

AGENDA
Municipal Services Committee
August 22, 2011
6:30 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
 - a. Ordinance** – 1033 S Frontage Rd, Great Dane Subdivision – Special Use
Permit for garage, variation for fence and variation to sign code
 - b. Resolution** – Boundary Agreement with the Village of Woodridge
 - c. Discussion** – Ditch Criteria
 - d. Minutes** – July 25, 2011 – Municipal Services Committee
- 4. Director’s Report**
- 5. Next scheduled meeting** – September 26, 2011.
- 6. Adjournment**

Surrounding Zoning and Land Use:

North: I-1 General Industrial District, I-55 - expressway.
South: R-1 Single-Family Residence District (DuPage County) – forest preserve.
East: R-2 Single-Family Residence District (DuPage County) – forest preserve.
West: I-55 and Cass Avenue interchange - expressway.

Comprehensive Plan Update: Industrial

History: Since 2004, the City has considered/approved several zoning petitions concerning this property, including plats of resubdivision, text amendment to permit semi-truck/trailer and bus sales lot.

Size of Property: 10+ acres

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on S. Frontage Road.

Documents Submitted

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

1. Preliminary Site Plan, 1 sheet, prepared by Mackie Consultants, LLC, latest revision dated July 26, 2011.

Planning Overview/ Discussion

The subject property is located on S. Frontage Road, immediately east of the City's Municipal Services facility.

Special Use

In January 2011, the City Council amended the Zoning Ordinance to permit semi-truck, semi-trailer and bus sales lots within the I-1 zoning district. The petitioner proposes to move forward with this use. Additionally, the petitioner is seeking special use approval for a garage, for the repair and

servicing of these vehicles and trailers.

Selling parts related to repair and servicing activities will be part of the business operations.

The petitioner proposes to use the existing buildings at this time. The site plan provided at this time includes the following:

- Use of the existing buildings;
- Landscaping along the front of the main building;
- Existing chain-link fence to be replaced with a new fence;
- New free-standing sign;
- Existing gravel parking area to remain, maintained;
- Existing hard surface driveway entrance and parking area in front of the buildings to be seal coated and re-stripped;
- The parking area will be illuminated using existing light poles, possibly adding additional poles as needed.

Essentially, the current site plan will remain with only minor changes/improvements.

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

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

8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the Planning and Development Committee.

Fence

The petitioner proposes constructing an 8-foot tall, chain-link fence along the perimeter of the property, including within the front yard. The Zoning Ordinance limits fences within the front yard to 4 feet in height within the I-1 zoning district. This fence will replace existing fencing.

Barbed wire will be placed along the top of the fence.

The fence location will not impact motor vehicle visibility.

The variation request must address the following criteria for approval:

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

Sign

The petitioner proposes to construct a pole sign, 31 feet tall and 154 square feet in area.

The Sign Code prohibits pole signs, signs placed on a pole. The Sign Code requires there to be a sign base supporting the sign. The sign base is to be at least 75% of the sign width.

The Sign Code limits free-standing signs to 60 square feet in area within the I-1 zoning district. The petitioner proposes 154 square feet.

The Sign code limits free-standing signs to 6 feet in height within the I-1 zoning district. The petitioner proposes a 31-foot tall sign.

The following shall be considered regarding sign variations:

1. The available locations for adequate signage on the property.
2. The effect of the proposed sign on pedestrian and motor traffic.
3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variation.
4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.
5. The general intent of the Sign Code.

Staff Findings/Recommendations

The property is isolated, is not adjacent to residences and this is the only land zoned industrial within the City of Darien. The DuPage County Forest Preserve owns the properties to the south and east of this site.

Staff does not object to the proposed use, or to the proposed fence and signage. Staff thinks the proposed use will be an improvement over the current use of the property. The 8-foot tall fence is intended to provide security to the site. The proposed sign will provide greater visibility at the I-55 and Cass Avenue interchange, without being too obtrusive.

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

Based upon the submitted petition and the information presented, the requests associated with PZC 2011-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – August 17, 2011

The Planning and Zoning Commission considered this matter at its meeting on August 17, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Raymond Mielkus, Panline Oberland, Kenneth Ritzert, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Gloria Jiskra and Susan Vonder Heide

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

Commissioner Oberland stated her concern with the appearance of an 8-foot tall chain-link fence, with barbed wire, across the front of the property. She questioned future development, further east, if they too would be allowed a similar fence. She stated that a more attractive fence along the frontage of the property, with some landscaping, would be an improvement and provide a better image for Darien. She did not object to the chain-link fence along the sides and rear of the property. She stated that security cameras could be installed if there is a security issue. She stated a black, metal fence, similar to a wrought iron fence, could work, with landscaping, along the property frontage.

Commissioner Kiefer stated a chain-link fence could look okay.

Commissioner Hickok stated an 8-foot tall chain-link fence with barbed wire does not look good.

Chairperson Meyer stated landscaping along the frontage would be good.

Michael Bialis, CC Industries, Inc., 222 N. LaSalle Street, Suite 1000, Chicago, IL 60601, the petitioner, stated that CC Industries is the real estate holding company which owns Great Dane. He stated the I-55 corridor is important for trucking. He stated they need a location with good visibility and easy access to I-55, which this property provides.

He stated they plan to sell trucks and trailers, and sell parts for these vehicles, at this location, at this time. He stated truck repair would be a future consideration, but they would like to secure approval of the use now, so their investment in the property is secure. He stated they plan to improve the buildings, both the interior and exterior. He stated the gravel lot area will remain the same, but they will need to put down some gravel to level out the low spots to improve drainage.

Mr. Bialis stated the fence is a security issue. He stated the appearance of a chain-link fence, with barbed wire on top, will be a deterrent to prevent theft. He stated they are willing to consider a different type of fence.

Commissioner Oberland asked about the number of trucks going in/out of the facility for repairs.

Mr. Bialis stated that repairs would be a future operation, but would not occur at this time. He stated he would need to research the traffic at their other facilities which do repairs. He stated their operations are not a high volume business, not a truck stop.

Commissioner Lind stated he found the proposed sign acceptable, it has a clean appearance. He stated the property frontage needs to be improved, to look better.

Commissioner Kiefer confirmed whether truck repairs would be done or not.

Mr. Bialis stated that truck repairs would be a future consideration, but they do not plan to do truck repairs in the near future. He stated truck repairs would require a new building and they would need to create those plans.

Mr. Bialis presented photos of the sign and their other facilities.

The Commission discussed the proposed fence, looking for a way to improve the frontage along the property.

The Commission expressed their concern over approving the special use request for truck repairs without seeing more details.

Commissioner Hickok stated if they wanted to see a nicer fence and landscaping along the front, now was the time to require it. He stated his preference for a nicer fence with landscaping.

The Commission discussed exterior lighting. Mr. Bialis stated there would be improvements to the lighting and they will comply with City Code. Mr. Griffith stated the lighting details could be a staff review, verifying the photometrics.

Mr. Griffith noted a letter received from the DuPage County Forest Preserve District, dated August 17, 2011, noting their concern with trash blowing off the subject property onto theirs, and a concern over stormwater management. Mr. Griffith stated he spoke to the Forest Preserve, stating he could look into trash/debris issues and the City will ensure any improvements to the property comply with applicable stormwater management regulations.

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 requests associated with PZC 2011-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition, subject to the following:

- 1. A black, metal fence, "wrought iron style", is to be installed along the front of**

- the property, instead of a chain-link fence, 8-foot tall being acceptable;**
- 2. Landscaping is to be included along the frontage of the property, street side of the fence;**
- 3. Staff to review exterior lighting details for Code compliance.**

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

Municipal Services Committee – August 22, 2011

Based on the Planning and Zoning Commission's recommendation, staff offers the following recommendation:

Based upon the submitted petition and the information presented, the requests associated with PZC 2011-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition, subject to the following:

- 1. A black, metal fence, "wrought iron style", is to be installed along the front of the property, 8-foot tall being acceptable, instead of a chain-link fence;**
- 2. Landscaping is to be included along the frontage of the property, street side of the fence;**
- 3. Staff to review exterior lighting details for Code compliance.**

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 17, 2011.
The Municipal Services Committee will consider this item at its meeting on August 22, 2011.

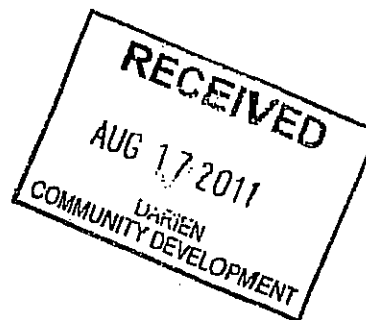


Forest Preserve District of DuPage County

35580 Naperville Road • Wheaton, IL 60189-8761 • 630.933.7200 • Fax 630.933.7204 • TTY 800.526.0857

August 17, 2011

Planning & Zoning Commission
City of Darien
1702 Plainfield Road
Darien, Illinois 60561



Re: Public Hearing Notice on Great Dane Property

Dear Commission Members:

The Forest Preserve District of DuPage County recently received notice of a requested special use for a garage for the repair and servicing of trucks and trailers and a variation for a fence on the property at 1033 S. Frontage Road. We appreciate receiving timely notification of such projects that may have an impact on our adjacent property, and thank you for the opportunity to comment.

District Staff has reviewed the public hearing notice and the requested special use and variation, and has the following comments at this time. This property is immediately adjacent to Waterfall Glen forest preserve (which is to the east and south). We encourage the City to ensure that the property meets all applicable City and County stormwater requirements. Also, it is our understanding that the property will be fenced; this is strongly supported due to past occurrences of trash and debris leaving the subject property and ending up on District property. Based on discussions with City staff, we understand that no new buildings or increases in impervious surface are proposed at this time. If any new structures are planned in the future, we would appreciate the opportunity to review the plans.

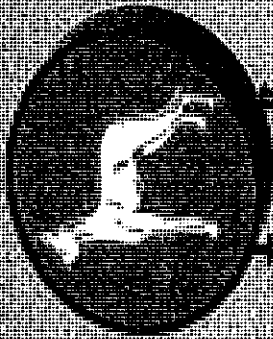
Please consider this as my request that this letter be read and entered into the public record at the hearing on August 17, 2011.

