

CITY OF DARIEN

NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE THAT THE MUNICIPAL SERVICES COMMITTEE HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON MONDAY, AUGUST 7, 2017, 6:30 PM IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:

1. CALL TO ORDER

2. ESTABLISH A QUORUM

3. NEW BUSINESS

- a. **RESOLUTION** – Approval of a resolution awarding a contract to Homer Tree Care, Inc. in an amount not to exceed \$135,765.00 for the City's 2017/2018 Tree Trimming and Removal Program.
- b. **RESOLUTION** – Approval of a resolution awarding a contract to Acres Group for the purchase and installation of the 50/50 parkway tree program and the parkway tree replacement program in an amount not to exceed \$35,737.00
- c. **RESOLUTION** – Approval of a resolution authorizing the emergency purchase of one new 2017 Hydraulic Hammer-WT Hammer Work Tool H65E attachment from Patten Cat in an amount not to exceed \$11,500
- d. **MOTION** - Consideration of a motion to approve a request to allow a *connection fee payment plan* for the unincorporated property at 806 Plainfield Road
- e. **MINUTES** – **June 26, 2017** Municipal Services Committee

4. ADJOURNMENT

THIS NOTICE IS GIVEN PURSUANT TO CHAPTER 5, SECTION 120/2.02 OF THE ILLINOIS COMPILED STATUTES (5 ILCS 120/2.01).

JOANNE E. RAGONA
CITY CLERK
AUGUST 3, 2017

AGENDA MEMO
Municipal Services Committee
August 7, 2017
6:30 p.m.

ISSUE STATEMENT

Approval of a resolution awarding a contract to Homer Tree Care, Inc in an amount not to exceed \$135,765.00 for the City's 2017/18 Tree Trimming and Removal Program.

BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, approximately 65 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Farmingdale Village
- Woodmere Townhomes
- Tara Hill Subdivision
- Carriage Way West
- Carriage Hill
- Glen Eagles
- Darien Woods
- Waterfall Glen

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 \$250.00 per tree in the front yard and \$375.00 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 through November 30, 2018. Please find labeled as Attachment A, the bid results that were opened on July 17, 2017. The City received only one responsive bid. The second submittal indicated that he was unable to bid due to other commitments. Please note there are two optional contract extensions for 2018-19 and 2019-20 that may be exercised by the City. The contract extensions will be formally entertained at a future date, pending budget approval.

2017-18 CITY OF DARIEN TREE REMOVAL SCHEDULE				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
*Tree Trimming	Each	1,750	\$ 49.50	\$ 86,625
Tree Removal per DBH and Ash Borer Removals	Per Inch	784	\$ 25.00	\$ 19,600
Stump Removal-(Restoration \$5,000 not Included)	Each	106	\$ 90.00	\$ 9,540
Emergency Storm and Hazards	Lump Sum	1	\$ 15,000.00	\$ 15,000
Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000
Total Cost				\$ 135,765

Tree Trimming Program

August 7, 2017

Page 2

*The proposed budget included funds in the amount of \$54,250 for the tree trimming of approximately 1,750 trees. The shortfall is covered from savings realized through the additional tree related services.

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	LANDSCAPE RESTORATION	PROPOSED BALANCE
01-30-4375	TREE TRIMMING AND REMOVAL	\$141,600.00	\$135,765.00	\$5,000	\$835

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding a contract to Homer Tree Care, Inc. in an amount not to exceed \$135,765 for the City's 2017/18 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

ALTERNATE DECISION

Not approving the contract.

DECISION MODE

This item will be placed on the August 7, 2017 City Council agenda for formal consideration.

City of Darien Parkway		Homer Tree Care, Inc						
Fiscal Year	2017/2018		2018/2019		2019/2020			
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 49.50	\$ 86,625.00	\$ 52.00	\$ 91,000.00	\$ 52.00	\$ 91,000.00
Tree Removal per DBH	Per Inch	100	\$ 25.00	\$ 2,500.00	\$ 26.25	\$ 2,625.00	\$ 26.25	\$ 2,625.00
Misc Stump Removal	Each	20	\$ 90.00	\$ 1,800.00	\$ 94.50	\$ 1,890.00	\$ 94.50	\$ 1,890.00
Subtotal - Section A			\$ 164.50	\$ 90,925.00	\$ 172.75	\$ 95,515.00	\$ 172.75	\$ 95,515.00
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Tree Trimming-Back Yard	Each	1	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
Tree Removal per DBH (Front)	Per Inch	1	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Tree Removal per DBH (Back)	Per Inch	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Stump Grinding-Back	Each	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Subtotal - Section B			\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00
Emergency Services		40.00	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00
TOTAL - SECTIONS A, B & C			\$ 99,985.00		\$ 104,575.00		\$ 104,575.00	

RESOLUTION NO. _____

A RESOLUTION AWARDED A CONTRACT TO HOMER TREE CARE, INC. IN AN AMOUNT NOT TO EXCEED \$135,765.00 FOR THE CITY’S 2017/18 TREE TRIMMING AND REMOVAL PROGRAM

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 authorizing the Mayor to award a Contract to Homer Tree Care, Inc in an amount not to exceed \$135,765.00 for the City’s 2017/18 tree trimming and removal program, a copy of which is attached hereto as “Exhibit A”.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

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. If awarded the Contract, contractor must comply with all provisions 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, 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: _____

Vendor Information

The project is scheduled for a December 1, 2017 start date, and to be completed by no later than March 1, 2018. Two optional contract extensions may be considered and will be reviewed for recommendation by November of the respective subsequent year.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Homer Tree Care Inc.

