

AGENDA
Municipal Services Committee
June 24, 2013
6:30 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
 - a. Resolution** - Authorizing the Mayor to execute a contract with Classic Fence Inc in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence
 - b. Resolution** – Authorizing the Mayor to approve an expenditure for landscape restoration; tree trimming or removal; and survey staking in an amount not to exceed \$5,000.00
 - c. Resolution** – Authorizing the Mayor to execute a contract between the City of Darien and DMD Construction Inc for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00
 - d. Resolution** – Accepting a Drainage Utility Easement from the following properties: 1010 69th Street, 1014 69th Street, 1018 69th Street, 1022 69th Street and 1026 69th Street
 - e. Minutes** – May 20, 2013 – Municipal Services Committee
- 4. Director’s Report**
- 5. Next scheduled meeting** – July 22, 2013
- 6. Adjournment**

AGENDA MEMO
Municipal Services Committee
June 24, 2013

ISSUE STATEMENT

Approval of the following resolutions as they relate to the Fence Project for the Municipal Complex located at 1702-1710 Plainfield Rd not to exceed a total cost of \$42,820.00:

- A resolution authorizing the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence

- A resolution authorizing the Mayor to approve an expenditure for landscape restoration; tree trimming or removal; and survey staking in an amount not to exceed \$5,000.00

BACKGROUND/HISTORY

The proposed fence replaces a deteriorated wooden privacy fence around the perimeter of the Municipal Complex. The proposed 6-foot high board-on-board fence includes approximately 1,200 lineal feet of fencing and two dumpster enclosures with gates. The contract specifications include the fencing material, installation, and a fence warranty consisting of a limited lifetime guarantee against rot and decay.

The project will further entail additional expenditures for expense for surveyor staking, tree trimming, and landscape restoration. The tree trimming would be completed by Homer Tree Service at the established contract prices and landscape restoration would be completed by staff. The proposed would not exceed \$5,000.

Attachment A summarizes the bid results of the sealed bid opening conducted on May 31, 2013.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED FENCE CONTRACT EXPENDITURE	LANDSCAPE RESTORATION TREE TRIMMING REMOVALS- PROPOSED COST	PROPOSED BALANCE
01-30-4223	Fence-City Hall	\$52,000.00	\$ 37,820.00	\$ 5,000.00	\$ 9,180.00

References have been verified with favorable comments.

STAFF RECOMMENDATION

Staff recommends approval of the resolutions for a total amount not to exceed \$42,820.00.

ALTERNATE DECISION

Not approving the resolution.

DECISION MODE

This item will be placed on the July 15, 2013 City Council agenda for formal consideration.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

SEALED BID: 2013 Fence Replacement Project - Municipal Complex

OPENING DATE/TIME: Friday, May 31, 2013 @ 10:30 a.m.

		Custom Built		Custom Built		Custom Built	
		Commercial Fence		Commercial Fence		Commercial Fence	
				Cedar Fence Picket		Cedar Fence Picket	
				Galvanized Steel Post		PTP Posts	
ITEM	DESCRIPTION						
1	Removal of Existing Fence	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	Material & Installation	1200	\$ 28.64	\$ 34,368.00	\$ -	\$ 36,278.00	\$ 36,278.00
3	Total Items 1 & 2			\$ 37,368.00		\$ 39,278.00	\$ 39,278.00
4	Option 1						
5	Removal of Dumpster Fence	2	\$ 425.00	\$ 850.00	\$ -	\$ -	\$ -
6	Material & Installation	2	\$ 3,800.00	\$ 7,600.00	\$ -	\$ -	\$ -
7	Total Items 5 & 6			\$ 8,450.00		\$ -	\$ -
8	Total Line 3 & 7			\$ 45,818.00		\$ 39,278.00	\$ 39,278.00

