

AGENDA
Rescheduled Meeting
Municipal Services Committee
October 24, 2011
6:00 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Municipal Services Project Tour** - The meeting includes a tour of the High Road drainage project. Limited seating for the public may be available in a municipal vehicle or residents can follow the tour in their own vehicle.
4. **New Business**
 - a. **Ordinance – Crossroads of Darien PUD – Building G, 8350 Lemont Road, The Goddard School:** Petitioner seeks Final PUD approval for Building G and a Minor Amendment to the approved PUD for a daycare center
 - b. **Resolution** –Accepting a Drainage Easement from the property owners of 706 and 710 69th Street.
 - c. **Resolution** – Awarding a contract to Steve Piper & Sons, Inc. in an amount not to exceed \$88,060.00 for the City’s annual Tree Trimming and Removal Program
 - d. **Resolution** – Authorizing the mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2012 Street Maintenance Program in an amount not to exceed \$13,500.00
 - e. **Minutes** – August 15, 2011 – Special Meeting Municipal Services Committee
 - f. **Minutes** - September 26, 2011 – Municipal Services Committee
4. **Director’s Report**
5. **Next scheduled meeting** – November 28, 2011.
6. **Adjournment**

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

Issue Statement

PZC 2011-08: **Crossroads of Darien PUD, 8350 Lemont Road, The Goddard School:** Petitioner seeks Final PUD approval and a Minor Amendment to the approved PUD for a daycare/preschool center.

Applicable Regulations: Zoning Ordinance, Section 5A-3-2-3: Final Plan Procedure, PUD.
 Zoning Ordinance, Section 5A-3-2-5(B): Minor Changes, PUD.
 Ordinance O-28-00: Ordinance approving the Crossroads of Darien PUD.

General Information

Petitioner/
Property Owner: Michael Petrucelli
 305 Ottawa Lane
 Oak Brook, IL 60523

Property Location: 8350 Lemont Road

PIN: 09-31-402-018

Existing Zoning: B-2 Community Shopping Center Business District/PUD

Existing Land Use: Vacant lot

Proposed Land Use: Daycare/preschool center

Surrounding Zoning and Land Use:

North: B-2 Community Shopping Center Business District/PUD – Walgreens Pharmacy
South: R-3 Multi-Family Residence – single-family attached homes (townhomes)
East: B-2 Community Shopping Center Business District – CVS Pharmacy
West: B-2 Community Shopping Center Business District/PUD – offices

Comprehensive Plan Update: Commercial

History: In 2000, the City Council approved the Crossroads of Darien PUD, Ordinance O-28-00, October 2, 2000. Since then, amendments to the approved plan have been approved, such as permitting medical clinics within the various office buildings.

Size of Property: 1.2 acres (subject property only)

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on Lemont Road, with access to 83rd Street.

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 Rogina & Associates, dated July 11, 2011.
2. Engineering Plans, 7 sheets, prepared by Rogina & Associates, latest revision dated September 2, 2011.
3. Landscape Plan, 2 sheets, prepared by Rogina & Associates, dated August 15, 2011.
4. Photometric Plan, 1 sheet, prepared by Rogina & Associates, latest revision dated September 2, 2011.
5. Building Elevation Drawing, 1 sheet, *latest revision dated October 12, 2011.*

Planning Overview/ Discussion

Crossroads of Darien is located at the southwest corner of Lemont Road and 83rd Street/Plainfield Road. This development was approved as a Planned Unit Development (PUD). The development includes:

Walgreens
Retail building
Office buildings

The subject parcel is located within the Crossroads of Darien PUD, on the west side of Lemont Road, immediately south of Walgreens. It is the last remaining site to be built on within this development.

The petitioner proposes constructing a daycare/preschool center for children, The Goddard School.

Minor PUD Amendment

The ordinance approving the PUD limits the uses within the office buildings to those uses permitted under the O Office zoning classification, which are office uses, whether business or professional. Daycare and preschools are special uses in the O Office zoning district. In similar situations, staff and the City Attorney have determined that considering the proposed use via a minor amendment review process is acceptable. Typically, a request for a minor amendment to an approved PUD does not come before the Planning and Zoning Commission, but would go directly to the City Council's Municipal Services Committee.

Staff does not object to the proposed use. Originally, the PUD included both a YMCA and a daycare center. Later, the PUD was amended with those uses being eliminated.

The amount of required parking for a daycare/preschool is less than for an office use per the Zoning Ordinance:

Daycare, preschool:	2 parking stalls per 1,000 gross square feet of building area <i>18 parking stalls required, 39 provided within the immediate vicinity</i>
Office:	5 parking stalls per 1,000 gross square feet of building area

Final PUD

Preliminary PUD approval was granted for the entire PUD plan. Final PUD approval has been granted at the time final, construction plans were submitted for each of the buildings. Final PUD approval does not require a public hearing, a public hearing was held during the preliminary PUD approval process. Final PUD approval is intended to ensure final plans are in substantial compliance with the approved preliminary plans.

The building elevation drawing shows the building façade will match substantially the other office buildings, in terms of details and materials: face block, face brick, stone trim, aluminum gutters, asphalt shingles. The petitioner will need to provide a material board to confirm colors.

The photometric plan shows the exterior lighting will comply with the Zoning Ordinance, lighting not exceeding 3 foot-candles at the property line. Regardless, lighting sources will need to be shielded or adjusted in some manner if there is a glare onto an adjacent property

Staff finds the final plans submitted to be in substantial compliance with the approved preliminary plans, in terms of building location, building footprint, building architectural details and materials, parking location and layout and in terms of stormwater management, subject to the following comments:

1. Building foundation landscaping: A 10-foot wide landscape strip, on all four sides of the building, and not less than 50% of the front façade. *Landscaping shown on two sides only. Landscaping along the outside of the fenced-in play area is acceptable.*
2. Parking lot island landscaping: Landscape islands, at least 9 feet wide, with one shade tree and 16 low shrubs. *Landscape islands do not provide the required landscaping.*
3. Free-standing sign: Per the Sign Code, the sign base must be at least 75% of the sign width. Otherwise, the sign area and height comply. The drawing indicates changeable copy. The Sign Code permits only manual changeable copy signs.
4. Dan Lynch, PE, Christopher B. Burk Engineering, the City Engineer reviewed the engineering plans and has provided his comments in a letter dated October 10, 2011, letter attached to memo.
5. Material board to be provided.

All comments must be addressed prior to item being placed on the City Council's agenda.

Staff Findings/Recommendations

Staff recommends the Planning and Zoning Commission make the following recommendation granting the petitions:

Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 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, subject to the following conditions:

1. **Provide the required building foundation landscape strip.**
2. **Provide the required landscaping within the parking lot landscape islands.**
3. **Revise sign to provide a sign base at least 75% of the sign width.**
4. **Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering**
5. **Provide a material board.**

Planning and Zoning Commission Review – October 19, 2011

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

Members absent: Gloria Jiskra, Kenneth Ritzert.

Michael Petrucelli, petitioner; Robert Claes, attorney for petitioner; Matt Wisz, Interplan, architect for petitioner; James Schimdt, Rogina and Associates, engineer for the petitioner, were present.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted that the Crossroads of Darien PUD development was approved in 2000, that preliminary approval had been granted for the entire development, with final approvals granted as each site was built on.

He stated staff finds the plans to be consistent with the approved PUD plans, that the staff comments are minor in nature.

Chairperson Meyer asked about lighting and glare.

Mr. Griffith stated the photometric plan shows they will comply, but that once the lighting is in place if there is glare onto adjacent properties the light will need to be adjusted or a shield put in place.