CONTACT PERSON: James Reiter

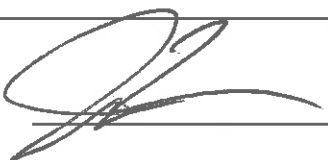
ADDRESS: 14000 S. Archer Ave

CITY, STATE, ZIP CODE: Lockport, IL 60441

TELEPHONE NUMBER: Office 815-838-0320 Mobile 815-546-7486

FACSIMILE NUMBER: 815-838-0375

E-MAIL ADDRESS JimReiter@homertree.com

AUTHORIZED SIGNATURE:  _____

Schedule of Prices – 2017/18

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	49.50	86,625.00
A 2	Tree Removal cost per DBH	Per Inch	100	25.00	2,500.00
A 3	Stump Removal	Each	20	90.00	1,800.00
	Sub-Total A1 – A3				
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	250	250.00
B 2	Tree Trimming - Back Yard	Each	1	375	375.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	35	35.00
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	50	50.00
B 5	Stump Grinding – Front Yard	Each	1	150	150.00
B 6	Stump Grinding – Back Yard	Each	1	200	200.00
	Sub-Total B1 – B6				
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	200	8,000.00
	Sub-Total C1				
	Total Cost Sections A, B and C				\$99,985.50
	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.

AGENDA MEMO
Municipal Services Committee
August 7, 2017
6:30 p.m.

ISSUE STATEMENT

Approval of a resolution accepting the unit price proposal from Acres Group for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$35,737.00

BACKGROUND/HISTORY

The 2017 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Ash Tree, and Project Related Replacement**
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to the Emerald Ash Borer.

Staff had advertised and sent out invitations to bid and received five (5) sealed bids on July 26, 2017, attached and labeled as Attachment A. Acres Group was the lowest bidder.

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost, see Attachment B. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

The program is targeted to begin in late September, pending weather and will be advertised through the City's various media portals thus affording residents ample time to participate in the program. The Acres Group has performed very satisfactory tree services for the City in the past.

STAFF RECOMMENDATION

Staff recommends approval accepting the unit price proposal from Acres Group for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$35,737.00

ALTERNATE CONSIDERATION

As directed by Municipal Services

DECISION MODE

This item will be placed on the August 7, 2017 City Council agenda for formal consideration.

SEALED BID-TREE PLANTING & MULCHING PROGRAM
OPENING DATE/TIME: July 26, 2017 10:00 a.m.

**2017 CITY OF DARIEN - TREE PLANTING PARKWAYS & PRIVATE PROPERTY
BID OPENING RESULTS JULY 26, 2017**

VENDOR			Brancato Landscaping, Inc.	Acres Group	Ramiro Guzman Landscaping, Inc.	Langton Group	HL Landscape
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS
1-10	4"	American Linden	\$ 770.00	\$ 618.00	\$ 480.00	\$ 785.50	\$ 500.00
11-20	4"	American Linden	\$ 770.00	\$ 578.00	\$ 480.00	\$ 785.50	\$ 480.00
1-10	4"	Norway Maple	\$ 770.00	\$ 548.00	\$ 480.00	N/A	\$ 500.00
11-20	4"	Norway Maple	\$ 770.00	\$ 513.00	\$ 480.00	N/A	\$ 480.00
1 - 10	4"	Thornless Honeylocust	\$ 770.00	\$ 548.00	\$ 480.00	\$ 493.00	\$ 500.00
11-20	4"	Thornless Honeylocust	\$ 770.00	\$ 523.00	\$ 480.00	\$ 493.00	\$ 480.00
1 - 10	4"	Red Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 785.50	\$ 500.00
11-20	4"	Red Maple	\$ 770.00	\$ 523.00	\$ 480.00	\$ 785.50	\$ 480.00
1 - 10	4"	Chanticleer Pear	\$ 770.00	\$ 548.00	\$ 480.00	\$ 668.50	\$ 500.00
11-20	4"	Chanticleer Pear	\$ 770.00	\$ 523.00	\$ 480.00	\$ 668.50	\$ 480.00
1 - 10	4'	Freeman Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 545.00	\$ 500.00
11-20	4'	Freeman Maple	\$ 770.00	\$ 523.00	\$ 480.00	\$ 545.00	\$ 480.00
1 - 10	4'	Sugar Maple	\$ 770.00	\$ 573.00	\$ 480.00	\$ 584.00	\$ 500.00
11-20	4'	Sugar Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 584.00	\$ 480.00
11-20.	2.5"	American Linden	\$ 425.00	\$ 280.00	\$ 400.00	\$ 336.30	\$ 350.00
1 - 10	2.5"	Norway Maple	\$ 425.00	\$ 280.00	\$ 400.00	\$ 341.24	\$ 360.00
11-20	2.5"	Norway Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 358.40	\$ 350.00
1 - 10	2.5"	Honeylocust Skyline	\$ 425.00	\$ 280.00	\$ 400.00	\$ 331.36	\$ 350.00
11-20	2.5"	Honeylocust Skyline	\$ 425.00	\$ 270.00	\$ 400.00	\$ 331.36	\$ 350.00
1-10	2.5"	Red Maple	\$ 425.00	\$ 285.00	\$ 400.00	\$ 341.24	\$ 340.00
11-20	2.5"	Red Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 341.24	\$ 360.00
1-10	2.5"	Chanticleer Pear	\$ 425.00	\$ 285.00	\$ 400.00	\$ 335.00	\$ 350.00
11-20	2.5"	Chanticleer Pear	\$ 425.00	\$ 270.00	\$ 400.00	\$ 335.00	\$ 340.00
1-10	2.5"	Freeman Maple	\$ 425.00	\$ 280.00	\$ 400.00	\$ 331.36	\$ 360.00
11-20	2.5"	Freeman Maple	\$ 425.00	\$ 265.00	\$ 400.00	\$ 331.36	\$ 350.00
1-10	2.5"	Sugar Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 400.00	\$ 360.00
11-20	2.5"	Sugar Maple	\$ 425.00	\$ 250.00	\$ 400.00	\$ 384.40	\$ 350.00
1-15	6-foot high	Colorado Blue Spruce	\$ 300.00	\$ 250.00	\$ 340.00	\$ 262.20	\$ 310.00
Sub Total Cost - Parkway			\$ 16,605.00	\$ 11,467.00	\$ 12,260.00	\$ 12,483.46	\$ 11,740.00
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE
1-20	2.5"	American Linden	\$ 425.00	\$ 300.00	\$ 400.00	\$ 336.30	\$ 350.00
1-20	2.5"	Norway Maple	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.10	\$ 340.00
1-20	2.5"	Honeylocust Skyline	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 350.00
1-20	2.5"	Red Maple	\$ 425.00	\$ 305.00	\$ 400.00	\$ 341.24	\$ 360.00
1-20	2.5"	Chanticleer Pear	\$ 425.00	\$ 305.00	\$ 400.00	\$ 335.00	\$ 350.00
1-20	2.5"	Aristocrat Pear	\$ 425.00	\$ 305.00	\$ 400.00	\$ 331.36	\$ 350.00
1-20	2.5"	Swamp White Oak	\$ 425.00	\$ 310.00	\$ 400.00	\$ 354.50	\$ 375.00
1-20	2.5"	Freeman Maple	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 340.00
1-20	2.5"	Sugar Maple	\$ 425.00	\$ 305.00	\$ 400.00	\$ 372.70	\$ 340.00
1-20	2.5"	Kentucky Coffeetree	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 370.00
1-20	2.5"	Purple Maple	\$ 425.00	\$ 325.00	\$ 400.00	\$ 342.80	\$ 360.00
1-20	2.5"	Northern Red Oak	\$ 425.00	\$ 310.00	\$ 400.00	\$ 354.50	\$ 375.00
1-20	2.5"	Littleleaf Linden	\$ 425.00	\$ 300.00	\$ 400.00	\$ 340.20	\$ 350.00
1-20	2.5"	Smoothleaf Elm	\$ 425.00	\$ 300.00	\$ 400.00	\$ 167.20	\$ 360.00
Sub Total Cost - Private Property			\$ 5,950.00	\$ 4,265.00	\$ 5,600.00	\$ 4,600.98	\$ 4,970.00
A. Sub Total Cost Parkways			\$ 16,605.00	\$ 11,467.00	\$ 12,260.00	\$ 12,483.46	\$ 11,740.00
B. Sub Total Cost Private Property			\$ 5,950.00	\$ 4,265.00	\$ 5,600.00	\$ 4,600.98	\$ 4,970.00
Total Cost A+B			\$ 22,555.00	\$ 15,732.00	\$ 17,860.00	\$ 17,084.44	\$ 16,710.00

**CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2017
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM
ACRES GROUP**

50/50 TREE PROGRAM							
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	50/50 PROGRAM	CITY COSTS	RESIDENT COST
2	2.5"	American Linden	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Norway Maple	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Honeylocust Skyline	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Red Maple	\$285.00	\$ 570.00	2	\$ 285.00	\$ 285.00
2	2.5"	Chanticleer Pear	\$285.00	\$ 570.00	2	\$ 285.00	\$ 285.00
2	2.5"	Freeman Maple	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Sugar Maple	\$270.00	\$ 540.00	2	\$ 270.00	\$ 270.00
				\$ 3,920.00	14	\$ 1,960.00	\$ 1,960.00

PARKWAY TREE REPLACEMENTS-2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS
10	2.5"	American Linden	\$280.00	\$ 2,800.00	\$ 2,800.00
10	2.5"	Norway Maple	\$280.00	\$ 2,800.00	\$ 2,800.00
10	2.5"	Honeylocust Skyline	\$280.00	\$ 2,800.00	\$ 2,800.00
30	2.5"	Red Maple	\$270.00	\$ 8,100.00	\$ 8,100.00
20	2.5"	Chanticleer Pear	\$270.00	\$ 5,400.00	\$ 5,400.00
15	2.5"	Freeman Maple	\$265.00	\$ 3,975.00	\$ 3,975.00
15	2.5"	Sugar Maple	\$250.00	\$ 3,750.00	\$ 3,750.00
110				\$ 29,625.00	\$ 29,625.00

PARKWAY TREE REPLACEMENTS 75 STREETS -4 INCH					
QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS
0	4"	American Linden	\$618.00	\$0.00	\$ -
0	4"	Norway Maple	\$548.00	\$0.00	\$ -
1	4"	Thornless Honeylocust	\$548.00	\$548.00	\$ 548.00
1	4"	Red Maple	\$548.00	\$548.00	\$ 548.00
1	4"	Chanticleer Pear	\$548.00	\$548.00	\$ 548.00
1	4"	Freeman Maple	\$548.00	\$548.00	\$ 548.00
0	4"	Sugar Maple	\$573.00	\$0.00	\$ -
4				\$ 2,192.00	\$ 2,192.00

	TOTAL TREE COST	2.5 INCH PARKWAY TREE REPLACEMENT CITY COSTS	4-INCH 75TH Street AND PARKWAY TREES CITY COSTS	CITY COST 50/50 PROGRAM	RESIDENT COST 50/50 PROGRAM
TOTAL TREE PROGRAM COST	\$ 35,737.00	\$ 29,625.00	\$ 2,192.00	\$ 1,960.00	\$ 1,960.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	REINBURSEMENT	PROPOSED BALANCE
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - AND PARKWAY REPLACEMENTS City Expense	\$4,000.00	\$ 3,920.00	N/A	\$80.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense	\$2,000.00	N/A	\$ 1,960.00	\$40.00
01-30-4350	Forestry - Parkway Replacement Trees-City Removals	\$30,000.00	\$ 29,625.00	N/A	\$375.00
01-30-4350	Forestry -Replacement Trees - 75th Street	\$2,000.00	\$ 2,192.00	N/A	(\$192.00)
TOTALS		\$38,000.00	\$35,737.00	\$1,960.00	\$303.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE UNIT PRICE PROPOSAL FROM ACRES GROUP FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$35,737.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept the unit price proposal from Acres Group for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$35,737.00, a copy of which is attached hereto as "**Exhibit A**".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN**CONTRACT**

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

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

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

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

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. 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, 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: _____

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2017

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

Firm Name: ACRES GROUP

Address: 23940 W. ANDREW RD.