		Northern IL Fence		Northern IL Fence			
				Submitted		Corrected	
ITEM	DESCRIPTION						
1	Removal of Existing Fence	1	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ -
2	Material & Installation	1200	\$ 23.44	\$ 28,130.00	\$ 23.44	\$ 28,128.00	\$ -
3	Total Items 1 & 2			\$ 33,590.00		\$ 33,588.00	\$ -
4	Option 1						
5	Removal of Dumpster Fence	2	\$ 455.00	\$ 910.00	\$ 455.00	\$ 910.00	\$ -
6	Material & Installation	2	\$ 2,600.00	\$ 5,200.00	\$ 2,600.00	\$ 5,200.00	\$ -
7	Total Items 5 & 6			\$ 6,110.00		\$ 6,110.00	\$ -
8	Total Line 3 & 7			\$ 39,700.00		\$ 39,698.00	\$ -

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

SEALED BID: 2013 Fence Replacement Project - Municipal Complex

OPENING DATE/TIME: Friday, May 31, 2013 @ 10:30 a.m.

		Built Best Fence Company		Built Best Fence Company		Classic Fence		Action Fence Contractors Inc		
		Submitted		Corrected						
ITEM	DESCRIPTION									
1	Removal of Existing Fence	1	\$ 10,815.00	\$ 10,815.00	\$ 10,815.00	\$ 10,815.00	\$ 3,300.00	\$ 3,300.00	\$ 7,000.00	\$ 7,000.00
2	Material & Installation	1200	\$ 27.55	\$ 33,070.00	\$ 27.55	\$ 33,060.00	\$ 23.40	\$ 28,080.00	\$ 27.20	\$ 32,640.00
3	Total Items 1 & 2			\$ 43,885.00		\$ 43,875.00		\$ 31,380.00		\$ 39,640.00
4	Option 1									
5	Removal of Dumpster Fence	2	\$ 902.00	\$ 1,804.00	\$ 902.00	\$ 1,804.00	\$ 250.00	\$ 500.00	\$ 310.00	\$ 620.00
6	Material & Installation	2	\$ 3,700.00	\$ 7,400.00	\$ 3,700.00	\$ 7,400.00	\$ 2,970.00	\$ 5,940.00	\$ 3,900.00	\$ 7,800.00
7	Total Items 5 & 6			\$ 9,204.00		\$ 9,204.00		\$ 6,440.00		\$ 8,420.00
8	Total Line 3 & 7			\$ 53,089.00		\$ 53,079.00		\$ 37,820.00		\$ 48,060.00

		Driven Fence Inc.		Driven Fence Inc.		Peerless Fence		Fence Connection		
		Submitted		Corrected						
ITEM	DESCRIPTION									
1	Removal of Existing Fence	1	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$ 4,643.00	\$ 4,643.00	\$ 3,150.00	\$ 3,150.00
2	Material & Installation	1200	\$ 28.86	\$ 34,560.00	\$ 28.86	\$ 34,632.00	\$ 32.00	\$ 38,400.00	\$ 25.99	\$ 31,188.00
3	Total Items 1 & 2			\$ 36,540.00		\$ 36,612.00		\$ 43,043.00		\$ 34,338.00
4	Option 1									
5	Removal of Dumpster Fence	2	\$ 439.00	\$ 878.00	\$ 439.00	\$ 878.00	\$ 25.00	\$ 50.00	\$ 150.00	\$ 300.00
6	Material & Installation	2	\$ 3,200.00	\$ 6,400.00	\$ 3,200.00	\$ 6,400.00	\$ 3,250.00	\$ 6,500.00	\$ 2,500.00	\$ 5,000.00
7	Total Items 5 & 6			\$ 7,278.00		\$ 7,278.00		\$ 6,550.00		\$ 5,300.00
8	Total Line 3 & 7			\$ 43,818.00		\$ 43,890.00		\$ 49,593.00		\$ 39,638.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CLASSIC FENCE INC. IN AN AMOUNT NOT TO EXCEED \$37,820.00 FOR THE PURCHASE AND INSTALLATION OF A 6-FOOT HIGH BOARD-ON-BOARD WOOD FENCE

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract with Classic Fence Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence, 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 15th day of July, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

VENDOR INFORMATION

The Contract shall begin on July 17, 2013 and be in effect until August 24, 2014.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Classic Fence, Inc