Sincerely,

Brent Manning
Executive Director

cc: Michael Griffith, City Planner
D. "Dewey" Pierotti, Jr., President
Linda Painter, District 3 Commissioner
Bob Vick, Deputy Director of Natural Resources
Kevin Stough, Director of Land Preservation

RECEIVED
MAY 15 1971
STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION



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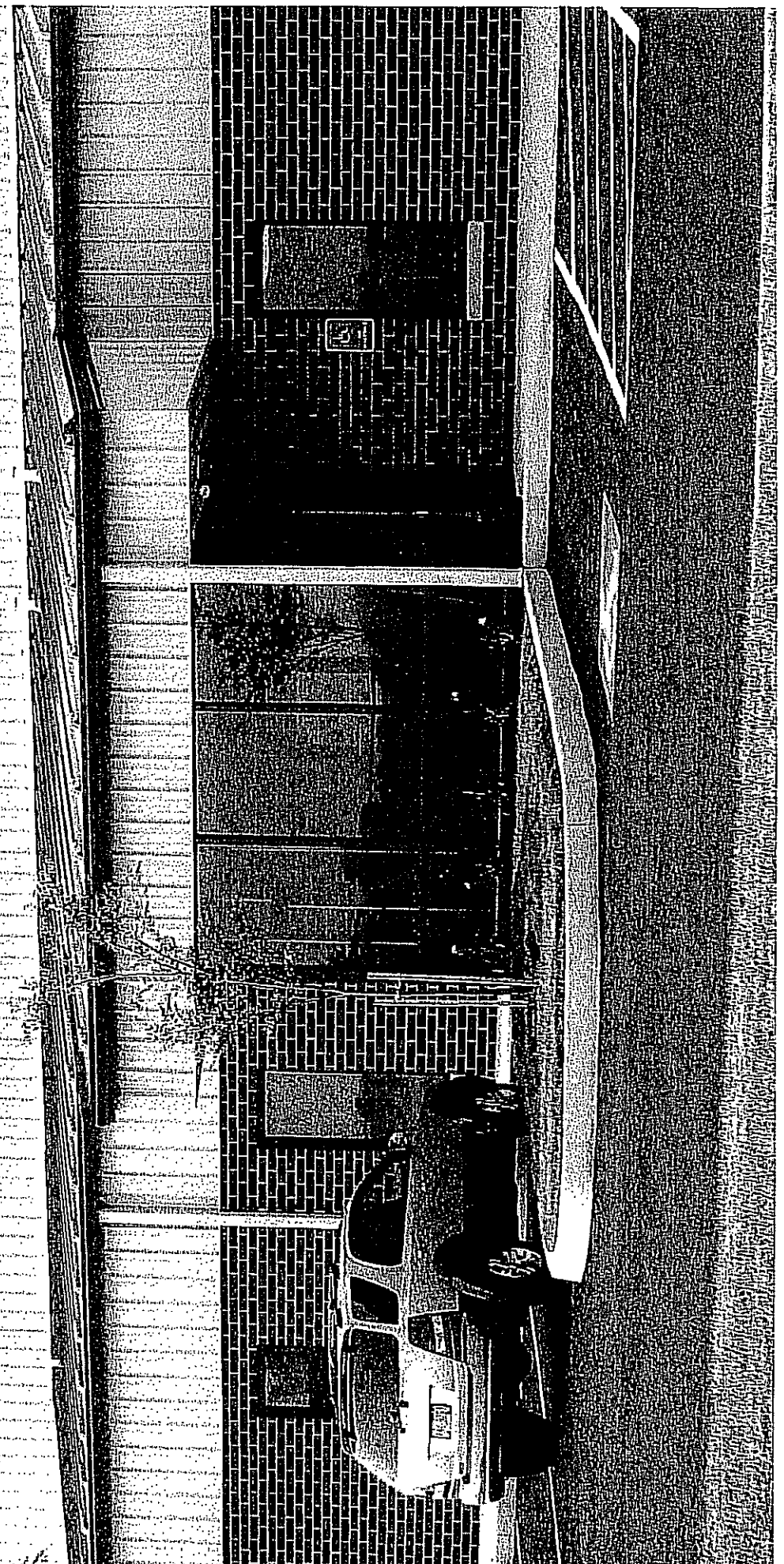
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2011

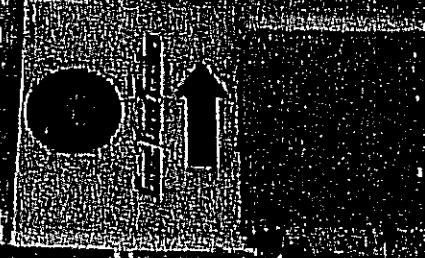
DAREN
COMMUNITY DEVELOPMENT

Great Dane Trailers



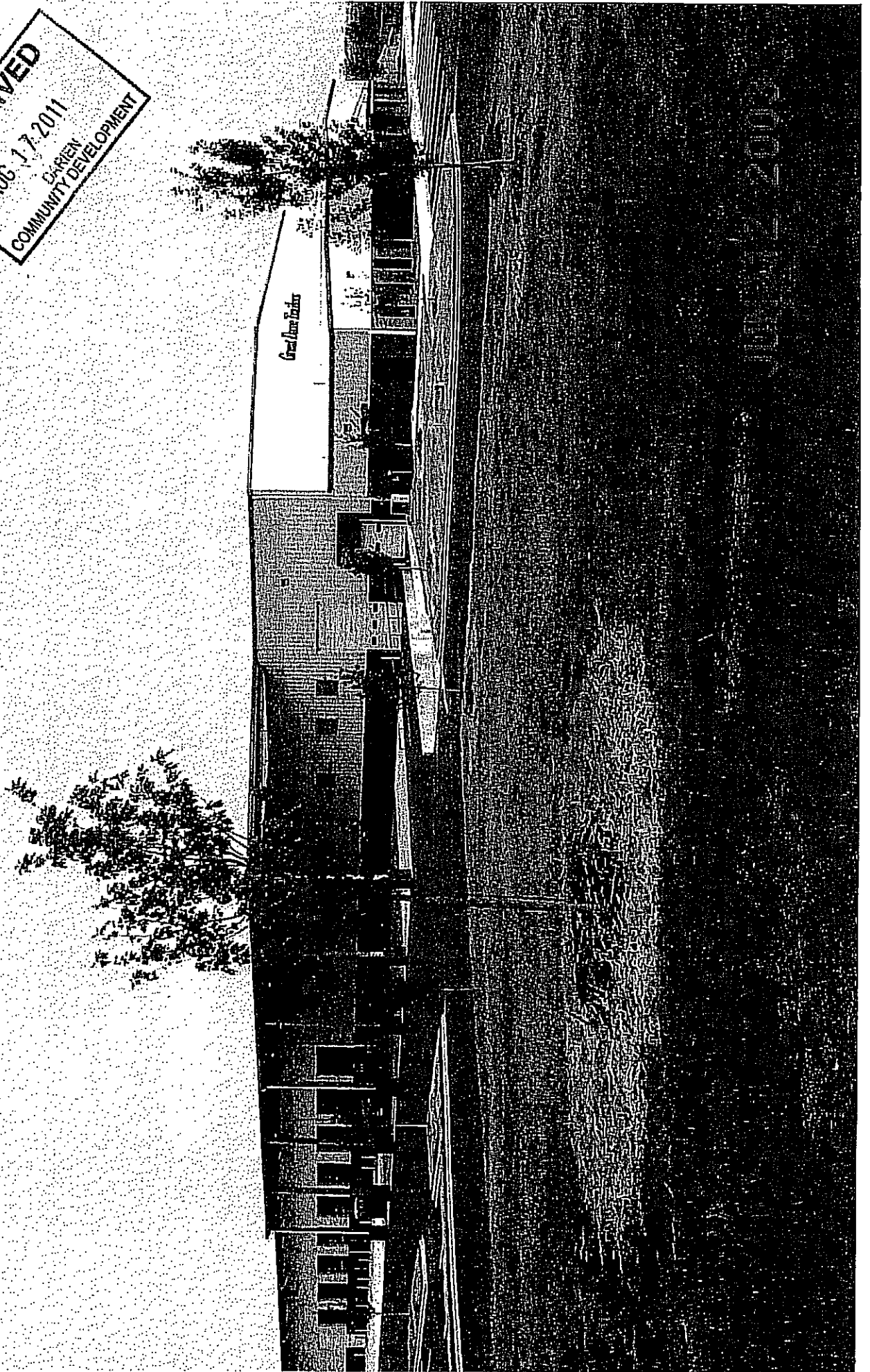
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COMMUNITY DEVELOPMENT

Grand Pine Estates



5-14-2003

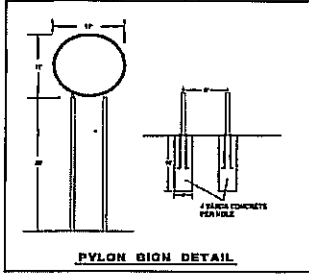
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DARRIN
COMMUNITY DEVELOPMENT