City, State, Zip Code: PLAINFIELD, IL 60585

Contact Person: JEFF DUMAS

FEIN #: _____

Phone: (630) 975-1426 Fax: () -

E-mail Address: JEFF.DUMAS@ACRESGROUP.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	618 ⁻
11 - 20	4"	American Linden	578 ⁻
1 - 10	4"	Norway Maple	548 ⁻
11 - 20	4"	Norway Maple	513 ⁻
1 - 10	4"	Thornless Honeylocust	548 ⁻
11 - 20	4"	Thornless Honeylocust	523 ⁻
1 - 10	4"	Red Maple	548 ⁻
11 - 20	4"	Red Maple	523 ⁻
1 - 10	4"	Chanticleer Pear	548 ⁻
11 - 20	4"	Chanticleer Pear	523 ⁻
1 - 10	4"	Freeman Maple	548 ⁻
11 - 20	4"	Freeman Maple	523 ⁻
1 - 10	4"	Sugar Maple	573 ⁻
11 - 20	4"	Sugar Maple	548 ⁻
11 - 20	2.5"	American Linden	280 ⁻
1 - 10	2.5"	Norway Maple	280 ⁻
11 - 20	2.5"	Norway Maple	270 ⁻
1 - 10	2.5"	Honeylocust Skyline	280 ⁻
11 - 20	2.5"	Honeylocust Skyline	270 ⁻
1 - 10	2.5"	Red Maple	285 ⁻
11 - 20	2.5"	Red Maple	270 ⁻
1 - 10	2.5"	Chanticleer Pear	285 ⁻

11 - 20	2.5"	Chanticleer Pear	270 ⁻
1 - 10	2.5"	Freeman Maple	280 ⁻
11 - 20	2.5"	Freeman Maple	265 ⁻
1 - 10	2.5"	Sugar Maple	270 ⁻
11 - 20	2.5"	Sugar Maple	250 ⁻
1 - 15	6-foot high	Colorado Blue Spruce	250 ⁻

B. Sub Total Cost Parkway			11,467 ⁻
--------------------------------------	--	--	---------------------

CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	300 ⁻
1 - 20	2.5"	Norway Maple	300 ⁻
1 - 20	2.5"	Honeylocust Skyline	300 ⁻
1 - 20	2.5"	Red Maple	305 ⁻
1 - 20	2.5"	Chanticleer Pear	305 ⁻
1 - 20	2.5"	Aristocrat Pear	305 ⁻
1 - 20	2.5"	Swamp White Oak	310 ⁻
1 - 20	2.5"	Freeman Maple	300 ⁻
1 - 20	2.5"	Sugar Maple	305 ⁻
1 - 20	2.5"	Kentucky Coffeetree	300 ⁻
1 - 20	2.5"	Purple Maple	325 ⁻
1 - 20	2.5"	Northern Red Oak	310 ⁻
1 - 20	2.5"	Littleleaf Linden	300

1 - 20	2.5"	Smoothleaf Elm	
B. Sub Total Cost Private Property			300-

A. Sub Total Cost Parkways	11,467 ⁰⁰
B. Sub Total Cost Private Property	4,265 ⁰⁰
Total Cost of A+B	15,732 ⁰⁰

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

Firm Name: ADRES CORP
 Signature of Authorized Representative: [Signature]
 Title: VICE PRESIDENT Date: 7-25-17

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

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

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation: _____

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this bid, it is understood that the City of Darien reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

ADRES GROUP (Corporate Seal)
Business Name

[Signature]
Signature

JEFF DUMAS
Print or type name

VICE PRESIDENT
Title

7-25-17
Date

CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS


IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, JEFF DUMAS, being first duly sworn certify
and say that I am VICE PRESIDENT

(insert "sole owner," "partner," "president," or other proper title) of

ADRES GROUP, the Prime Contractor

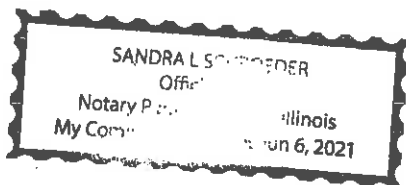
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bidrotating" of any state or of the United States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 25th Day

of July, 2017

Sandra L. Schroeder
Notary Public



AGENDA MEMO
Municipal Services Committee
August 7, 2017

ISSUE STATEMENT

A resolution authorizing the emergency purchase of one new 2017 Hydraulic Hammer-WT Hammer Work Tool H65E attachment from Patten Cat in an amount not to exceed \$11,500.

BACKGROUND/HISTORY

The proposed hammer is an attachment for the recently purchased Skid Steer Bobcat. In 2016 a replacement jack hammer was purchased for the backhoe and is utilized for breaking out asphalt and concrete. Unfortunately the jack hammer use on the backhoe is causing stress and failure on the backhoe, particularly the Wain Wright coupling. The coupling allows the backhoe to maneuver in various angles and without the coupling many digs would be difficult due to utility conflicts. If the backhoe did not have the coupling, the jack hammer attachment would not be a concern. Both items are critical to the City's various excavation operations. See E mail summary labeled as Attachment 1.

The Staff has reviewed alternatives regarding a jack hammer and determined that a jack hammer on the Bobcat would be the optimal solution. Staff is requesting the purchase of one new jack hammer with fittings for the Bobcat and declaring the existing jack hammer as surplus. The existing hammer will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval. The purchase price of the jack hammer was \$23,780 and Patten is offering us a trade in value of approximately \$14,000.