CONTACT PERSON: Tamera Podschweit

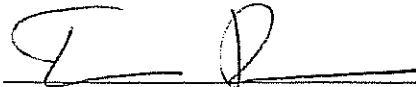
ADDRESS: 1822 Rt 30

CITY, STATE, ZIP CODE: Oswego IL 60543

TELEPHONE NUMBER: Office 630-551-3400 Mobile 630-464-4176

FACSIMILE NUMBER: 630 551-3412

E-MAIL ADDRESS : Classicfence.maint@yahoo.com

AUTHORIZED SIGNATURE: 

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 Classic Fence (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 the 2013 City of Darien Fence Replacement Project

(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 for the period specified. 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, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: Tamera Podschwedt

Print Name: _____

Print Name: Tamera Podschwedt

Title: Mayor

Title: Sales

Date: _____

Date: 5-22-2013

Summary Schedule of Cost for:

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Friday, May 31, 2013 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost of Items 1 and 2. Items 5 and 6 are Optional and will be reviewed pending funding. The costs are for the removal of the existing fence/enclosures and replaced with a Board on Board Copperwood 6-foot high fence as described within the specifications. The City has the right to remove Option 1 if funding is not available.**

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	REMOVAL OF EXISTING FENCE	1	LUMP SUM	1 X Unit Cost	\$ 3,300.00	\$ 3,300.00
2.	MATERIAL AND INSTALLATION OF BOARD ON BORAD COPPERWOOD FENCE	1200	LINEAL FOOT	1200 X Unit Cost	\$ 23.40	\$ 28,080.00
3.	TOTAL COST ADD ITEM 1 AND 2					\$ 31,380.00
4.	OPTION 1					
5.	REMOVAL OF EXISTING DUMPSTER ENCLOSURE FENCE	2	EACH	2 X Unit Cost	\$ 250.00	\$ 500.00
6.	MATERIAL AND INSTALLATION OF BOARD ON BOARD COPPERWOOD FENCE	2	EACH	2 X Unit Cost	\$ 2,970.00	\$ 5,940.00
7.	OPTION TOTAL COST ADD ITEM 5 AND 6					\$ 6,440.00
8.	TOTAL PROJECT COST ADD LINE 3 AND 7					\$ 37,820.00

Company Name: Classic Fence

END OF SPECIFICATION

Firm Name: Classic Fence, Inc.

Signature of Authorized Representative: _____

Title: President Date: 5-22-2013

ACCEPTANCE: This proposal is valid for 90 calendar days from the date of submittal.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN EXPENDITURE FOR LANDSCAPE RESTORATION; TREE TRIMMING OR REMOVAL; AND SURVEY STAKING IN AN AMOUNT NOT TO EXCEED \$5,000.00

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 to approve an expenditure for landscape restoration tree trimming or removal; and survey staking in an amount not to exceed \$5,000.00.

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 15th day of July, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
June 24, 2013

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00.

BACKGROUND

The FY13-14 Budget includes funding for the sandblasting, priming and painting of 480 of the 1,430 fire hydrants the City owns and operates. This program is considered Phase 1, Year 1 of a 3 year program. Phases 2 and 3 will be considered for funding in FY14 and FY15 respectively.

Staff had sent out 8 invitations to bid and received 2 bids. Attachment A is a bid tally from the bid opening held on June 11, 2013. The contract also called out for an optional extension for the sandblasting, priming and painting of 480 fire hydrants in 2014, Phase 2 and the remaining 470 fire hydrants in 2015, Phase 3. The contract options are contingent on funding and the vendor's performance.

The proposed expenditure would be from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4818	FIRE HYDRANT PAINTING	\$41,000	\$35,520	\$5,480.00

STAFF RECOMMENDATION

Staff recommends approval of the proposed contract with DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00. References for DMD have been verified with positive responses.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the July 15, 2013 City Council agenda for formal approval.

