Year Committee letter recommending award of the title of 2011 Citizen of the Year to Robert Klein.

It was moved by Alderman Gattuso and seconded by Alderman Schauer to concur with the 2011 Citizen of the Year Committee’s recommendation, and to award the title of 2011 Citizen of the Year to Robert Klein.

Discussion:     Mayor Weaver commended and expressed gratitude to the 2011 Citizen of the Year Committee on a job well done.

Roll Call: Ayes: Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Alderman Gattuso advised that the Citizen of the Year Coffee and Cake Reception will be held on Tuesday, February 22, 2011 following the City Council Meeting, and the dinner dance will be held on March 5, 2011 at Alpine Banquets at a ticket price of \$30.

Mayor Weaver pointed out that the City Council Meeting will be held on Tuesday, February 22 rather than Monday, due to the Presidents Day Holiday.

**B. MAYORAL PROCLAMATION “LAKEVIEW JUNIOR HIGH CROSS COUNTRY TEAM DAY”**

Mayor Weaver read into the record a Proclamation declaring January 17, 2011 as **Lakeview Junior High Cross Country Team Day** in the City of Darien in recognition of the hard work and accomplishments of these athletes over the past year.

There was resounding applause from the City Council and audience. Photographs of the Lakeview Junior High School Cross Country Boys Team and the Lakeview Junior High School Cross Country Girls Team with their coach, Paul Rodda, were taken with Mayor Weaver.

Mayor Weaver commended and congratulated the students on their accomplishments and the parents on their involvement.

**C. DARIEN CHAMBER OF COMMERCE REPORT**

Mayor Weaver announced that a new feature which will be added to the Mayors Report on the second meeting date of each month is to spotlight two Darien businesses. Mayor Weaver invited Clare Bongiovanni to come forward to provide the Darien Chamber of Commerce Report.

Clare Bongiovanni, Business Outreach Coordinator of the Darien Chamber of Commerce, announced that Kumon Math and Reading Center, a new Chamber

Member, will be moving into the Chestnut Court Shopping Center in the near future. A report on the recent and upcoming programs and events of the Darien Chamber of Commerce was provided. Five and ten year milestone Darien Chamber Members were recognized. Ms. Bongiovanni announced that Mary Kay Slowikowski is a new Darien Chamber of Commerce Board Member. Ms. Bongiovanni advised that there will be just one business highlighted this evening, and introduced Charlotte Perry of Off-Site Office Assistance.

Charlotte Perry, an eighteen year resident of Darien and owner of Off-Site Office Assistance, provided information on her credentials and the services offered by her company.

Mayor Weaver extended gratitude to St. Johns Lutheran Church for hosting Coffee with the Mayor this past Saturday. There was an excellent crowd in attendance with very good questions. Mayor Weaver feels that St. Johns Lutheran Church, in their efforts to give back to the community, will prove to be a wonderful resource. Currently, St. Johns has invested in a comfort dog which will be offered to any family or individual who will benefit from a visit.

8. **CITY CLERK'S REPORT**

City Clerk Coleman...

...advised that although vehicle stickers are not required in the City of Darien, they are available for a \$3 donation at City Hall and the Police Department. This year the vehicle stickers were provided by the Rotary Club and all proceeds benefit their organization. Clerk Coleman advised that the stickers were designed by a student of Lace School.

...invited all to attend Coffee with the Mayor on Saturday, February 19, 2011 at Dunkin' Donuts located at 7516 Cass Avenue.

...the ballot for the Consolidated Election of April 5, 2011 has been certified and the referendum question filed with the DuPage Board of Election Commission.

Alderman Avci advised that a contest for vehicle sticker design was conducted amongst the third graders. The proceeds from the vehicle stickers will be shared by both the Rotary Club and School District 61. Alderman Avci added that, in addition to City Hall and the Police Department, vehicle stickers are also available at Citizens and Republic Banks.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

In response to Alderman Gattuso, Director Gombac advised that the city has a good supply of salt.

In response to Alderman Poteraske, Director Gombac advised that streets will be salted this evening.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 10-11-15**

It was moved by Alderman Galan and seconded by Alderman Gattuso to approve payment of Warrant Number 10-11-15 in the amount of \$300,834.79 from the General Fund; \$138,485.39 from the Water Fund; \$88,103.57 from the Motor Fuel Tax Fund; \$35,674.15 from the Darien Area Dispatch Fund; \$209,941.96 from the Capital Improvement Fund; \$478,714.06 from the General Fund Payroll for the period ending 12/30/2010 & 01/13/2011; \$46,399.86 from the Water Fund Payroll for the period ending 12/30/2010 & 01/13/2011; \$62,539.01 from the D.A.D.C. Fund Payroll for the period ending 12/30/2010 & 01/13/2011 for a total to be approved of \$1,360,692.79.

Discussion: Alderman Poteraske inquired why the city is using an outside source for sidewalk snow shoveling and salting. Director Gombac responded that when snow plow operations are in effect, additional man power is sometimes needed for these tasks. Administrator Vana pointed out that there are times when sidewalk shoveling and salting duties are performed by employees. In response to Alderman Poteraske, Director Gombac advised that the services of the outside company are generally prearranged by the Municipal Services Superintendent.

Alderman Poteraske asked for an explanation of the payment to Donald Schultz for Wage and Benefit Analysis. Administrator Vana responded that the expense was for the assemblage of salary and benefit information from a number of comparable communities for police negotiations.



Roll Call: Ayes: Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. TREASURER’S MONTHLY REPORT – DECEMBER, 2010**

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of December, 2010: General Fund Revenue \$9,047,372; General Fund Expenditures \$8,936,083; Current General Fund Balance \$3,360,014; Water Fund Revenue \$3,750,457 Water Fund Expenditures \$2,542,890; Current Water Fund Balance \$1,419,810; Motor Fuel Tax Fund Revenue \$518,897; Motor Fuel Tax Fund Expenditures \$283,494; Current Motor Fuel Tax Fund Balance \$186,659; Water Depreciation Fund Revenue \$2,289; Water Depreciation Fund Expenditures \$609,128; Current Water Depreciation Fund Balance \$133,875; Capital Improvement Fund Revenue \$1,901,764; Capital Improvement Fund Expenditures \$2,111,343; Current Capital Improvement Fund Balance \$305,685; Capital Projects Debt Service Fund Revenue \$105,534; Capital Projects Debt Service Fund Expenditures \$147,285; and a current fund balance of \$2,193.

Alderman Avci inquired if recent passage of the increase in income tax will have any implication on the city’s revenue from the state.

Treasurer Coren responded that the increase in the income tax should have no impact on the city’s finances.

12. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Alderman Marchese announced that the next meeting of the Municipal Services Committee is scheduled to take place on Monday, January 24, 2011 at 6:30 P.M. in the Council Chambers. Director Gombac advised that one of the agenda items involves a brief tour of the Public Works Facility. Alderman Marchese added that the tour will provide an opportunity to view the equipment and enable better budget decisions by the committee. Alderman Marchese invited all the aldermen to participate in the tour.

**Police Committee** — Alderman McIvor submitted the minutes of the Police Committee Meeting of December 7, 2010 and announced that the next meeting is scheduled to take place on Thursday, February 3, 2011 at 6:00 P.M.

**Administrative/Finance Committee** — Alderman Poteraske announced that the next meeting of the Administrative and Finance Committee Meeting is scheduled to take place on Monday, February 14, 2011 at 6:30 P.M.

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

Mayor Weaver inquired about Clarke Mosquito's competition. Assistant Administrator Coren responded that there is a competitor who currently works for the City of Chicago, Lake County, and several other large contracts. At the present time, they are not servicing the suburbs. Administrator Coren advised that the pricing under the new contract remains the same as the previous agreement.

Alderman Poteraske commented this item was reviewed by the Administrative and Finance Committee, and the reality of the situation is Clarke Mosquito has no competition.

A discussion took place regarding the various types of mosquito abatement treatments.

14. **OLD BUSINESS**

There was no old business to come before the City Council.

15. **CONSENT AGENDA**

Mayor Weaver announced that Item B under the Consent Agenda has been removed from the agenda, Item C has been moved to New Business as Item A, and Item D is now Item B.

Mayor Weaver reviewed the items on the Consent Agenda for the benefit of the viewing audience.

It was moved by Alderman Avci and seconded by Alderman Gattuso to approve by Omnibus Vote the following items on the Consent Agenda:

**A. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN LIONS CLUB**

**B. RESOLUTION NO. R-1-11**

**CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION TO ENTER INTO AN AGREEMENT WITH CLARKE MOSQUITO FOR THREE YEARS**

Roll Call: Ayes: Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0  
**MOTION DULY CARRIED**

16. **NEW BUSINESS**

It was moved by Alderman Poteraske and seconded by Alderman Marchese to approve the following motion.

**A. CONSIDERATION OF A MOTION TO ACCEPT PROPOSAL FOR AUDITING SERVICES**

Discussion: In response to Alderman Avci’s concerns with continuation of auditing services from Sikich, a very lengthy discussion took place. It was noted by Treasurer Coren that, if dissatisfied, the contract may be broken by the city at any time.

Roll Call: Ayes: Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer

Nays: Avci

Absent: None

Results: Ayes 6, Nays 1, Absent 0  
**MOTION DULY CARRIED**

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

Alderman Marchese announced that the Darien Historical Society is hosting their “Sunday Dinner” on January 30 at Alpine Banquets from 1 P.M. to 4 P.M. The presenter will be discussing Marshall Fields.

Jim Tikalsky of 8301 Woodland...

...congratulated Bob Klein as the 2011 Citizen of the Year.

...thanked the 2011 Citizen of the Year Committee for their hard work in the selection process.

...thanked the Municipal Services Department snow plow drivers for their fine work.

...on behalf of the Lions Club, Mr. Tikalsky thanked the City Council for waiving the raffle bond requirement.

...as Chairman of the Environmental Committee, feels the City of Darien has the best mosquito abatement program available, and thanked the City Council for all their fine efforts.

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:40 P.M.

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Mayor

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City Clerk

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All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 01-17-11.  
Minutes of 01-17-11 CCM

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
February 7, 2011**

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>\$50,521.25</b>
Water Fund		<b>\$192,795.57</b>
Motor Fuel Tax Fund		<b>\$54,993.81</b>
Water Depreciation Fund		
Darien Area Dispatch Fund		<b>\$1,604.00</b>
Capital Improvement Fund		<b>\$5,015.50</b>
Debt Service Fund		
Special Service Area Tax Fund		
Drug Forfeiture Fund		
	<b>Subtotal:</b>	<b><u>\$ 304,930.13</u></b>

General Fund Payroll	1/27/2011	\$ 215,707.17
Water Fund Payroll	1/27/2011	\$ 17,612.08
D.A.D.C. Payoll	1/27/2011	\$ 24,641.32
	<b>Subtotal:</b>	<b><u>\$ 257,960.57</u></b>

<b>Total to be Approved by City Council:</b>	<b><u>\$ 562,890.70</u></b>
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*Approvals:*

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Kathleen Moesle Weaver, Mayor

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Joanne F. Coleman, City Clerk

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Michael J. Coren, Treasurer

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Bryon D. Vana, City Administrator

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Administration  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	REPLACEMENT COMPUTER FOR MECHANIC	Consulting/Professional	977.00	4325
AIS	PARTS	Consulting/Professional	15.00	4325
AIS	COMPUTER SERVICE & PARTS	Consulting/Professional	3,102.50	4325
AIS	REPLACEMENT COMPUTER FOR SERGEANT	Consulting/Professional	977.00	4325
AIS	PARTS	Consulting/Professional	30.00	4325
ALL-STAR MAINTENANCE	SHOVELING AND SALTING AT CITY HALL AND POLICE	Maintenance - Grounds	330.00	4227
ALL-STAR MAINTENANCE	HERITAGE CENTER SNOW REMOVAL JAN 7-24, 2011	Maintenance - Grounds	950.00	4227
BOMBA GARGANO VALUATION, INNC.	PROPERTY APPRAISAL - 1033 S. FRONTAGE ROAD	Contingency	1,200.00	4330
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	2,585.51	4267
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Vehicle (Gas and Oil)	98.00	4273
CHICAGO METROPOLITAN FIRE PREV	QUARTERLY FIRE ALARM MONITORING - JAN 1 THRU MAR 31, 2011	Telephone	252.00	4267
DUPAGE COUNTY RECORDER	RECORDING FEE R2011-002949 RELEASE OF LIEN 7317 CAPITOL DR	Consulting/Professional	9.00	4325
EMBASSY REFRESHMENT SERVICE	COFFEE	Supplies - Other	111.00	4257
FOX VALLEY FIRE & SAFETY	ANNUAL FIRE ALARM INSPECTION - 1702 PLAINFIELD ROAD	Maintenance - Building	225.00	4223

CITY OF DARIEN  
 Expenditure Journal  
 General Fund  
 Administration  
 From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
I.R.M.A.	DEDUCTIBLE, STORAGE TANK INSURANCE, VOLUNTEER INSURANCE	Liability Insurance	527.00	4219
IL DIRECTOR OF EMPLOY SECURITY	D.C. NUMBER 611012813 - FOURTH QUARTER OF 2010	Salaries	2,695.00	4010
INDUSTRIAL ELECTRICAL SUPPLY	LIGHTS FOR COUNCIL CHAMBER	Maintenance - Building	66.00	4223
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,753.76	4267
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	65.93	4223
OFFICE DEPOT	SUPPLIES	Supplies - Office	71.50	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	51.86	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	28.30	4253
RAGS ELECTRIC	INSTALL GFI RECEPTICLES @ CITY HALL & WORK AT HERITAGE CENTE	Maintenance - Grounds	155.54	4227
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 9633 DAR - 2011 CONCRETE PROGRAM	Legal Notices	133.62	4221
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 9688 DAR -2011 ROADSIDE DITCH REGARDING PROGRAM	Legal Notices	153.39	4221
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	196.20	4223
UNLIMITED GRAPHICS	ACCOUNTS PAYABLE CHECKS	Supplies - Office	540.89	4253
UNLIMITED GRAPHICS	W-2 FORMS AND ENVELOPES	Supplies - Office	309.00	4253
Total Administration			17,610.00	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DARIEN PUBLIC SCHOOLS DIST 61	BUS SERVICE - HALLOWEEN PARTY & HOLIDAY LIGHTS TOUR	Trolley Contracts	353.91	4366
		Total City Council	353.91	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	REIMBURSABLE ENGINEERING SERVICES - 6818 ROUTE 83	Const/Prof Reimbursable	220.00	4328
CHRISTOPHER B. BURKE ENG, LTD	REIMBURSABLE ENGINEERING SERVICES - 130 PLAINFIELD	Const/Prof Reimbursable	100.00	4328
OFFICE DEPOT	SUPPLIES	Supplies - Office	<u>62.28</u>	4253
		Total Community Development	382.28	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
A & P GREASE TRAPPERS	CLEAN MUD PITS & 1500 GALLON HOLDING TANK AT PW	Maintenance - Building	460.00	4223
A & P GREASE TRAPPERS	PUMP 1500 GALLON TANK & FLOOR DRAINS & PITS	Maintenance - Building	460.00	4223
AIRGAS NORTH CENTRAL	BRASS GAUGE	Maintenance - Equipment	11.85	4225
ALLIED MUNICIPAL SUPPLY	STREET SIGN POSTS & CAPS	Maintenance - Equipment	721.67	4225
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	68.30	4229
CHRISTOPHER B. BURKE ENG, LTD	PUBLIC WORKS SANITARY EXTENSION	Consulting/Professional	1,260.00	4325
CHRISTOPHER B. BURKE ENG, LTD	CLARENDON HILLS STORM SEWER	Consulting/Professional	258.20	4325
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	136.78	4219
CLIFFORD-WALD COMPANY	LARGE COPY MACHINE REPAIR- CUST #887000	Maintenance - Equipment	159.25	4225
COM ED	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	11.38	4359
COM ED	ACCT NO. 6753122017	Street Light Oper & Maint.	144.72	4359
CULLIGAN	WATER & FILTER RENTAL	Maintenance - Building	74.43	4223
EXELON ENERGY INC.	STREET LIGHTING	Street Light Oper & Maint.	1,948.52	4359
EXELON ENERGY INC.	STREET LIGHTING	Street Light Oper & Maint.	1,274.44	4359
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM SERVICES - 1041 S. FRONTAGE ROAD	Maintenance - Building	37.50	4223
FOX VALLEY FIRE & SAFETY	ANNUAL FIRE ALARM INSPECTION - 1041 S. FRONTAGE	Maintenance - Building	200.00	4223
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - GREEN VALLEY	Street Light Oper & Maint.	64.00	4359
GERBER AUTO GLASS	REPLACE REAR GLASS IN TRUCK	Maintenance - Vehicles	271.97	4229
GRAINGER	BANNER CLIP SUPPLIES	Maintenance - Equipment	47.57	4225