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COMMUNITY DEVELOPMENT

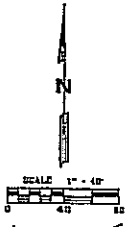




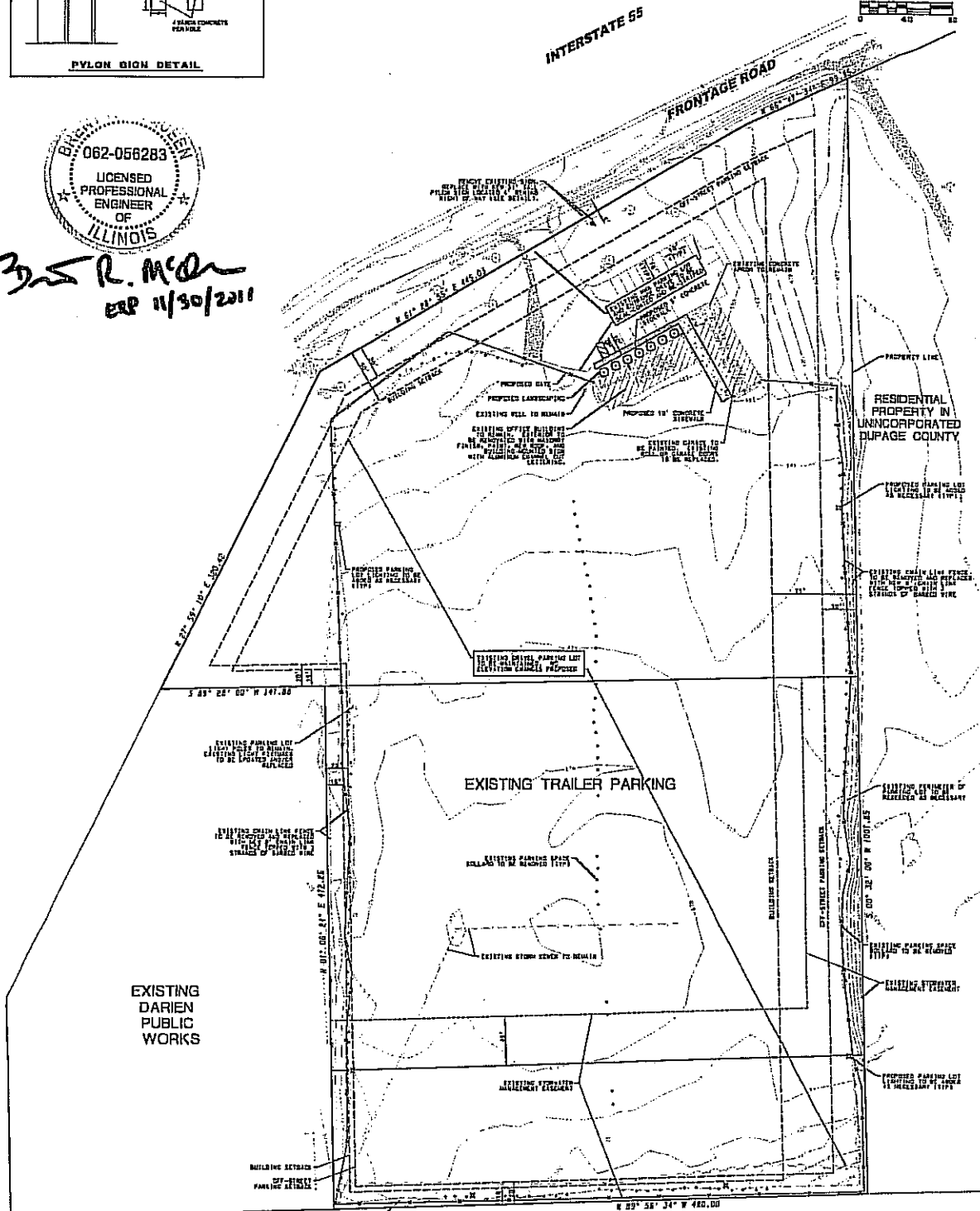
- GENERAL NOTES**
- EXISTING UTILITIES SHOWN HEREIN REFLECT INFORMATION OBTAINED FROM THE CITY OF DARIEN, ILL. RECORDS.
 - EXISTING EDITIONS FOR THE PROPERTY IS 1-1.
 - EXISTING SURVEY HEREON REPRESENTS COMBINATION OF THE FOLLOWING EDITIONS:
 - ADJACENT LAND TITLE SURVEY OF LOT 3 AND 4 OF THE EIGHTH AND NINTH SECTIONS, PREPARED BY LESLIE H. HARRIS, LTD. DATED 1/1/1917.
 - PRELIMINARY SURVEY AND TITLE REPORT OF MARK C. DUNN, SURVEYOR, DATED 1/1/2011.

LEGEND

SYMBOL	DESCRIPTION
(Symbol)	EXISTING ROADS
(Symbol)	PROPOSED ROADS
(Symbol)	EXISTING UTILITIES
(Symbol)	PROPOSED UTILITIES
(Symbol)	EXISTING EDITIONS
(Symbol)	PROPOSED EDITIONS
(Symbol)	EXISTING SURVEY
(Symbol)	PROPOSED SURVEY
(Symbol)	EXISTING PROPERTY LINE
(Symbol)	PROPOSED PROPERTY LINE
(Symbol)	EXISTING FENCE
(Symbol)	PROPOSED FENCE
(Symbol)	EXISTING CONCRETE
(Symbol)	PROPOSED CONCRETE
(Symbol)	EXISTING ASPHALT
(Symbol)	PROPOSED ASPHALT
(Symbol)	EXISTING GRAVEL
(Symbol)	PROPOSED GRAVEL
(Symbol)	EXISTING SAND
(Symbol)	PROPOSED SAND
(Symbol)	EXISTING ROCK
(Symbol)	PROPOSED ROCK
(Symbol)	EXISTING VEGETATION
(Symbol)	PROPOSED VEGETATION
(Symbol)	EXISTING WATER
(Symbol)	PROPOSED WATER
(Symbol)	EXISTING ELEVATION
(Symbol)	PROPOSED ELEVATION
(Symbol)	EXISTING DRAINAGE
(Symbol)	PROPOSED DRAINAGE
(Symbol)	EXISTING FLOW DIRECTION
(Symbol)	PROPOSED FLOW DIRECTION



062-056283
 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS
3.5 R. McQuinn
 EXP 11/30/2011



M Mackie Consultants, LLC
 2516 W. Higgins Road, Suite 800
 Rosewood, IL 60018
 (847) 848-1400
 www.mackieconsultants.com

DESIGNED BY	DATE
DRAWN BY	DATE
APPROVED BY	DATE
DATE	SCALE
1/14/12	1"=40'
REVIEWED FOR CITY OF DARIEN COMMENTS	DATE
DATE	SCALE

PRELIMINARY SITE PLAN
GREAT DANE TRAILERS
DARIEN, ILLINOIS

SHEET
1 OF 1
 PROJECT NUMBER: 062
 CLIENT: GORDON & CO. REALTY, LLC
 DESIGNER: MACKIE CONSULTANTS, LLC

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: August 22, 2011

ISSUE STATEMENT

Boundary Agreement: Consideration of a Boundary Agreement between the Village of Woodridge and the City of Darien.

PLANNING OVERVIEW/DISCUSSION

Currently, there is a Boundary Agreement between the Village of Woodridge and the City of Darien. This Agreement was adopted in 1992 and is set to expire December 2012.

The current and proposed Boundary Agreement establishes a common boundary (boundary line), as well as, providing direction with respect to municipal boundaries, such as: annexations, proposed land use changes (rezonings, Comprehensive Plan land use map amendments), subdivision control and utility service and extensions, for example.

The proposed boundary line remains the same, no changes are proposed. A map showing the boundary line is attached.

The changes being proposed include:

1. Provision to allow Woodridge to supply water, from their existing watermain, to 8635 Lemont Road, which is unincorporated property located on Darien's side of the boundary line.
2. Both municipalities agree to cooperate concerning road alignment, design and construction timing, as well as with access to roads from commercial or residential properties.
3. Both municipalities agree to cooperate concerning postal service, Chicago Metropolitan Agency for Planning, Illinois EPA facility planning, local access telephone service and emergency 911 telephone service areas.

The draft Agreement has been reviewed by Darien and Woodridge staffs and is awaiting Darien City Attorney comments. The draft Agreement is attached. The Agreement, if adopted, is valid for 20 years.

STAFF FINDINGS/RECOMMENDATION

Staff recommends the Municipal Services Committee make a recommendation to approve the draft Boundary Agreement between the Village of Woodridge and the City of Darien, subject to City Attorney comments.

Alternative:

Not adopting the proposed Boundary Agreement. The current Agreement would expire in December 2012.

DECISION MODE

The Municipal Services Committee will consider this matter at its meeting on August 22, 2011.

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the CITY OF DARIEN, DuPage County, Illinois (“DARIEN”) and the VILLAGE OF WOODRIDGE, DuPage, Will and Cook Counties, Illinois (“WOODRIDGE”),

WITNESSETH:

WHEREAS, DARIEN and WOODRIDGE are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and,

WHEREAS, 65 ILCS 5/11-12-9 authorizes the corporate authorities of municipalities that have adopted official plans to agree upon boundaries for the exercise of their respective jurisdictions within unincorporated territory that lies within one and one-half miles of the boundaries of such municipalities; and,

WHEREAS, all notices required by law have been given; and

WHEREAS, unincorporated territory lies within one and one-half miles of the boundaries of DARIEN and WOODRIDGE; and,

WHEREAS, DARIEN and WOODRIDGE have adopted official plans making recommendations with respect to the development of that unincorporated territory; and,

WHEREAS, DARIEN and WOODRIDGE recognize that the territory lying between their present municipal boundaries is an area in which problems related to open space preservation, flood control, population density, provision of public services, ecological and economic impact and multi-purpose developments are increasing in number and complexity; and,

WHEREAS, DARIEN and WOODRIDGE and their respective citizens are vitally affected by said problems, and efforts to solve them and provide for the public health, safety and welfare and prosperity of the inhabitants of said municipalities will be enhanced by mutual action and intergovernmental cooperation; and,

WHEREAS, DARIEN and WOODRIDGE recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective corporate limits in order to plan effectively and efficiently for growth management and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

WHEREAS, DARIEN and WOODRIDGE, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and,

WHEREAS, DARIEN and WOODRIDGE have determined that the observance of the boundary line in the future annexations by either municipality will serve the best interests of both communities; and,

WHEREAS, DARIEN and WOODRIDGE have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by the other; and,

WHEREAS, in arriving at this Agreement, DARIEN and WOODRIDGE have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and,

WHEREAS, DARIEN and WOODRIDGE have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act, and their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate DARIEN and WOODRIDGE agree as follows:

Section 1. Incorporation of Recitals. The recitals set forth hereinabove are incorporated herein by reference as substantive provision of this Agreement.

Section 2. Jurisdictional Boundary Line. The boundary line between DARIEN and WOODRIDGE for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, zoning, subdivision control and annexation of unincorporated territory, and other municipal purposes, all as hereinafter provided, shall be as depicted upon the map attached hereto as **Exhibit "A"** and made a part hereof and as legally described on **Exhibit "B"** attached hereto and made a part hereof.

That portion of the unincorporated territory lying north and east of said boundary line shall be within the DARIEN jurisdictional area ("Darien Jurisdictional Area") as shown on **Exhibit "A"**. The Darien Jurisdictional Area, together with all territory located within the corporate limits of DARIEN from time to time, shall be within the DARIEN territory ("Darien Territory"). That portion of the unincorporated territory lying south and west of said boundary line shall be within the WOODRIDGE jurisdictional area ("Woodridge Jurisdictional Area") as shown on **Exhibit "A"**. The Woodridge Jurisdictional Area, together with all territory located within the corporate limits of WOODRIDGE from time to time, shall be within the WOODRIDGE territory ("Woodridge Territory").

To the extent that there is any conflict between the map and the legal description, the legal description shall control.

Section 3. Exercise of Authority. DARIEN agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the Woodridge Jurisdictional Area.

WOODRIDGE agrees that it shall not exercise or attempt to exercise or enforce any comprehensive plan jurisdiction, official map jurisdiction, zoning authority or subdivision control authority within the Darien Jurisdictional Area.