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

QUOTE REQUEST: 2013 Fire Hydrant Painting
OPENING DATE/TIME: June 11, 2013 @ 10:30 a.m.
***Bid Awarded on 2013 Pricing**

				Option 1		Option 2	
		Muscat Painting & Decorating		Muscat Painting & Decorating		Muscat Painting & Decorating	
		2013		2014		2015	
ITEM	DESCRIPTION						
1	Sandblasting & Prep Work	480	\$ 37.34	\$ 17,923.20	\$ 35.47	\$ 17,025.60	
2	Painting of Hydrants	480	\$ 39.43	\$ 18,926.40	\$ 37.40	\$ 17,952.00	
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 33.61 \$ 15,796.70
2	Painting of Hydrants	470					\$ 35.49 \$ 16,680.30
Total for Year			* \$ 36,849.60		\$ 34,977.60		\$ 32,477.00

				Option 1		Option 2	
		DMD Construction		DMD Construction		DMD Construction	
		2013		2014		2015	
ITEM	DESCRIPTION						
1	Sandblasting & Prep Work	480	\$ 40.00	\$ 19,200.00	\$ 41.00	\$ 19,680.00	
2	Painting of Hydrants	480	\$ 34.00	\$ 16,320.00	\$ 35.00	\$ 16,800.00	
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 42.00 \$ 19,740.00
2	Painting of Hydrants	470					\$ 36.00 \$ 16,920.00
Total for Year			* \$ 35,520.00		\$ 36,480.00		\$ 36,660.00

Ashley Prueter

From: DMD Consultants Inc [dmdconsultantsinc@gmail.com]
Sent: Tuesday, June 11, 2013 12:49 PM
To: Ashley Prueter
Subject: Re: City of Darien

We provided for you our most current painting references: Bryant, Arkansas, Nashville, TN and Cocoa Beach, FL. We have not painted in IL yet, however we are the service contractor for Clow Valve Co. Waterous, and American Flow Control and in the course of our business with them have worked extensively in the Chicagoland and upper Illinois area making fire hydrant recall repairs numbering in the 5,000 range. We are also planning to bid a painting project for the Village of Gurnee later this month.

Our specialty is fire hydrant maintenance of every sort. I will be in Schaumburg from Thursday-Monday of this week. Thank you,
David Durrua
DMD Consultants Inc
561-441-7405

Sent from my iPhone

On Jun 11, 2013, at 12:03 PM, Ashley Prueter <aprueter@darienil.gov> wrote:

David:

Attached is the bid result for the Fire Hydrant painting project. Do you have any clients in Illinois you could provide as a reference?

Ashley Prueter
City of Darien
(630) 353-8105

<Bid Results form - Fire Hydrant painting.pdf>

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND DMD CONSTRUCTION INC. FOR THE 2013 FIRE HYDRANT PAINTING PHASE 1 IN AN AMOUNT NOT TO EXCEED \$35,520.00

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 to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount of \$35,520.00, 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 15th day of July 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2013.

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 the 2013 City of Darien Fire Hydrant Painting-Phase 1 Project

(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 for the period specified. 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, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

SECTION III

BIDDER SUMMARY SHEET

2013 City of Darien Fire Hydrant Painting

Firm Name: DMD Consultants Inc

Address: 4850 Pates Hill Rd

City, State, Zip Code: Mosheim, TN 37818

Contact Person: DAVID DURRUA

FEIN #: 65-1011844

Phone: (501) 624-3333

Fax: (480) 287-9283

Mobile: (561) 441-7444

E-mail Address: dmd@dmdconsultants.net

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Summary Schedule of Cost for Phase 1-2013:

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Tuesday, June 11, 2013 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost of Items 1 and 2.**

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	40. ⁰⁰	19,200. ⁰⁰
2.	PAINTING OF FIRE HYDRANTS	480	EACH	34. ⁰⁰	16,320. ⁰⁰
3.	TOTAL COST ADD ITEM 1 AND 2			74. ⁰⁰	35,520

Company Name: DMD Consultants Inc

**Summary Schedule of Cost for Phase 2-2014:
Contract Extension 1**

Phase II is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2014**.