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
GRAINGER	BANNERS	Maintenance - Equipment	13.70	4225
GRAINGER	TRUCK #103 HYDRAULIC LINE REPAIR	Maintenance - Vehicles	19.28	4229
I.R.M.A.	DEDUCTIBLE, STORAGE TANK INSURANCE, VOLUNTEER INSURANCE	Liability Insurance	1,680.07	4219
JAMES HERMAN	UNIFORMS	Uniforms	64.64	4269
JOLIET SUSPENSION	REPAIR PARTS	Maintenance - Vehicles	602.56	4229
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Maintenance - Equipment	465.01	4225
LINDCO EQUIPMENT SALES, INC.	WAUSAU CUTTING EDGE	Maintenance - Equipment	572.60	4225
LINDCO EQUIPMENT SALES, INC.	WAUSAU CUTTING EDGE	Maintenance - Equipment	572.60	4225
MIDWAY TRUCK PARTS	REPAIR PARTS	Maintenance - Vehicles	188.00	4229
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	668.02	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	97.12	4223
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	180.82	4257
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Equipment	25.53	4225
PATTEN INDUSTRIES, INC.	HYDRAULIC OIL FOR BACK HOE	Maintenance - Equipment	238.88	4225
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Equipment	181.65	4225
RED WING SHOES	BOOTS	Liability Insurance	206.99	4219
RED WING SHOES	UNIFORMS - PANTS	Uniforms	68.00	4269
RENDEL'S GMC, INC.	REPAIR PARTS	Maintenance - Vehicles	309.25	4229
RENDEL'S GMC, INC.	REPAIR PARTS	Maintenance - Vehicles	244.74	4229
RIC MAR INDUSTRIES, INC.	SPILLY PADS	Maintenance - Building	190.98	4223
ROBERT L. SARSFIELD	18 VOLT SLIDE ON BAT	Small Tools & Equipment	209.90	4259
TRAFFIC CONTROL AND PROTECTION	SIGN POSTS & STOP SIGNS	Maintenance - Equipment	591.00	4225
TRAFFIC CONTROL AND PROTECTION	SIGNS	Maintenance - Equipment	143.79	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
UNIQUE PRODUCTS & SERVICE CORP	PAPER PRODUCTS	Maintenance - Building	217.11	4223
VERMEER-ILLINOIS, INC	CLIPPER BLADE SHARPENING	Maintenance - Equipment	180.00	4225
WEST SIDE EXCHANGE	SNOW PLOW BLADES	Maintenance - Equipment	541.86	4225
WESTOWN AUTO SUPPLY COMPANY	PARTS	Maintenance - Vehicles	430.75	4229
		Total Public Works, Streets	16,515.43	

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A CORPORATE PRINTING SERVICE	POSTCARDS FOR RECORDS DEPARTMENT	Printing and Forms	74.50	4235
ARBORETUM VIEW ANIMAL HOSPITAL	VETERINARIAN SERVICES - QUANDO & ROLF	Maintenance - Equipment	1,121.29	4225
BRIAN BISCHOFF	UNIFORM ALLOWANCE	Uniforms	201.58	4269
CAROL KOPTA	SLEAP MEETING & MILEAGE TO AND FROM LISLE	Travel/Meetings	18.64	4265
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	751.97	4229
CHIEF SUPPLY CORPORATION	TWO TINT METERS WITH CASE	Investigation and Equipment	150.97	4217
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD ROAD - 10/26/10 TO 12/28/10	Utilities (Elec,Gas,Wtr,Sewer)	132.88	4271
DUPAGE JUVENILE OFFICERS' ASSN	FOYLE-PRICE	Training and Education	20.00	4263
DUPAGE JUVENILE OFFICERS' ASSN	GLOMB	Training and Education	20.00	4263
DUPAGE JUVENILE OFFICERS' ASSN	CAMPO	Training and Education	20.00	4263
EV TECHNOLOGIES	SIREN SPEAKER REPLACED	Maintenance - Vehicles	28.00	4229
HR SIMPLIFIED	COBRA NOTIFICATION	Liability Insurance	25.00	4219
IL DIRECTOR OF EMPLOY SECURITY	D.C. NUMBER 611012813 - FOURTH QUARTER OF 2010	Salaries - Officers	2,385.00	4020
IL SECRETARY OF STATE POLICE	NEW CONFIDENTIAL PLATES D12 VIN 2FAFP71W54X100853	Maintenance - Vehicles	99.00	4229
INTERNATIONAL ASSN CHIEFS POL.	MEMBERSHIP DUES - JAN TO DEC 31, 2011 - JOHN B. COOPER	Dues and Subscriptions	120.00	4213
INTERNATIONAL ASSN CHIEFS POL.	MEMBERSHIP DUES - JAN-11 TO DEC-11 - DAVID E. SKALA	Dues and Subscriptions	120.00	4213
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - FOYLE-PRICE	Uniforms	9.00	4269

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - STOCK	Uniforms	49.99	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - SKWERES	Uniforms	120.49	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - BORSILLI	Uniforms	41.50	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - NORTON	Uniforms	109.00	4269
KALE UNIFORMS	WHITE GLOVES	Uniforms	69.30	4269
KALE UNIFORMS	UNIFORM ALLOWANCE	Uniforms	83.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - GLOMB	Uniforms	216.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - LISKA	Uniforms	6.95	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - FALCO	Uniforms	3.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - PAVELCHIK	Uniforms	129.45	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - BORSILLI	Uniforms	50.44	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - FOYLE-PRICE	Uniforms	17.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - FOYLE-PRICE	Uniforms	59.40	4269
KING CAR WASH	SQUAD WASHES	Maintenance - Vehicles	330.50	4229
LINDA S. PIECZYNSKI	DRAFT OF ANSWER TO DISCOVERY 100V8596 1/14	Liability Insurance	65.00	4219
LINDA S. PIECZYNSKI	CONFERENCE W/HAGGERTY 1/5	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	CONFERENCE W/SCOTT COREN 1/21	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	NOTICE TO WITNESS RE 100V8596 1/13	Liability Insurance	26.00	4219

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LINDA S. PIECZYNSKI	COURT APPEARANCES 1/6, 13, 20 AND 27, 2011	Liability Insurance	1,000.00	4219
LINDA S. PIECZYNSKI	CONFERENCE W/PAGDON (WITNESS) 1/10	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	CONFERENCES W/KAMIMSKAS 1/4 AND 1/6	Liability Insurance	52.00	4219
MASTER-BREW	COFFEE & COFFEE SUPPLIES	Travel/Meetings	124.85	4265
MASTER-BREW	COFFEE SERVICE	Travel/Meetings	81.90	4265
OCE' IMAGISTICS INC.	MAINTENANCE AGREEMENT FOR PERIOD OCT - DEC, 2010	Maintenance - Equipment	131.40	4225
RAY O'HERRON CO. INC OF OBT	RANGE - TASER CARTRIDGES	Investigation and Equipment	295.40	4217
RAY O'HERRON CO. INC OF OBT	TRAINING PISTOLS	Investigation and Equipment	918.00	4217
RAY O'HERRON CO. INC OF OBT	AMMUNITION	Investigation and Equipment	515.00	4217
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - SKALA	Uniforms	150.85	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - RENNER	Uniforms	79.60	4269
RAY O'HERRON CO. INC OF OBT	PATCHES	Uniforms	485.40	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - FOYLE-PRICE	Uniforms	103.85	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - STOCK	Uniforms	25.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHEAURE	Uniforms	107.90	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - STUTTE	Uniforms	61.75	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - SKALA	Uniforms	209.00	4269
RAY O'HERRON CO. INC.	LIGHT ASSEMBLY (6)	Maintenance - Vehicles	159.10	4229
RCM DATA CORPORATION	TONER CARTRIDGE	Supplies - Office	101.18	4253

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RCM DATA CORPORATION	TONER CARTRIDGES	Supplies - Office	199.76	4253
RICK HELLMANN	UNIFORM ALLOWANCE - RICK HELLMANN	Uniforms	107.23	4269
SAM'S CLUB	SUPPLIES	Travel/Meetings	3.98	4265
SAM'S CLUB	SUPPLIES	Travel/Meetings	30.60	4265
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	Investigation and Equipment	87.69	4217
TJ CONEVERA'S, INC.	AMMUNITION	Investigation and Equipment	1,490.40	4217
ULTRA STROBE COMMUNICATIONS	REPLACEMENT OF SIRE AND LICENSE PLATE LED LIGHTS	Maintenance - Vehicles	268.05	4229
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	38.02	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	148.53	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	72.70	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	72.00	4223
WEST SUBURBAN DETECTIVES ASSN	2011 MEMBERSHIP DUES-REED, FOSTER, BOSEK, GLOMB, FOYLE-PRICE	Dues and Subscriptions	75.00	4213
WESTOWN AUTO SUPPLY COMPANY	PARTS	Maintenance - Vehicles	99.55	4229
		Total Police Department	14,049.49	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
COM ED	7515 S. CASS, UNIT D	Maintenance - Equipment	218.88	4225
COM ED	7515 S. CASS, UNIT J - ACCT 7156801032	Maintenance - Equipment	63.80	4225
DUPAGE COUNTY PUBLIC WORKS	SEWER CHARGES - 1702 PLAINFIELD ROAD	Maintenance - Equipment	21.14	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C	Maintenance - Equipment	11.04	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D	Maintenance - Equipment	296.16	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K	Maintenance - Equipment	11.04	4225
NICOR GAS	7515 S. CASS, UNIT J - 11-01-10 THRU 01-03-11	Maintenance - Equipment	(67.66)	4225
RAGS ELECTRIC	INSTALL GFI RECEPTICLES @ CITY HALL & WORK AT HERITAGE CENTE	Maintenance - Grounds	1,055.74	4227
			Total Business District	
				1,610.14
			Total General Fund	
				50,521.25

CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 1/18/2011 Through 2/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A & P GREASE TRAPPERS	PUMP 1500 GALLON TANK & FLOOR DRAINS & PITS	Maintenance - Building	460.00	4223
A & P GREASE TRAPPERS	CLEAN MUD PITS & 1500 GALLON HOLDING TANK AT PW	Maintenance - Building	460.00	4223
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	369.36	4267
CINTAS FIRST AID AND SAFETY CLIFFORD-WALD COMPANY	FIRST AID	Liability Insurance	136.79	4219
	LARGE COPY MACHINE REPAIR- CUST #887000	Maintenance - Equipment	159.25	4225
COM ED	ACCT 3118112014 - 2103 75TH ST PUMP	Utilities (Elec, Gas, Wtr, Sewer)	757.93	4271
COM ED	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec, Gas, Wtr, Sewer)	69.54	4271
CULLIGAN	WATER & FILTER RENTAL	Maintenance - Building	74.43	4223
DUPAGE WATER COMMISSION	DECEMBER 2010 WATER COSTS	DuPage Water Commission	179,586.59	4340
EAST JORDAN IRON WORKS, INC.	71ST & BENTLEY EMERGENCY FIRE HYDRANT REPLACEMENT	Maintenance - Water System	1,900.00	4231
ELMHURST CHICAGO STONE COMPANY	SALT SHED DUMPING FEES FOR SPOILS & STONE FOR MAIN BREAKS	Maintenance - Water System	75.50	4231
ENVIRO-TEST & PERRY LABS	WATER SAMPLES	Quality Control	247.50	4241
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN	Utilities (Elec, Gas, Wtr, Sewer)	47.27	4271
EXELON ENERGY INC.	18W736 MANNING, DARIEN	Utilities (Elec, Gas, Wtr, Sewer)	112.24	4271
EXELON ENERGY INC.	1220 PLAINFIELD ROAD, DARIEN	Utilities (Elec, Gas, Wtr, Sewer)	1,999.67	4271

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
EXELON ENERGY INC.	9S720 LEMONT ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	229.47	4271
EXELON ENERGY INC.	87TH & RIDGE ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	287.56	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	34.81	4271
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM SERVICES - 1041 S. FRONTAGE ROAD	Maintenance - Building	37.50	4223
HACH COMPANY	SAMPLING SUPPLIES (WATER) - ITEM NO. 1451536	Quality Control	29.25	4241
HACH COMPANY	CHLORINE ANALYZER CHEMICAL KITS	Quality Control	199.75	4241
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	136.80	4231
HD SUPPLY WATERWORKS	REPAIR CLAMPS	Maintenance - Water System	653.19	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	136.85	4231
JULIE, INC.	JULIE LOCATES	Consulting/Professional	127.50	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	328.84	4267
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	668.02	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE ACCT 05002110004	Utilities (Elec,Gas,Wtr,Sewer)	412.46	4271
NICOR GAS	1897 MANNING DRIVE, DARIEN ACCT 12344110007	Utilities (Elec,Gas,Wtr,Sewer)	132.34	4271
NICOR GAS	8600 LEMONT ROAD, DARIEN - ACCT 23644110001	Utilities (Elec,Gas,Wtr,Sewer)	339.12	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	252.36	4223
TESTING SERVICES CORP	SOIL TESTING SALT SHED & MAIN BREAK	Maintenance - Water System	1,224.60	4231
UNIQUE PRODUCTS & SERVICE CORP	PAPER PRODUCTS	Maintenance - Building	217.11	4223

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WATER RESOURCES, INC.	METER WIRE AND PARTS	Water Meter Purchases	616.97	4880
WILTJER PLUMBING	INSTALL 1 1/2-INCH METER AT 8337 CAPTONS LANE	Maintenance - Water System	275.00	4231
		Total Public Works, Water	192,795.57	
		Total Water Fund	192,795.57	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORTH AMERICAN SALT CO.	SALT	Salt	16,916.79	4249
NORTH AMERICAN SALT CO.	SALT (THAWROX)	Salt	8,636.85	4249
NORTH AMERICAN SALT CO.	SALT	Salt	3,601.08	4249
NORTH AMERICAN SALT CO.	SALT	Salt	5,202.98	4249
NORTH AMERICAN SALT CO.	SALT	Salt	13,302.25	4249
NORTH AMERICAN SALT CO.	SALT	Salt	<u>7,333.86</u>	4249
		Total MFT Expenses	<u>54,993.81</u>	
		Total Motor Fuel Tax	54,993.81	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	738.72	4267
COMMUNICATION REVOLVING FUND	DECEMBER 2010 LEADS	Data Processing	503.15	4336
DUPAGE COUNTY TREASURER	DECEMBER 2010 DATA PROCESSING FEES	Data Processing	13.74	4336
DUPAGE COUNTY TREASURER	DECEMBER 2010 DATA PROCESSING FEES - LISLE	Data Processing	24.34	4336
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	109.62	4267
RCM DATA CORPORATION	TONER CARTRIDGES	Supplies - Office	214.43	4253
		Total Darien Area Dispatch	1,604.00	
		Total Darien Area Dispatch Center	1,604.00	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 1/18/2011 Through 2/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DAWN COMPANIES, INC.	JETTING & VIDEO TAPING OF 42 STORM SEWER ON CLARENDON HILLS	Ditch Projects	2,317.50	4376
ELMHURST CHICAGO STONE COMPANY	SALT SHED DUMPING FEES FOR SPOILS & STONE FOR MAIN BREAKS	Equipment	1,976.00	4815
GRABAR	SQUARE D PARTS FOR SALT SHED	Equipment	263.00	4815
TESTING SERVICES CORP	SOIL TESTING SALT SHED & MAIN BREAK	Equipment	459.00	4815
		Total Capital Fund Expenditures	5,015.50	
		Total Capital Improvement Fund	5,015.50	
Report Total			304,930.13	

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: February 7, 2011**

**Issue Statement**

Minor PUD Amendment for the Darien Towne Centre PUD: Amvets Collection Center, Wal-Mart, 2189 75th Street: Annual review.

**ORDINANCE**

**Discussion/Overview**

**The Municipal Services Committee recommended approval of this matter at its meeting on January 24, 2011.**

The agenda memo follows as “Additional Information.”

The draft ordinance is attached, granting a 1-year extension.

**Decision Mode**

The Municipal Services Committee considered this item at its meeting on January 24, 2011.

The City Council will consider this item at its meeting on February 7, 2011.

**Additional Information**

**Issue Statement**

Minor PUD Amendment for the Darien Towne Centre PUD: Amvets Collection Center, Wal-Mart, 2189 75th Street: Annual review.

**Planning Discussion/Overview**

The City Council granted a minor amendment to the Darien Towne Centre PUD, Ordinance No. O-04-05, March 7, 2005, to allow an Illinois Amvets Collection Center in the Wal-Mart parking lot. A copy of the ordinance is attached.

The approval was for 1 year. Since then, the City has granted 1-year extensions. The current approval expires



on March 7, 2011.

Over the year, staff has not observed any problems with the collection center. Amvets is seeking approval to continue operating the donation center.

The approvals thus far have been in 1 year increments.

### **Recommendation**

Staff recommends that the Municipal Services Committee make the following motion recommending approval of the extension of the approval originally granted in 2005:

**Based on the submitted petition, the proposed amendment to the Darien Towne Centre PUD does meet the standards of the Darien Zoning Ordinance and, therefore, I move that the Municipal Services Committee recommend to the City Council approval of the request associated with this petition, subject to:**

- 1. Approval extended for a period of 1 year.**

### **Municipal Services Committee – January 24, 2011**

The Municipal Services Committee considered this matter at its meeting on January 24, 2011. The following members were present: Alderman Marchese – Chairman, Alderman John Galan, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Others present: Michael Coren – City Treasurer

Michael Griffith, Senior Planner, reviewed the agenda memo briefly.

The Committee did not have any questions.

**Without further discussion, Alderman Galan made a motion to recommend approval of the petition as presented, subject to Alderman Schauer.**

**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 GRANTING A ONE (1) YEAR EXTENSION  
TO THE PREVIOUSLY APPROVED MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois, Amvets Collection Center  
at Wal-Mart)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 7<sup>th</sup> DAY OF FEBRUARY, 2011**

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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 \_\_\_\_\_, 2011.**

**AN ORDINANCE GRANTING A ONE (1) YEAR EXTENSION  
TO THE PREVIOUSLY APPROVED MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois, Amvets Collection Center  
at Wal-Mart)**

**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**, heretofore, pursuant to Ordinance No. O-18-93, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as the “Darien Towne Centre”; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-4-05, the City granted a minor amendment to the Darien Towne Centre PUD for an Illinois Amvets Collection Center in the Wal-Mart parking lot, for an initial period of one (1) year, which was to be reviewed by the City Council on an annual basis as to the location and to address any operational issues; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-4-05, the City granted one (1) year extensions on February 6, 2006, April 2, 2007, March 3, 2008, March 2, 2009 and February 1, 2010; and

**WHEREAS**, staff has reviewed the collection center location and has not found any operational issues; and

**WHEREAS**, on January 24, 2011, the Municipal Services Committee of the City Council reviewed the petition and forwarded its recommendation of approval of this petition to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant a one (1) year extension 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: Extension of the Previously Approved Minor Amendment to PUD Granted.** The previously granted minor amendment to the approved PUD for the Darien Towne Centre by Ordinance No. O-4-05 is hereby extended for a one (1) year period, at which time the City Council shall review the location and address any operational issues.