Section 4. Subdivision Control. In the event that either municipality's subdivision control authority cannot be exercised within its Jurisdictional Area as established by this Agreement because that municipality is not located within one and one-half (1½) miles of a proposed subdivision, and if the other municipality is located within one and one-half (1½) miles of said subdivision, then, in that event, each municipality hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII of the Constitution of

Illinois of 1970, in order that this subdivision control authority can be effected within the Jurisdictional Area of the appropriate municipality as defined herein. In the event that any court of law shall find that the transfer of subdivision control authority between units of local government is prohibited by law, then, if either municipality cannot exercise its subdivision control authority within its Jurisdictional Area because it is not located within one and one-half (1½) miles of said subdivision, and if the other municipality is located within one and one-half (1½) miles of said subdivision, then the other municipality shall exercise subdivision control authority not withstanding the boundaries established by this Agreement, in such manner, upon consideration of the advice of the former municipality, that is as close as legally possible under the latter municipality's subdivision control ordinance, to the former municipality's subdivision control ordinance.

Section 5. Statutory Zoning Objections. This Agreement shall not be construed to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings within one and one-half (1½) miles of its corporate limits.

Section 6. Annexation. Both DARIEN and WOODRIDGE acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. therefore, each municipality agrees not to annex any territory which is located in the other municipality's Territory.

DARIEN and WOODRIDGE also agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that propose to annex territory within either municipality's Territory in a manner inconsistent with this Agreement.

In addition, DARIEN and WOODRIDGE each hereby agree that it waives any right to challenge or otherwise contest the validity of any annexation the other municipality has effected, is effecting, or will effect in the future for territory located within the other municipality's Territory. DARIEN and WOODRIDGE further agree not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the other municipality's past, current, or future annexations within the other municipality's territory, or to disconnect from the other municipality.

Section 7. Utilities. DARIEN and WOODRIDGE agree not to acquire, extend, construct, or maintain utilities within the other municipality's Territory without the express written consent of the other municipality. Further, DARIEN and WOODRIDGE agree not to wheel water through their respective municipal water systems into the Territory of the other municipality without the express written consent of the other municipality.

The parties acknowledge that the premises located at 8635 Lemont Road is within DARIEN'S Jurisdictional Area, but fronts upon a WOODRIDGE water main. WOODRIDGE hereby agrees to provide water service to said premises, in accordance with the standard terms, conditions and rates of WOODRIDGE with respect to providing water service to property outside of its corporate limits; provided, however, that such premises shall not be required to annex to WOODRIDGE. DARIEN hereby consents to WOODRIDGE providing such service.

Section 8. Comprehensive Plan. With respect to DARIEN Territory which abuts the boundary line (after excluding any road right-of-way) as shown on Exhibit "A", DARIEN shall give thirty (30) days written notice to WOODRIDGE prior to approval of any amendment to the DARIEN Zoning Ordinance, approval of any annexation agreement, or approval of any amendment to the DARIEN official comprehensive plan, or approval of such other action which

commits DARIEN to a land use within such Territory which substantially deviates from the DARIEN official comprehensive plan.

With respect to WOODRIDGE Territory which abuts the boundary line (after excluding any road right-of-way) as shown on Exhibit "A", WOODRIDGE shall give thirty (30) days written notice to DARIEN prior to approval of any amendment to the WOODRIDGE Zoning Ordinance, approval of any annexation agreement, or approval of any amendment to the WOODRIDGE official comprehensive plan, or approval of such other action which commits WOODRIDGE to a land use within such Territory which substantially deviates from the WOODRIDGE official comprehensive plan.

Upon request of the municipality so notified, that municipality shall be given reasonable opportunity to review any such proposal and be heard on any such proposal by the corporate authorities of the municipality giving such notice, prior to any final action thereon.

Section 10. Roadway Matters. DARIEN and WOODRIDGE shall work cooperatively in regard to the alignment, design, and timing for construction of any roads on the boundary established under this Agreement. DARIEN and WOODRIDGE agree to work cooperatively in regard to access of any commercial or residential property to any such roads, to accomplish logical and appropriate "cross access" and traffic control.

DARIEN and WOODRIDGE mutually agree that curb cut access for roadways within their jurisdiction shall not be unreasonably withheld for properties located in the other municipality's Territory. Withholding approval of such access by either municipality shall be deemed to be unreasonable if the other municipality or the property owner provides a traffic study prepared by a traffic consultant stating that the requested curb cut(s) will not adversely impact the surrounding area.

Section 11. General Implementation. The parties hereto agree to cooperate to the fullest extent possible and take all steps reasonably practicable, to achieve any appropriate modification of the postal service boundary, the CMAP and Illinois EPA Facilities Planning Area, the local access telephone service area code, and the Emergency 911 telephone service area, to conform to the boundary defined under this Agreement.

Section 12. Binding Effect. This Agreement shall be binding upon and shall apply only to the legal relationship between DARIEN and WOODRIDGE. Nothing herein shall be used or construed to effect, support, bind or invalidate the boundary claims of either DARIEN and/or WOODRIDGE insofar as such claims shall effect any municipality which is not a party to this Agreement.

Section 13. Amendment. Neither DARIEN nor WOODRIDGE shall directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect during the term hereinafter set forth until amended or changed in writing by the mutual agreement of both DARIEN and WOODRIDGE.

Section 14. Partial Invalidity. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end, the provisions of this Agreement are deemed to be severable.

Section 15. Notice and Service. Any notice hereunder from either party hereto to the other party shall be in writing and shall be served by registered or certified mail, postage prepaid, return receipt requested addressed as follows:

To DARIEN:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: City Administrator

To WOODRIDGE:

Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517
Attn: Village Administrator

or to such persons or entities and at such addresses as either party may from time to time designate by notice to the other party. Notice shall be deemed received on the third business day following deposit in the U.S. Mail in accordance with this Section.

Section 16. Term. This Agreement shall be in full force and effect for a period of twenty (20) years from and after the date hereof. The term of this Agreement may be extended, renewed or revised at the end of this initial term or any extended term thereof by further agreement of DARIEN and WOODRIDGE.

Section 17. Repeal of Previous Agreement. This Agreement shall supersede any previous boundary agreements between DARIEN and WOODRIDGE which are hereby repealed.

Section 18. Illinois Law. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Execution of Agreement, Recordation. Each municipality shall authorize the execution of this Agreement by an ordinance duly passed and approved. Certified copies of such ordinances and of this Agreement shall be recorded with the Recorder of Deeds for DuPage, Will and Cook Counties and shall be made available in the respective Village/City Clerk's offices.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date first
above written:

CITY OF DARIEN, an Illinois
municipal corporation

By: _____
Mayor

ATTEST:

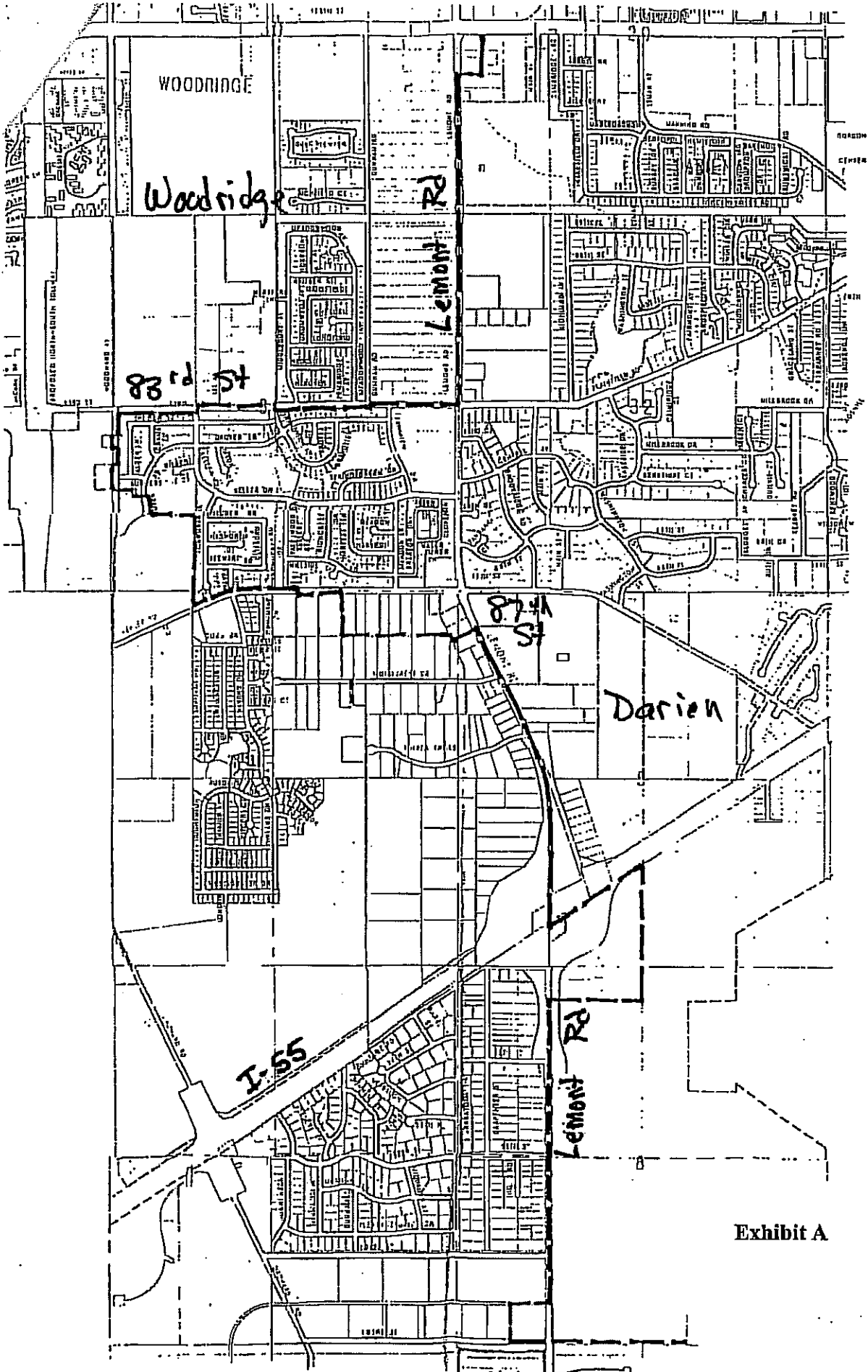
City Clerk

VILLAGE OF WOODRIDGE, an Illinois
municipal corporation

By: _____
Mayor

ATTEST:

Village Clerk



WOODRIDGE

Woodridge

Lemont Rd

83rd St

87th St

Darien

I-55

Lemont Rd

Exhibit A

EXHIBIT B

WITH RESPECT TO THE TERRITORY LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 75TH STREET, A BOUNDARY LINE TRANSVERSING SECTIONS 29, 30, 31 AND 32 OF TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 5, 8, AND 17 OF TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 75TH STREET AND THE CENTERLINE OF LEMONT ROAD, THENCE SOUTH ALONG SAID CENTERLINE TO THE SOUTH RIGHT-OF-WAY LINE OF 103RD STREET;

THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, EXTENDED, WHICH LINE IS THE SECTION LINE BETWEEN SAID SECTIONS 8 AND 17, TO A TERMINATION POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY LINE, EXTENDED, AND THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, ALL IN DUPAGE COUNTY, ILLINOIS.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. O-41-92

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A CERTAIN "INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT" WITH THE VILLAGE
OF WOODRIDGE

Expires 7/2012

ADOPTED BY THE CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 29th DAY OF June, 1992.