The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	41	19,680. ⁰⁰
2.	PAINTING OF FIRE HYDRANTS	480	EACH	35	16,800. ⁰⁰
3.	TOTAL COST ADD ITEM 1 AND 2			76 ⁰⁰	36,480. ⁰⁰

Company Name: DMD Consultants Inc

**Summary Schedule of Cost for Phase 3-2015:
Contract Extension 2**

Phase III is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2015**.

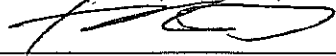
The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	470	EACH	42. ⁰⁰	19,740. ⁰⁰
2.	PAINTING OF FIRE HYDRANTS	470	EACH	36. ⁰⁰	16,920. ⁰⁰
3.	TOTAL COST ADD ITEM 1 AND 2			78. ⁰⁰	36,660. ⁰⁰

Company Name: DMD Consultants Inc

END OF SPECIFICATION

Firm Name: DMD Consultants Inc

Signature of Authorized Representative: 

Title: Director Date: 6/10/13

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.

AGENDA MEMO
Municipal Services Committee
Meeting Date: June 24, 2013

Issue Statement

Approval of a Resolution accepting a Drainage Utility Easement from the following properties:

10-foot Rear Yard Easement 1010 69th Street PIN 09-22-301-014
10-foot Rear Yard Easement 1014 69th Street PIN 09-22-301-013
10-foot Rear Yard Easement 1018 69th Street PIN 09-22-301-012
5-foot Rear Yard Easement 1022 69th Street PIN 09-22-301-011
5-foot Rear Yard Easement 1026 69th Street PIN 09-22-301-010

Background/History

The resident at 1010 69th Street has agreed to participate in a rear yard drainage project with the City. The staff had originally invited 4 additional downstream residents to participate and all had opted not to participate with the exception of the resident with the severe rear yard drainage concern. The scope of work includes installing an under drain pipe through the rear easement of the participating and non-participating properties and connect to a storm sewer structure as depicted in Attachment A. The cost of the project has been estimated at \$10,000 of which the resident at 1010 69th Street has deposited \$5,000 with the City. The remaining not to exceed \$5,000 would come from the Rear Yard Drainage line item.

The abovementioned properties currently have a five foot rear yard easement that is heavily wooded and the existing grade would not allow us to construct the improvement. Staff has reached out to the residents for an additional easement to be dedicated only to the City of Darien for a storm water under drain system for the City to own and maintain. The following residents have agreed to dedicate the following additional easement:

10-foot Rear Yard Easement 1010 69th Street PIN 09-22-301-014
10-foot Rear Yard Easement 1014 69th Street PIN 09-22-301-013
10-foot Rear Yard Easement 1018 69th Street PIN 09-22-301-012
5-foot Rear Yard Easement 1022 69th Street PIN 09-22-301-011
5-foot Rear Yard Easement 1026 69th Street PIN 09-22-301-010

Attached and labeled as **Exhibit A** is the Plat of Grant of Easement. The plat requires City Council approval and will be recorded by DuPage County.