**SECTION 2: 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 3: 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 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this  
7<sup>th</sup> day of February, 2011.

ATTEST:

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

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: February 7, 2011**

**Issue Statement**

**PZC 2010-16:**                   **2425 75th Street, Smashburger:** Petitioner seeks approval of a special use to permit an eating establishment within the B-2 Community Shopping Center Business District.

**ORDINANCE**

**PLANS**

**Overview/Discussion**

**Both the Planning and Zoning Commission and the Municipal Services Committee recommended approval of the petition at their respective meetings (public hearing held on January 5, 2011.)**

The full agenda follows as “Additional Information.”

The draft ordinance is attached.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on January 5, 2011.

The Municipal Services Committee considered this item at its meeting on January 24, 2011.

The City Council will consider this item at its meeting on February 7, 2011.

**Additional Information**

**Issue Statement**

**PZC 2010-16:**                   **2425 75th Street, Smashburger:** Petitioner seeks approval of a special use to permit an eating establishment within the B-2 Community Shopping Center Business District.

Applicable Regulations:       Zoning Ordinance, Section 5A-2-2-6: Special Uses

**General Information**

Petitioner: Jim Powell  
GHA Architecture  
14110 Dallas Parkway, #300  
Dallas, TX 75254

Property Owner: Ken Koranda  
7541 Donwood Drive  
Naperville, IL 60540

Property Location: 2425 75th Street

PIN: 09-29-301-034

Existing Zoning: B-2 Community Shopping Center Business District

Existing Land Use: Retail shopping center

Surrounding Zoning and Land Use:

North: R5A Townhouse Residence (Downers Grove) - townhomes

South: B-2 Community Shopping Center Business District and R-3 Multi-Family Residence – bank, townhomes

East: B-3 General Business District – Darien Towne Center shopping center

West: R-4 Single-Family Residence (DuPage County) – single-family, detached home

Comprehensive Plan Update: Commercial

History: The shopping center was building in 2004. The development includes the retail buildings, the bank and the townhomes immediately to the south.

Size of Property: 4.03 acres

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage and access onto 75th Street and Lyman Avenue.

### **Documents Submitted**

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

1. Plans, 5 sheets, prepared by GHA Architecture/Development, dated November 15, 2010.

## **Planning Overview/ Discussion**

The subject property is located at the southwest corner of 75th Street and Lyman Avenue, the Marketplace at Darien shopping center. The proposed restaurant will occupy the space to the east of the Caribou coffee shop.

### *Special Use*

Within the B-2 zoning district, an eating establishment requires special use approval. Prior to a text amendment to the Zoning Ordinance in 2006, an eating establishment was a permitted use within the B-2 zoning district.

The petitioner plans to have an outdoor seating area. Liquor service will require a liquor license through the City Clerk's Office. The City Code does permit outdoor liquor service and consumption, through a permit from the City Clerk's Office.

One concern with eating establishments is adequate parking. A lack of available parking has not been observed at this shopping center. Also, the petitioner would have not chosen this location if they felt there was not enough parking to accommodate their customers. The amount of parking within a shopping center is based on the building square footage of the shopping center and not the individual uses.

The special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the

### **Staff Findings/Recommendations**

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to granted the petition as presented:

**Based upon the submitted petition and the information presented, the request associated with PZC 2010-16 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – January 5, 2011**

The Planning and Zoning Commission considered this matter at its meeting on January 5, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Gloria Jiskra, Ronald Kiefer, John Lind, Raymond Mielkus, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Robert Erickson

Michael Griffith, Senior Planner, reviewed the staff agenda memo and described the location. He stated they plan to have an outdoor patio. He noted that the restaurant has liquor service on their menu and will require a liquor license through the City Clerk's Office. He also explained that the City Code does permit outdoor liquor service and consumption, with a liquor license through the City Clerk's Office. He stated the proposed outdoor seating area appears to meet the requirements to permit outdoor liquor consumption.

Jim Powell, GHA Architects, stated they serve single-serve beer and wine only, no liquor. He stated the restaurant tends to have quick turn around, with 55% of their crowd at lunch. He stated Smashburger is new to the Chicago area, with a few locations already open within the area. He stated the company is based in Denver. He stated the restaurant will have about 80 seats, including the outdoor patio.

Commissioner Vonder Heide asked about the public notice.

Mr. Griffith stated that notices were sent out, which included residents to the south on Abbey Drive and to the north. He stated a few calls were received from people seeing the public hearing sign, but did not state any objections once the matter was explained.

Chairperson Meyer asked about parking.

Mr. Griffith stated that the number of parking stalls is based on the size of the shopping center and not individual uses. He stated the far east and the far west ends of the parking lot tend to be underutilized. He stated it is likely the parking directly in front of the restaurant will fill up, however.

Commissioner Lind asked if the dumpster situation was adequate for the petitioner. He also asked if the patio



furniture was fixed or moveable, and if there would be additional lighting for the patio.

Mr. Powell stated he felt it was. He stated the table and chairs can be moved around. He stated there will not be additional lighting for the patio.

Commissioner Kiefer asked about the hours of operation.

Mr. Powell stated it is generally 10 AM – 10 PM.

Chairperson Meyer asked about cooking odors.

Mr. Powell stated there is a hood system with charcoal filters which will comply with building codes. He stated it will not eliminate all odors.

There were not any comments from the public.

**Without further discussion, Chairperson Hickok made the following motion, seconded by Commissioner Ritzert:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2010-16 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 8-0.  
(Commissioner Erickson was absent.)**

### **Municipal Services Committee – January 24, 2011**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following motion to recommend approval of the petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2010-16 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

### **Municipal Services Committee Review – January 24, 2011**

The Municipal Services Committee considered this matter at its meeting on January 24, 2011. The following members were present: Alderman Marchese – Chairman, Alderman John Galan, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Others present: Michael Coren – City Treasurer

Michael Griffith, Senior Planner, reviewed the staff agenda memo briefly and noted the Planning and Zoning Commission's recommendation. He noted that parking was the main concern brought up by the Commission. He stated that there are underutilized areas of the parking lot to either end of the shopping center. He stated no one from the public was at the public hearing.

Jim Powell, GHA Architecture, representing the petitioner, was present.

There was not anyone from the public to offer comments.

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

**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 SPECIAL USE  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2010-16: 2425 75<sup>th</sup> Street, Smashburger)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 7<sup>th</sup> DAY OF FEBRUARY, 2011**

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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 \_\_\_\_\_, 2011.**

**AN ORDINANCE APPROVING A SPECIAL USE AND VARIATIONS  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2010-16: 2425 75<sup>th</sup> Street, Smashburger)**

-

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

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

**WHEREAS**, the property legally described in Section 1 (the "Subject Property"), is zoned B-2 Community Shopping Center District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use for an eating establishment in the B-2 zoning district; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on January 5, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of January 5, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on January 24, 2011, 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 2425 75<sup>th</sup> Street, Darien, Illinois, and legally described as follows:

LOT 1 IN THE FINAL P.U.D. PLAT OF SUBDIVISION OF MARKETPLACE AT DARIEN, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 2004, DOCUMENT R2004-086670, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-301-034

**SECTION 2: Special Use Granted.** Pursuant to Section 5A-2-2-6: "Special Uses," of the Darien Zoning Ordinance, a special use is hereby granted to allow an eating establishment on the Subject Property.

**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 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this  
7<sup>th</sup> day of February, 2011.

ATTEST:

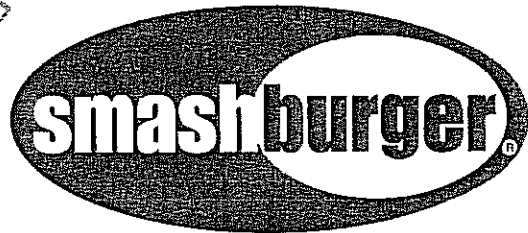
\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

RECEIVED  
 DEC 08 2010  
 DARIEN  
 COMMUNITY DEVELOPMENT



MARKETPLACE AT DARIEN  
 2425 WEST 75TH STREET  
 SUITE B3  
 DARIEN, ILLINOIS 60561  
 STORE # 1111

**LIST OF CONTACTS:**

**ARCHITECT**

GERDES, HENRICHSON & ASSOCIATES  
 14110 DALLAS PARKWAY, SUITE 100  
 DALLAS, TEXAS 75254  
 PH: (972) 239-8884  
 FAX: (972) 239-5054  
 EMAIL: RARON@GHA-ARCHITECTS.COM

**CONTACTS:**  
 RENU ARON

**PLANNING DEPARTMENT**

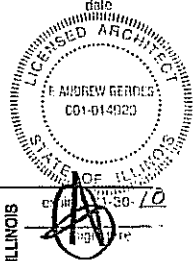
CITY OF DARIEN  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 BUILDING DIVISION  
 1702 PLAINFIELD ROAD

**INDEX TO DRAWINGS:**

REVISION	SHEET	DESCRIPTION
	CS	COVER SHEET, CONTACTS & INDEX
	SP1.0	APPROVED DEVELOPMENT SITE PLAN
	L1.0	LANDSCAPE PLAN
	F1.0	FLOOR PLAN & DETAILS
	F1.1	PATIO ELEVATIONS & DETAILS



Architecture / Development  
 Parkway Plaza I  
 14110 Dallas Parkway  
 Suite 300  
 Dallas Texas 75254  
 Ph: (972) 239-8884  
 Fax: (972) 239-5054



MARKETPLACE AT DARIEN  
 75TH STREET  
 DARIEN, ILLINOIS



DO NOT SCALE DRAWINGS  
 CONTRACTOR TO VERIFY  
 ALL EXISTING CONDITIONS AND  
 DIMENSIONS-NOTIFY ARCHITECT  
 OF ANY DISCREPANCIES PRIOR  
 TO BEGINNING CONSTRUCTION

NO REVISION

PROJECT NUMBER  
 100267.001

SHEET NUMBER  
 CS

DATE OF THIS PRINTING - 11/15/10



MARKETPLACE AT DARIEN  
 75TH STREET  
 DARIEN, ILLINOIS



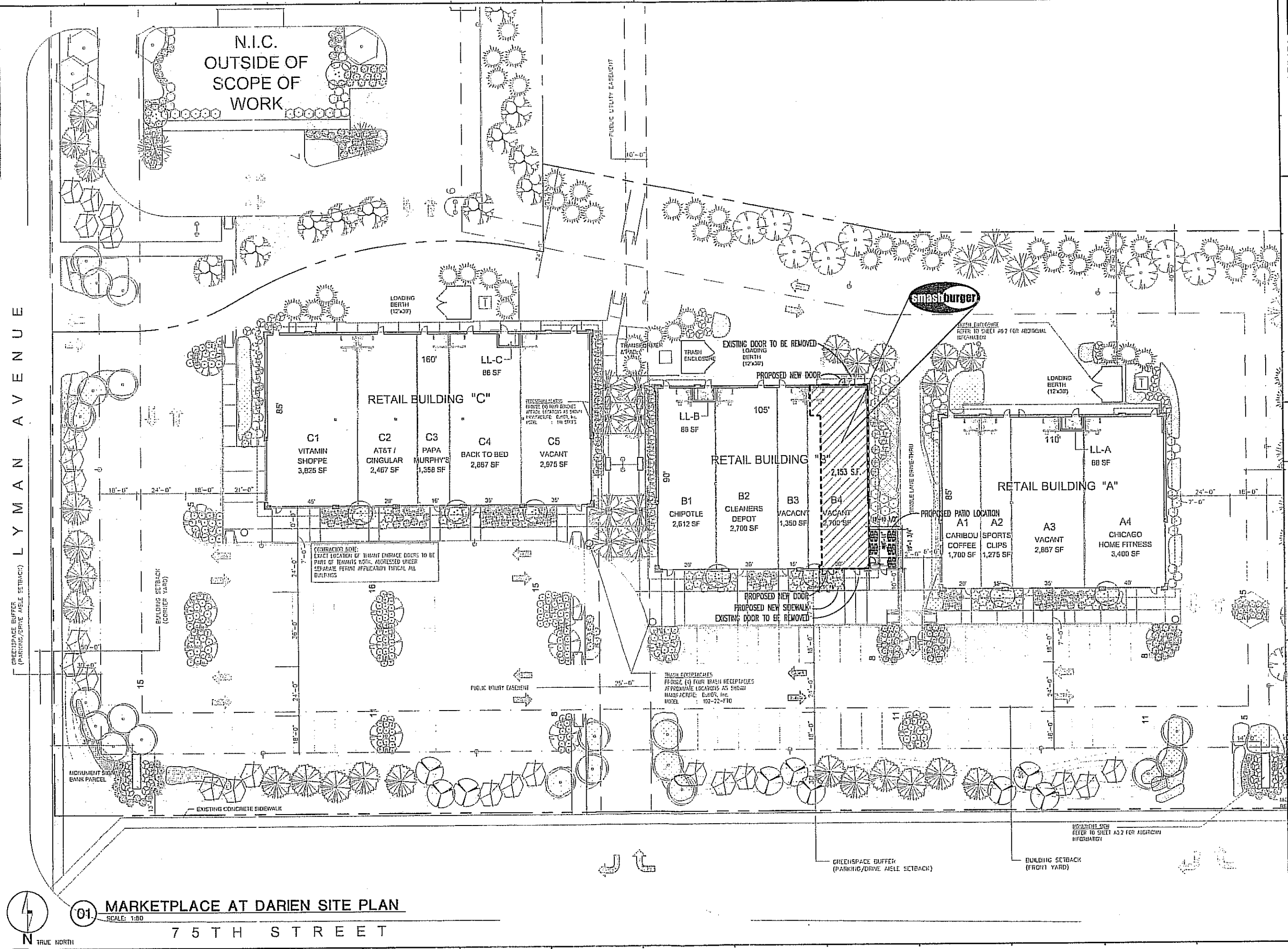
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NO REVISION

PROJECT NUMBER  
 100267.001

SHEET NUMBER  
 SP1.0

DATE OF THIS SETTING - 11/15/10





**01 MARKETPLACE AT DARIEN SITE PLAN**

SCALE: 1:80

75TH STREET

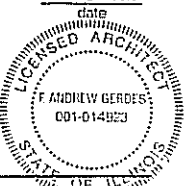


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 50% POST CONSUMER WASTE  
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LANDSCAPE RELOCATION AREA	
	LANDSCAPING TO BE REMOVED = 110 SQ. FT.
	NEW LANDSCAPING = 171 SQ. FT.



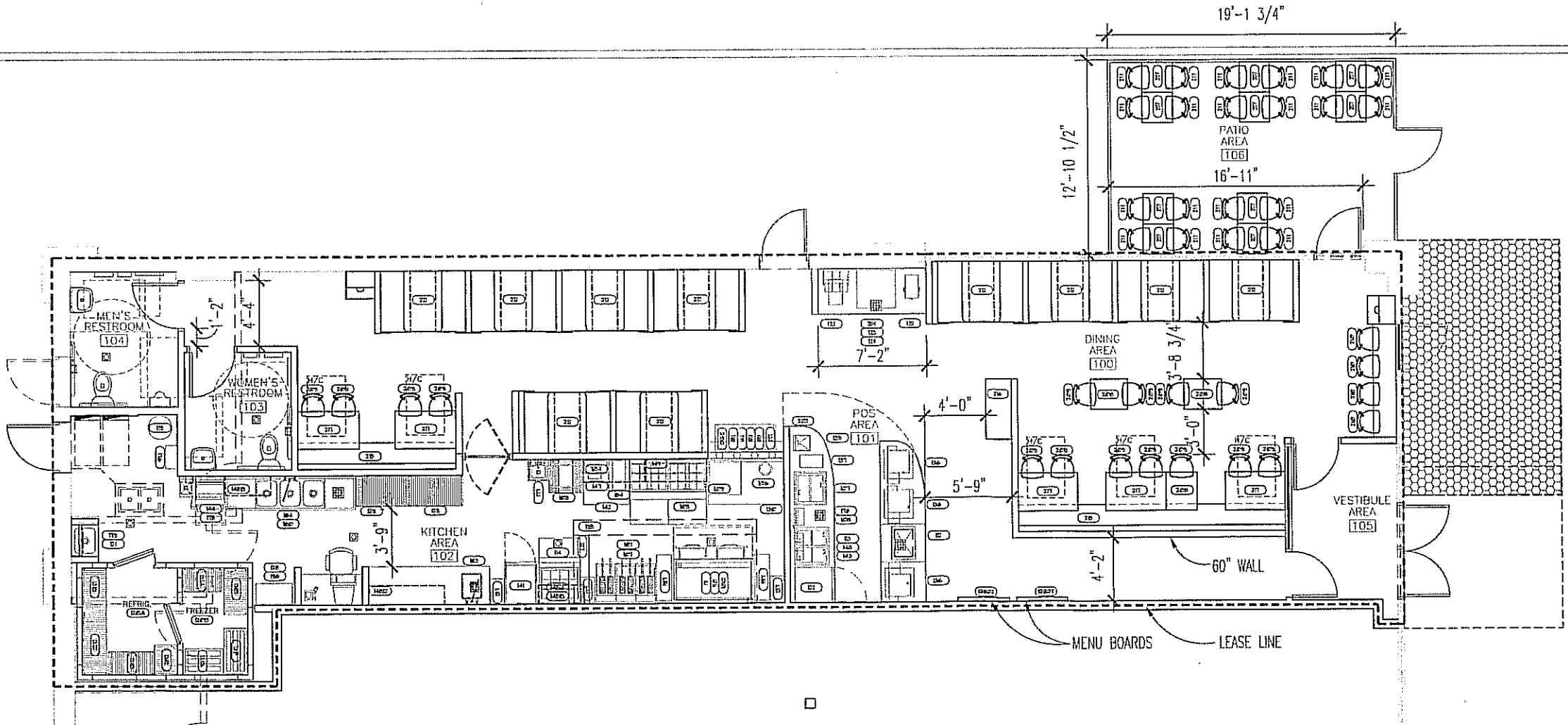
Architecture / Development  
 Parkway Plaza I  
 1410 Dallas Parkway  
 Suite 300  
 Dallas Texas 76254  
 Ph: (972) 250-6054  
 Fax: (972) 250-6054