Published in pamphlet form
by authority of the City
Council of the City of Darien,
DuPage County, Illinois this
30th day of June,
1992.

ORDINANCE NO. O-41-92

AN ORDINANCE AUTHORIZING THE EXECUTION OF
A CERTAIN "INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT" WITH THE VILLAGE
OF WOODRIDGE

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

SECTION 1: The Darien City Council hereby determines that it
is reasonable, and in the best interests of the City, that the City
enter into a certain Agreement with the Village of Woodridge as
described in Section 2 hereinbelow.

SECTION 2: The Mayor and Clerk are hereby authorized and
directed to execute and attest respectfully a certain
"Intergovernmental Jurisdictional Boundary Line Agreement" with the
Village of Woodridge.

SECTION 3: This Ordinance shall be in full force and effect
upon its passage and approval, and shall subsequently be published
in pamphlet form as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, at a special meeting called for such
purpose, this 29th day of June 1992.

AYES: 6-Bazon, Hagen, Kussow, Little, Rusnak, and Mayor Soldato

NAYS: 0-None


ABSENT: 5-Beardsley, Biehld, Caulton, Gillespie, Smith

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 29th day of June, 1992.



CARMEN D. SOLDATO, MAYOR

ATTEST:



JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

darien\wood.brd

INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of June, 1992, by and between the VILLAGE OF WOODRIDGE, DuPage and Will Counties, Illinois ("WOODRIDGE") and the CITY OF DARIEN, DuPage County, Illinois ("DARIEN");

W I T N E S S E T H:

WHEREAS, WOODRIDGE and DARIEN are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and,

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and,

WHEREAS, Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 11-12-5 et seq., permits municipalities to adopt a comprehensive plan for the present and future development of the municipality. A comprehensive plan may be made applicable, by its terms, to land situated within the municipality's corporate limits and contiguous territory not more than one and one-half (1-1/2) miles beyond the corporate limits and not included in any other municipality. In addition to establishing reasonable standards of design for subdivisions, such comprehensive plan may designate land suitable for annexation to the municipality and the recommended

zoning classification for such land upon annexation; and,

WHEREAS, WOODRIDGE and DARIEN have each adopted an official comprehensive plan pursuant to Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 11-12-5 et seq., said comprehensive plans being incorporated herein by reference; and,

WHEREAS, Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 11-12-9, provides that if unincorporated territory is within one and one-half (1-1/2) miles of two (2) or more municipalities that have adopted official comprehensive plans, the corporate authorities involved may agree upon a line which shall mark the boundaries of the jurisdiction of each of the corporate authorities who have adopted such agreement; and,

WHEREAS, WOODRIDGE and DARIEN recognize that the land lying between their present municipal boundaries is an area in which problems related to open space preservation, flood control, population density, joint operation of public facilities, ecological and economic impact, and multi-purpose developments are increasing in number and complexity; and,

WHEREAS, WOODRIDGE and DARIEN and their respective citizens are vitally affected by said problems and efforts to solve them and provide for the public health, safety and welfare and prosperity of the inhabitants of said municipalities will be benefitted by mutual action and intergovernmental cooperation; and,

WHEREAS, WOODRIDGE and DARIEN recognize the need and desirability to provide for logical future municipal boundaries and areas of municipal authority between their respective

municipalities in order to plan effectively and efficiently for growth management and potential development between their communities and the conservation of the available resources for all of their respective citizens; and,

WHEREAS, in arriving at this Agreement, WOODRIDGE and DARIEN have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and,

WHEREAS, WOODRIDGE and DARIEN have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois, and their authority to enter into jurisdictional boundary agreements pursuant to Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 11-12-9.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, WOODRIDGE and DARIEN agree as follows:

SECTION ONE: INCORPORATION OF RECITALS: The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

SECTION TWO: JURISDICTIONAL BOUNDARY LINE: The boundary line between WOODRIDGE and DARIEN for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, subdivision control and annexation of unincorporated

territory, all as hereinafter provided, shall be as follows:

WITH RESPECT TO THE TERRITORY LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 75TH STREET, A BOUNDARY LINE TRANSVERSING SECTIONS 29, 30, 31 AND 32 OF TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTIONS 5, 8, AND 17 OF TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 75TH STREET AND THE CENTERLINE OF LEMONT ROAD, THENCE SOUTH ALONG SAID CENTERLINE TO THE SOUTH RIGHT-OF-WAY LINE OF 103RD STREET;

THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, EXTENDED, WHICH LINE IS THE SECTION LINE BETWEEN SAID SECTIONS 8 AND 17, TO A TERMINATION POINT AT THE INTERSECTION OF SAID RIGHT-OF-WAY LINE, EXTENDED, AND THE WEST LINE OF THE EAST ONE-HALF OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 8, ALL IN DU PAGE COUNTY, ILLINOIS,

a map depicting the boundary line established hereinabove is attached hereto as Exhibit "A" and made a part hereof. In the event of a conflict between the legal description of the boundary line and the map depicting said boundary line, the legal description shall control.

Except as hereinafter provided, that portion of the unincorporated territory lying west and/or south of said boundary line shall be within the WOODRIDGE jurisdictional area. Except as hereinafter provided, that portion of the unincorporated territory lying east and north of said boundary line shall be within the DARIEN jurisdictional area.

WOODRIDGE has heretofore completed annexations, and recorded plats of annexation, with respect to certain territory located east and north of said boundary line. DARIEN has heretofore completed annexations, and recorded plats of annexation, with respect to

certain territory west and/or south of said boundary line. Such territory is described on Exhibit "B" attached hereto and incorporated herein (the "PREVIOUSLY ANNEXED TERRITORY"). Each portion of the PREVIOUSLY ANNEXED TERRITORY shall be within the jurisdictional area of the municipality which has heretofore annexed such portion.

The territory described on Exhibit "C" attached hereto and incorporated herein (the "PATRICK TOWNHOMES PROPERTY") is unincorporated as of the date of this Agreement and bounded on the north, west and south sides by territory within the corporate limits of DARIEN. The PATRICK TOWNHOMES PROPERTY shall be within the DARIEN jurisdictional area.

SECTION THREE: EXERCISE OF AUTHORITY: WOODRIDGE agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the DARIEN jurisdictional area.

DARIEN agrees that it shall not exercise or attempt to exercise or enforce any subdivision control, comprehensive plan or official map jurisdiction within the WOODRIDGE jurisdictional area.

SECTION FOUR: SUBDIVISION CONTROL: In the event that either municipality's subdivision control authority cannot be exercised in its jurisdictional area as established by this Agreement because that municipality is not located within one and one-half (1-1/2) miles of a proposed subdivision, and if the other municipality is located within one and one-half (1-1/2) miles of said subdivision, then, in that event, each municipality hereby transfers its

subdivision control authority to the other municipality pursuant to Section 10, Article VII of the Constitution of Illinois of 1970, in order that subdivision control can be effected within the jurisdictional area of the appropriate municipality as defined herein. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited by law, then, if either municipality cannot exercise its subdivision control within its jurisdictional area because it is not located within one and one-half (1-1/2) miles of said subdivision, then the other municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.

SECTION FIVE: STATUTORY ZONING OBJECTIONS: This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed rezonings within one and one-half (1-1/2) miles of its corporate limits.

SECTION SIX: ANNEXATION: Both WOODRIDGE and DARIEN acknowledge that it is not in their respective best interests to engage in disputes with respect to the annexation of territory. The boundary line established pursuant to this Agreement was carefully studied and considered with respect to those matters heretofore set out in the recitals to this Agreement. Therefore, the parties agree not to annex any territory to either of their respective municipalities which is located in the other municipality's jurisdictional area.

WOODRIDGE and DARIEN acknowledge that the boundary line established hereinabove runs, in part, along the centerline of a highway and that, pursuant to Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 7-1-1, the annexation of any territory adjacent to any highway not already within the corporate limits of any other municipality automatically extends the boundaries of the annexing municipality to the far side of the adjacent highway. WOODRIDGE and DARIEN shall each enjoy the full power provided by law to annex any territory lying within its own respective jurisdictional area, and to the extent that the provisions of Illinois Revised Statutes, 1989, as amended, Chapter 24, Section 7-1-1 would result in the automatic annexation of any portion of a highway lying within the other municipality's jurisdictional area, the provisions of this Agreement shall not bar such annexation.

SECTION SEVEN: EXTENSION OF UTILITIES: WOODRIDGE and DARIEN agree not to extend, construct, acquire or maintain utilities within the other municipality's jurisdictional area without the express written consent of the other municipality, except that WOODRIDGE shall have the right to maintain, repair, replace and/or enlarge its existing water main located in the easterly portion of the Lemont Road right-of-way running through DARIEN'S jurisdictional area, from 87th Street to U.S. Interstate 55, and the right to install, repair, replace and/or enlarge a water main located east of Lemont Road and running through DARIEN'S jurisdictional area from WOODRIDGE'S PREVIOUSLY ANNEXED TERRITORY lying south of U.S. Interstate 55 to, and along, Westgate Road, so

as to enable WOODRIDGE to provide water to the Argonne National Laboratory complex. The provisions of this Section Seven shall not be deemed to preclude DARIEN from providing water to the Argonne National Laboratory complex.

SECTION EIGHT: COMPREHENSIVE PLAN: With respect to territory within the WOODRIDGE jurisdictional area, WOODRIDGE shall give thirty (30) days written notice to DARIEN prior to approval of any amendment to the WOODRIDGE Zoning Ordinance, approval of any Annexation Agreement, or approval of any amendment to the WOODRIDGE Official Comprehensive Plan, or approval of such other action which commits WOODRIDGE to a land use within the WOODRIDGE jurisdictional area which substantially deviates from the WOODRIDGE Official Comprehensive Plan.