Staff Recommendation

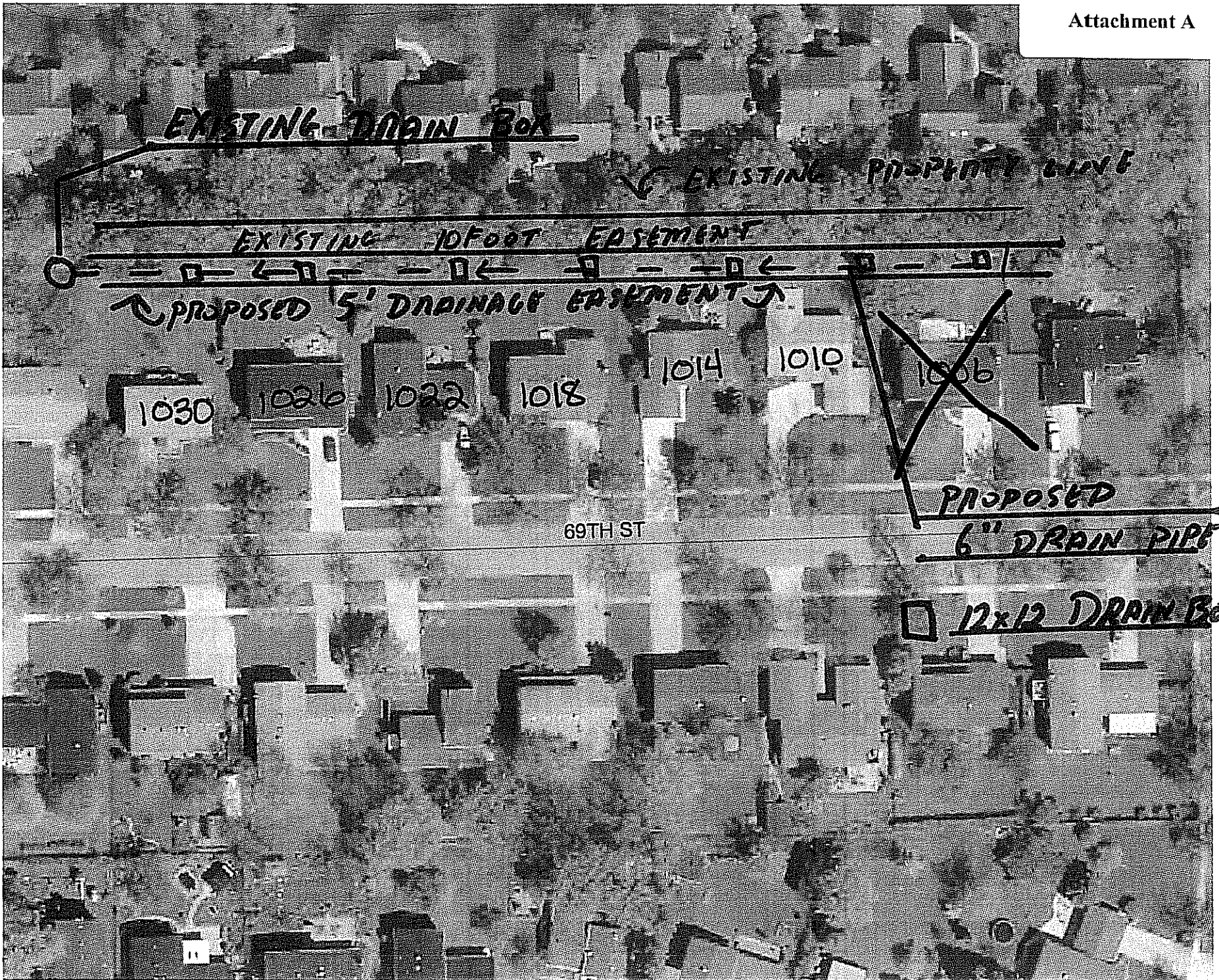
Staff recommends acceptance of a Drainage Utility Easement from the properties listed above.

Alternate Consideration

Not approving the motion at this time.

Decision Mode

This item will be on the July 15, 2013 City Council agenda for formal consideration.



EXISTING DRAIN BOX

EXISTING PROPERTY LINE

EXISTING 10 FOOT EASEMENT

PROPOSED 5' DRAINAGE EASEMENT

1030

1026

1022

1018

1014

1010

1006

69TH ST

PROPOSED

6" DRAIN PIPE

12x12 DRAIN BOX

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE
INSTALLATION AND MAINTENANCE OF A STORM SEWER
AT 1010, 1014, 1018, 1022 AND 1026 69TH STREET**

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

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

WHEREAS, the City will require a 10-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 1010, 1014 and 1018 69th Street; and

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

WHEREAS, the 10 foot easement will be located 5-foot south of the north lot line of 1010, 1014 and 1018 69th Street and as further described as:

10 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 461, 462 AND 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

1010 69th Street: PROPERTY IDENTIFICATION NO: 09-22-301-014

1014 69th Street: PROPERTY IDENTIFICATION NO: 09-22-301-013

1018 69th Street: PROPERTY IDENTIFICATION NO: 09-22-301-012

WHEREAS, the City will require a 5-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 1022 and 1026 69th Street; and

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

WHEREAS, the 5 foot easement will be located 5-foot south of the north lot line of 1022 and 1026 69th Street and as further describer as:

5 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 460 AND 459, ALL IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

1022 69th Street: PROPERTY IDENTIFICATION NO: 09-22-301-011

1016 69th Street: PROPERTY IDENTIFICATION NO: 09-22-301-010

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

WHEREAS, the City has determined that it is in its best interest to permanently utilize the property as described above for a drainage easement as granted by property owners of 1010, 1014, 1018, 1022 and 1026 69th Street to the City;

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2013.