MARKETPLACE AT DARIEN  
 76TH STREET  
 DARIEN, ILLINOIS



DO NOT SCALE DRAWINGS  
 CONTRACTOR TO VERIFY  
 ALL EXISTING CONDITIONS AND  
 DIMENSIONS-NOTIFY ARCHITECT  
 OF ANY DISCREPANCIES PRIOR  
 TO BEGINNING CONSTRUCTION



**01 LANDSCAPING ANALYSIS**  
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NO REVISION

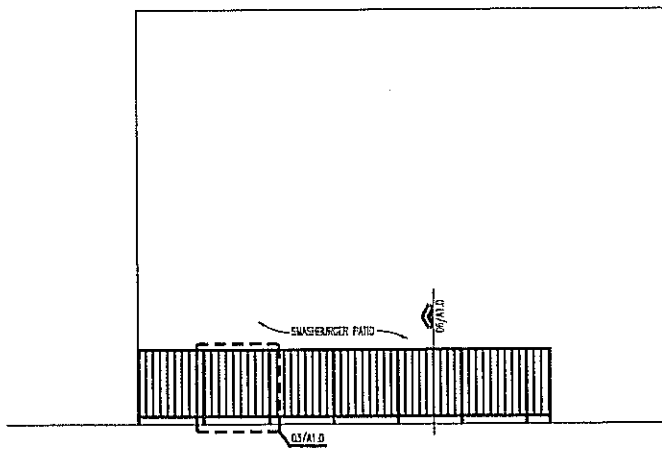
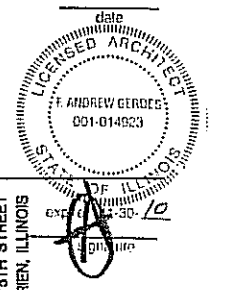
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SHEET NUMBER  
**L1.0**

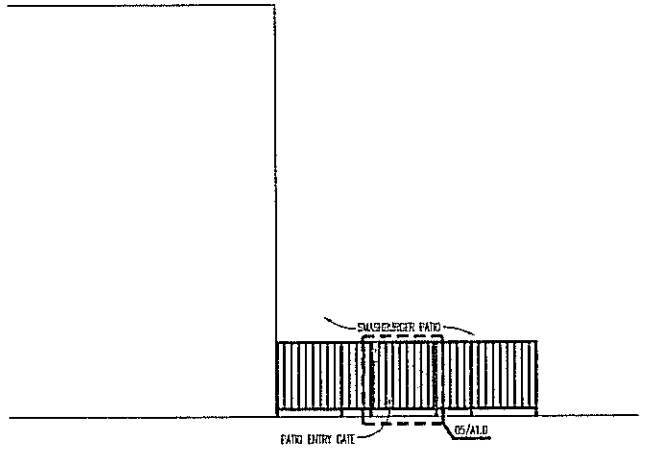
DATE OF THIS PRINTING - 11/15/10

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 DATE: 11/15/10

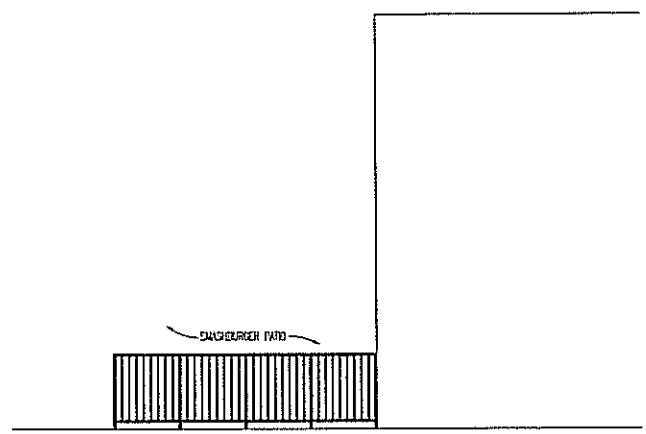




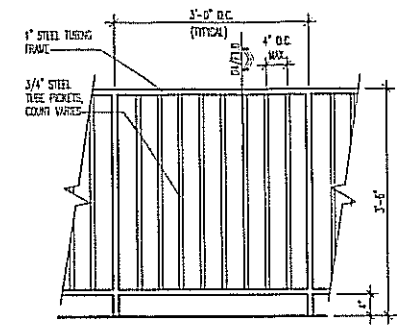
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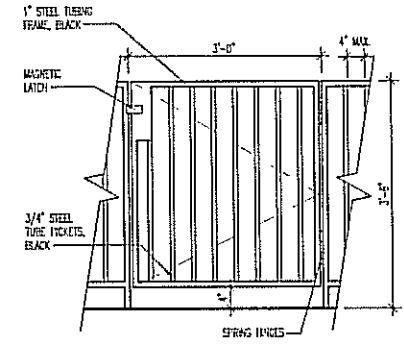
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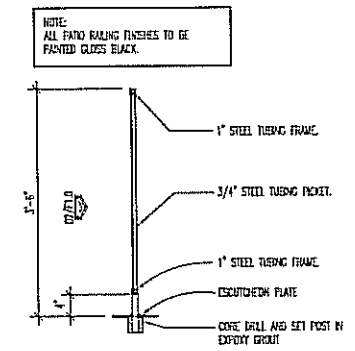
**03 REAR ELEVATION**  
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**04 TYP. RAILING ELEV**  
 SCALE: 3/4"=1'-0"



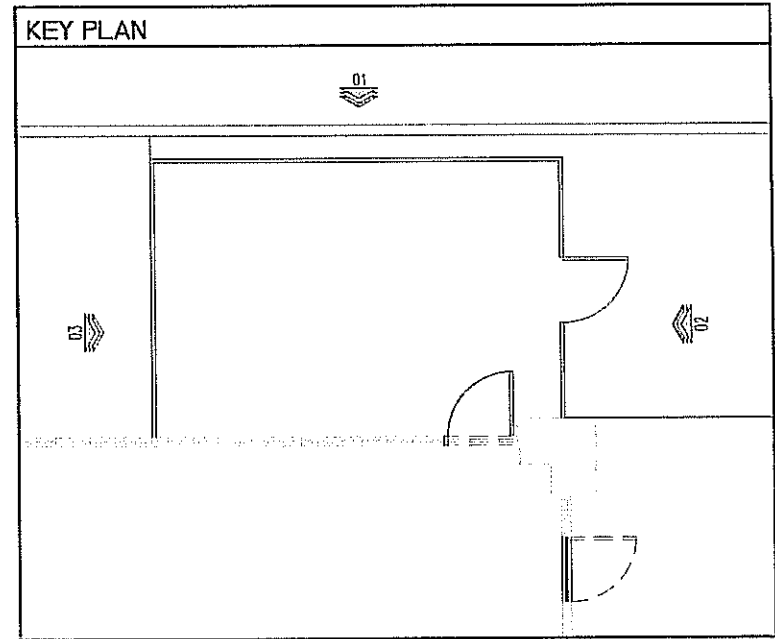
**05 PATIO GATE ELEV**  
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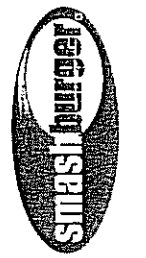
**06 PATIO RAIL SECTION**  
 SCALE: 3/4"=1'-0"

**GENERAL NOTES**

1. THIS PLAN IS TO BE USED FOR THE SOLE PURPOSE OF SHOWING THE LAYOUT OF THE PATIO RAILING ONLY. THE G.C. WILL NEED TO VERIFY & CONFIRM THE OVERALL OF ALL EXTERIOR ELEVATION DIMENSIONAL NETS & COMPASS WITH ENCLOSURE IN THE FIELD.



MARKETPLACE AT DARIEN  
 75TH STREET  
 DARIEN, ILLINOIS



DO NOT SCALE DRAWINGS  
 CONTRACTOR TO VERIFY  
 ALL EXISTING CONDITIONS AND  
 DIMENSIONS-NOTIFY ARCHITECT  
 OF ANY DISCREPANCIES PRIOR  
 TO BEGINNING CONSTRUCTION

NO. REVISION

PROJECT NUMBER  
 100267.001

SHEET NUMBER  
 F1.1

1-TUB-LOCATING  
 2-RIGID-LOCATING  
 3-DRY-LOCATING  
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**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: February 7, 2011**

**Issue Statement**

**PZC 2010-17:**                      **1133 James Peter Court:** Petitioner seeks a variation to reduce the required rear yard setback for a patio from 20 feet to 10 feet.

[ORDINANCE](#)                      [PLAT](#)

**Overview/Discussion**

**Both the Planning and Zoning Commission and the Municipal Services Committee recommended approval of the petition at their respective meetings (public hearing held January 19, 2011.)**

The full agenda memo follows as “Additional Information.”

The draft ordinance is attached.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on January 19, 2011.  
The Municipal Services Committee considered this item at its meeting on January 24, 2011.  
The City Council will consider this item at its meeting on February 7, 2011.

**Additional Information**

**Issue Statement**

**PZC 2010-17:**                      **1133 James Peter Court:** Petitioner seeks a variation to reduce the required rear yard setback for a patio from 20 feet to 10 feet.

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

**General Information**

Petitioner:                              Thomas Papais

Rose Landscape Design, Inc.  
1514 Pine View Court  
Darien, IL 60561

Property Owner: Mayur Shah  
1133 James Peter Court  
Darien, IL 60561

Property Location: 1133 James Peter Court

PIN: 09-27-105-056

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family residence

#### Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence – single-family homes

South: R-2 Single-Family Residence – single-family homes

East: R-2 Single-Family Residence – single-family homes

West: R-2 Single-Family Residence – single-family homes

Comprehensive Plan Update: Low Density Residential

History: None.

Size of Property: 13,000 square feet

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on James Peter Court.

### **Documents Submitted**

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

1. Plat of Survey, 1 sheet, prepared by Ronald W. Scott, Registered Land Surveyor, dated April 21, 2007.

### **Planning Overview/ Discussion**

The subject property is located on the south side of James Peter Court.

The Darien Zoning Ordinance requires patios and decks, which are less than 4 feet above the adjacent grade, to be at least 20 feet from the rear lot line within the R-2 zoning district (the ordinance allows such items to encroach 10 feet into a required rear yard setback.)

The proposed site plan shows the patio 10 feet from the rear lot line, and to be located outside a 10-foot drainage and utility easement running along the rear lot line.

Currently, there are two small decks with stairs that provide access to the rear yard from inside the house. The patio is 48 feet x 16 feet.

Dan Lynch, PE, Christopher B. Burke Engineering, Ltd, the City Engineer, has reviewed the proposed site plan. The City Engineer states the rear yard swale, within the 10-foot public utility and drainage easement is to be maintained. There is approximately 2.5 feet of slope between the house and the rear swale. It will be necessary for the petitioner to submit a drawing with the building permit, showing how they will maintain the swale, assuming the variation petition is approved. A retaining wall may be necessary, along with a silt fence during construction.

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**

Staff does not object to the petition. The proposed site plan maintains the rear yard easement, and the petitioner will be required to provide details showing how the rear swale will be maintained.

The proposed variation will not adversely alter the essential character of the property or of the neighborhood, the proposed variation will not impair the adequate supply of light and air in adjacent property, and will not increase the danger of fire or endanger the public safety.

Therefore, staff recommends the Commission make the following recommendation in favor of the petition:

**Based upon the submitted petition and the information presented, the request associated with**

**PZC 20010-17 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented, subject to the following condition:**

- 1. A plan is to be submitted with the building permit application that shows how the rear yard swale will be maintained, in order to maintain proper drainage.**

### **Planning and Zoning Commission Review – January 19, 2011**

The Planning and Zoning Commission considered this matter at its meeting on January 19, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Absent: Robert Erickson, Gloria Jiskra, Raymond Mielkus

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted that the Zoning Ordinance requires at least a 20-foot rear yard setback for patios and decks. He stated the petitioner is seeking a 10-foot setback. He stated that the City Engineer has reviewed the request and noted that the rear yard swale is to be maintained.

Thomas Papais, Rose Landscape Design Inc., represented the homeowner. He stated the petitioner would like to construct a patio to get more use out of their rear yard. He stated there is currently two small wooden decks which provide access to the rear yard. He stated the rear yard is narrow and to get a functional patio, they need to seek a variation on the setback. He stated they will maintain the drainage.

There was a discussion on the patio materials. Mr. Papais stated it would be a unilock patio.

Shirley Miller, 1126 Timber Lane, stated she is not directly behind the property, but stated her concern with drainage, questioning where the water will go. She stated the setbacks are in place to provide drainage, stating her concern that if every resident on that cul-de-sac asked for the same thing, how drainage would be impacted. She stated she did not have an issue with the patio otherwise.

The Commission discussed drainage, maintaining the swale, existing grades.

Mr. Griffith stated staff will have the City Engineer review the matter before and after the permit is issued to ensure that proper drainage is maintained. He stated the City takes drainage issues seriously.

There was no one else from the public at the meeting to offer comments.

**Without further discussion, Commissioner Hickok made the following motion, seconded by Commissioner Kiefer:**

**Based upon the submitted petition and the information presented, the request associated with PZC 20010-17 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented,**

**subject to the following condition:**

**1. A plan is to be submitted with the building permit application that shows how the rear yard swale will be maintained, in order to maintain proper drainage, per the City Engineer's comments.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 6-0.  
(Commissioners Erickson, Jiskra and Mielkus were absent.)**

### **Municipal Services Committee – January 24, 2011**

Based upon the Commission's recommendation, staff recommends the Committee make the following recommendation to grant the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 20010-17 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition as presented, subject to the following condition:**

**1. A plan is to be submitted with the building permit application that shows how the rear yard swale will be maintained, in order to maintain proper drainage, per the City Engineer's comments.**

### **Municipal Services Committee – January 24, 2011**

The Municipal Services Committee considered this matter at its meeting on January 24, 2011. The following members were present: Alderman Marchese – Chairman, Alderman John Galan, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Others present: Michael Coren – City Treasurer

Michael Griffith, Senior Planner, reviewed the staff agenda memo briefly and noted the Commission's recommendation. He stated that the proposed plan maintains the existing rear yard drainage and utility easement. He stated one resident was at the public hearing and had a concern with drainage and not a concern with the setback. He stated that staff will ensure that proper drainage is maintained.

Thomas Papais, Rose Landscape Design, Inc., representing the petitioner, was present.

Dan Gombac, Director, stated that the subdivision was designed so that the rear yard swales provide the necessary drainage, and that he did not see a problem with drainage.

There was not anyone from the public.

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

**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 2010-17: 1133 James Peter Court)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 7<sup>th</sup> DAY OF FEBRUARY, 2011**

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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 \_\_\_\_\_, 2011.**

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

**(PZC 2010-17: 1133 James Peter Court)**

-



**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-2 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 rear yard setback for a patio from 20 feet to 10 feet; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on January 19, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of January 19, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on January 24, 2011, 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 1133 James Peter Court, Darien, Illinois, and legally described as follows:

LOT 5 IN JAMES PETER COURT SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED JUNE 6, 2005, AS DOCUMENT NUMBER R2005-116915, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-27-105-056

**SECTION 2: Variation from Zoning Ordinance Granted.** A variation from the Zoning Ordinance, Section 5A-5-7-3(C): Permitted Obstructions in Required Yards, In Required Rear Yards, is hereby granted to reduce the required rear yard setback for a patio from 20 feet to 10 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 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this  
7<sup>th</sup> day of February, 2011.

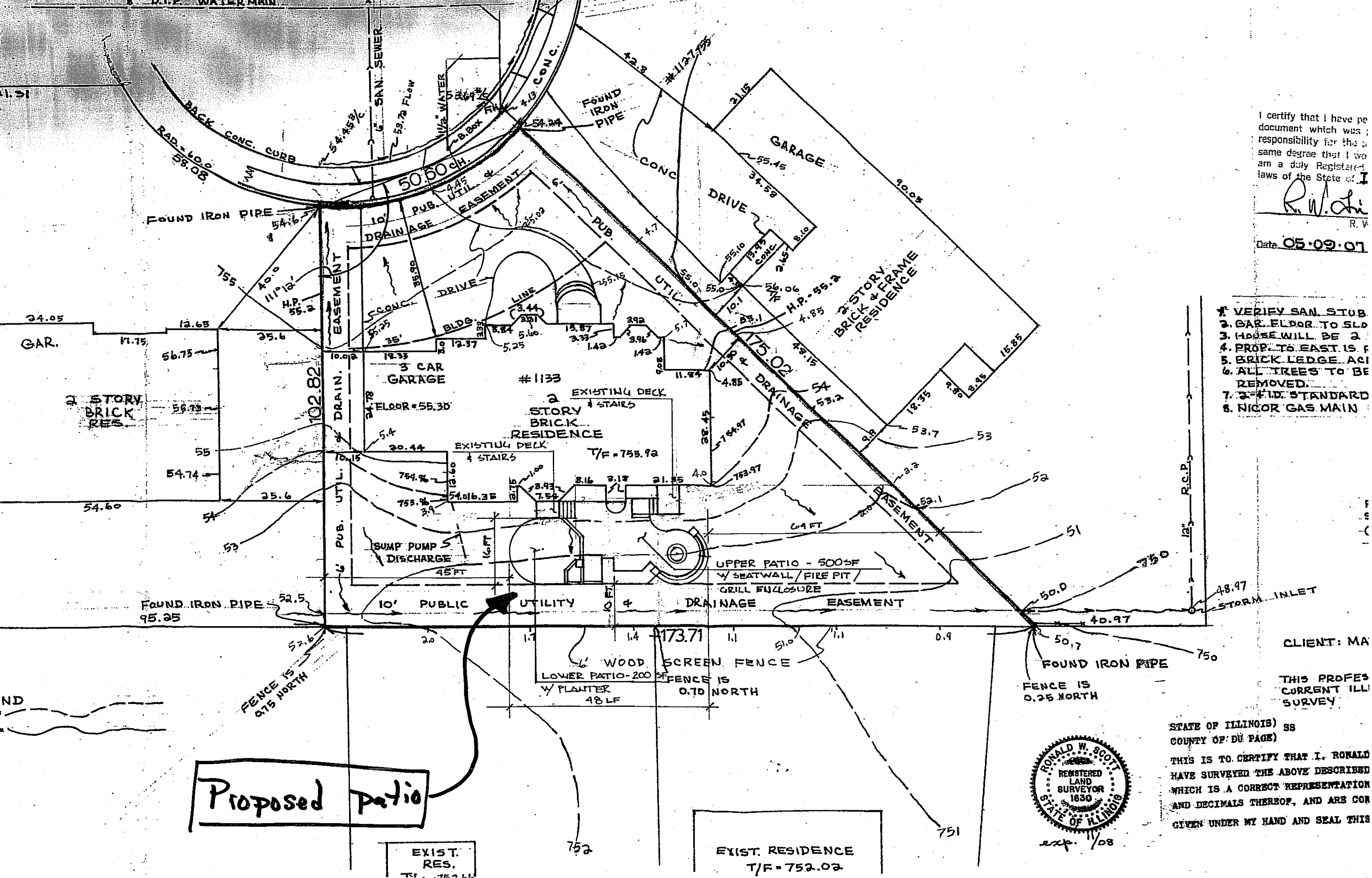
ATTEST:

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

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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



I certify that I have prepared this document which was my responsibility for the same degree that I am a duly Registered Surveyor under the laws of the State of Illinois.