With respect to territory within the DARIEN jurisdictional area, DARIEN shall give thirty (30) days written notice to WOODRIDGE prior to approval of any amendment to the DARIEN Zoning Ordinance, approval of any Annexation Agreement, or approval of any amendment to the DARIEN Official Comprehensive Plan, or approval of such other action which commits DARIEN to a land use within the DARIEN jurisdictional area which substantially deviates from the DARIEN Official Comprehensive Plan.

Upon request of the municipality so notified, that municipality shall be given reasonable opportunity to review any such proposal and be heard on any such proposal by the corporate authorities of the municipality giving such notice, prior to any final action thereon.

SECTION NINE: BINDING EFFECT: This Agreement shall be binding upon and shall apply only to relations between WOODRIDGE and DARIEN. Nothing herein shall be used or construed to affect, support, bind or invalidate the boundary claims of either WOODRIDGE and/or DARIEN insofar as such claims shall affect any municipality which is not a party to this Agreement.

SECTION TEN: AMENDMENT: Neither WOODRIDGE nor DARIEN shall directly or indirectly seek any modification of this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed in writing by the mutual agreement of both WOODRIDGE and DARIEN.

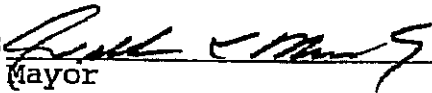
SECTION ELEVEN: PARTIAL INVALIDITY: If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end, the provisions of this Agreement are to be severable.


SECTION TWELVE: TERM: This Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof.

SECTION THIRTEEN: ILLINOIS LAW: This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities, filed with the respective municipal clerks and recorded with the Du Page County Recorder of Deeds.

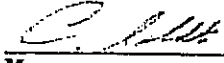
IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and seals on the date first above written.

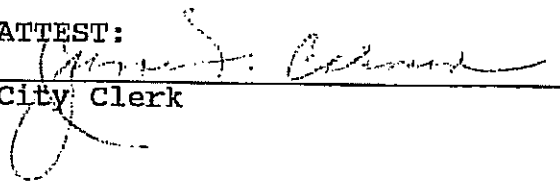
VILLAGE OF WOODRIDGE, an Illinois municipal corporation,

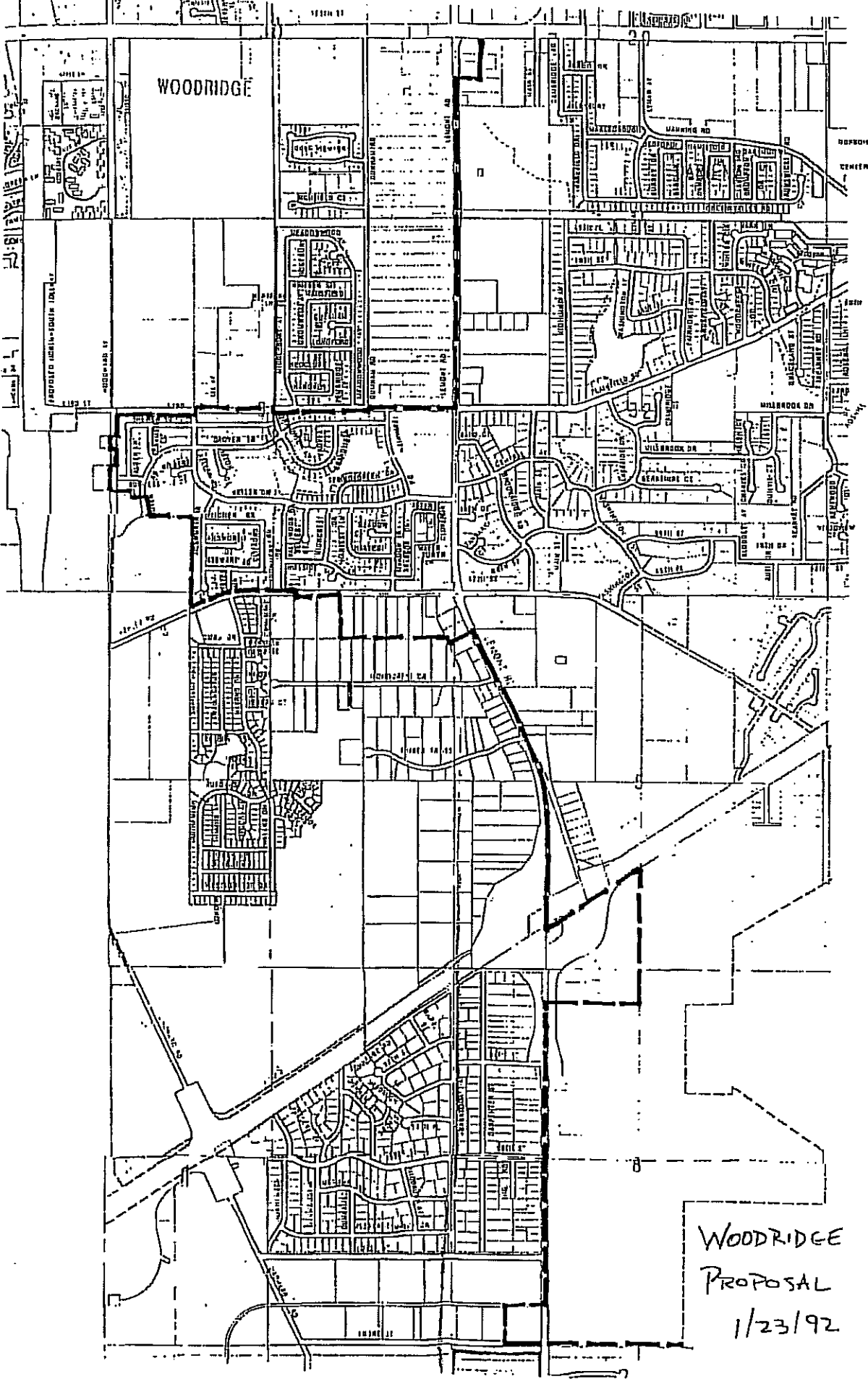
By: 
Mayor

ATTEST: 
Village Clerk

CITY OF DARIEN, an Illinois municipal corporation,

By: 
Mayor

ATTEST: 
City Clerk



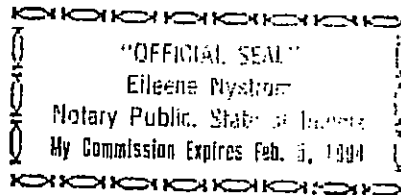
WOODRIDGE
PROPOSAL
1/23/92

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William F. Murphy, Jr., Mayor of the Village of Woodridge, and Dorothy M. Stahl, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village, did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of June, 1992.

Eileen Nystrom
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carmen Soldato, Mayor of the City of Darien, and JoAnne Coleman, City Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of June, 1992.

Donna B. Schmidt
Notary Public

" OFFICIAL SEAL "
DONNA B. SCHMIDT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/27/95

AGENDA MEMO
Municipal Services Committee
August 22, 2011

ISSUE STATEMENT

Discussion followed by Recommendation-The Committee is requested to review the current practice of the Ditch Maintenance Program and the proposed Ditch Rating System.

BACKGROUND

At the July 25, 2011 Municipal Services Committee meeting the Committee reviewed and discussed the current practice of the ditch maintenance program and a new ditch rating system. The current practice utilizes the following criteria:

Top Priority- Foremost importance to complete an unimproved ditch prior to road reconstruction to avoid future damage to road caused by ditch reconstruction or sheet flow of storm water through a roadway.

High Priority - Replacement of deteriorated infrastructure and/or improvement of storm water drainage which directly affects properties or impacts residents. This category also includes safety concerns such as icing and ongoing ponding/drainage concerns.

Low Priority- General Maintenance and repair of storm water drainage infrastructure, which may affect properties and roadways.

The Staff had also presented for discussion a new ditch rating system. The Committee had reviewed the document and recommended that a weighted rating system be applied to the survey report. Alderman Halil Avci had volunteered to work with Staff and provide comments and feedback.

Attached and labeled as Attachment 1 is the working document with comments from Alderman Halil Avci and Director Gombac. Attached and labeled as Attachment 2 is the revised survey report with the weighted analysis. Please note that both reports utilized the identical ditches for the field sampling analysis.

Below are considerations for the Committee to review and provide a recommendation regarding the practice of future ditch maintenance programs. Prior to determining the considerations, staff is assuming that funding for the ditch programs and the street program would be appropriated to reflect the considerations as presented below.

Consideration 1-Maintain the current practice of completing a ditch maintenance project the year prior to the scheduled resurfacing of the road. While the practice has its merits, there are existing ditches that require immediate attention and due to the practice are hindered. At the same time, there is a domino effect that if a ditch project is not funded the year prior to the resurfacing of the roadway, the roadway will be postponed until the drainage project could be completed. Staff suggests that the drainage and resurfacing projects be scheduled in subsequent years as projected within the Ditch Maintenance Catalogue and coinciding with the Street Resurfacing Catalogue.

Consideration 2-Continue the practice as noted within Consideration 1-and provide the weighted rating system as information only. The following consideration would include up to two additional ditch projects based on the weighted system.

Consideration 3-Implement the revised weighted rating system as presented.

STAFF RECOMMENDATION

Staff recommends **Consideration 2-**Continue the practice as noted within Consideration 1, pending funding and provide the weighted rating system as information only. The following consideration would include up to two additional ditch projects based on the weighted system.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

Pending discussion, this item will be presented at the upcoming Goal Setting session.

ATTACHMENT 1

DITCH RATING SYSTEM FOR THE CITY OF DARIEN

Comment [*1]:

The following report relates to the rural drainage ditches and associated infrastructure. The scope of this report focuses on replacement and clearing of ditches, culverts, under drains, horizontal drains and other elements of the storm water drainage system. Also implemented is Best Management Practices (BMP) such as soil stabilization using vegetation or rock on stream banks, slopes, benches or ditches.

The drainage ditches are maintained to avoid obstruction and maintain optimal storm water flow. Roadside ditches should be large enough, and have adequate relief drain spacing, to carry runoff from storms. The storm water needs to be drained away from roadways, thus eliminating premature failure of the surface and sub base. Ditch gradient between 2 and 8 percent slopes are usually better performers. Slopes greater than 8 percent provide runoff waters with too much momentum and erosive force and will require more ditch relief. Slopes of less than 2 percent drain water too slowly, or not at all. The staff continues to implement a 2% slope criteria.

The City began block ditch drainage projects in 2006. There are approximately 29 lane miles of ditches, and the City has completed 4.12 miles to date. At the current rate, the drainage ditch projects would be completed by 2023/2024. Attached is the latest ditch catalogue produced by staff. The goal is to maintain and replace culverts and ditches, before they contribute to flood damage on roads and adjacent structures. The Department continues to gather information regarding the inventory of the existing ditches and compiles work orders on complaints of ditches. Many agencies have no formal system in place and consequently find themselves reacting to immediate or impending problems, rather than proactively managing maintenance and replacement.