James Scargill, The Goddard School, described the proposed use. He stated the Goddard School has been around for 25 years, based in Pennsylvania. He stated the daycare center is open during the weekend, but not on weekends. He stated the center can accommodate 140 children with 18 staff. He stated they focus on child development.

Commissioner Hickok asked about the ages of children serviced, if background checks were done on the staff and if teachers were certified.

Mr. Scargill stated the children range for 6 weeks to 6 years, they have a vetting process in place for hiring staff and that teachers are trained and certified.

Chairperson Meyer asked about the interior layout of the center.

Mr. Scargill stated that children are placed in various rooms based on age. He stated there are 2 staff members in each room.

Commissioner Lind asked about drop-off/pick-up times, how such activity is accommodated.

Mr. Scargill stated that there is not a specific morning or evening hour were parents drop-off or pick-up their children. He stated there is not vehicle queuing, that this activity occurs over several hours in the morning and evening. He stated parents must park their vehicles, get out and bring the children into the building, that there is a biometric system in place which requires the parent to physically bring their child into the center. He stated that approximately 30% of the children leave after lunch.

Chairperson Meyer asked about lunch, if there is cooking. She asked about the playground surface.

Mr. Scargill stated typical parents bring food for their child, that meals are not prepared, but there are facilities to warm up food and there is a sink.

Mr. Scargill stated the play area is grass and rubber surface around the pay equipment.

Commissioner Kiefer asked about the retaining wall, and whether the landscape comments can be addressed.

Mark Wisz, Interplan, the architect for the petitioner, presented the building elevation drawings. He described how the drawing has gone through several revisions.

Mr. Griffith noted that the drawings being presented were not the drawings submitted for review and for the Commission's consideration, and that the drawings were not consistent with the approved PUD plan. He stated this at least the second time that elevation drawings the petitioner has presented that were not consistent with the PUD plan, even after receiving staff comments concerning the matter. Mr. Griffith stated if they wished to revise the plan, they needed to submit those plan revisions for review.

Mr. Wisz explained the nature of the revisions but stated they would proceed with the drawings submitted to the Commission. He presented a material board reflecting the changed building elevations.

Mr. Wisz stated that the staff comments concerning engineering and landscaping can be addressed.

Chairperson Meyer asked about the fence surrounding the play area.

Mr. Scargill stated the fence is a solid, white, 6-foot tall vinyl fence. He stated the vinyl fence has worked well for them and helps absorb sound from the play area.

The Commission discussed the fence, color and style, whether the fence color should match the building exterior. The Commission found the proposed fence to be acceptable.

Robert Claes, attorney for the petitioner, stated they are asking for a waiver from the landscaping requirements, to eliminate the required building foundation landscaping. He stated the plan calls for sidewalks, where not required by Code, to provide parent access to the building as well as meet ADA requirements. He stated there is not room to provide the landscaping, that the easements on place restrict the building location too.

Mr. Griffith stated that the landscaping does not meet the Zoning Ordinance requirements or the approved PUD plan, specific to building foundation landscaping. He stated the petitioner had been given comments concerning landscaping, that the landscaping could be placed on the outside of the fenced-in play area to comply with the ordinance. He stated the petitioner indicated the plans could be changed to comply with the requirements. He stated the petitioner specifically stated they were not seeking variations from the Zoning Ordinance or the approved PUD plan. He stated the goal was to minimize the deviations from the Zoning Ordinance and the PUD plan to avoid triggering a needless public hearing, referring to both the landscaping and building elevations.

Commissioner Oberland stated it was disrespectful to submit plans for Commission approval, then come to the meeting and present different drawings which had not been reviewed by staff, referring specifically to the building elevation drawings.

The Commission discussed the requirement for building foundation landscaping. The Commission concurred there did not appear to be space to provide the landscaping along the north and west sides of the site, and the sidewalk would be a benefit, providing access to the building.

There was not anyone from the public 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 2011-08 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, subject to the following conditions:

- 1. Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch,**

- PE, Christopher B. Burk Engineering**
- 5. Provide a material board.**
 - 6. Building elevations to be consistent with the drawings submitted for review and dated August 29, 2011.**

Municipal Services Committee – October 24, 2011

All comments are required to be addressed prior placing this item on the City Council's agenda.

Staff met with the petitioner concerning the building elevation drawings, to review the revised drawings shown to the Commission at their October 19, 2011, meeting. Staff finds these drawings to be substantially consistent with the approved PUD plan. Therefore, staff does not object to this revision. *The list of plans associated with this petition has been revised accordingly, page 2 of this memo.*

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation:

Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented, subject to the following conditions:

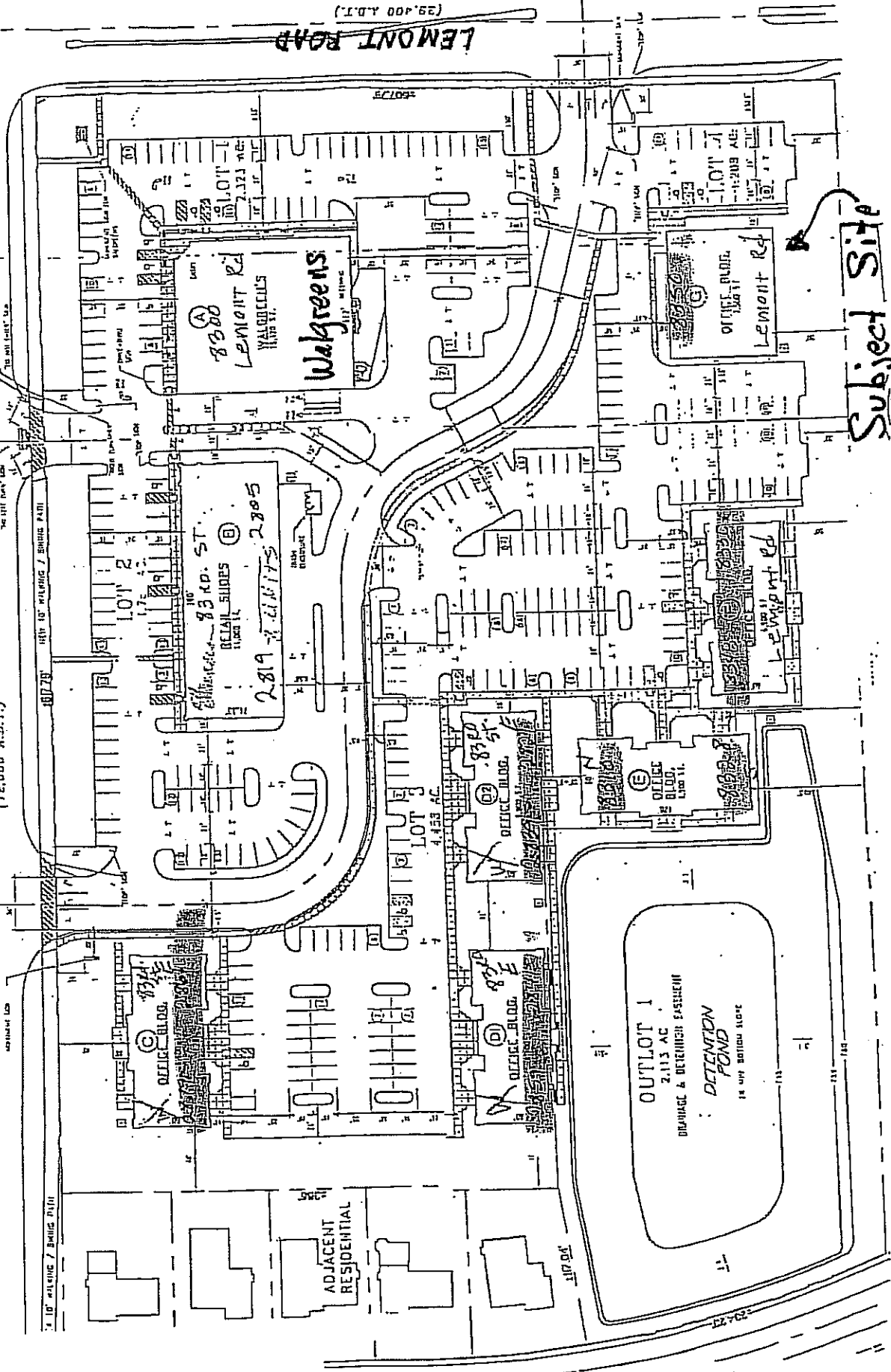
- 1. Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering**
- 5. Provide a material board.**

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on October 19, 2011.
The Municipal Services Committee will consider this item at its meeting on October 24, 2011.