*R. W. Scott*  
R. W.

Date 05-09-07

1. VERIFY SAN. STUB
2. GAR. FLOOR TO SLO
3. HOUSE WILL BE 2
4. PROP. TO EAST IS F
5. BRICK LEDGE ACI
6. ALL TREES TO BE REMOVED.
7. 2" I.D. STANDARD
8. NICOR GAS MAIN

CLIENT: MA

THIS PROFESSIONAL SURVEY IS CURRENT ILLINOIS SURVEY

STATE OF ILLINOIS) SS  
COUNTY OF DU PAGE)  
THIS IS TO CERTIFY THAT I, RONALD W. SCOTT, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY WHICH IS A CORRECT REPRESENTATION OF THE SAME AND DECIMALS THEREOF, AND ARE GIVEN UNDER MY HAND AND SEAL THIS



exp. 11/08

**Proposed patio**

EXIST. RES.

EXIST. RES. T/F = 752.02

## **AGENDA MEMO**

**City Council**

**February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from Plotke Asphalt Inc for the removal and replacement of bituminous aprons and road patches as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

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

Competitive quotes were requested for the driveways and roadways, and Staff received Three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was provided by Plotke Asphalt Inc. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$250,000.00 pending Capital Project budget approval. Staff has verified references with satisfactory responses.

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Plotke Asphalt Inc.

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM PLOTKE ASPHALT INC FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from Plotke Asphalt Inc. for the removal and replacement of bituminous aprons and road patches as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

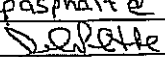
ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE PER SQUARE YARD
BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCLTING AND COMPACTION	100	8000	SQUARE YARD	26.75
BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCLTING AND COMPACTION	100	3000	SQUARE YARD	35.75
Company Name	Plotke Asphalt Inc			
Address	128 S. Harris, Rockdale, IL			
submitted By	John Plotke			
Date	1-19-11			
Telephone Number	815-741-8900			
Mobile Telephone Number	815-693-9388			
Fax Number	815-741-8921			
E-mail Address	jpasphalt@air-wans.com			
Authorized Signature				

BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	Dominic Fiordiroso Const Inc	Plotke Asphalt Inc	Pavement Systems Inc
				UNIT PRICE PER SQUARE YARD	UNIT PRICE PER SQUARE YARD	UNIT PRICE PER SQUARE YARD
BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE- INCLUDED IS SAWCUTING AND COMPACTION	100	8000	SQUARE YARD	\$ 65.25	\$ 26.75	\$ 60.00
BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	100	3000	SQUARE YARD	\$ 83.25	\$ 35.75	\$ 85.00
Total						

## **AGENDA MEMO**

**City Council**

**February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from Kieft Brothers Inc for Culvert Metal Pipes, Metal Bands and Metal Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

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

Competitive quotes were requested, and Staff received **four (4) competitive quotes**. The request for proposals requested pricing to be from May 1, 2011 to April 30, 2012. See attached.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs utilizing the proposed material are approximately \$60,000.00 pending Capital Project budget approval.

### **COMMITTEE RECOMMENDATION**

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

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM KIEFT BROTHERS INC FOR CULVERT METAL PIPES, METAL BANDS AND METAL FLARED END SECTIONS AND FITTINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Kieft Brothers Inc. to provide culvert metal pipes, metal bands and metal flared end sections and fittings for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

**AYES:**

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**NAYS:**

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**ABSENT:**

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**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

CULVERT METAL PIPE MATERIAL QUOTE REQUEST

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE
12-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500	6,000	LINEAL FOOT	7.77
15-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500	3,500	LINEAL FOOT	9.79
18-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500	3,500	LINEAL FOOT	11.55
24-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500	3,500	LINEAL FOOT	15.15
42-INCH GALVINIZED 16 GAUGE CULVERT METAL PIPE	500	3,500	LINEAL FOOT	44.34
12-INCH CONNECTOR BAND	50	200	EACH	7.77
15-INCH CONNECTOR BAND	50	200	EACH	9.79
18-INCH CONNECTOR BAND	50	200	EACH	11.35
24-INCH CONNECTOR BAND	50	200	EACH	15.15
42-INCH CONNECTOR BAND	50	200	EACH	59.00 / 49.00
12-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50	200	EACH	49.25
15-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50	200	EACH	62.50
18-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50	100	EACH	81.00
24-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50	100	EACH	120.00
42-INCH FLARED END CONNECTOR WITH BOLTS FOR CMP	50	100	EACH	660.00
Company Name	KLEFT BROS			
Address	837 S. RIVERSIDE DR ELMHURST			
submitted By	BRITA HAYES			
Date	1/18/11			
Telephone Number	630-252-8090			
Fax Number	630-834-5765			
E-mail Address	B.HAYES@KLEFTBROS.COM			
Authorized Signature	[Signature]			

33.36  
49

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



## **AGENDA MEMO**

**City Council  
February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting the unit price proposal for tipping and transfer fees from Land and Lakes Company at the proposed unit prices for certain waste for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. The waste is temporarily stored at the Public Works facility and requires removal. The proposed resolution consists of utilizing Land and Lakes Company as a dump site for various excavated materials such as clay, asphalt, turf and aggregate mixed with dirt.

Staff requested quotes for the services and received three (3), see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$40,000.00 pending Capital Project budget approval.

### **COMMITTEE RECOMMENDATION**

Staff recommends approval of this resolution with Land and Lakes Company.

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR TIPPING AND TRANSFER FEES FROM LAND AND LAKES COMPANY FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

**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 Land and Lakes Company to provide tipping services and transfer fees at the proposed unit price for services related to certain waste disposal, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

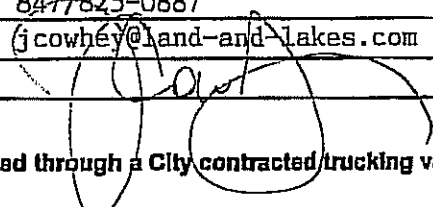
ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

## DUMP / TRANSFER FEE QUOTE

DESCRIPTION	MINIMUM QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	MATERIAL/UNIT	UNIT PRICE
Dump/Transfer Fee	50	1000	Clay Per Load - 4 Wheeler	\$30.00
Dump/Transfer Fee	50	1000	Clay Per Load - 6 Wheeler	\$40.00
Dump/Transfer Fee	50	1000	Clay Per Load - Semi	\$50.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - 4 Wheeler	\$30.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - 6 Wheeler	\$40.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - Semi	\$50.00
Dump/Transfer Fee	50	500	Aggregate Per Load - 4 Wheeler	\$30.00
Dump/Transfer Fee	50	500	Aggregate Per Load - 6 Wheeler	\$40.00
Dump/Transfer Fee	50	500	Aggregate Per Load - Semi	\$50.00
Dump/Transfer Fee	50	500	Sod Per Load - 4 Wheeler	\$60.00
Dump/Transfer Fee	50	500	Sod Per Load - 6 Wheeler	\$120.00
Dump/Transfer Fee	50	500	Sod Per Load - Semi	\$185.00
<b>Company Name:</b>	Land and Lakes Company			
<b>Address:</b>	123 N. Northwest Highway Park Ridge, IL 60068			
<b>Submitted By:</b>	James J. Cowhey, Jr.			
<b>Date:</b>	January 5, 2011			
<b>Telephone Number:</b>	847/825-5000			
<b>Fax Number:</b>	847/825-0887			
<b>E-mail Address:</b>	jcowhey@land-and-lakes.com and jzepeda@land-and-lakes.com			
<b>Authorized Signature:</b>				

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

## DUMP / TRANSFER QUOTES RECEIVED

DESCRIPTION	MINIMUM QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	MATERIAL/UNIT	E F Heil LLC	Land and Lakes LLC	Elmhurst Chicago Stone
				UNIT PRICE	UNIT PRICE	UNIT PRICE
Dump/Transfer Fee	50	1000	Clay Per Load - 4 Wheeler	\$ 45.00	\$ 30.00	\$ 52.00
Dump/Transfer Fee	50	1000	Clay Per Load - 6 Wheeler	\$ 65.00	\$ 40.00	\$ 62.00
Dump/Transfer Fee	50	1000	Clay Per Load - Semi	\$ 75.00	\$ 50.00	\$ 67.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - 4 Wheeler	\$ 45.00	\$ 30.00	\$ 52.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - 6 Wheeler	\$ 65.00	\$ 40.00	\$ 62.00
Dump/Transfer Fee	50	500	Mixed Rock/Clay Per Load - Semi	\$ 75.00	\$ 50.00	\$ 67.00
Dump/Transfer Fee	50	500	Aggregate Per Load - 4 Wheeler	\$ 45.00	\$ 30.00	\$ -
Dump/Transfer Fee	50	500	Aggregate Per Load - 6 Wheeler	\$ 65.00	\$ 40.00	\$ -
Dump/Transfer Fee	50	500	Aggregate Per Load - Semi	\$ 75.00	\$ 50.00	\$ -
Dump/Transfer Fee	50	500	Sod Per Load - 4 Wheeler	\$ -	\$ 60.00	\$ -
Dump/Transfer Fee	50	500	Sod Per Load - 6 Wheeler	\$ -	\$ 120.00	\$ -
Dump/Transfer Fee	50	500	Sod Per Load - Semi	\$ -	\$ 185.00	\$ -

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



## **AGENDA MEMO**

**City Council  
February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from DAS Enterprises Inc to provide trucking services at a rate of \$84.00 per hour for services relating to hauling waste generated from excavations for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

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

Competitive quotes were requested for hauling services and Staff received two (2) competitive quotes. See [Attachment A](#). The lowest competitive quote was DAS Enterprises Inc. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

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

### **COMMITTEE RECOMMENDATION**

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

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM DAS ENTERPRISES INC. TO PROVIDE TRUCKING SERVICES AT A RATE OF \$84.00 PER HOUR FOR SERVICES RELATING TO HAULING WASTE FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from DAS Enterprises, Inc to provide trucking services at a rate of \$84.00 per hour for services relating to hauling waste for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

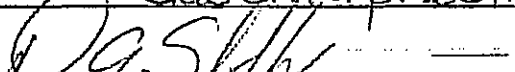
ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

## Quote for Hauling Fees

DESCRIPTION	QUANTITY-RANGE	UNIT	UNIT PRICE PER HOUR
Trucking/Semi	100 to 3000	HOURS	80 <sup>00</sup>
<b>Company Name</b>	D.A.S Enterprises Inc.		
<b>Address</b>	224 E. Devon Ave. Elk Grove IL 60007		
<b>Submitted By</b>	D.A.S Enterprises Inc.		
<b>Date</b>	01-18-2011		
<b>Telephone Number</b>	847-952-1235		
<b>Fax Number</b>	847-952-1236		
<b>E-mail Address</b>	dasenterpriseinc@yahoo.com		
<b>Authorized Signature</b>			

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

Hauling Fees Quotes Received

DESCRIPTION	QUANTITY-RANGE	UNIT	DAS Enterprises	ED Siebert Trucking Services		
			UNIT PRICE PER HOUR	UNIT PRICE PER HOUR	UNIT PRICE PER HOUR	UNIT PRICE PER HOUR
Trucking/Semi	100 to 3000	HOURS	\$ 80.00	\$ 88.00		

## **AGENDA MEMO**

### **City Council**

**February 7, 2011**

#### **ISSUE STATEMENT**

A resolution accepting a proposal from C & M Pipe Supply for High Density Polyethylene Pipes, Bands, Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

#### **RESOLUTION**

#### **BACKGROUND**

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

Competitive quotes were requested for the pipes and Staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was. The request for quotes stipulated that pricing be held in place from May 1, 2011 to April 30, 2012.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs for the material have been estimated at approximately \$35,000.00 pending Capital Project budget approval.

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with C & M Pipe Supply.

#### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

#### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM C & M PIPE SUPPLY FOR HIGH DENSITY POLYETHYLENE PIPES (HDPE), FLARED END SECTIONS, AND FITTING FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

**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 C & M Pipe Supply to provide High Density Polyethylene Pipes, flared end sections and fittings for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

POLYETHYLENE PIPE QUOTE REQUEST

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE
4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100	1800	LINEAL FT	.25 Ft.
4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100	1800	LINEAL FT	.40 Ft.
4-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100	1800	LINEAL FT	.58 Ft.
4-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100	1800	LINEAL FT	.72 Ft.
6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100	1500	LINEAL FT	.73 Ft.
6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100	1500	LINEAL FT	<del>1.00 Ft.</del>
6-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100	1500	LINEAL FT	<del>1.45 Ft.</del>
6-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100	1500	LINEAL FT	<del>1.68 Ft.</del>
12-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	4000	LINEAL FT	3.75 Ft.
15-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	4000	LINEAL FT	5.10 Ft.
18-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	1500	LINEAL FT	7.25 Ft.
24-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	1500	LINEAL FT	11.45 Ft.
12-INCH HDPE BAND	25	100	EACH	<del>5.65 EA.</del>
15-INCH HDPE BAND	25	100	EACH	<del>9.40 EA.</del>
24-INCH HDPE BAND	25	100	EACH	<del>23.00 EA.</del>
12-INCH FLARED END WITH BOLT COLLAR-HDPE	25	30	EACH	<del>89.00 EA.</del>
15-INCH FLARED END WITH BOLT COLLAR-HDPE	25	50	EACH	<del>89.00 EA.</del>
12 x 12 INLET BOX - 2 HOLE	5	50	EACH	25.00 EA.
12 x 12 INLET BOX - 4 HOLE	5	50	EACH	35.00 EA.
CONNECTORS - 4"	10	100	EACH	1.50 EA.
CONNECTORS - 6"	10	100	EACH	2.50 EA.

8.93  
31.32  
51.58

44.60  
617.00

875.20  
875.20

Company Name	Cm Pipe and Supply Co., Inc.
Address	19800 S. Stony Island Ave. Lynwood, IL 60411
submitted By	Keith Smrecansky
Date	1-18-11
Telephone Number	(708) 474-8650
Mobile Telephone Number	(708) 514-3270
Fax Number	(708) 474-0660
E-mail Address	KSmrecansky@cmPipe.com
Authorized Signature	<i>[Signature]</i>

Small text at the bottom left of the page, possibly a reference or disclaimer.

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	C & M Pipe Supply	C & M Pipe Supply REVISED	Kieft Bros	Norwalk Tank
				UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100	1800	LINEAL FT	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.30
4-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100	1800	LINEAL FT	\$ 0.40	\$ 0.38	\$ 0.38	\$ 0.44
4-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100	1800	LINEAL FT	\$ 0.58	\$ 0.58	\$ 0.70	\$ 0.89
4-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100	1800	LINEAL FT	\$ 0.72	\$ 0.72	\$ 0.87	\$ 1.76
6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK	100	1500	LINEAL FT	\$ 0.73	\$ 0.73	\$ 0.74	\$ 0.76
6-INCH HIGH DENSITY POLYETHYLENE PIPE-PERFORATED-WITH SOCK	100	1500	LINEAL FT	\$ 1.00	\$ 0.93	\$ 0.93	\$ 0.94
6-INCH POLYETHYLENE PIPE-PERFORATED-WITHOUT SOCK N-12	100	1500	LINEAL FT	\$ 1.45	\$ 1.32	\$ 1.32	\$ 1.97
6-INCH POLYETHYLENE PIPE-PERFORATED-WITH SOCK N-12	100	1500	LINEAL FT	\$ 1.68	\$ 1.58	\$ 1.58	\$ 2.17
12-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	4000	LINEAL FT	\$ 3.75	\$ 3.75	\$ 3.87	\$ 4.68
15-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	4000	LINEAL FT	\$ 5.10	\$ 5.10	\$ 5.42	\$ 6.48
18-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	1500	LINEAL FT	\$ 7.25	\$ 7.25	\$ 8.00	\$ 8.91
24-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100	1500	LINEAL FT	\$ 11.45	\$ 11.45	\$ 13.00	\$ 14.70
12-INCH HDPE BAND	25	100	EACH	\$ 5.65	\$ 4.60	\$ 4.60	\$ 4.69
15-INCH HDPE BAND	25	100	EACH	\$ 9.40	\$ 7.00	\$ 7.00	\$ 8.37
24-INCH HDPE BAND	25	100	EACH	\$ 23.00	\$ 23.00	\$ 23.00	\$ 24.71
12-INCH FLARED END WITH BOLT COLLAR-HDPE	25	50	EACH	\$ 89.00	\$ 75.00	\$ 75.00	\$ 75.90
15-INCH FLARED END WITH BOLT COLLAR-HDPE	25	50	EACH	\$ 89.00	\$ 75.00	\$ 75.00	\$ 75.90
12 x 12 INLET BOX - 2 HOLE	5	50	EACH	\$ 25.00	\$ 25.00	\$ 40.00	\$ 50.81
12 x 12 INLET BOX - 4 HOLE	5	50	EACH	\$ 35.00	\$ 35.00	\$ 45.00	\$ 60.30
CONNECTORS - 4"	10	100	EACH	\$ 1.50	\$ 1.50	\$ 5.00	\$ 3.66
CONNECTORS - 6"	10	100	EACH	\$ 2.50	\$ 2.50	\$ 5.00	\$ 4.39
Total				\$ 314.41	\$ 282.64	\$ 316.66	\$ 352.73



## **AGENDA MEMO**

### **City Council**

**February 7, 2011**

#### **ISSUE STATEMENT**

A resolution accepting a proposal from E. D. Siebert Trucking Service Inc to purchase stone for Public Works projects for a period of May 1, 2011 through April 30, 2012.