The Staff has selected Patten Cat to supply the jackhammer attachment and is the awarded vendor for the National Intergovernmental Purchasing Alliance-National IPA City of Darien Participation Agency Member No. 228633, for equipment sales to municipalities nationally. Attached and labeled as Attachment 2, pages 1-2 is information regarding National IPA. Attached and labeled as Attachment 3 is the cost breakdown and specifications for the 2017 Hydraulic Hammer.

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

	ACCOUNT DESCRIPTION	FY 17-18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4815	WATER DEPRECIATION SKID STEER WITH TRAILER-BALANCE	\$ 2,749	\$ 5,750	* \$ (3,001)
01-30-4815	EQUIPMENT SKID STEER WITH TRAILER-BALANCE	\$ 2,749	\$ 5,750	* \$ (3,001)

***The shortfall may have the opportunity to be covered through various cost savings opportunities within the respective line items. In the event that future opportunities are not identified, the effected line items will be over budget by \$3,001.**

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the purchase of one new 2017 Hydraulic Hammer-WT Hammer Work Tool attachment from Patten Cat in an amount not to exceed \$11,500.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the August 7, 2017 City Council agenda for formal consideration.

X:\Public Works Com Agendas\Loader Backhoe-Caterpillar Unit 205 Repl.DOC

Dan Gombac

From: Kris Throm
Sent: Monday, July 31, 2017 3:02 PM
To: Dan Gombac
Cc: David Feil; Dennis Cabie
Subject: FW: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1
Attachments: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1.doc

Dan,

Here is the quote that we got for a hydraulic hammer for the skid steer. In talking with Pete from Patten our skid steer is supposed to be coming the first week or two in September. The cost to rent the exact same hammer from Patten would be \$1,900/month. We are currently paying \$1250/week or \$3,750/month for the backhoe with the hydraulic hammer (plus delivery and pickup \$350 max each way).

Pete from Patten was able to get Woods Equipment to cover the Wain Roy Cylinder because we are a good customer. We received the part last week and Tom had a company put it together with specialized tools for a few hundred dollars and it is back on the machine. Over the past 4 years or so we have had 4-5 Wain Roy cylinders break leaving us down a machine at various times. We initially thought that due to the old hammer and newer machines that we were having issues. Now with a new hammer and new machine we continue to have the same problem. We are afraid to continue to use the hydraulic hammer on the backhoes as we are afraid that we will continue to have trouble and break machines. Unfortunately, the problem seems to be that due to the nature of the Wain Roy Swinger Knuckle/Coupler system (allowing movement side to side and not a solid knuckle/coupler) it is the weakest point and that seems to have an adverse effect when used with the hydraulic hammer due to the violent nature of the hammer hitting and breaking apart the various surfaces. Even having the Wain Roy lockout kit (a valve that doesn't allow hydraulic fluid to go to the parts that control the coupler to move side to side) installed on the new backhoe hasn't made a difference.

Basically, I think we should buy a hydraulic hammer for the skid steer immediately so that we avoid future issues using the hammer on the backhoes. As a point of reference all of the concrete companies have their skid steers set up with a hydraulic hammer and don't have issues. Last year when we had issue with one, Rick from H&R said that they also use that setup for breaking asphalt & concrete. So it seems that this way is proven successful.

Pete from Patten is on vacation this week but told me verbally that Patten is willing to give us around \$14k for our hydraulic hammer. We could also try and sell it on Public Surplus and see what we get that way as well.

If we continue to use the hydraulic hammer on our backhoes and have trouble these are the two scenarios:

- Each time we break one → The part has to be ordered and is 10-14 days out for delivery. Figure a few days to get the quotes from companies and give purchase authorization and then figure a day or two to disassemble and reassemble. So all in all we are 2-3 weeks for rental of a machine while we fix the broken machine and lets just figure Tom puts it back together. All in all that rental & repair will cost us (\$5,150 - \$6,400) for each occurrence.
 - Machine rental → \$2,500 - \$3,750
 - Deliver and pick up of machine → \$700
 - Part → \$1,700
 - Delivery of Part → \$250
- We can remove one of the existing Wain Roy Swinger Knuckle/Coupler's from one of our backhoes and retro fit it with a non-swinger Wain Roy Coupler → This would mean that we remove the weak link and everything needs to be retro fitted to accommodate the change. We will assume that Tom can do all of the work, but Patten/Cat may need to get involved as well. Total repair could be \$1,500 to \$5,000 but we lose the side to side movement functionality of our digging bucket. Meaning digging under and around utilities is now much more difficult with that one machine.
 - New knuckle/coupler for backhoe \$1,500 - \$2,500 (I'm guessing)

- If Tom did this work it would probably take 2-3 days and Patten/Cat may have to get involved due to the hydraulic lines so we would incur whatever that would cost (\$1,000/day)
- Not sure what the lead time for that would be but we would have to keep renting a machine for that time frame as well so at least the additional \$1,250/week while we do the work plus delivery and pickup of rental machine (\$700).

I think Patten offers financing on the work tools, I don't know what the terms for that are, but we could explore that to get us through until next budget year to make the full final payments on it as well if that makes it any easier.

Let me know if you would like to talk about this or if you have more questions on this.

Thanks,

Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: ***DARIEN DIRECT CONNECT***. Follow the link and subscribing is simple!
<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Pete Swanson [mailto:swansonp@pattencat.com]
Sent: Wednesday, July 19, 2017 6:29 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1

Kris,

Please see the attached price for a Caterpillar H65ES. The E stands for the model #, the S stands for Silenced, it is a quieter hammer.