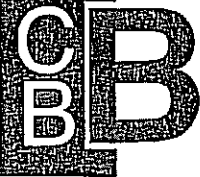
0374 (12,000 A.D.T.)

LEMONT ROAD (29,400 A.D.T.)



Subject Site

Crossroads of Darien PUD



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

October 10, 2011

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Mike Griffith

Subject: Proposed Goddard School – Crossroads Subdivision
(CBBEL Project No. 95-323 HHH)



Dear Mike:

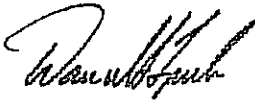
As requested in your memo dated September 6, 2011 we have reviewed the engineering plans for the proposed project prepared by Rogina & Associates, Ltd. and dated September 2, 2011. The following comments shall be addressed before we can recommend final approval:

1. The water service can be a single 6 inch service from the public main to the point where it turns south to go into the building. The 2 inch domestic service can split off at this point with a b-box on the service outside of the fence.
2. Clarify if the curb in front of the handicapped stalls is to be depressed. If not, designate a striped accessible route to the nearest curb ramp.
3. Show the handicapped parking signs on the plan.
4. On the sanitary inspection manhole to be abandoned, we suggest a note be added to remove the top sections of the manhole after plugging the service.
5. The south yard (south of the building) has proposed sheet drains onto the property to the south with the grade and slope being increased. There is currently a swale along this area. Although an 18 inch pipe is proposed to carry the overflow route, the grades are such that it would overflow south when the pipe is approximately half full. We suggest constructing a retaining wall just south of the fence to preserve the existing overflow swale and eliminate the need for the 18 inch sewer. It appears such a wall would be approximately 3 feet high.
6. Show on the plan the location of the dumpster, portable toilet, concrete washout area, and trailer (if one is to be used).
7. Specify the use of inlet filter baskets instead of filter fabric under storm grates. Also indicate which inlets are to be protected. Include an inlet basket detail.

8. Although stormwater detention was provided with the original development, the site predates BMP requirements. BMPs are required for this site along with supporting calculations.
9. The photometric plan appears appropriate, but a note shall be added that, if directed by the City, glare shields shall be added to lights. This could apply to the southern-most light in the east parking lot if it is found to be problematic for the neighboring residences.
10. Provide an opinion of cost for items required under the stormwater ordinance.
11. A permit is required from DuPage County for the sanitary sewer connection.
12. A Notice of Intent must be filed with IEPA as the site is greater than one acre.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,



Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

cc: Dan Gombac – City of Darien

AGENDA MEMO
Municipal Services Committee
October 24, 2010

Issue Statement

Approval of a Resolution accepting a Drainage Easement from the property owners of 706 and 710 69th Street.

Background/History

The resident at 710 69th Street has agreed to participate in a rear yard drainage project with the City. See attached correspondences. The FY 11/12 Budget included funds for the *Rear Yard Drainage Assistance Program*. Staff has determined the project meets the program requirements and is within the City Administrator's expenditure approval amount of \$5,000.

Existing conditions reveal that storm water flows into the abovementioned back yards from several upstream properties. The storm water does not have a route to sheet flow towards 69th Street and therefore creates ponding and saturated conditions between the homes for prolonged periods of time. City staff has recommended a joint project with the residents to correct the affected rear yard deficiency. The property owner of 710 69th Street has agreed to the project which includes the installation of storm sewer pipe and inlets to rid the rear yard area of the drainage concerns.

During our project review it was identified that the existing side yards between the abovementioned properties do not have an existing easement. Prior to the City beginning the proposed Rear Yard Drainage project, a 10-foot side yard drainage easement is required. The proposed easement shall include 5-feet from each of the abovementioned properties and would be dedicated to the City of Darien as a drainage easement. The property owners are in agreement with the easement and the property owner of 710 69th Street has paid for the preparation of the drainage easement dedication and recording. A copy of the Plat of Easement for 706 and 710 69th Street is attached and labeled as Attachment A.

Staff Recommendation

Staff recommends approval of this Resolution.

Alternate Consideration

Not approving the Resolution at this time.

Decision Mode

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



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

July 1, 2011

Mr. Darren Ferguson
710 69th Street
Darien, IL 60561

Dear Mr. Ferguson:

This letter is an update to the recent correspondence dated June 20, 2011, regarding the ongoing drainage concern within the rear yard drainage easement of 706 and 710 69th Street. Below are the survey participation results:

710 69th Street Yes
706 69th Street-No Response

The City has tallied the final participants with a final count of one (1). The scope of the project has been reviewed to reflect the proposed participation level and the cost has been reduced to approximately \$4,800.00 for the drainage project and \$675.00 for the easement dedication. The Ferguson resident's agree to pay the first \$1,000 dollars of the drainage project and \$675.00 for the easement dedication for a total of \$1,675.00. The City will be contributing the remainder in the amount of \$3,800.

Prior to the project being initiated we will be requiring a 10-foot side yard easement between your residence, 710 69th Street and 706 69th Street. The proposed easement shall include 5-feet from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording. As per our telephone conversations, you had informed me that the property owner at 706 69th Street has agreed to provide the easement. City staff has not been able to verify that 706 69th Street will dedicate the easement. Both property owners will be required to sign the easement dedication and City Council approval will be required.

Prior to the staff scheduling the surveyor a deposit in the amount of \$675.00, payable to the City of Darien will be required. Upon completion of the drainage project, the remainder of the invoice will be mailed to you.



July 1, 2011

Mr. Darren Ferguson
710 69th Street
Darien, IL 60561

Dear Mr. Ferguson:

This letter is an update to the recent correspondence dated June 20, 2011, regarding the ongoing drainage concern within the rear yard drainage easement of 706 and 710 69th Street. Below are the survey participation results:

710 69th Street Yes
706 69th Street-No Response

The City has tallied the final participants with a final count of one (1). The scope of the project has been reviewed to reflect the proposed participation level and the cost has been reduced to approximately \$4,800.00 for the drainage project and \$675.00 for the easement dedication. The Ferguson resident's agree to pay the first \$1,000 dollars of the drainage project and \$675.00 for the easement dedication for a total of \$1,675.00. The City will be contributing the remainder in the amount of \$3,800.

Prior to the project being initiated we will be requiring a 10-foot side yard easement between your residence, 710 69th Street and 706 69th Street. The proposed easement shall include 5-foot from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording. As per our telephone conversations, you had informed me that the property owner at 706 69th Street has agreed to provide the easement. City staff has not been able to verify that 706 69th Street will dedicate the easement. Both property owners will be required to sign the easement dedication and City Council approval will be required.

Prior to the staff scheduling the surveyor a deposit in the amount of \$675.00, payable to the City of Darien will be required. Upon completion of the drainage project, the remainder of the invoice will be mailed to you.