#### **RESOLUTION**

#### **BACKGROUND**

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

Staff had received three (3) responsive competitive quote for the pickup of stone at a per unit cost. See [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

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

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with E. D. Siebert Trucking Service Inc.

#### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

#### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF STONE AT THE PROPOSED UNIT PRICES FROM E. D. SIEBERT TRUCKING SERVICE INC. FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from E. D. Siebert Trucking Service Inc. to purchase stone at the proposed unit prices for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

STONE QUOTE SUMMARY

Pick  
UP

Deliver to  
↓

DESCRIPTION	QUANTITY-RANGE	UNIT	UNIT PRICE PICKED-UP
CA-6 STONE	200-3000	TON 5.60	9.62
CA-7 STONE	200-3000	TON 10.15	14.12
6 - 8 Inch PGE	200-2000	TON 28.00	33.00
10 - 12 Inch PGE	200-2000	TON 28.00	33.00
<b>Company Name:</b> E. D. Siebert Trucking Service, Inc			
<b>Address:</b> 8748 S. Illinois Route 53, Naperville, IL. 60565			
<b>Submitted By:</b> Emil D. Siebert			
<b>Date:</b> January 7, 2011			
<b>Telephone Number:</b> (630) 759-4450			
<b>Mobile Telephone Number:</b> NONE			
<b>Fax Number:</b> (630) 759-5066			
<b>E-mail Address:</b> NONE			
<b>Authorized Signature:</b> <i>Emil D. Siebert Pres.</i>			

01/05/2011 11:40 6308524709 CITY OF WARTEN PAGE 03/03

\\baron\p01\chase\edges\ac\docs\719\quoting\2011\Stone quote\11.ppt\11

STONE QUOTES RECEIVED

			E D Siebert Trucking Service Inc	Elmhurst Chicago Stone	Vulcan Construction Materials	
DESCRIPTION	QUANTITY-RANGE	UNIT	UNIT PRICE PICKED UP	UNIT PRICE PICKED UP	UNIT PRICE PICKED UP	UNIT PRICE PICKED UP
CA-6 STONE	200-3000	TON	\$ 5.60	\$ 6.25	\$ 6.00	
CA-7 STONE	200-3000	TON	\$ 10.15	\$ 12.00	\$ 11.75	
6 - 8 Inch PGE	200-2000	TON	\$ 28.00	\$ 30.00	\$ 32.25	
10 - 12 Inch PGE	200-2000	TON	\$ 28.00	\$ 30.00	\$ 32.25	
Total			\$ 71.75	\$ 78.25	\$ 82.25	

## **AGENDA MEMO**

**City Council  
February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from All Star Maintenance and Beary Landscaping, at the revised schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2011 through April 30, 2012.

**[RESOLUTION-All Star Maintenance](#)**

**[RESOLUTION-Beary Landscaping](#)**

### **BACKGROUND**

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

Competitive quotes were requested for the landscaping services, and Staff received two (2) competitive quotes. See **[Attachment A](#)**. The lowest competitive quote on a per unit basis is All Star Maintenance and based on a range of quantities from minimal to maximum Beary Landscaping is the lowest competitive quote. Staff had contacted both vendors and they agreed to match each others lowest unit cost. Staff would award each vendor a 50/50 split for the upcoming work. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

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

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with All Star Maintenance and Beary Landscaping at the revised unit prices. The proposed vendors have provided services for the City of Darien in the past with very satisfactory results.

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STAR MAINTENANCE AT THE PROPOSED SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from All Star Maintenance at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2011 through April 30, 2012, attached hereto as "**Exhibit A**".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

LANDSCAPING QUOTE REQUEST

01/05/2011 11:31

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CITY OF DARIEN

PAGE 09/05

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE
LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	23.00
SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	3.75
Company Name	All-Star Maintenance LLC			
Address	P O Box 601 Westmont, IL 60559			
Submitted By	Jim Koudelek			
Date	1-18-2011			
Telephone Number	630-308-6100			
Mobile Telephone Number	"			
Fax Number	630-655-8592			
E-mail Address	AllStar601@aol.com			
Authorized Signature	<i>Jim Koudelek</i>			

Contract Agreement Posting 01/11/2011 11:31 AM

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM BEARY LANDSCAPING AT THE PROPOSED SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

**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 Beary Landscaping at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2011 through April 30, 2012, attached hereto as "**Exhibit A**".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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



LANDSCAPING QUOTE REQUEST

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE
LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	# 25.00
SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	# 3.50
Company Name	BEARY LANDSCAPING			
Address	15001 W 159 <sup>th</sup> STREET			
Submitted By	SONIA QUINN			
Date	1-5-11			
Telephone Number	815/838-4100			
Mobile Telephone Number				
Fax Number	815/838-3200			
E-mail Address	SQUINN@BEARYLANDSCAPING.COM			
Authorized Signature	Sonia Quinn			

815 838 3200 p.2

Beary Landscaping

Jan 05 11 11:48a

Revised Pricing Shedule 01/24/11

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	Beary Landscaping	All Star Maintenance
				UNIT PRICE	UNIT PRICE
LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	\$ 25.00	\$ 23.00
SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	\$ 3.50	\$ 3.75
<b>Total</b>				<b>\$ 28.50</b>	<b>\$ 26.75</b>

Awarded vendor based on a total unit cost.

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	Beary Landscaping	Beary Landscaping		All Star Maintenance	Allstar Maintenance based on Minimal Units	Allstar Maintenance based on Maximum Units
				UNIT PRICE	based on Minimal Units	based on Maximum Units	UNIT PRICE		
LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	\$ 25.00	\$ 5,500.00	\$ 50,000.00	\$ 23.00	\$ 5,060.00	\$ 46,000.00
SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	\$ 3.50	\$ 17,500.00	\$ 70,000.00	\$ 3.75	\$ 18,750.00	\$ 75,000.00
<b>Total</b>				<b>\$ 28.50</b>	<b>\$23,000.00</b>	<b>\$120,000.00</b>	<b>\$ 26.75</b>	<b>\$ 23,810.00</b>	<b>\$ 121,000.00</b>

Comparison based on range of quantities Beary Landscaping is the lowest competitive quote

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	Beary Landscaping	All Star Maintenance
				UNIT PRICE	UNIT PRICE
LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	220	2,000	CUBIC YARDS	\$ 23.00	\$ 23.00
SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	5000	20,000	SQUARE YARD	\$ 3.50	\$ 3.50
<b>Total</b>				<b>\$ 26.50</b>	<b>\$ 26.50</b>

Indicates agreed upon revised pricing

Allstar Maintenance Acceptance Signature and Date	ON FILE	1/24/2011
Beary Landscaping Acceptance Signature and Date	ON FILE	1/24/2011

## **AGENDA MEMO**

**City Council**

**February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from Vulcan Materials Inc. to provide stone and delivery for Public Works projects for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

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

Staff had received three (3) competitive quotes for the stone and delivery. The lowest competitive quote based on a total cost was Vulcan Materials. The department primarily uses CA6 and CA7 stone which E. D. Siebert Trucking Service Inc. provided the lowest quote. The PGE is a heavier stone utilized for bank stabilization and was included within the quote for very limited low volume applications. See [Attachment A](#). Since the department primarily utilizes CA6 and CA7 stone, Staff contacted Vulcan Materials and was able to negotiate pricing to meet E. D. Siebert Trucking Service Inc pricing for CA6 and CA7. Staff recommends the quote to be awarded to Vulcan Materials per the revised cost schedule. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Vulcan Materials Inc.

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF STONE AT THE PROPOSED UNIT PRICES FROM VULCAN CONSTRUCTION MATERIALS INC. FOR CA-6 AND CA-7 STONE DELIVERED TO THE CITY OF DARIEN FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from Vulcan Construction Materials Inc. for CA-6 and CA7 stone delivered at the proposed unit prices for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	UNIT PRICE DELIVERED
CA-6 STONE	200-3000	TON	#10.00
CA-7 STONE	200-3000	TON	#14.75
6 - 8 INCH PGE	200-2000	TON	#32.25
10 - 12 INCH PGE	200-2000	TON	#32.25
<b>Company Name:</b> VULCAN CONSTRUCTION MATERIALS, LP			
<b>Address:</b> 1000 E WARRENVILLE RD, SUITE 100, NAPERVILLE, IL			
<b>Submitted By:</b> DALE HOWARD			
<b>Date:</b> 1/17/11			
<b>Telephone Number:</b> (630) 955-8500			
<b>Mobile Telephone Number:</b> (815) 791-7956			
<b>Fax Number:</b> (630) 955-4453			
<b>E-mail Address:</b> HOWARD7@VMCMAIL.COM			
<b>Authorized Signature:</b> Dale Howard			

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32.25

60563

DELIVERED STONE QUOTES RECEIVED

			ED Siebert Trucking Service	Vulcan Materials	Vulcan Materials- RENEGOTIATED	Elmhurst Chicago Stone	
DESCRIPTION	QUANTITY-RANGE	UNIT	UNIT PRICE DELIVERED	UNIT PRICE DELIVERED	UNIT PRICE DELIVERED	UNIT PRICE DELIVERED	UNIT PRICE DELIVERED
CA-6 STONE	200-3000	TON	\$ 9.62	\$ 10.00	\$ 9.62	\$ 10.37	
CA-7 STONE	200-3000	TON	\$ 14.12	\$ 14.75	\$ 14.12	\$ 16.12	
6 - 8 INCH PGE	200-2000	TON	\$ 33.00	\$ 32.25	\$ 32.25	\$ 36.62	
10 - 12 INCH PGE	200-2000	TON	\$ 33.00	\$ 32.25	\$ 32.25	\$ 36.62	
<b>Total</b>			\$ 89.74	\$ 89.25	\$ 88.24	\$ 99.73	\$ -

Revision Accepted	1/21/2010
Authorized Signature	<i>Dale Howard</i>

## **AGENDA MEMO**

**City Council**

**February 7, 2011**

### **ISSUE STATEMENT**

A resolution accepting a proposal from Norwalk Tank Company for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

### **RESOLUTION**

### **BACKGROUND**

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

Competitive quotes were requested for the storm sewer material, and Staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was Norwalk Tank Company. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the storm structure material. The total estimated costs for all maintenance and budgetary programs for this item have been approximated to \$75,000.00 pending Capital Project budget approval.

### **COMMITTEE RECOMMENDATION**

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

### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR STORM SEWER STRUCTURES, IRON SEWER GRATES, CONCRETE ADJUSTING RINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Norwalk Tank Company to provide storm sewer structures, iron sewer grates, concrete adjusting rings for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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



PRICES GOOD UNTIL 4/30/12  
 DELIVERY CHARGE APPLIES FOR  
 ORDERS LESS THAN \$500.00

STORM SEWER STRUCTURES SUMMARY QUOTE REQUEST

NEENAH  
 R-4340-B →

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE
EAST JORDAN HEAVY DUTY DITCH GRATE MODEL NO 6527 OR EQUIVALENT	15	250	EACH	\$129.00
TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15	250	EACH	\$69.00
TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10	250	EACH	\$79.00
TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 35-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5	100	EACH	\$87.50
1-INCH CONCRETE RING	5	100	EACH	\$12.00
2-INCH CONCRETE RING	5	100	EACH	\$10.00
3-INCH CONCRETE RING	5	100	EACH	\$12.50
4-INCH CONCRETE RING	5	100	EACH	\$14.00
6-INCH CONCRETE RING	5	100	EACH	\$18.00
8-INCH CONCRETE RING	5	100	EACH	\$25.50
Company Name	NORWALK TANK COMPANY			
Address	2121 MAPLE RD., JOLIET, IL. 60432			
submitted By	MARK S. KUHAJDA			
Date	1/11/11			
Telephone Number	815-726-3351			
Fax Number	815-726-2945			
E-mail Address	ntcoestimate@att.net			
Authorized Signature	<i>Mark S. Kuhajda</i>			

City to Purchase  
 Grates from  
 Kiefert Bros @  
 \$125.00

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

## STORM SEWER STRUCTURES SUMMARY QUOTES RECEIVED

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	C & M Pipe Supply	Kieft Bros	Norwalk Tank
				UNIT PRICE	UNIT PRICE	UNIT PRICE
EAST JORDAN HEAVY DUTY DITCH GRATE-MODEL NO 6527 OR EQUIVALENT	15	250	EACH	\$ 176.00	\$ 125.00	\$ 129.80
TYPE A -INLETS 30-INCH O.D. X 24- INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15	250	EACH	\$ 90.00	\$ 71.00	\$ 69.00
TYPE A -INLETS 30-INCH O.D. X 24- INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10	250	EACH	\$ 105.00	\$ 80.00	\$ 79.00
TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5	100	EACH	\$ 121.00	\$ 89.00	\$ 87.50
1-INCH CONCRETE RING	8	100	EACH	\$ 12.50	\$ 10.00	\$ 12.00
2-INCH CONCRETE RING	5	100	EACH	\$ 13.50	\$ 11.00	\$ 10.00
3-INCH CONCRETE RING	5	100	EACH	\$ 16.00	\$ 13.00	\$ 12.50
4-INCH CONCRETE RING	5	100	EACH	\$ 19.50	\$ 15.00	\$ 14.00
6-INCH CONCRETE RING	5	100	EACH	\$ 24.00	\$ 20.00	\$ 18.50
8-INCH CONCRETE RING	5	100	EACH	\$ 33.00	\$ 26.00	\$ 25.50
Total				\$ 610.50	\$ 460.00	\$ 457.80

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

## AGENDA MEMO

### City Council

February 7, 2011

#### ISSUE STATEMENT

Approve two resolutions accepting the following proposals for topsoil for various Public Works projects for a period of May 1, 2011 through April 30, 2012:

- **City of Darien to pickup topsoil from DuPage Topsoil Inc. at the proposed schedule of prices = [RESOLUTION](#)**
- **Delivery of topsoil from DAS Enterprises at the at the proposed schedule of prices = [RESOLUTION](#)**

#### BACKGROUND

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil, and staff received four (4) competitive quotes. See [Attachment A](#). The lowest competitive quote was DuPage Topsoil for pickup of topsoil whereas the lowest competitive quote for delivery of topsoil was DAS Enterprises. The proposed resolutions would allow the City to pick up topsoil from the DuPage Topsoil dirt fields and allow delivery of the product for larger projects through DAS Enterprises. The request for quotes stipulated that pricing be held in place from May 1, 2011 through April 30, 2012.

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

#### COMMITTEE RECOMMENDATION

-  
The Municipal Services Committee recommends approval of the following resolutions:

- City of Darien to pickup topsoil from DuPage Topsoil Inc. at the proposed schedule of prices
- Delivery of topsoil from DAS Enterprises at the at the proposed schedule of prices

#### ALTERNATE CONSIDERATION

-  
As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 7, 2011 City Council agenda for formal approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM DUPAGE TOPSOIL INC. AT THE PROPOSED SCHEDULE OF PRICES, FOR TOPSOIL FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from DuPage Topsoil Inc. at the proposed schedule of prices, for topsoil for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

**AYES:**

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**NAYS:**

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**ABSENT:**

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**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE PER TRUCK DESCRIPTION
PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	\$ 90.00
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	Tax Exempt 230.00
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	Tax Exempt 265.00
Address <i>540 Topsoil Dr. West Chicago, IL 60185</i>				
Submitted By <i>(Troy) Dupage Topsoil</i>				
Date <i>1-7-2011</i>				
Telephone Number <i>630-682-4800</i>				
Mobile Telephone Number <i>630-417-6177</i>				
Fax Number <i>630-231-3764</i>				
E-mail Address <i>T-MCCORD@HotMail.Com</i>				
Authorized Signature <i>Ty [Signature]</i>				

\\C:\topsoil\apps\topsoil\2011\topsoil\quotes\11

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM DAS ENTERPRISES INC. AT THE PROPOSED SCHEDULE OF PRICES, FOR TOPSOIL FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from DAS Enterprises Inc. at the proposed schedule of prices, for topsoil for various Public Works projects for a period of May 1, 2011 through April 30, 2012, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

**AYES:**

\_\_\_\_\_

**NAYS:**

\_\_\_\_\_

**ABSENT:**

\_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of February, 2011.**

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

**ATTEST:**

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

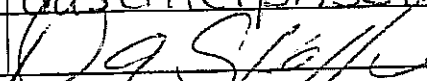
APPROVED AS TO FORM:



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CITY ATTORNEY

## TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE PER TRUCK DESCRIPTION
PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	150 <sup>00</sup>
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	200 <sup>00</sup>
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	240 <sup>00</sup>
Address	224 E. Devon Ave. Elk Grove, IL. 60007			
Submitted By	DAS Enterprises Inc.			
Date	01/18/2011			
Telephone Number	847-952-1235			
Mobile Telephone Number	224-628-2623			
Fax Number	847-952-1236			
E-mail Address	dasenterpriseinc@yahoo.com			
Authorized Signature				

TOPSOIL QUOTES RECEIVED

Attachment A

				Dutch Valley Landscaping	Tamelings	DuPage Topsoil	DAS Enterprises
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	UNIT PRICE PER TRUCK DESCRIPTION	UNIT PRICE PER TRUCK DESCRIPTION	UNIT PRICE PER TRUCK DESCRIPTION	UNIT PRICE PER TRUCK DESCRIPTION
PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	\$ 125.00	WB / Romeoville 336.00 / 140.00	\$ 90.00	\$ 150.00
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	n/a	\$ 262.00	\$ 230.00	\$ 200.00
PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	\$ 420.00	\$ 344.00	\$ 265.00	\$ 240.00

Indicates awarded vendor

## AGENDA MEMO

City Council

February 7, 2011

### ISSUE STATEMENT

Consideration of a resolution to enter into an agreement with Veolia Environmental to provide residential refuse hauling beginning April 1, 2011 through March 31, 2015 with two optional years.