Field Code Changed

During the past several years the Ditch Drainage Projects practice was targeted in conjunction with the Road Maintenance Program. In other words, a drainage project for the rural block would be completed the year prior to the scheduled resurfacing of the road. While the practice has its merits, there are existing ditches that require immediate attention and due to the practice are hindered. At the same time there is a domino effect that if a ditch project is not funded the year prior to the resurfacing of the roadway, the roadway will be postponed until the drainage project could be completed. Staff suggests that the drainage and resurfacing projects be scheduled in subsequent years.

Recently, and due to the state of the economy, there have been discussions regarding the practice of the Ditch Drainage Projects. The discussions continue to focus on the criteria utilized or lack of a point rated system. The criteria in use today consists of the following:

Top Priority- Foremost importance to complete an unimproved ditch prior to road reconstruction to avoid future damage to road caused by ditch reconstruction or sheet flow of storm water through a roadway.

High Priority - Replacement of deteriorated infrastructure and/or improvement of storm water drainage which directly affects properties or impacts residents. This category also includes safety concerns such as icing and ongoing ponding/drainage concerns.

Low Priority- General Maintenance and repair of storm water drainage infrastructure, which may affect properties and roadways.

The staff has completed research and is suggesting a revised methodology to be utilized for all Drainage Projects. The revised method would be a rating scale similar to the road program and consist of the following. Backup

1. The roadway has been scheduled for a resurfacing project in 2 years.

Rating 0 - Not scheduled within the 2-year time frame

5 - Scheduled within the 2 year time frame

2. Ditches are inundated with storm water after 24 hours due to negative ditch storm water conveyance. Documentation required for the events of inundation through the work order system.

Rating 0 - No ditches affected

3 - 25% ditches affected

6 - 50% ditches affected

9 - 75% or more ditches affected

3. Roadways are inundated with storm water after 24 hours due to negative ditch storm water conveyance. Documentation required for the events of inundation through the work order system.

Rating 0 - No ditches affected

3 - 25% ditches affected

6 - 50% ditches affected

9 - 75% or more ditches affected

4. Roadways/Right of ways freeze after 24 hours due to negative storm water conveyance due to freeze/thaw cycles. Documentation required for the freeze events through the work order system.

Rating 0 - No ditches affected

3 - 25% ditches affected

6 - 50% ditches affected

9 - 75% or more ditches affected

Comment [HA2]: What did this research entail?

Comment [AP3]: Research entailed gathering information from other municipalities regarding a rating system. There was no information available. Additional research was explored to the internet for maintenance of ditches. There was no specific info to a rating system.

Comment [HA4]: Is this rating system based on some existing model used by other municipalities or is it something that we came up with on our own?

Comment [AP5]: The staff had assigned values to the criteria. The criteria utilized a typical of a rural drainage project review.

Comment [HA6]: Shouldn't there be some criteria that overrides all others? For example, the safety concern in Criterion #1. Isn't that a go/nogo decision rather than a 5/89 factor?

Comment [AP7R6]: I would have to agree with you that there should be an additional criterion and should have a weight of 10. The same could be said of Item 1. The document needs to be completed in the field and then reviewed.

Field Code Changed

Comment [HA8]: What do you take as a ditch? From one corner of the street to next? The length of the road that will be resurfaced next year?

Comment [AP9]: A ditch system is infrastructure that does not include existing or limited storm sewers. The project is reviewed on the length of the street. An example of this would be High Rd - 67th St - Plainfield Rd and from Plainfield Rd - Janet Ave. Same answer as above.

Comment [HA10]: Isn't this more important than Criterion #2? Shouldn't it carry more weight?

Comment [AP11]: Yes. I believe that there could be several criteria that the weight may need to be adjusted. After an initial assessment Staff will review to determine which items may need to be weight adjusted.

Comment [HA12]: I think this is even more important than #3, and yet it carries the same weight as #2.

Comment [AP13]: I agree and the methodology would follow the above reasoning.

5. The existing culverts are deteriorated

- Rating** 0 - No culverts are deteriorated
3 - 25% of culverts are deteriorated
6 - 50% of culverts are deteriorated
9 - 75% of culverts are deteriorated

Comment [HA14]: Isn't the real question here is whether water is flowing through the culverts? They may have defects but if they still perform their intended function, why replace them?

Comment [AP15]: Yes. When culverts begin to deteriorate they develop holes in the pipe and the ground develops sink holes as the material accumulates gathers in the pipe. Eventually it becomes a safety concern.

6. Existing infrastructure deteriorated traversing roadway

- Rating** 0 - No infrastructure traversing roadway
3 - 25% of infrastructure traversing roadway deteriorated
6 - 50% of infrastructure traversing roadway deteriorated
9 - 75% of infrastructure traversing roadway deteriorated

Comment [HA16]: What does "infrastructure" mean here?

Comment [AP17]: Concrete and steel structures.

7. Existing ditch has a negative effect on side yard drainage

- Rating** 0 - No negative effect on side yard drainage
3 - 25% of ditches have negative effect on side yard drainage
6 - 50% of ditches have negative effect on side yard drainage
9 - 75% of ditches have negative effect on side yard drainage

8. Existing ditch has less than a 2% slope

- Rating** 0 - Ditches have a minimal of a 2% slope
3 - 25% of ditches have less than a 2% slope
6 - 50% of ditches have less than a 2% slope
9 - 75% of ditches have less than a 2% slope

Comment [HA18]: Isn't the slope a characteristic of the land? You can artificially slope the ditch over a short distance of its length but you still have to follow the land and therefore either dig deeper or raise the water level.

Comment [AP19]: Yes. You can artificially slope the ditch over a short distance of its length but you still have to follow the land and therefore either dig deeper or raise the water level. Pending the grades, there are situations where pipe is installed to carry storm water and is referred to as reverse pitch. Please keep in mind that when some of these homes were built there was a lack of storm water conveyance oversight, therefore builders set grades to what they determine was optimal and in reality years later when the next builder built upstream for an example the grade was not sufficient to drain a property and therefore creating drainage problems.

9. Existing ditch condition causes structure flooding. Documentation required

- Rating** 0 - Ditch condition causes no structure flooding
5 - Ditch condition causes structure flooding to less than 3 structures
10 - Ditch condition causes structure flooding to more than 4 structures

Comment [HA20]: What does structure flooding mean? If it means causing flooding in people's houses, isn't that more important than water just collecting in the ditches, i.e., Criterion #2?

Comment [AP21]: Homes - basements, barnages and sheds.
I agree and will be addressed based on reply 12.

ATTACHMENT 1

10. Existing storm conveyance structures are deteriorated

- Rating**
- 0** - Storm conveyance structures are not deteriorated
 - 3** - Storm conveyance structures have minor deterioration
 - 6** - Storm conveyance structures have severe deterioration

Comment [HA22]: How is this different from #5 and #6?

Comment [AP23]: #5 refers to pipes. #6 refers to pipes and structures within a roadway. #10 refers to structures within the ditch lines.

11. Existing storm conveyance structures are a safety concern to pedestrians and motorists

- Rating**
- 0** - Existing storm conveyance structures are not a safety concern to pedestrians and motorists
 - 5** - Existing storm conveyance structures are a safety concern to pedestrians and motorists

Comment [HA24]: Isn't this the most overarching concern? Why does it have only a 5 point rating?

Comment [AP25]: Yes. Item will be reviewed in conjunction with the field analysis.

In summary, a ditch project has the potential of scoring a rating of 89 thus indicating that the ditch warrants funding for a project.

Should you have any further questions regarding the report, please let me know.

ROAD NAME WITH LIMITS		GAIL AVE - Linden To 79th ST	HIGH RD - 67th ST. To Elm	SUNRISE - Elm to Janet
SURVEY DATE		8/12/2011	8/12/2011	8/12/2011
NUMBER OF PROPERTIES		31	53	21
DESCRIPTION	WEIGHT FACTOR	FIELD SCORE	FIELD SCORE	FIELD SCORE
1. The roadway has been scheduled for a resurfacing project in 2 years.				
Criterion 1a- Scheduled for a resurfacing project in 2 years, and has a road rating less than 72.	5		5	
Criterion 1b - Not scheduled within the 2-year time frame, and has a road rating less than 72.	3			
Criterion 1c - Not scheduled within the 2-year time frame, and has a road rating greater than 71.	0	0		0
2. Ditches are inundated with storm water after 24 hours due to negative ditch storm water conveyance. Documentation required for the events of inundation through the work order system.				
Criterion 2a - No ditches affected	0			
Criterion 2b - 25% ditches affected	2			
Criterion 2c - 50% ditches affected	3	3	3	
Criterion 2d - 75% or more ditches affected	5			5
3. Storm water sheet flows across the roadway during storm events causing premature failure of the roadway.				
Criterion 3a - No roadways affected	0			
Criterion 3b - 25% roadways affected	2		2	
Criterion 3c - 50% roadways affected	3	3		3
Criterion 3d - 75% or more roadways affected	5			
4. Roadways/Right of ways freeze after 24 hrs due to negative storm water conveyance due to freeze/thaw cycles. Documentation required for the freeze events through the work order system.				
Criterion 4a - No ditches affected	0			
Criterion 4b - 25% ditches affected	3		3	
Criterion 4c - 50% ditches affected	5	5		
Criterion 4d - 75% or more ditches affected	10			10
5. The existing culverts and storm conveyance structures are deteriorated.				
Criterion 5a- No culverts and storm conveyance structures are deteriorated	0			
Criterion 5b - 25% of culverts and storm conveyance structures are deteriorated	3	3		
Criterion 5c - 50% of culverts and storm conveyance structures are deteriorated	5		5	5
Criterion 5d - 75% of culverts and storm conveyance structures are deteriorated	10			