Pete



**Heavy Equipment, Parts, Accessories, Supplies & Related Services
Executive Summary**

Lead Agency: City of Tucson, AZ
RFP Issued: September 27, 2016
Date Open: November 14, 2016

Solicitation: RFP #161534
Pre-Proposal Date: October 12, 2016
Proposals Received: 4

Awarded to: Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #161534 on September 27, 2016 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

The solicitation included cooperative purchasing language in the National Contract Requirements section:

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Arizona Business Gazette
- City of Tucson Procurement Site
- Deseret News
- DJC Oregon
- Honolulu Star Advertiser
- Houston Chronicle
- National IPA Website
- New Jersey Herald
- Richmond Times
- San Bernardino Sun
- Seattle Daily Journal of Commerce
- The Advocate

- The Herald News
- The State South Carolina
- Times Union
- USA Today

On November 14, 2016 proposals were received from the following offerors:

- Caterpillar
- John Deere
- Sunbelt Rentals

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 1, 2017.

Contract includes: Heavy equipment, parts, accessories, supplies and related services

Term:

Initial one year agreement from May 1, 2017 through April 30, 2018, with option to renew for four (4) additional one-year periods through April 30, 2022.

Pricing/Discount:

Minimum discount off list price.

Serviced and supported by local Cat dealers.

Value Added Services:

- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/Caterpillar.aspx



Quote 114848-01

July 19, 2017

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: WT HAMR WORK TOOL

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2017

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: WT HAMR WORK TOOL



TOOL SPECIFICATIONS

Description	Reference No
WORK TOOLS - HAMMER D/E-SERIES	0P-2364
H65E S HAMMER, FLAT TOP	415-1112
TOOL, MOIL H65E	423-8308
BRACKET, MOUNTING	437-1063
LINES, CONNECTING	269-7271

2017 Caterpillar List Price	\$15,205.00
FREIGHT & DEALER PREP	\$300.00
IPA GOVERNMENTAL DISCOUNT	(\$4,005.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$11,500.00

WARRANTY

Standard Warranty: 12 Months/Unlimited Hours Full Tool

CAT does offer 0%-24 Months on SSL Work Tool purchases!!

F.O.B/TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 weeks

Accepted by _____ on _____

Signature



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A PROPOSAL FROM PATTEN CAT FOR THE PURCHASE OF ONE (1) NEW 2017 HYDRAULIC HAMMER – WT HAMMER WORK TOOL H65E ATTACHMENT IN AN AMOUNT NOT TO EXCEED \$11,500

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 accept a proposal from Patten Cat for the purchase of one (1) new 2017 Hydraulic Hammer – WT Hammer Work Tool H65E Tool attachment in an amount not to exceed \$11,500.00, a copy of which is attached hereto as **“Exhibit A”**.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Quote 114848-01

July 19, 2017

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: WT HAMR WORK TOOL

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2017

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: WT HAMR WORK TOOL



TOOL SPECIFICATIONS

Description	Reference No
WORK TOOLS - HAMMER D/E-SERIES	0P-2364
H65E S HAMMER, FLAT TOP	415-1112
TOOL, MOIL H65E	423-8308
BRACKET, MOUNTING	437-1063
LINES, CONNECTING	269-7271

2017 Caterpillar List Price	\$15,205.00
FREIGHT & DEALER PREP	\$300.00
IPA GOVERNMENTAL DISCOUNT	(\$4,005.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$11,500.00

WARRANTY

Standard Warranty: 12 Months/Unlimited Hours Full Tool

CAT does offer 0%-24 Months on SSL Work Tool purchases!!

F.O.B./TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 weeks

Accepted by _____ on _____

Signature



AGENDA MEMO
Municipal Service Committee
MEETING DATE: August 7, 2017

ISSUE STATEMENT

Consideration of motion to approve a request to allow a *connection fee payment plan* for the unincorporated property at 806 Plainfield Road.

OVERVIEW/DISCUSSION

Attached is a request from the property owners (Charles and Vertis Wiley) at 806 Plainfield Road. The Wileys recently purchased the home and wish to convert from well water to Lake Michigan water. The property is located in the Bruce Lake Subdivision which is an unincorporated neighborhood. The City provides water to this neighborhood as part of an intergovernmental agreement between Darien and DuPage County. However, this particular property is not included in the intergovernmental agreement due to its location on Plainfield Road. The City does have a water main that runs along Plainfield Road and fronts 806 Plainfield Road. Since this property was not covered by the intergovernmental agreement the section of the City Code below covers a special connection fee. The connection fee was established to repay the City for the original cost of the water main and is required to be paid in full prior to connection to Darien's water system. Based on the ordinance, the owner's connection fee is estimated at \$15,345. The owners are requesting to pay the fee over a period of time as requested in their attached letter.

CITY CODE-6C-4-6: FEES

4. Additional Connection Charges; Acquisition Areas: Notwithstanding the provisions of any other ordinance, all potential water users who live within the area described below, and who have City water available at the property line, **shall pay the following connection charge prior to connection to the City water system:**

(a) For all properties located in the area bordered generally by 75th Street on the north, Lemont Road on the west, Darien City limits on the south, and Fairview Avenue on the east, the owners thereof shall pay a connection charge of twenty nine dollars (\$29.00) per front foot.

(b) For all properties located in the area bordered generally by Lemont Road on the west, Kearney Road (if extended south to I-55) on the east, Interstate 55 on the south, and the Darien city limits on the north, the owners thereof shall pay a connection charge of thirty three dollars (\$33.00) per front foot.

(c) For all properties located in the area within the city extending west of Lemont Road to the Darien city limits between 83rd Street on the north and the Darien city limits on the south, and known generally as the Farmingdale village area, the owners thereof shall pay a connection charge of thirty five dollars (\$35.00) per front foot.