2-7132-2710
EZCheck™ Check
Fraud Protection

3278

7/8 2011

Pay to the order of City of Darien \$ 675.00
Six hundred seventy-five and 00/100 Dollars

CHARTER ONE BANK
CHARTERONE.COM

For Survey deposit - 710 69th

⑆ 271071321⑆ 8315137602⑆ 3278



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

August 5, 2011

Ms. Melissa Chambers
706 69th Street
Darien, IL 60561

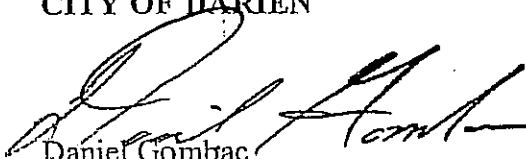
Dear Mr. Chambers:

This letter is an update to the recent correspondence dated July 1, 2011, regarding the proposed side yard drainage easement for 706 and 710 69th Street. Mr. Ferguson has recently submitted a payment to the City to begin the plat of easement work. The proposed easement shall include 5-feet from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording.

Prior to the City authorizing the surveyor to begin, we are requesting an acknowledgement from you for the 5-foot side yard easement. There will be no costs to you for the preparation of the plat of easement, although a final signature will be required. In addition, there will be no costs to you for the proposed rear yard drainage project at 710 69th Street.

We request that the attached form be completed and returned to the City of Darien by no later than August 10, 2011. Should you have any further questions regarding this matter, please feel free to contact me at (630) 353-8106 or via e-mail at dgombac@darienil.gov.

Sincerely,
CITY OF DARIEN


Daniel Gombac
Director of Municipal Services

cc: Mr. Darren Ferguson-710 69th Street
Kathleen Weaver, Mayor
Tina Beilke, Alderman Ward 2
Bryon Vana, City Administrator
Daniel Salvato, Superintendent of Municipal Services
David Fell, Municipal Services Foreman-Streets

ATT



24 INLET (78)

REPTIV ENDING STRUCTURES

706

100 PIGG LANE
PILES

69TH ST

5 FOOT EASEMENT

24 X 24 INLET

5 FOOT EASEMENT

6 FOOT EASEMENT

706

EV
YK
K

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF A STORM SEWER
AT 706 AND 710 69TH STREET**

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

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

WHEREAS, the City will require a 10-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 706 and 710 69th Street; and

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

WHEREAS, the 10 foot easement will be located 5-foot east of the western side yard of 706 69th Street and 5-foot west of the eastern side yard at 710 69th Street, and as further described as:

OF THE EAST 5.00 FEET OF LOT 582 (EXCEPT THE NORTH 10.00 FEET THEREOF) AND THE WEST 5.00 FEET OF LOT 583 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759 IN DUPAGE COUNTY, ILLINOIS.

706 69th Street: PROPERTY IDENTIFICATION NO: 09-22-405-016

710 69th Street: PROPERTY IDENTIFICATION NO: 09-22-405-015

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

WHEREAS, the City has determined that it is in its best interest to permanently utilize the property as described above for a drainage easement as granted by property owners of 706 and 710 69th Street to the City;

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

SECTION 1: Authorization. The Mayor and Clerk are hereby authorized and directed to execute and attest respectively a permanent drainage easement attached hereto as Exhibit A and made a part hereof. The City Council approves of and accepts this easement.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2011.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2011.

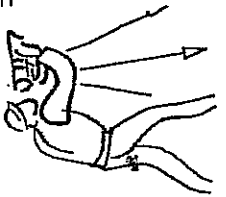
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

JOHN B. MURPHEY, CITY ATTORNEY

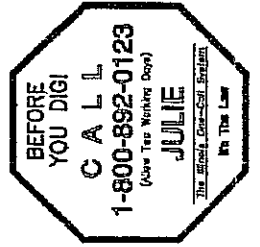
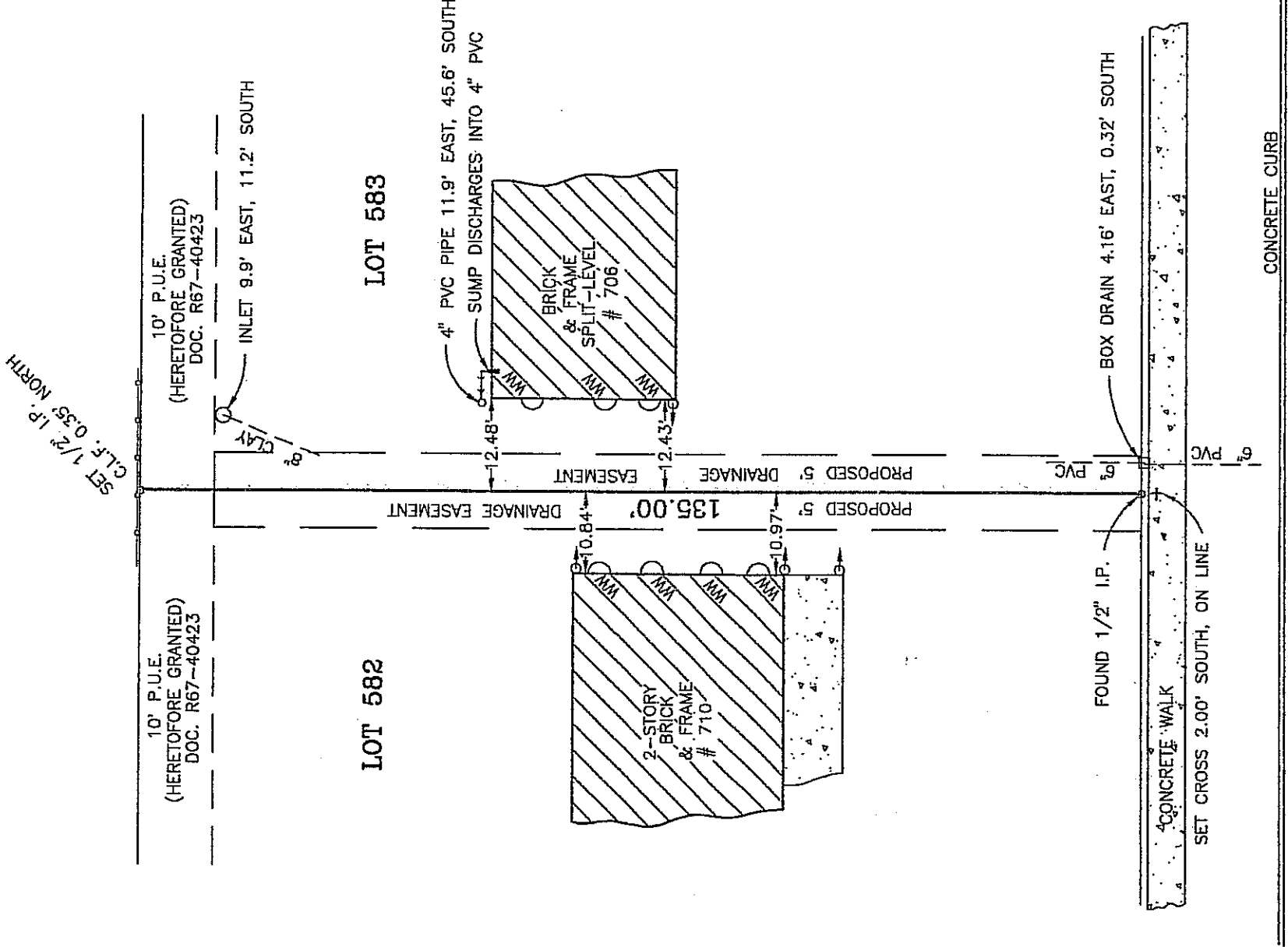


• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CE

SCHOMIG LAND SURVEYORS, LTD. Plat of Survey

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

OF THE DIVISION LINE BETWEEN LOTS 582 AND 583 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DU PAGE COUNTY, ILLINOIS.