### RESOLUTION

### BACKUP

### BACKGROUND/HISTORY

City Staff solicited proposals to provide residential refuse service for the City of Darien when the existing contract expires on March 31, 2011. Four companies provided proposals: Allied Waste, DisposAll Waste, Veolia Environmental Services and Waste Management. Of the four companies that submitted proposals, all submitted bids for the current volume based sticker program and three companies provided alternate proposals for other conceptual programs.

We received several extremely attractive proposals that provide excellent service options. Neighboring community Downers Grove has a sticker price of \$3.08 currently for a volume based option and a Willowbrook resident pays \$18.06 for a 65 gallon tote. Both of these prices are higher than proposals received by the City of Darien. This shows the City of Darien received extremely competitive pricing from the vendors.

The proposals provide two credible options: switching companies to Veolia to continue a similar program that we currently offer or to change companies to DisposAll to go directly to a base and tip fee with totes.

Of these four proposals, City Staff recommends switching to Veolia Environmental. Allied Waste has provided exceptional service to the City of Darien over the life of the previous contract and have offered free recycling totes for all residents in the subscription tote service, but Veolia is a reputable company that should also be able to provide residents with a high level of service and offered a lower price. If the City Council is interested in continuing the volume system then City Staff would **recommend** accepting the proposal from Veolia for the savings it will bring to residents.

The Administrative/Finance Committee discussed this item at the January 10, 2011 meeting and determined the best course of action would be to continue with the current volume based system. Staff also met with Veolia Environmental to discuss a Change In Law section to the contract which was added as Section 34.

### STAFF/COMMITTEE RECOMMENDATION

The Administrative Finance Committee recommends approving Veolia Environmental.

### ALTERNATE CONSIDERATION

Not approving this resolution or approving a different vendor would be an alternate consideration.

**DECISION MODE**

This item will be on the February 7, 2011 City Council meeting for formal approval.

**CONSIDERATION OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH VEOLIA ENVIRONMENTAL TO PROVIDE RESIDENTIAL REFUSE HAULING BEGINNING APRIL 1, 2011 THROUGH MARCH 31, 2015 WITH TWO OPTION YEARS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the Mayor is hereby authorized to execute an Agreement between the City of Darien and Veolia Environmental, a copy of which is attached hereto as "[Exhibit A](#)", which is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

AYES:

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NAYS:

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ABSENT:

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**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of February, 2011.

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KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

---

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

# **Refuse, Recycling and Yard Waste Collection Services**

## **General Specifications of Contract**

### **1. Purpose of this Section**

This section contains general information. Descriptions of refuse, recycling and yard waste collection procedures are provided as an orientation of the contract.

### **2. Description of the City of Darien**

The City of Darien is a community with a population of approximately 23,615, is located in DuPage County. The City is primarily made up of a mix of up-scale multi-family and single family, as well as condominium dwelling units. There are approximately 7,500 potential collection units within the City.

### **3. Description of the City's Solid Waste Program**

Refuse, yard waste, and curbside recycling services are provided on a once-per-week basis.

Refuse and yard waste collection is a volume-based user fee (sticker) program. Customers are required to properly attach a waste sticker to each 32/33 gallon disposal unit (can or bag) total weight - approximately fifty (50) pounds. Bulk items are removed on regular pickup days and require two refuse stickers. White goods (appliances) are removed on regular pickup days and require five refuse stickers. The Contractor will provide for no-cost collection of live Christmas Trees during the first two weeks each January.

### **4. Recycling**

Participation in the recycling program will be on a voluntary basis. The Contractor will provide the collection and disposal service for recyclable material from all eligible households that has been placed curbside for collection in accordance with the terms of this Agreement. All revenue collected from the sale of recyclable material shall be the property of the Contractor. Specifications for preparation, sorting and collection methods are outlined in the Contract under the Recycling.

## **Refuse, Recycling and Yard Waste Collection Services For the City of Darien**

### **Definitions**

For the purpose of this Contract, definitions of certain terms listed below. Certain words or phrases, when used in this contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

**Biodegradable** shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne micro-organisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs,

snowbugs, millipedes, etc.).

**Brown Kraft 2-Ply Paper Bags** shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

**Chipboard** shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

**Compost (ing)** shall mean the process by which aerobic micro-organisms decompose organic matter into a humus-like product.

**Contract** shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents are the following attachments made a part hereof and are incorporated herein by reference, which attachments the awarded Contractor and the City have agreed upon shall constitute the Contract documents.

**Contract Documents** shall mean the following Agreement and attachments made a part hereof and are incorporated herein by reference. This Contract and its attachments shall constitute the Contract Documents.

**Contractor** shall mean Proposer.

**Corrugated Cardboard** shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

**Curbside** shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

**Customer** shall mean the eligible resident party, eligible property owner of an eligible dwelling unit in Darien corporate boundaries participating in the scavenger collection service.

**Day** shall mean Calendar Day unless otherwise stated.

**Disposal Unit** shall have different meanings as follows:

(1) For the purposes of **refuse** collection, a “disposal unit” shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking or scattering of refuse or debris; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and exceeding fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit.

(2) For the purpose of **yard waste** collection, a “disposal unit” shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard waste collection, not to exceed thirty-three (33)



gallons in capacity and fifty (50) pounds in weight, containing “yard waste” as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person, or one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity .

**Envelope** shall mean a flat, folded paper container for a letter or smaller object.

**Frozen Food Packages** shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

**Garbage or Rubbish** shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved Refuse container, except those items which are banned from direct disposal into a landfill.

**HDPE** shall mean high-density polyethylene.

**Household Construction and Demolition Debris** shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

**Household Garbage** shall mean garbage and rubbish as collected from the residents of the City of Darien currently receiving curbside scavenger service or on-site dumpster service.

**Household Garbage – Large Items** shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from commercial manufacturing processes, construction materials, broken concrete, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the citizens of the City of Darien or any items which are banned from direct disposal into a landfill.

**Industrial Wastes** shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract. Industrial wastes are not included in the

scope of services of this Contract.

**Juice Boxes** shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

**Junk Mail** shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

**Landscape Sticker** (also referred to as Yard Waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor's total collection, processing, and sale/disposal costs for Landscape Waste.

**Landscape Waste** (also referred to as Yard Waste) shall mean hard landscape waste and soft landscape waste.

**Large Household Item** (also known as "Bulk Item"), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All "white goods" including those containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls) shall all fit into this definition.

**LDPE** shall mean low density polyethylene.

**Magazines** shall mean periodical publications, usually glue bound.

**Mixed Papers** shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

**Multi-Family** shall mean a building, which is arranged, designed, used or intended to be used for residential occupancy by more than one family. A multi-family complex may be a building containing more than six (6) dwelling units and more than two (2) buildings.

**PET** shall mean polyethylene terephthalate.

**Performance Bond** shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

**Polystyrene #6 Plastic** shall mean a hard, rigid, dimensionally stable, clear thermoplastic polymer that is easily colored and molded for a wide variety of applications as a structural material. Plastic containers used as deli containers, cottage cheese and yogurt and other similar shaped containers.

**Polystyrene Plastic Foam Containers** shall mean foam drinking cups, plates, carryout containers, egg cartons, meat and produce trays, and other similar foam materials.

**Polystyrene Plastic Packaging Materials** shall mean white and clear packing grade.

**Processing Center** shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

**Properly-Prepared** shall mean materials prepared according to the disposal program restrictions for refuse, yard waste, and recycling.

**Processing Costs** shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services or multi-family residents receiving on-site scavenger services.

**Public Awareness Program** shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

**Recyclables** or Recyclable Material(s) shall mean, at a minimum, brown paper bags, corrugated cardboard, including boxes and cartons, chipboard (paperboard) (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, paper towel cores, magazines and catalogues, mixed paper, (glossy & non-glossy) (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes) (with and without windows), newspaper, (all supplements), telephone books, wet strength carrier stock (to include paper board used for refrigerated and frozen items), frozen food packages, aerosol cans, aluminum cans and foil, formed aluminum containers and wraps, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars (brown, green, and clear), plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs) and all plastic containers #1 through #7 not previously mentioned. LDPE and HDPE soft plastic six (6) and twelve (12) pack rings, polystyrene (#6), steel cans. Other materials may be included upon mutual agreement of the Contractor and the City.

**Recycling** shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

**Recycling Containers (bins)** shall mean a hard-walled plastic container which can hold recyclable materials to prevent spilling by wind or other elements when set out on the right-of-ways for collection. Container size is determined by the City of Darien, sold and delivered by the Contractor.

**Refuse** shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), tires, textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard waste”).

**Refuse Sticker** shall mean a biodegradable paper stamped with the City name and the Contractor's name providing the solid waste services for the City, and telephone number. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

**Single-Family Residence** shall mean a free-standing, single family dwelling unit.

**Specifications** shall mean specifications identified in the Contract.

**Cart** A plastic wheeled container in sizes ranging from 50 to 95 gallons, with tight-fitting cover, requiring semi-automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor for an additional monthly charge.

**Waste** shall mean refuse, recyclables, yard or landscape waste and white goods.

**Wet-strength Carrier Stock** shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

**White Goods** shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

**Yard waste container/unit** shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

**Yard waste** (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt Christmas trees, and greenery from wreathes and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

## **CONTRACT COLLECTION SPECIFICATIONS**

### Refuse and Yard Waste

All eligible households located within the City's corporate boundaries shall be provided with weekly volume based refuse and yard waste collection, utilizing a proper disposal sticker, purchased from the Contractor or the Contractor's selected vendors in various locations within or contiguous to the City of Darien. Yard Waste collection shall begin each year on the 1<sup>st</sup> collection day in April and end on the last normal collection day in November.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Residents of each household will be required to attach one refuse waste sticker, either through the handle or on the side of each 32/33 gallon refuse disposal unit or onto every item, container, box or bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared disposal units which have a disposal sticker attached. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit.

#### Acceptable/Unacceptable Material

- (a) UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept, in addition to any material that is not appropriately containerized with a disposal sticker attached.
- (b) ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted including but not necessarily limited to: bulky, household fixtures, appliances, furniture and yard waste.

#### Yard Waste Bundled Brush

As a part of yard waste collection, all eligible households shall be provided weekly bundled brush collection on the regular collection day. Bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper yard waste sticker to each bundle. The sticker for yard waste shall be identical to the sticker for garbage and refuse.

Bundled brush will be collected on regular collection days during the yearly period of time established, (1<sup>st</sup> collection day in April and end on the last normal collection day in November). Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances. The Contractor further agrees to supply sufficient trucks and manpower (at the least one man per truck) to provide a high level of service.

#### Sticker Design and Distribution

The City has the sole authority to approve or disapprove the design and construction of Contractor's Refuse and Yard Waste stickers. Stickers must be of an approved color which should be clearly visible at dawn or at dusk by drivers. Sticker color should be changed periodically to prevent counterfeiting of same. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the Contractor's name and telephone number, state the City of Darien title and be consecutively numbered for record keeping and balancing purposes. Stickers will be delivered to retail outlets and the City upon request, by the Contractor.

The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers. The City also agrees to act as a disposal sticker retailer for the Contractor.

The Contractor shall also make disposal stickers available through the mail (10 sticker minimum). The Contractor shall be authorized to add the cost of postage for disposal stickers sold via mail. The City shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Customers shall have the right to purchase refuse and yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers. The Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the City of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

#### Price and Collection Structure

The Contractor shall agree to provide once a week same day; refuse, recycling and yard waste collection services. Special services, emergency services and collections, bundled brush collection, fall leaf collection, and live Christmas tree collection services will be scheduled on mutually agreed upon dates.

The City reserves the right to add surcharge per sticker to defray expenses incurred by the City for administering this Contract.

#### Recyclable Material Program

The City of Darien's recycling material program shall remain voluntary on the part of any person receiving residential scavenger service. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving single-family residential scavenger service. The cost of single-family recycling collection and disposal services shall be built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard waste. All revenue collected from the sale of recyclable material shall be the property of the Contractor. The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness.

The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.

The Contractor shall collect those recyclable materials as defined in this Contract. Further, the Contractor and the City may agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.

There shall be no limit to the number of recyclable containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing eighteen (18) gallon blue recycling

containers (single-family residential) and have the right to purchase and place for collection additional recycling containers. The Contractor shall collect from all recycling containers that have been placed for collection and shall place emptied recycling containers (single-family residential) upside down to prevent the containers from blowing about.

The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkways areas.

The Contractor shall purchase and maintain a reasonable supply of eighteen (18) gallon (no less), high-density polyethylene recycling containers for single-family residential scavenger service to cover replacement for lost, damaged and stolen containers; for customers desiring additional recycling capacity; and initial containers for newly constructed residences. The City reserves the right to approve the type of containers purchased by the Contractor.

Recycling containers shall be sold to customers at a cost not to exceed a maximum charge of Eight and no/100ths Dollars (\$8.00) per container. The Contractor shall deliver the recycle containers to the customers upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the customer for the container or deliver it on a cash on delivery basis. The Contractor shall also supply and sell to the City such recycling containers, if the City decides to sell recycling containers at the City's facilities to customers, for the same price as set forth above. The Contractor shall be responsible for delivering the containers to the specified City facility at no additional cost to the City or its customers.

The Contractor shall pick up all recyclable material placed in the recycling existing eighteen (18) gallon containers, or the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall make available, at no cost, a recycling sticker or other identification mechanism, that may be affixed on the various containers used for recyclable material collection.

The City reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected. The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

The City reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program.

### Fall Leaf Collection and Amnesty Day Options

The City may require during each year of the contract Fall Leaf Collection and/or Amnesty Day Options at the

price specified in [Exhibit 1](#). The City of Darien shall have the choice of paying the contractor directly for Fall Leaf Collection and/or Amnesty Day or agreeing to a sticker price increase provided by the proposer in [Exhibit 1](#).

- All eligible households located within the City’s corporate boundaries shall be provided with weekly leaf collection by the Contractor during the first full week of October and end on the last collection day in November. Properly bagged leaves shall be in kraft paper yard waste bags or water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. No yard waste collection sticker is required in conjunction with this special program.
- All eligible households located within the City’s corporate boundaries shall be provided with one Amnesty Day pickup per year. The first two items place out for collection will be required to have the appropriate number of stickers attached. Items covered under the “White Goods” section of the contract would not be part of Amnesty Day and would still be required to have the appropriate number of stickers attached. Construction & demolition debris in amounts over 1 cubic yard would not be part of Amnesty Day. Amounts over 1 cubic yard will be picked up at the “Special Collections” rate as submitted and billed directly to the resident

### Live Christmas Tree Collection

The Contractor will provide curbside collection service of live Christmas trees two (2) weeks during the 2<sup>nd</sup> and 3<sup>rd</sup> full week in January each contract year. This collection will be done on the same day as a resident’s regular scheduled pickup day. It will be the responsibility of the Contractor to either recycle or correctly dispose of live Christmas trees. Residents will not be required to affix stickers for collection and there will be no cost to the City of Darien for this service.

The Contractor and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag.

### Monthly Reporting

The Contractor shall prepare and submit to the City a monthly refuse, yard waste and recycling material report, due by the 28<sup>th</sup> of the following month. The report shall include the following information for both single-family and multiple-family residential scavenger service (when provided):

#### REFUSE

- Total weight in tons of refuse sent to landfill each month;
- Name and location of the landfill facility used by the Contractor; and,
- Copy of all complaints filed by the City of Darien customers during the month.

#### YARD WASTE



Total volume in compacted cubic yards, or weight in tons, of yard waste collected;  
Name and location of the compost facility used by the Contractor; and,  
Copy of all complaints filed by the City of Darien customers during the month.

### RECYCLABLE MATERIAL

Total weight, in, tons of recyclable materials collected;  
Name and location of processing facility used by the Contractor; and,  
Copy of all complaints filed by the City of Darien customers during the month.

### Consumer Education

Upon request by the City, the Contractor agrees to provide residents with such educational and service description materials and information as the City deems necessary including, but not limited to introductory written materials to be distributed to resident prior to the start of the contract. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard waste collection program. There shall be no cost to the City, or its residents, for the printing and distribution of any consumer education materials.

### Title to Wastes

All refuse, yard waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

### Disposal

All refuse and yard waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

### Refuse and Yard Waste Cart ( 65 or 95 gallon) Option

Contractor shall make available an optional Cart Rental for refuse and yard waste material. The carts and the necessary equipment will be provided by the Contractor. The Contractor shall also be responsible for collection and disposal of the cart contents. The resident will be responsible for setting carts curbside for collection on the regularly scheduled collection day.

Carts will be 64 or 96 gallon wheeled plastic containers with hinged lids or covers whereby customers pay a monthly fee as an option to participate in the curbside program.