DESCRIPTION	WEIGHT FACTOR	FIELD SCORE	FIELD SCORE	FIELD SCORE
6. Storm water infrastructure traversing roadway				
Criterion 6a - No infrastructure traversing roadway	0			
Criterion 6b- Infrastructure traversing roadway is in good condition	0			
Criterion 6c - 25 to 50% of infrastructure traversing the roadway is deteriorated and the road is <u>not</u> scheduled to be resurfaced within two years	5	5		
Criterion 6d - More than 50% of infrastructure traversing the roadway is deteriorated and the road is <u>not</u> scheduled to be resurfaced within two years	10			10
Criterion 6e - 25 to 50% of infrastructure traversing the roadway is deteriorated and the road is scheduled to be resurfaced within two years	15		15	
Criterion 6f - More than 50% of infrastructure traversing the roadway is deteriorated and the road is scheduled to be resurfaced within two years	20			
7. Existing ditch has a negative effect on side yard drainage				
Criterion 7a - No negative effect on side yard drainage	0			
Criterion 7b - 25% of ditches have negative effect on side yard drainage	3			
Criterion 7c - 50% of ditches have negative effect on side yard drainage	4	4	4	
Criterion 7d - 75% of ditches have negative effect on side yard drainage	5			5
8. Existing ditch condition causes structure flooding. Documentation required				
Criterion 8a - Ditch condition causes no structure flooding	0	0		
Criterion 8b - Ditch condition causes flooding to detached non-residential structures	5		5	5
Criterion 8c - Ditch condition causes flooding in nonliving quarters of homes	10			
Criterion 8d - Ditch condition causes flooding in living quarters of homes	15			
9. Existing storm conveyance structures are a safety concern to pedestrians and motorists				
Criterion 9a - Existing storm conveyance structures are not a safety concern to pedestrians and motorists	0		0	0
Criterion 9b - Existing storm conveyance structures are a safety concern to pedestrians and motorists	10	10		
10. Benefit ratio - average number of residences per 500 foot length of the road (Number of residences facing the road divided by the length of the road in feet multiplied by 500)				
Criterion 10a - zero	0			
Criterion 10b - 1 to 6	3			
Criterion 10c - 7 to 12	5	5	5	5
Criterion 10d - More than 12	10			
11. Will the ditch improvement project have any negative impacts on ditches and properties downstream?				
Criterion 11a - No negative impacts	5	5	5	5
Criterion 11b - May have negative impacts	3			
Criterion 11c - Will definitely have negative impacts	0			
TOTAL WEIGHT- (100 POINTS MAXIMUM)	100	43	52	53

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
July 25, 2011**

PRESENT: Chairperson Joseph Marchese, Alderman Ted Schauer, Alderman Halil Avci, Dan Gombac-Director, Michael Griffith-Senior Planner

ABSENT: Elizabeth Lahey - Secretary

OTHERS

PRESENT: Alderman John Poteraske, John Galan

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

NEW BUSINESS

A. Ordinance – 1041 S. Frontage Road, Great Dane Subdivision – Petitioner seeks approval of a Plat of Subdivision.

Mr. Michael Griffith, Senior Planner presented the staff report. He reported that this is a plat to subdivide the City's Public Works Facility into two lots so that the portion that is splitting off can be sold to Great Dane.

Mr. Griffith reported that the PZC recommended approval. He stated that this request did not require a public hearing so there was no public comment. He reported that there will be a development plan in the future.

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

Alderman Avci made a motion and it was seconded by Alderman Schauer that based upon the submitted petition and the information presented, the request associated with PZC 2011-07 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee recommend approval of the petition as presented.

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

B. Resolution – Authorizing the Mayor and the City Clerk to execute a contract with North Suburban Asphalt Maintenance in an amount not to exceed \$56,700.00 for the 2011 Crack Fill Program.

Mr. Dan Gombac, Director presented the staff report. He reported that this program has been in place for five years and is designed as a preventative maintenance at 3, 6 and 9-year intervals. He stated that staff has identified the targeted streets for this year and were submitted as

Attachment 1. Mr. Gombac reported that the total pounds are 42,736 and a 5% contingency for 2,264 pounds has been included in the total amount not to exceed \$56,700 for the 2011 Crack Fill Program.

Chairperson Marchese questioned why the cost from one vendor to the other is so extreme.

Mr. Gombac reported that the more expensive bid was not a company that Staff was familiar with and he did not consider them because the cost was so much more. He reported that North Suburban Asphalt Maintenance was the lowest bid and the proposed vendor has contracted with the City previously and has completed very satisfactory work.

Alderman Poteraske was in the audience and commented that the program does help extend the life of the pavement. Director Gombac agreed with Alderman Poteraske and added that the program is maintenance program that has been successful and is beginning to show the merits.

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A CONTRACT WITH NORTH SUBURBAN ASPHALT MAINTENANCE IN AN AMOUNT NOT TO EXCEED \$56,700.00 FOR THE 2011 CRACK FILL PROGRAM.

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

C. Request – Street light installation at the corner of Warwick Avenue and Janet Avenue and Warwick Avenue and Walnut Avenue.

Mr. Dan Gombac Director presented the staff report. He reported that this is a request to install two street lights: one at the southeast corner of Warwick Avenue and Janet Avenue and the 2nd street light at the northeast corner of Warwick Avenue and Walnut Avenue. Mr. Gombac reported that the petitioner, Mr. Woods secured signatures in favor of the street lights. He reported that staff confirmed that the residents approved the locations and there was no opposition. Mr. Gombac reported that the cost of the two aluminum light poles, wiring and installation is \$7,778.25. He reported that there is \$12,000 budgeted and the proposed balance of \$4,221.75. The petition stated that the area warrants a street light and will provide security and pedestrian/motorist safety.

Alderman Schauer questioned if there were any other requests for street lights.

Mr. Gombac reported that this is the first request for the current budget.

Alderman Avci stated that there are quite a few dark areas throughout the City that could require lighting. He questioned why the City is waiting for the residents to come forth and why the City is not more proactive prioritizing the installation of more lighting.

Mr. Gombac reported that in his experience there are some residents that do not want lighting because of the neighborhood. He stated that this has been a proven method of how to install street lights.

Alderman Avci stated that the City should be more reactive to the situation. He stated that he is not sure what the best solution is but that the City could assign a Citizen's Lighting Committee to come up with recommendations to address the areas that need lighting.

Mr. Gombac stated that staff could identify the dark areas throughout the City and provide an inventory. He stated that this could be presented back at the budget workshop and possible inclusion under capital projects.

Chairperson Marchese stated that he agreed that this was a legitimate concern.

Mr. Woods stated that since the stop signs were taken down at Walnut Avenue and Warwick Avenue, people fly through the intersection. He stated that the addition of the street light will light up the area and would provide security and pedestrian/motorist safety. Mr. Wood questioned if the yield sign at Warwick and Janet could be made bigger and move it closer to Janet.

Mr. Gombac stated that pending approval of the street lights by the City Council the City would replace the yield sign to a standard under the traffic control manual.

Mr. Wood further commented in response to Alderman Avci statement that there are corners in Brookhaven that are pitch black even with the limited coach lights that exist within residents private properties.

Chairperson Marchese stated that this topic can be added during goal setting.

Alderman Schauer stated that the petition system in place works.

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve two street lights at the southeast corner of Warwick Avenue and Janet Avenue and at the northeast corner of Warwick Avenue and Walnut Avenue in an amount not to exceed \$7,778.25.

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

Mr. Gombac reported that this would be placed on the agenda on August 1, 2011 City Council Meeting.

D. Discussion – Ditch Rating System

Mr. Dan Gombac, Director presented the staff report. He reported on the current practice for the Ditch Maintenance Projects. He reported that the ditch drainage projects started in 2006 and there are 29 miles of ditches of which 4.1 miles have been completed. Based on the current

practice it has been estimated that all the ditches would be completed by 2024. Mr. Gombac reported that the ditches are compared to a curb and gutter system as they both convey storm water to strategic locations.

Mr. Gombac reported that there was a lack of oversight when the rural areas were built and drainage pipes were installed. He stated that one of the goals is to target ditches in conjunction with the road program and redo the entire ditch from block to block.

Staff had prepared and presented a new point rating system to rate ditches in which would define which ditches were the highest priorities. The proposed system would supersede the current practice of the maintenance of the ditches.

Mr. Gombac reported that the rating system conducted a review of three ditches located on Gale Avenue, High Road and Sunrise. The negative effect of the proposed rating system is that the roads would not be completed as scheduled due to rating. Mr. Gombac informed the Committee that the current practice for ditch maintenance is initiating the ditch projects prior to the year of the road being resurfaced.

Alderman Avci stated that we are trying to pick the ditch projects that are priority and bring in the weighting factor later.

Chairperson Marchese questioned where does subjectivity end and objectivity start. He stated that staff came up with something similar for the roads and it has shown that it works.

Alderman Schauer questioned if staff has rated the entire ditch system.

Mr. Gombac reported that the entire ditch system has not been rated under the proposed rating system due to recent crafting of the rating system report. He stated that his goal was to present a trial review of three ditches that the Committee has been informed of through drainage complaints. He further stated that it would take a couple months to review the ditches and put the rating system in place.

Alderman Schauer commented that he was in favor of the proposed system and understands the effect of the current practice of continuing to maintain ditch projects prior to year of the resurfacing.

Alderman Schauer stated that the system is good but commented the 1st criteria regarding the weight of the road in comparison to the other objectives.

Alderman Avci suggested looking at the objectives and developing criteria. He stated that weights puts the horse before the cart.

Mr. Gombac stated that his goal is so that residents can see it unilaterally and understand a rating system without not giving them the mathematical equation.

Chairperson Marchese stated that the weighting does not rule out subjectivity. He stated that we need to make it simple for people to understand.

Director Gombac stated there always would be subjectivity and he has requested that the Superintendent and the Foreman complete independent reviews of the three ditches and then he would evaluate and present the findings as presented.

Alderman Avci recommended a weighted criteria system to be developed and volunteered to work with Staff on the development. The Committee agreed to the suggestion and the item would be introduced to the Committee at a future date.

E. Discussion – Mechanic Position

Director Gombac informed the Committee that Staff was currently reviewing the full time mechanic position due to recent retirement of Matt Coulman. Scott Coren has been discussing options with the Village of Downers Grove and the Darien Woodridge Fire Department for fleet services. The Staff will be presenting a detailed report by September. The Staff is sensitive to timely repairs and especially during the snowplow season.

F. Minutes – July 5, 2011 – Municipal Services Committee

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve the July 5, 2011 Meeting Minutes.

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

DIRECTOR'S REPORT

a. Development Review Process

Director Gombac provided a protocol report regarding Development Review Process to the Committee. There were no questions or comments.

b. Salt Storage billing summary

Director Gombac provided a detailed report for the expenditure of the Salt Building. Mr. Gombac informed the Committee that the cost was \$218,017.00 and under budget of the funded \$200,000. The Committee was pleased with the oversight and the facility.

NEXT MEETING

Chairperson Marchese announced that the next scheduled meeting will be held on Monday, August 15, 2011 at 6:30 p.m.

ADJOURNMENT

There being no other business before the Committee, Alderman Schauer made a motion and it was seconded by Alderman Marchese to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:55 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairperson

Ted Schauer
Alderman

Halil Avci
Alderman