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

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

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

SURVEY DATE: SEPTEMBER 20, 2011
BUILDING LOCATED: SEPTEMBER 20, 2011
ORDERED BY: CITY OF DARIEN
PLAT NUMBER: 110763, H20-4 SCALE: 1" = 20'

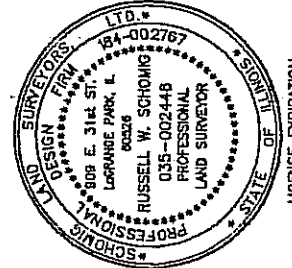
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

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

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

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

- WW = WINDOW WELL
- DS = DOWN SPOUT
- I.P. = IRON PIPE
- C.L.F. = CHAIN LINK FENCE
- B.L. = BUILDING LINES
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- CL = CENTER LINE



BY: Russell W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

AGENDA MEMO
Municipal Services Committee
October 24, 2011

ISSUE STATEMENT

Approval of a resolution awarding a contract to Steve Piper and Sons in an amount not to exceed \$88,060.00 for the City's 2011/12 Tree Trimming and Removal Program.

BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, 56 tree removals and stumping. The removals were identified during the inventory process during 2010 and 2011. Please recall, last year's Tree Trimming Program was removed from the FY10/11 Budget. Below are the areas to be trimmed:

- South of 75th Street, west of Cass Avenue, north of North Frontage Road and east of and including Creekside Lane
- Farmingdale Ridge subdivision.
- Carriage Green subdivisions.

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering, and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$65.00 per tree in the front yard and \$140.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding.

The contract calls out for unit pricing for emergency services. All tree removals and stump grinding unit pricing shall be held firmly in place until December 31, 2012. Please find labeled as Attachment A, pages 3-4, the bid results that were opened on October 18, 2011. Please note there are two optional contract extensions for 2012-13 and 2013-14 that may be exercised by the City. The contract extensions will be formally entertained at a future date pending budget approval.

2011 City of Darien Tree Removal Schedule				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Tree Trimming	Each	1,750.00	\$ 34.00	\$ 59,500.00
Tree Removal per DBH	Per Inch	775.00	\$ 30.00	\$ 23,250.00
Misc Stump Removal	Each	59.00	\$ 90.00	\$ 5,310.00
Total Cost				\$ 88,060.00

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11/12 BUDGET	EXPENDITURE TO DATE	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4375	TREE TRIMMING AND REMOVAL	\$99,490.00	\$ 11,259.00	\$ 88,060.00	\$ 171.00

References for Steve Piper and Sons have been verified with positive responses.

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding a contract to Steve Piper and Sons in an amount not to exceed \$88,060.00 for the City's 2011/12 Tree Trimming and Removal Program.

ALTERNATE DECISION

Not approving the contract.

DECISION MODE

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

OPENING DATE/TIME: October 18, 2011 10:00 a.m.

City of Darien Parkway	Fiscal Year	Powell Tree Care			Powell Tree Care			Winkler Tree Service			Winkler Tree Service		
		2011/2012			2012/2013			2011/2012			2012/2013		
		UNIT	PROPOSED UNITS	Bond/Addendum revd	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE
Tree Trimming	Each	1,750	\$ 36.12	\$ 63,210.00	\$ 36.12	\$ 63,210.00	\$ 36.61	\$ 64,067.50	\$ 38.61	\$ 67,567.50	\$ 40.61	\$ 71,067.50	
Tree Removal per DBH	Per Inch	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 37.42	\$ 3,742.00	\$ 39.42	\$ 3,942.00	\$ 41.42	\$ 4,142.00	
Misc Stump Removal	Each	20	\$ 175.00	\$ 3,500.00	\$ 175.00	\$ 3,500.00	\$ 93.00	\$ 1,860.00	\$ 96.00	\$ 1,920.00	\$ 99.00	\$ 1,980.00	
Subtotal - Section A			\$ 261.12	\$ 71,710.00	\$ 261.12	\$ 71,710.00	\$ 167.03	\$ 69,669.50	\$ 174.03	\$ 73,429.50	\$ 181.03	\$ 77,189.50	
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
Tree Trimming-Front Yard	Each	1	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 250.00	\$ 250.00	\$ 265.00	\$ 265.00	\$ 273.00	\$ 273.00	
Tree Trimming-Back Yard	Each	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 575.00	\$ 575.00	\$ 595.00	\$ 595.00	\$ 609.00	\$ 609.00	
Tree Removal per DBH (Front)	Per Inch	1	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 37.00	\$ 37.00	\$ 39.00	\$ 39.00	
Tree Removal per DBH (Back)	Per Inch	1	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 75.00	\$ 75.00	\$ 77.00	\$ 77.00	\$ 80.00	\$ 80.00	
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 109.00	\$ 109.00	
Stump Grinding-Back	Each	1	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 200.00	\$ 200.00	\$ 206.00	\$ 206.00	\$ 209.00	\$ 209.00	
Subtotal - Section B			\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ 1,235.00	\$ 1,235.00	\$ 1,283.00	\$ 1,283.00	\$ 1,319.00	\$ 1,319.00	
Emergency Services		40.00	\$ 130.00	\$ 5,200.00	\$ 130.00	\$ 5,200.00	\$ 300.00	\$ 12,000.00	\$ 310.00	\$ 12,400.00	\$ 324.00	\$ 12,960.00	
TOTAL - SECTIONS A, B & C				\$ 78,105.00		\$ 78,105.00		\$ 82,904.50		\$ 87,112.50		\$ 91,468.50	

OPENING DATE/TIME: October 18, 2011 10:00 a.m.

City of Darien Parkway	Fiscal Year	DESCRIPTION	UNIT	PROPOSED UNITS	Steve Piper & Sons			Steve Piper & Sons			Steve Piper & Sons			Homer Tree Care			Homer Tree Care					
					2011/2012			2012/2013			2013/2014			2011/2012			2012/2013			2013/2014		
					UNIT PRICE	TOTAL COST	Bond/Addendum rcvd	UNIT PRICE	TOTAL COST	Bond/Addendum rcvd	UNIT PRICE	TOTAL COST	Bond/Addendum rcvd	UNIT PRICE	TOTAL COST	Bond/Addendum rcvd	UNIT PRICE	TOTAL COST	Bond/Addendum rcvd	UNIT PRICE	TOTAL COST	Bond/Addendum rcvd
Tree Trimming	Each	1,750	\$ 34.00	\$ 59,500.00	\$ 34.00	\$ 59,500.00	\$ 34.00	\$ 59,500.00	\$ 34.00	\$ 59,500.00	\$ 34.00	\$ 59,500.00	\$ 35.00	\$ 61,250.00	\$ 36.75	\$ 64,312.50	\$ 38.50	\$ 67,375.00				
Tree Removal per DBH	Per Inch	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 21.00	\$ 2,100.00	\$ 22.00	\$ 2,200.00				
Misc Stump Removal	Each	20	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 45.00	\$ 900.00	\$ 47.25	\$ 945.00	\$ 49.50	\$ 990.00				
Subtotal - Section A			\$154.00	\$ 64,300.00	\$154.00	\$ 64,300.00	\$154.00	\$ 64,300.00	\$154.00	\$ 64,300.00	\$154.00	\$ 64,300.00	\$100.00	\$ 64,150.00	\$105.00	\$ 67,357.50	\$110.00	\$ 70,565.00				
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.50	\$ 82.50				
Tree Trimming-Back Yard	Each	1	\$140.00	\$ 140.00	\$140.00	\$ 140.00	\$ 140.00	\$140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$150.00	\$ 150.00	\$157.50	\$ 157.50	\$165.00	\$ 165.00				
Tree Removal per DBH (Front)	Per Inch	1	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 20.00	\$ 20.00	\$ 21.00	\$ 21.00	\$ 22.00	\$ 22.00				
Tree Removal per DBH (Back)	Per Inch	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 25.00	\$ 25.00	\$ 26.25	\$ 26.25	\$ 27.50	\$ 27.50				
Stump Grinding-Front	Each	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 90.00	\$ 90.00	\$ 94.50	\$ 94.50	\$ 99.00	\$ 99.00				
Stump Grinding-Back	Each	1	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 94.50	\$ 94.50	\$ 99.00	\$ 99.00				
Subtotal - Section B			\$398.00	\$ 398.00	\$398.00	\$ 398.00	\$ 398.00	\$398.00	\$ 398.00	\$398.00	\$ 398.00	\$ 398.00	\$450.00	\$ 450.00	\$472.50	\$ 472.50	\$495.00	\$ 495.00				
Emergency Services		40.00	\$110.00	\$ 4,400.00	\$110.00	\$ 4,400.00	\$110.00	\$ 4,400.00	\$110.00	\$ 4,400.00	\$110.00	\$ 4,400.00	\$250.00	\$ 10,000.00	\$262.50	\$ 10,500.00	\$275.00	\$ 11,000.00				
TOTAL - SECTIONS A, B & C				\$ 69,098.00		\$ 69,098.00		\$ 69,098.00		\$ 69,098.00		\$ 69,098.00		\$ 74,600.00		\$ 78,330.00		\$ 82,060.00				