Collection services will be once per week. There will be a written agreement between the customer and the Contractor for cart rental. The cart rental agreement shall contain language that allows the customer to cancel, without penalty, the mutual agreement for any reason provided the customer notifies the Contractor in writing thirty (30) days in advance of the last date of desired service.

### Rates & Special Rates

For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed on [Exhibit 1](#) of this Contract. After the rate changes annually in accordance with the rate schedule residents will be

allowed to use stickers purchased under the previous year's cost.

For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility.

### Special Collections

The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and payment shall be made directly to the Contractor by the resident customer.

## **Contract Terms**

Incorporation of Preceding Sections. The general specifications of contract, definitions, and refuse, recycling and yard waste collection specification set forth above are incorporated as terms of this Contract as if fully set forth herein.

### 1. Exclusive Grant / Intent

The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all solid wastes. The Contract shall include all single-family and multi-family town homes and municipal facilities as required within the corporate boundaries of the City of Darien. This grant expressly includes the right and duty to service any land annexed to the city where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein.

The City of Darien will have the option of providing the contractor the exclusive right to be the sole provider of *Roll-off Container Services* relating to each building permit issued in the City requiring such service. The City would notify those obtaining building permits of the requirements. In addition to the price shown in [Exhibit 1](#), the contractor would assess a \$50 delivery fee for each new box delivered (one time charge per account). In exchange for this exclusive right, the contractor will provide a discount to the sticker price shown in [Exhibit 1](#). The exclusive right may be picked up or refused by the sole discretion of the City of Darien prior to each contract year.

During the term of the contract the contractor would have the exclusive right and be required to provide solid waste and recycling services once per week for multi-family residential units constructed after the contract is approved by the City. Arc would be responsible to mail monthly invoices to applicable multi family representatives.

It is the intent of this Contract to obtain, throughout its term, clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard waste from properties in the City of Darien. While the City recognizes that any collection service involves minor customer operating

problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Scope of Work

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all the labor, materials necessary tools, expendable equipment, and all transportation services and landfill space required to perform and complete the collection and disposal of refuse, yard waste and recyclables, all in strict accordance and compliance with this contract.

3. Term of Contract

The term of the Contract will be four (4) years, and shall commence at 12:01 a.m. on April 1, 2011 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the rates shown in [exhibit 1](#).

4. Sticker Refund

At the end of the Contract term, and should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard waste stickers returned to the Contractor within ninety (90) days after the end of such term.

5. Assignment

The Contractor shall not assign or subcontract this Contract or the work hereunder, without prior written consent of the City.

6. Independent Contractor/Compliance

The Contractor is an independent contractor, solely responsible for the control and payment of its employees. However, Contractor agrees to comply with all ordinances and laws, especially with laws concerning equal opportunity in employment, and shall comply with all state and federal laws and regulations regarding Worker's Compensation and Unemployment Insurance contributions.

7. Performance Bond

The Contractor shall provide the City with a performance bond issued by a surety in an amount equal to no less than 100% of the annual value of the Contract. The bond shall be subject to City Attorney's approval and reasonably acceptable to the City Attorney.

8. Local Office

The Contractor shall maintain an office to provide customer service for residents. The office shall be equipped with sufficient telephones and personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except during listed holidays, or as otherwise agreed upon by a Contractor Director and the City. The Contractor shall identify the location of the local office and the garage area (s) that will be used to service the City of Darien.

9. Collections Units

The base unit of service shall be known as a "Collection Unit or Stop" as further set forth for residential

service:

- (a) The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Darien, all refuse, yard waste and curbside recyclables that may be set out for collection one (1) time each week.
- (b) Residential building, unit or stop shall be defined as:
  - (1) Single Family dwelling:
  - (2) Multiple family dwelling units that may be eligible by agreement: or
  - (3) Other individually owned units where curbside service is possible and/or container/dumpster are not utilized.

10. Holidays

Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by establishing a permanent holiday schedule or plan to be printed within the refuse literature.

11. Collection from City-owned Facilities and Special Community Events

At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard waste and recyclable material from all City-owned facilities as set forth in [Exhibit 2](#) or as requested by the City.

The Contractor shall supply the City of Darien Municipal Services Department with one hundred thirty (130) twenty (20) yard dumpsters each contract year. The Contractor may choose to pay the City of Darien \$25,000 each contract year in lieu of supplying these dumpsters. Notification of a decision to pay \$25,000 in lieu of supplying the dumpsters must be made at least sixty days prior to the beginning of a new contract year.

The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard waste and recyclables as requested by the City's Designated Representative, with the size to be agreed upon and determined at the Contractor's best discretion. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. Any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, but no less than once per week ([Exhibit 2](#)).

City Hall – 1702 Plainfield Road  
Police Department – 1710 Plainfield Road  
Public Works Department – 1041 S. Frontage Road

The City may conduct or participate in special events throughout the term of the contract. At the City's

request Arc agrees to provide refuse and recycling removal for up to two special events at no cost to the City or sponsoring entity.

12. Schedule and Time of Collections

The City of Darien shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City of Darien, designating collection areas shall be made a part of this contract and approved by the City. In no case shall collection commence prior to 6:00 A.M. or continue past 6:00 P.M. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

The schedule shall not be changed without first obtaining consent from the City's designee, and not without giving a minimum of sixty (60) days written notice to all parties affected by the change. The Contractor will be required notify residents affected by the change through flyers placed on their door for three consecutive weeks prior to the change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

13. Schedule Adherence

If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall notify the City that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. Delays that are occasioned by holidays, or by daily precipitation of two (2) inches or more of rain, or six (6) inches or more of snow, may not be considered as violations. The City Administrator or the City's Designated Representative shall be the judge of whether delays constitute a violation, or not.

14. Emergencies: Strikes

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used at a price agreed to by the City and Contractor. The City reserves the right to direct which disposal sites are to be used during an emergency.

15. Local Improvements

The City of Darien reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. He shall, however, by an acceptable method, continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Darien.

16. Taxes, Licenses and Permits

- (a) The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the city or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work.
- (b) The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

17. Insurance – General Requirements

The Contractor shall carry at its own expense, the following:

- (1) Worker's Compensation Insurance – Statutory amount
- (2) General Liability Insurance:
  - (a) Personal Injury with limits of not less than \$1,000,000/\$2,000,000:
  - (b) Property Damage with limits of not less than \$500,000:
  - (c) Bodily Injury with limits not less than \$1,000,000/\$2,000,000.
- (3) Auto Liability Insurance:
  - (a) Bodily Injury with limits not less than \$1,000,000/\$2,000,000:
  - (b) Property Damage with limits not less than \$500,000.
- (4) Umbrella excess of \$5,000,000 each occurrence, \$5,000,000 aggregate.
  - (a) The Contractor shall include the City as an additional insured in both General, Umbrella, and Auto Liability Insurance policies. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the entire Contract term.

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder and a new policy shall be in place.

18. Accident Prevention

Precaution shall be exercised at all times for the precaution (including employees) and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

19. Blank

20. Placement of Containers

Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations.

The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic.

Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. In order to clean up, a broom and shovel will be required on each vehicle.

21. Blank

22. Replacement Damage

The contractor is responsible for damages resulting from its careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, shall be replaced by the Contractor at no extra charge to the user. The containers so supplied shall then belong to the user.

23. Collection Vehicles

The contractor will operate reasonably new, well-kept vehicles within the City of Darien for services provided within this contract. All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle.

However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of Darien.

Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

24. Equal Employment Opportunity – Affirmative Action

The Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall be required to have an Affirmative Action plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure implementation of equal employment. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. The Contractor shall file with the City a satisfactory "Fair Employment practices Affidavit". Findings of non-compliance with applicable State or Federal

Equal Employment Opportunity laws and regulations can be sufficient reason for revocation or cancellation of this Contract.

25. Employees

- (a) The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews.
- (b) The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving.
- (c) The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

26. Complaints Procedure

All complaints received by the Contractor shall be given prompt and courteous attention. The City and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient forms for logging of complaints by City of Darien staff. Any complaint received by the City shall be immediately faxed to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

27. Complaints

Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City.

If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.



The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as but not limited to rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

28. Customer Violations of City of Darien Code

The Contractor shall have the right to notify any customer of noncompliance with the applicable Darien code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the City.

29. New Customers

The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard waste.

30. Indemnification

To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

31. Default

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days (or 10 consecutive work days in the case of a strike by the Contractor's employees), and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default.

32. Cancellation/Termination/Fines

The City reserves the right to cancel the Contract in the event of a material breach of contract by the Contractor. The Contractor shall be given notice by the City of a material breach of contract and be allowed an opportunity to cure the breach before termination. The period to cure shall not exceed

fourteen (14) days. The City reserves the right to bring an action for equitable relief and for damages in the event of a breach of this Agreement by the Contractor. In the event the City prevails in the litigation, Contractor shall pay the City in addition to any damages awarded, the City's Attorney's fees incurred in connection with the pursuit of any litigation.

The CITY expects a high level of service to be provided to CITY residents. In the event the CONTRACTOR violates any of the following standards during the first year of the agreement, the City Administrator may assess fines against the CONTRACTOR for each incident in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the CITY – One Hundred and no/100ths Dollars (\$100.00) fines for each instance and for each day the violation continues. If the spill is cleaned up by the CITY, the fine shall be One Hundred and no/100<sup>th</sup> Dollars (\$100.00) plus the cost of clean up.
- B. Early start/late finish - fine of One Hundred and no/100ths Dollars (\$100.00) per route, per day will be assessed for each instance of pick-up prior to 6:00 A.M. or after 6:00P.M. reported to the CITY.
- C. Failure to make a required pick-up – One Hundred and no/100<sup>th</sup> Dollars (\$100.00) will be assessed for failure to make a required pick-up which is not remedied within one (1) business days of receipt of complaint. An additional One Hundred and no/100ths Dollars (\$100.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the CITY may be entitled to under law. The assessment of fines shall be made by the City Administrator. The City Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

- 1. Date of each violation.
- 2. Approximate location of each violation.
- 3. Nature of each violation.
- 4. Fine being assessed.
- 5. Total fine for the month.

The CONTRACTOR shall have thirty (30) days to pay the CITY any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Mayor and City Council the CITY shall have the right to draw on the Letter of Credit provided for in this Agreement for the amount of any unpaid fines. The City Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and City Council. The Mayor and City Council shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Mayor and City Council regarding any such appeal shall be final.

33. Force Majeure

1. Neither party shall be deemed in violation of this Agreement for the delay in that party's performance or failure to perform in whole or in part its obligations under this Agreement due to, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf, provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control.
2. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Agreement, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible.
3. The Contractor shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

34. Change in Law

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35. Notices

All notices hereunder shall be in writing and must be served either personally or by certified mail to:

- A. The City of Darien  
ATTN: City Administrator  
1702 Plainfield Road  
Darien, Illinois 60561

With a copy to:  
John B. Murphey

Rosenthal, Murphey & Coblentz  
30 North LaSalle Street  
Suite 1624  
Chicago, Illinois 60602

B. The Contractor at:

INSERT CONTRACTOR CONTACT BELOW

Veolia ES Solid Waste Midwest, LLC  
ATTN: General Manager  
4600 West Lake Street  
Melrose Park, Illinois 60160

With a copy to:  
Veolia ES Solid Waste Midwest, LLC  
ATTN: General Council  
125 South 84<sup>th</sup> Street, Suite 200  
Milwaukee, Wisconsin 53214

Unless and until other addresses are specified by notice given in accordance herewith.

36. Amendment

This contract may be modified or amended by a written agreement executed by the parties or their authorized representatives.

37. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract, so long as the material purposes of this Contract can be determined and effectuated.

38. Successors and Assigns

This contract shall be binding upon the parties, their successors and assigns.

39. Entirety

This Contract, and any exhibits attached hereto, contains the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

CITY OF DARIEN, an Illinois  
Municipal Corporation,

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

(Seal)

ATTEST:

\_\_\_\_\_  
City Clerk

Veolia ES Solid Waste Midwest, LLC,  
a Wisconsin corporation,

By: \_\_\_\_\_  
James M. Rooney

Date: January 27, 2011

(Seal)

ATTEST/WITNESS:

\_\_\_\_\_  
Robert F. Pfister

## City of Darien

### EXHIBIT 1

#### RATES - INITIAL PERIOD

Description of Service	Year 1 4/1/11 - 3/31/12	Year 2 4/1/12 - 3/31/13	Year 3 4/1/13 - 3/31/14	Year 4 4/1/14 – 3/31/15
Refuse Sticker price (includes recycling) to be charged to customer	2.79	2.92	3.05	3.18
Optional Cart 64 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	17.85	18.65	19.49	20.37
Optional Cart 96 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	21.85	22.83	23.86	24.93

One Amnesty Day Collection	75,000	78,375	81,902	85,588
Sticker Price Increase for One Amnesty Day Collection	.20	.21	.22	.23
Bulk Items (number of stickers)	2 Stickers	2 Stickers	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00	\$8.00	\$8.00
Special leaf collection	\$45,000	\$47,025	\$49,142	\$51,353
Sticker Price Increase for Special leaf collection	.10	.11	.12	.13
Special Collections (charge per cubic yard to customer)	\$8.00	\$8.50	\$8.75	\$9.00
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0	0	0
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$240	\$250	\$2.65	\$275
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	285	300	310	325
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	350	365	380	400
Disposal Rate for Roll-Off Container Service Overages (per ton)	45	47	49	51

**OPTION PERIOD**

Description of Service	Year 1 4/1/15 - 3/31/16	Year 2 4/1/16 - 3/31/17
Refuse Sticker price (includes recycling) to be charged to customer	3.33	3.48
Optional Cart 64 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	21.29	22.24
Optional Cart 96 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	26.06	27.23
Optional Cart Price 96 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	26.06	27.23
Optional Cart Price 64 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	21.29	22.24

One Amnesty Day Collection	\$89,440	\$93,465
Sticker Price Increase for One Amnesty Day Collection	.24	.25
Bulk Items (number of stickers)	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00
Special leaf collection	\$53,665	\$56,100
Sticker Price Increase for Special Leaf Collection	.14	.15
Special Collections (charge per cubic yard to customer)	9.25	9.50
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	286	300
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	340	355
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	415	435
Disposal Rate for Roll-Off Container Service Overages (per ton)	53	56

**City of Darien**  
**EXHIBIT 2**

**CITY OF DARIEN MUNICIPAL FACILITIES**

Darien City Hall 1702 Plainfield Road	1 – 4-Yard Covered Container 2 – 96-Gallon Recycling Totes
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Darien, 60561

Darien Police Facility 1710 Plainfield Road	1 – 4-Yard Covered Container 3 – 96-Gallon Recycling Totes
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Darien, 60561

Darien Public Works Facility 1041 S. Frontage Road seasonal) Darien, 60561	1 – 4-Yard Covered Containers 1 – 20 -Yard Landscape Waste  1 – 20-Yard Dumpster (on-call basis- maximum of 130 per year) (Contractor may pay the City of Darien \$25,000 in lieu of providing these dumpsters)
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The Contractor shall provide, at no cost to the City, the collection and disposal of all garbage and rubbish once each week, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost from the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with carts and containers/dumpsters to said facilities as set forth in the Contract.



# CITY OF DARIEN

## MEMO

**TO:** City Council

**FROM:** Scott Coren, Assistant City Administrator

**DATE:** February 2, 2011

**SUBJECT:** Change In Law Contract Language

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Staff met with Veolia Environmental about the contract language issue that caused staff to recommend removal of the contract from the agenda at the last City Council meeting. Veolia agreed to modify the language and demonstrated they would remain the low bid under all reasonable change in law scenarios. This language is also better than a fuel increase clause inserted by the next lowest bidder, Allied Waste. The City also has the ability to terminate the contract if we do not want to accept the price increase.

Within the new "Change In Law" paragraph, if a federal, state or local government changes a law that increases Veolia's cost by more than 2% of their gross yearly revenue, Veolia may approach the City to increase the sticker price to the resident. Staff ran three examples of laws that could change and impact the contract, and found the change must be so extreme to reach the 2% threshold that it is extremely unlikely it would ever be used. In the event the Change In Law section was triggered, it would only cause a small increase in sticker prices. If the Change In Law paragraph is triggered for a change of approximately \$30,000, this would add around \$0.08 per sticker, or approximately 3%. Below are the three examples staff used. If you have any questions please call Scott at (630) 353-8104.

### Change In Law Analysis

- Assumptions:
1. Contract Gross Revenue of \$1,500,000
  2. Change In Law language is equal to 2% of Gross Revenue
  3. Law change must impact Veolia by \$30,000

### **Example 1: Corporate Tax Increase, currently at 7%**

The State of Illinois increases the corporate income tax by 2.2% (the same increase recently passed by the State of Illinois)

Profit Margin (Estimated): 20%  
Gross Profit: \$300,000  
Tax Increase: \$6,600

The corporate tax increase recently enacted by the State of Illinois would cost Veolia \$6,600. This does not meet the \$30,000 threshold under the 2% required under the contract. In order for a corporate tax increase to trigger the Change In Law, it must be increased by 10% or more at one time, or be a 242% tax increase.

### **Example 2: Illinois Dump Fee Increase, currently at \$2.22/ton**

The State of Illinois increases the dump fee by 220% (Same amount enacted by Wisconsin in 2009)

# of annual refuse tons hauled: 5,350  
Current Charge: \$11,877  
Increased Charge: \$26,129  
Increase in landfill fees: \$14,252

The 220% increase enacted by Wisconsin in 2009 would cost Veolia \$14,252. In order for a dump fee increase to trigger the change in law, the state must increase landfill fees by 355% at one time.

### **Example 3: Fuel Tax Increase, currently at \$0.70 per diesel gallon in Illinois**

100% Increase (This would put Illinois as the highest in the nation, almost double any other state)

# of gallons used per year (estimated 150 miles/day, two trucks, 3mpg): 26,000  
Current tax per year: \$18,200  
Increased Tax: \$18,200

An increase in diesel gas tax must be at least 165% in one year to trigger the Change In Law. There is no comparable tax anywhere in the United States.