(d) For all properties being served by the former Lake-In-The-Woods System, the owners thereof shall pay a connection charge of thirty three dollars (\$33.00) per front foot. This connection charge shall not apply to properties subject to recapture payments to the county of DuPage with respect to the county's extension of a certain water main along Plainfield Road. (Ord. 0-62-92, 12-7-1992)

If the committee recommends approval of the request, staff will work with the City Attorney to prepare a formal agreement assuring the City receives the full connection charge.

STAFF FINDINGS/RECOMMENDATIONS

As directed per the Committee'

ALTERNATE CONSIDERATION

As directed per the Committee.

DECISION MODE

To be determined.

**Mr. & Mrs. Charles R. Wiley
806 Plainfield Road
Downers Grove, IL 60516
708 870 9910**

July 17, 2017

Dear Honorable Mayor Weaver,

We are Charles and Vertis Wiley. We are taking this opportunity to write you in an effort seeking your consideration in obtaining monthly installments for this 'recapture fee'.

We are hard working, friendly, trustworthy, God-fearing Christians. I married my wife Vertis on June 16, 2016 and we closed on our first home together on June 8, 2017 – what a happy day! My first home – what a happy day! We were aware we needed to hire a special licensed plumber to obtain domestic water into our home and that we would need a couple of permits to coincide with this.... and we saved \$10,000, hoping this would accomplish this task. What we did not know and it was not revealed to us (to our understanding not unlawful, but possibly borderline unethical), was that there was a mandatory \$15,345 recapture fee that needed to be paid simultaneously. It is with heartfelt sorrow that I acknowledge that as of this writing, we do not have running water in our new home (can't shower, cook, clean, nor go to the restroom). This is disheartening because we were not informed, thus, we did not prepare for such an expense / hardship.

- 1. A permit from the City and the County of DuPage (\$ unknown)**
- 2. Fees related to the water service (if this is the TAP Fee (\$1,905))**
- 3. Fees related to the recapture (\$15,345)**
- 4. DuPage County-Permit to work within the right of way will be required (\$ unknown)**
- 5. Property owner responsible for securing a licensed plumbing contractor to install:**
 - the water service**
 - water meter (\$12,500-16,000) (3 different estimates)**

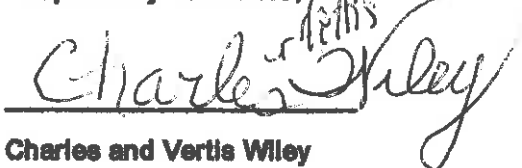
We are proposing the following two options for your consideration, with the notion that if we are blessed with additional finance means, we will make extra payments, thus paying this off ahead of schedule;

- 1. Down payment of \$3,000 and monthly installments for three years – with no early payoff penalty;**
- 2. Down payment of \$4,000 and monthly installments for two years – with no early payoff penalty;**

Mayor Weaver, we need your help in securing an exception / special consideration for this \$15,345 recapture fee.

We look forward to blending into this beautiful community as responsible citizens and caring neighbors. Again, thank you so much for your consideration.

Respectfully submitted,


Charles and Vertis Wiley

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
June 26, 2017**

PRESENT: Alderman Joseph Marchese – Chairman, Alderman Thomas Chlystek, Dan Gombac – Director, Steven Manning - City Planner, Alderman Tina Beilke

ABSENT: Alderman Thomas Belczek

ESTABLISH QUORUM

Chairman Joseph Marchese called the meeting to order at 6:41 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

a. PZC 2017 - 02: 7620 Wilton Court: Petitioner seeks approval of a variation to allow boat storage on their existing driveway in their front yard.

Mr. Steve Manning, City Planner reported that in 2010 the property owners submitted a petition for a new single driveway in the rear yard off Manning Road that would provide access to a new garage for boat storage in their rear year. He reported that the City Council denied the request based on the proposed driveway creating a safety hazard on Manning Road.

Mr. Manning reported that the 2017 petition included a plan for a new circular driveway in the rear would provide access to a new boat storage pad in their rear yard. He reported that at the May 3rd PZC meeting, the petitioners asked for a continuation to modify their proposal and on May 30th they sent a letter explaining their preference to store their boat on their existing driveway.

Mr. Manning reported that at the June 7th PZC meeting the petitioners stated that all of the neighbors were in favor of the boat being stored in the front yard and the PZC voted recommending approval based on three conditions: 1. The variation should be for one boat only, 2. The variation should expire when the petitioners no longer store their boat on the property and 3. The variation should expire when the petitioners sell the property.

The petitioners, Diane and Ted Schimel stated that they were proud of Alderman Sylvia McIvor who went above and beyond to help the PZC understand.

Chairperson Marchese stated that he was fully expecting a MSC meeting with a petition for a circular driveway. He questioned why it was withdrawn.

Ms. Diane Schimel stated that they did not know that the neighbors preferred to see the boat stored on the driveway and that she was not aware that it was an option.

Chairperson Marchese stated that the property on the east would need to be elevated. He questioned if a pad on the west was an option.

Mr. Dan Gombac, Director reported that it was staff's opinion that the grade would need modifications.

Mr. Manning stated that the west is relatively flat and there would be a driveway crossing in the front.

Chairperson Marchese stated that he has served on the City Council for a number of years and that there were hours spent writing the ordinance for recreational vehicles to deliver a policy. He stated that allowing a variation opens up Pandora's Box with regard to the City and that if approved the City will be deluged by people with boats, trailers, snow mobiles, etc. He further stated that he does not see how this can be approved.

Ms. Schimel stated that the City recently approved a similar petition.

Chairperson Marchese stated that the petitioner Ms. Schimel referenced had his boat in the side yard.

Ms. Schimel recited a list from her attorney stating why the petition should be approved.

Chairperson Marchese suggested that the homeowner look at putting the boat in storage. He stated that Mayor Weaver was very much against allowing this or changing the Code.