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AGREEMENT FOR THE TREE TRIMMING AND REMOVAL PROGRAM BETWEEN THE CITY OF DARIEN AND STEVE PIPER & SONS, INC. IN AN AMOUNT NOT TO EXCEED \$80,060.00 FOR PARKWAY TREE MAINTENANCE TRIMMING AND AUTHORIZING THE PROPOSED UNIT PRICING FOR TREE REMOVAL AND STUMP GRINDING

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a Contract Agreement, a copy of which is attached hereto as "Exhibit A", for the 2011 Tree Trimming Project between the City of Darien and Steve Piper & Sons, Inc.

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 7th day of November 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

BIDDER SUMMARY SHEET

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien
Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2011

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

Firm Name: Steve Piper & Sons, Inc.

Address: 31W320 Ramm Drive

City, State, Zip Code: Naperville IL 60564

Contact Person: Lori Mantuano

FEIN #: 36-3923943

Phone: (630) 898-6050 Fax: (630) 898-6191

E-mail Address: Lori@stevepiperandsons.com

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

Addendum No. 1, Dated Oct 4, 2011

Addendum No. _____, Dated _____

Schedule of Prices – 2011/12

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	\$34. ⁰⁰	\$59,500. ⁰⁰
A 2	Tree Removal cost per DBH	Per Inch	100	\$30. ⁰⁰	\$3,000. ⁰⁰
A 3	Stump Removal	Each	20	\$90. ⁰⁰	\$1,800. ⁰⁰
	Sub-Total A1 – A3				\$64,300. ⁰⁰
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	\$65. ⁰⁰	\$65. ⁰⁰
B 2	Tree Trimming - Back Yard	Each	1	\$140. ⁰⁰	\$140. ⁰⁰
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$28. ⁰⁰	\$28. ⁰⁰
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$40. ⁰⁰	\$40. ⁰⁰
B 5	Stump Grinding – Front Yard	Each	1	\$50. ⁰⁰	\$50. ⁰⁰
B 6	Stump Grinding – Back Yard	Each	1	\$75. ⁰⁰	\$75. ⁰⁰
	Sub-Total B1 – B6				\$398. ⁰⁰
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$110. ⁰⁰	\$4,400. ⁰⁰
	Sub-Total C1				\$4,400. ⁰⁰
	Total Cost Sections A, B and C				\$69,098. ⁰⁰
	Bid Bond is 5% of Total Costs- Sections A,B and C				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

Schedule of Prices – 2012/13

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	\$ 34. ⁰⁰	\$ 59,500. ⁰⁰
A 2	Tree Removal cost per DBH	Per Inch	100	\$ 30. ⁰⁰	\$ 3,000. ⁰⁰
A 3	Stump Removal	Each	20	\$ 90. ⁰⁰	\$ 1,800. ⁰⁰
	Sub-Total A1 – A3				\$ 64,300. ⁰⁰
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	\$ 65. ⁰⁰	\$ 65. ⁰⁰
B 2	Tree Trimming - Back Yard	Each	1	\$ 140. ⁰⁰	\$ 140. ⁰⁰
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$ 28. ⁰⁰	\$ 28. ⁰⁰
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$ 40. ⁰⁰	\$ 40. ⁰⁰
B 5	Stump Grinding – Front Yard	Each	1	\$ 50. ⁰⁰	\$ 50. ⁰⁰
B 6	Stump Grinding – Back Yard	Each	1	\$ 75. ⁰⁰	\$ 75. ⁰⁰
	Sub-Total B1 – B6				\$ 398. ⁰⁰
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$ 110. ⁰⁰	\$ 4,400. ⁰⁰
	Sub-Total C1				\$ 4,400. ⁰⁰
	Total Cost Sections A, B and C				\$ 69,098. ⁰⁰
	Bid Bond is 5% of Total Costs- Sections A,B and C				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

Schedule of Prices – 2013/14

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	\$ 34. ⁰⁰	\$ 59,500. ⁰⁰
A 2	Tree Removal cost per DBH	Per Inch	100	\$ 30. ⁰⁰	\$ 3,000. ⁰⁰
A 3	Stump Removal	Each	20	\$ 90. ⁰⁰	\$ 1,800. ⁰⁰
	Sub-Total A1 – A3				\$ 64,300. ⁰⁰
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	\$ 65. ⁰⁰	\$ 65. ⁰⁰
B 2	Tree Trimming - Back Yard	Each	1	\$ 140. ⁰⁰	\$ 140. ⁰⁰
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$ 28. ⁰⁰	\$ 28. ⁰⁰
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$ 40. ⁰⁰	\$ 40. ⁰⁰
B 5	Stump Grinding – Front Yard	Each	1	\$ 50. ⁰⁰	\$ 50. ⁰⁰
B 6	Stump Grinding – Back Yard	Each	1	\$ 75. ⁰⁰	\$ 75. ⁰⁰
	Sub-Total B1 – B6				\$ 398. ⁰⁰
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$ 110. ⁰⁰	\$ 4,400. ⁰⁰
	Sub-Total C1				\$ 4,400. ⁰⁰
	Total Cost Sections A, B and C				\$ 69,098. ⁰⁰
	Bid Bond is 5% of Total Costs- Sections A,B and C				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

TOTAL COST SUMMARY

SUMMARY COSTS	2011/2012	2012/2013	2013/2014
Total Cost of A, B & C	\$ 69,098. ⁰⁰	\$ 69,098. ⁰⁰	\$ 69,098. ⁰⁰

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

Firm Name: Steve Piper & Sons, Inc.
 Signature of Authorized Representative: [Signature]
 Title: President Date: 10/14/11

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

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

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

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

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

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

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

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

AGENDA MEMO
Municipal Services
October 24, 2011

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2012 Street Maintenance Program, in an amount not to exceed \$13,500.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 77 pavement corings for the tentatively proposed 2012 Street Maintenance Program. The following roads have been slated for the 2012 Street Maintenance Program:

PROPOSED 2011 ROAD PROGRAM		
STREET	LIMIT	ROAD LENGTH
High Road	67 th Street to Plainfield Road	2950
Poplar Lane*	Janet Avenue to Elm Street	840
High Road	Plainfield Road to Janet Avenue	440
Bentley Avenue*	71 st Street to 72 nd Street	480
Arrow Lane	Portsmouth Drive to limit	600
Comstock Lane	Walnut Drive to Nantucket Drive	900
Hayenga Lane	Walnut Drive to Andermann Lane	980
Andermann Lane	Hayenga Lane to Nantucket Drive	660
Baker Court	Andermann Lane to limit	640
Del Court	79 th Street to limit	400
Clare Court	Darien Club Drive to limit	360
Bantry Court	Darien Club Drive to limit	200
Clover Court	Darien Club Drive to limit	350
Irish Court	Darien Club Drive to limit	350
Allison Lane	Cass Avenue to limit	335
Exner Court	Exner Road to limit	160
Cramer Lane	Brewer Road to Drover Lane	480
Alden Lane	Brewer Road to Burgess Lane	760
Burgess Lane	Drover Lane to limit	390
Water Tower Lane	Pearson Drive to Sandalwood Drive	340
Sandalwood Drive	Beller Drive to Water Tower lane	600
Donegal Drive	Meyers Wood Park to Donegal Court	1254

Stewart Drive	Bailey road to limit	1400
Barrymore Drive	Bailey Road to Capra Trail	1500
Pine Court	Greenbriar Lane to limit	600
Maple Lane	Richmond Avenue to Clarendon Hills Road	2840
Maple Lane CDS #1	Maple Lane to limit	180
Maple Lane CDS #2	Maple Lane to limit	180
Tamarack Drive	Richmond Avenue to Beechnut Lane	2200
Robert Road	Oldfield Road to Donegal Drive	720
Shannon Court	Robert Road to limit	325
Sleepy Hollow Lane	Adams Street to Cass Avenue	1100
	LN FEET	25,514
	MILES	4.83
Public Works Parking Lot**	1041 S. Frontage Road	
Darien Pathway**	Cass Avenue to limit	
Capra Trail**	Barrymore Drive to limit	
Eagles Nest Subdivision**	All roads within subdivision	
Mark DeLay School South Parking Lot and Kelly Circle**	Wilmette Avenue to limit	

* Pending Ditch project approval

** Private roadways/parking lots to be reimbursed

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 77 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways.

Total Engineering Cost for Task 1-\$12,750.00

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the report to determine the resurfacing treatment for the abovementioned roadways. The evaluation will be performed as per the established hourly rates at a not to exceed amount of \$750.00.

Total Engineering Cost for Task 2 - \$750.00

Below, please find a summary cost for the abovementioned items:

Total Cost \$13,500.00

Funding for the Engineering Services would be expended from the following line item of the FY 12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11/12 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	ENG-BID SPECS/TESTING SERVICES	\$ 49,000.00	\$ 7,843.07	\$ 13,500.00	\$ 27,656.93

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$13,500.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$13,500.00
(PAVEMENT CORING 2012 STREET MAINTENANCE)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to pavement coring evaluation for the 2012 street maintenance, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2011.

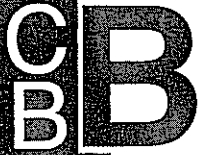
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 14, 2011

 City of Darien
 City Hall
 1702 Plainfield Road
 Darien, Illinois 60561

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2012 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2012 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2012 Road Program will consist of the following streets:

PROPOSED 2012 ROAD PROGRAM		
STREET	ROAD LENGTH	CORES
High Road	2950	6
Poplar Lane	840	2
High Road	440	1
Bentley Ave (71st-72nd)	480	1
Arrow Lane	600	1
Comstock Lane	900	2
Hayenga Lane	980	2
Andermann Lane	660	1
Baker Court	640	1
Del Court	400	1
Clare Court	360	1
Bantry Ct	200	1
Clover Ct	350	1

Irish Ct	350	1
Allison Ln	335	1
Exner Ct	160	1
Cramer Ln	480	1
Alden Ln	760	2
Burgess Pl	390	1
Water Tower Ln	340	1
Sandalwood Dr	600	1
Donegal Dr	1254	3
Stewart Dr	1400	3
Barrymore Dr	1500	3
Pine Ct	600	1
Maple Ln	2840	6
Tamarack Drive	2200	4
Maple Lane (CDS #1)	180	1
Maple Lane (CDS #2)	180	1
Robert Road	720	2
Shannon Ct	325	1
Sleepy Hollow Lane	1100	2
Public Works Parking Lot		4
Darien Pathway		0
Capri Trail – Baily Park		4
Eagle Nest Subdivision		8
Mark Delay School Parking Lot		4
LN FEET	25,514	77
MILES	4.83	

Also, it is our understanding that the following from the list above will be options included in the bid booklet:

- Option 1 Public Works Parking Lot
- Option 2 Darien Pathway-Private Developer - 750 x 24 approx
- Option 3 Capri Trail – Bailey Park
- Option 4 Eagles Nest Subdivision
- Option 5 Mark Delay School Parking Lot

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

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

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

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

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

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

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

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
SPECIAL MEETING
August 15, 2011**

PRESENT: Alderman Joseph Marchese - Chairman, Alderman Halil Avci, Alderman Ted Schauer and Dan Gombac-Director

ABSENT: None

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

NEW BUSINESS:

- A. A resolution authorizing the Mayor to execute a contract with Denler Inc. in the amount of \$19,997.34 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road and the Darien Sportsplex parking lot - 451 Plainfield Road.**

Mr. Gombac, Director of Municipal Services, presented the seal coating contract and its benefits for the City Hall and the Darien Sportsplex. The bid documents included quantities for the Darien Sportsplex, Darien-Woodridge Fire Department and the City Hall complex parking lot facilities. Staff was contacted late afternoon on August 10, 2011 by John Maggio, Battalion Chief, informing staff that the Darien Woodridge Fire Protection District will not be participating in the joint services. Staff had contacted Dave Denler, Denler Inc., regarding the reduction in quantities and informed staff that Denler Inc. would hold their unit prices as presented within the contract.

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

Alderman Marchese made a motion and it was seconded by Alderman Avci that the Municipal Services Committee recommend to the City Council approval of a resolution authorizing the Mayor to execute a contract with Denler Inc. in the amount of \$19,997.34 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road and the Darien Sportsplex parking lot - 451 Plainfield Road.

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

Chairperson Marchese announced that this item is on the City Council agenda for August 15, 2011 under new business.

- B. Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Sealcoating, Paint Striping and Crack filling through the City's 2011 Sealcoat, Paint Striping and Crack filling Agreement with Denler, Inc. in an amount not to exceed \$15,350.26.**

Mr. Gombac, Director of Municipal Services, presented the Intergovernmental Agreement with the Darien Park District which authorizes the City of Darien to provide sealcoating, paint striping and crack filling services to the Darien Park District for the Sportsplex parking lot located at 451 Plainfield Road.

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

Alderman Avci made a motion and it was seconded by Alderman Marchese that the Municipal Services Committee recommend to the City Council approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Sealcoating, Paint Striping and Crack filling through the City's 2011 Sealcoat, Paint Striping and Crack filling Agreement with Denler, Inc. in an amount not to exceed \$15,350.26.

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

Chairperson Marchese announced that this item is on the City Council agenda for August 15, 2011 under new business.

NEXT MEETING:

Chairperson Marchese announced that the next meeting is scheduled for Monday, August 27, 2011 at 6:30 p.m.

ADJOURNMENT:

With no further business before the Committee, Alderman Schauer made a motion and it was seconded by Alderman Avci. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 6:44 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

**Joseph Marchese
Chairperson**

**Halil Avci
Alderman**

**Ted Schauer
Alderman**

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
September 26, 2011**

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

ABSENT: None

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

NEW BUSINESS:

A. Resolution – Accepting the unit price proposal from the TLC Group Ltd. for the purchase and installation of median trees for 75th Street and the 50/50 Parkway Tree Program

Mr. Dan Gombac, Director presented the staff report. He stated that this resolution is for the purchase and installation of median trees for 75th Street and various parkways. He further reported that staff has identified 10 trees along 75th Street and 48 parkway trees.

Mr. Gombac reported that the program this year includes a Private Property Tree Planting Program which the City is administering but that the property owner would be responsible for ordering and payment directly to the vendor. He stated that in addition, this year's program includes replacement of trees that were removed by DuPage County due to sanitary sewer maintenance and will be reimbursed by the County of DuPage.

Mr. Gombac reported that seven bids were received and the TLC Group Ltd. was the responsive and competitive low bid resulting in the project to be under budget in the amount of \$12,399.

Alderman Schauer questioned why the TLC Group Ltd. was lower in comparison to the other bids.

Mr. Gombac reported that they are not far off from two years ago and that they reserved a block of trees from their nursery supplier.

Mr. Gombac reported that advertising for parkway and private property trees was done through cable and the newsletter and residents were given the opportunity to pick out a tree and view them through the Morton Arboretum website.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to award the unit price proposal from the TLC Group Ltd. for the purchase and installation of median trees for 75th Street and the 50/50 Parkway Tree Program.

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

B. Resolution – Authorizing the repairs of two emergency generators to Illini Power Products in an amount not to exceed \$9,949.37.

Mr. Dan Gombac, Director reported that Staff maintains through authorized vendors for the general maintenance of various City facility generators. He reported that the annual inspection was conducted and that the Police Department and Water Plant Two required additional unforeseeable repairs. The repairs included radiators, filters, hoses and belts to be rebuilt or replaced. Funding for the proposed expense was not specifically identified and currently there are funds within the proposed line accounts to cover the expense. He stated that staff will monitor the fund balance of the proposed accounts and reduce future expenses as deemed appropriate.

Chairperson Marchese questioned the cost to replace the entire unit.

Mr. Gombac reported that the cost for a total replacement is in excess of \$100,000. He stated that he had the units checked and that there is no need to replace either of them.

Chairperson Marchese asked why the units were so expensive.

Mr. Gombac stated that the horse power and the power required to serve the uses were quite large.

Alderman Schauer questioned the life expectancy.

Mr. Gombac stated that it was hard to determine since the generators have very low use, and are only called upon an emergency outage.

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

Alderman Avci made a motion and it was seconded by Alderman Schauer to authorize the repairs of two emergency generators to Illini Power Products in an amount not to exceed \$9,949.37.

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

C. Resolution – Execute an Intergovernmental Agreement with Darien Park District for the reimbursement of Rock Salt.

Mr. Dan Gombac, Director presented the staff report. He stated that the Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. He reported that they will be using the same quantities as last year.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to authorize the execution of an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt.

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

D. Resolution – Execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt.

Mr. Dan Gombac, Director presented the staff report. He stated that the Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. He reported that they will be using the same quantities as last year.

Alderman Avci questioned if the City has been approached by other groups.

Mr. Gombac stated that all the schools have been contacted but they have sought alternatives and or have not committed back to the City.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to authorize the execution of an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt.

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

E. Resolution – Execute an Intergovernmental Agreement with the County of DuPage for the purpose of sharing information for the County’s Geographical Information System (GIS).

Mr. Dan Gombac, Director presented the staff report. He stated that DuPage County is updating their current Geographical Information System (GIS) and allowing municipalities throughout the area to access the County’s GIS data base. He stated that staff uses the GIS system quite a bit and at no cost to the City. He further stated that they will be putting out a new version within the next six months. Mr. Gombac reported that the latest version was approximately seven years ago.

Mr. Gombac also stated that the City has designated the City Engineer, Christopher B. Burke Engineering to provide updates to the County via the server. The City does not have the equipment and knowledge of updating a GIS system. Gombac stated it is in the best interest and most economical approach to allow Christopher B. Burke Engineering to maintain and update the GIS information through the agreement with the County of DuPage.

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

Alderman Avci made a motion and it was seconded by Alderman Schauer to authorize the execution of an Intergovernmental Agreement with County of DuPage for the purpose of

sharing information for the County's Geographical Information System (GIS).

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

F. Resolution – Authorizing the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Spring Court roadway easement, street light and right of way trees (Outlot C).

Mr. Dan Gombac, Director presented the staff report. He reported that the City of Darien authorized City staff to begin the process of accepting a Plat of Dedication for the Spring Court roadway within the Reflections at Hidden Lake Development on July 18, 2011. Mr. Gombac reported that the Association has complied and completed all the items required for the dedication of the proposed roadways.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to authorize the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Spring Court roadway easement, street light and right of way trees (Outlot C).

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

G. Resolution – Authoring the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Ripple Ridge Cove roadway easement, street light and right of way trees (Outlot D).

Mr. Dan Gombac, Director presented the staff report. He reported that the City of Darien authorized City staff to begin the process of accepting a Plat of Dedication for the Ripple Ridge Cove roadway within the Reflections at Hidden Lake Development on July 18, 2011. Mr. Gombac reported that the Association has complied and completed all the items required for the dedication of the proposed roadways.

Alderman Avci questioned what expenses the City will incur.

Mr. Gombac reported that there are current expenses such as surveying, attorney fees, curb and gutter repair, road patching that are reimbursable by the homeowners association. There are current funds that have been deposited to the City for the expenses. The future maintenance will include curb and gutter repair, road paving and tree trimming.

City Clerk Joanne Ragona was in the audience. She questioned if the street is built to Code.

Mr. Gombac reported that the road was built in accordance with the criteria that was utilized by the City when the subdivision was built. A standard was set by the City Council for the acceptance of private roadways and the road is built within the standards as set forth.

Alderman Avci stated that it appears to be a good deal for the Association.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to authorize the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Ripple Ridge Cove roadway easement, street light and right of way trees (Outlot D).

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

H Minutes – August 22, 2011– Municipal Services Committee

Alderman Marchese made a motion and it was seconded by Alderman Schauer to approve the August 22, 2011 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT:

Mr. Gombac provided a report to the Committee regarding the wood chip program this year. He stated that approximately \$5,600 has been sold and the program is halfway through the season. In comparison to last year the volume is comparable to last year.

Mr. Gombac reported that the salt shed has minor cracks on the wall panels and Dukane Precast has evaluated the cracks as a nonstructural issue. Dukane Precast has agreed to rout and epoxy the cracks.

Mr. Gombac reported that the ditching project on High Road is on schedule. He proposed to take the Committee out at the next meeting to take a look at it.

Mr. Gombac reported that staff is working with the Illinois Department of Transportation regarding Frontage Road plowing. He stated that IDOT's legal department is looking at the agreement and IDOT has not provided any time frame on the anticipated document being forwarded to the City.

There was discussion regarding future repairs/remodeling for the Public Works Facility and placing this as a topic for goal setting/budget discussion.

NEXT MEETING:

Chairperson Marchese announced that the next meeting is scheduled for Monday October 24, 2011 at 6:30 p.m.

ADJOURNMENT:

With no further business before the Committee, Alderman Avci made a motion and it was seconded by Alderman Schauer. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:25 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairperson

Halil Avci
Alderman

Ted Schauer
Alderman