Mr. Gombac reported that there was a photo in the packet showing the left (south side). He stated that staff looked at if there was potential of a grade drop off and a retaining wall. He further stated that staff asked the City Engineer to review and he reported that the drainage and utility easements could be forgiven and that they would need to grant a variation for the side yard.

Ms. Schimel stated that the City told them where to store the boat.

Mr. Gombac stated that the City did not tell the Schimel's where to put the boat and that the issue was the second driveway cut. He stated that staff discussed the drainage easement and that the petitioners thought it was too costly.

Ms. Schimel stated that they are getting misdirected and that the PZC unanimously approved the request.

Chairperson Marchese stated that the City Council does not always vote for what the PZC recommends. He stated that he was surprised they approved it and suggested that the petitioners look at the side property.

Alderman Chlystek stated that he visited the property five minutes before the meeting and that there is a blind spot to turn right and he is concerned.

Mr. Gombac stated that they could explore the driveway off Manning but there will be costs to explore and possibly a culvert and/or a retaining wall would be needed. He stated that costs may range from \$15,000 - \$20,000 but it can be done.

The petitioners stated that they have not had any estimates.

Chairperson Marchese questioned if they could store the boat.

Ms. Schimel stated that they cannot financially afford it.

Mr. Gombac reported that this would have to go back to the PZC for approval. He recommended getting costs and look at the side.

b. 2225 Shannon Court: Petitioners seek approval of a Plat of Vacation of Oldfield Road right-of-way to add to their home site.

Mr. Steve Manning, City Planner reported that there is a new homeowner Todd Wrenn. He stated that there is a portion of his yard which is an odd shaped triangular area between the lot and sidewalk which belongs to the City. He reported that the previous owner had landscaped the triangular area and maintained it as part of his backyard and that the new owners would like to own the triangular area with the understanding that they would be paying taxes on it.

Mr. Dan Gombac, Director reported that Public Works will not be affected and that the quadrant is useless to the City.

The petitioner, Mr. Todd Wrenn stated that he would like to put in a fence to visually make it look better. He stated that he just wanted to make it a formality and is willing to grant an easement if the City needs to get in.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a Plat of Vacation of Oldfield Road right-of-way to add to their home site.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

Chairperson Marchese stated that the public hearing will be held on July 17th before the City Council meeting.

c. 2109 Cottage Lane: Petitioners seek approval of a re-subdivision plat of Lot 20 in Rolling Knolls to adjust the width of side yard easements and building setbacks.

Mr. Steve Manning, City Planner reported that this is the smallest lot for Rolling Knolls- Lot 20. He reported that the developer would like to shift the home 4.34' south to avoid conflict with the ComEd line. He further reported that the shift would put lot 19 and 20 closer together and that a revised plat will have to be approve but a public hearing is not needed.

The petitioner, Mr. Paul McNaughton stated that there is 9 1/2 ft. easement and that he is flipping the set back. He stated that the total side yard setback will not change.

Mr. Gombac stated that staff has suggested that ComEd move the cable.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a re-subdivision plat of Lot 20 in Rolling Knolls to adjust the width of side yard easements and building setbacks.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

d. Resolution - Approval of a resolution authorizing the purchase of one new 2017 Ford F 250XL 4X4 Super Cab from Currie Motors in the amount of \$41,719.

Mr. Dan Gombac, Director reported that the proposed vehicle replaces a 2009 Chevrolet Silverado with 125,000 miles. He reported that the purchase will be through the Suburban Purchasing Cooperative Program.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the purchase of one new 2017 Ford F250XL 4X4 Super Cab from Currie Motors in the amount of \$41,719.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

e. Resolution - Approval of a resolution authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. In an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

Mr. Dan Gombac, Director reported that this is for conceptual drawings for the beautification project for the I-55 and Cass Avenue corridor. He reported that IDOT will need to approve but they are not participating.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. In an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.

f. Resolution - Approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731 and A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

Mr. Dan Gombac, Director reported that the HVAC system at the Police Department has exceeded its life expectancy. He reported that they system is 25 years old. He reported that this is in the budget.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek Approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731 and a contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

Upon voice vote, **THE MOTION CARRIED UNANIMOUSLY 2-0.**

- g. Ordinance - Consideration of an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.**

Mr. Dan Gombac, Director reported that Zazzo's is requesting their bar to open at 8:00 am. He reported that currently they have a Class H license which allows them to begin serving alcohol at 11:00 am and on Sundays at noon.

Mr. Gombac reported that a new liquor license, a Class P will be created and Class H License will be reduced from three to two. He reported that Mayor Weaver supports this request.

Alderman Beilke stated that there are two other businesses in Darien with similar hours. She stated that the business contributes to the City.

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek Approval of an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.

Upon voice vote, **THE MOTION CARRIED UNANIMOUSLY 2-0.**

- h. Ordinance - Approving an ordinance ascertaining the prevailing rate of wages for laborers, workman, and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.**

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

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

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approving an ordinance ascertaining the prevailing rate of wages for laborers, workman, and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.

Upon voice vote, **THE MOTION CARRIED UNANIMOUSLY 2-0.**

- i. Minutes - May 22, 2017 Municipal Services Committee**

Alderman Marchese made a motion and it was seconded by Alderman Belczak to approve the May 22, 2017 Municipal Services Committee meeting minutes.

Upon voice vote, **THE MOTION CARRIED UNANIMOUSLY 2-0.**

DIRECTOR'S REPORT

No Report.

NEXT SCHEDULED MEETING

Chairman Marchese announced that the next regularly scheduled meeting is scheduled for Monday, July 24, 2017 at 6:30 p.m. There was some discussion that the meeting may be rescheduled for July 25th or August 7th prior to the City Council meeting.

ADJOURNMENT

With no further business before the Committee, Alderman Marchese made a motion and it was seconded by Alderman Chlystek to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:57 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Thomas Belczak
Alderman

Thomas Chlystek
Alderman