AYES:

NAYS:

ABSENT:

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 15th day of July, 2013.**

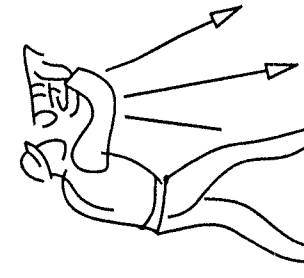
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

JOHN B. MURPHEY, CITY ATTORNEY



RUSSELL W. SCHOMIG, PLS.
WILLIAM K. SCHOMIG

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

SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF EASEMENT

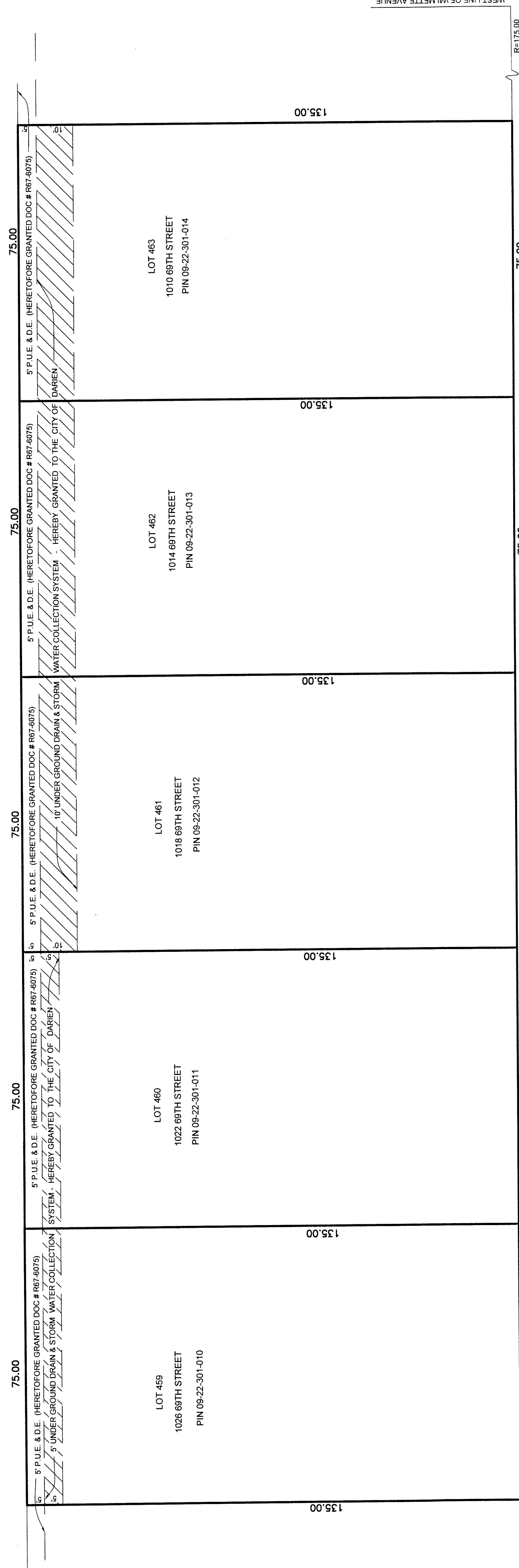
909 EAST 31st STREET
LA GRANGE PARK, ILLINOIS 60526
E-MAIL: SCHOMIG-SURVEY@SBOGLOCAL.NET
WEB: WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

10 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 461, 462 AND 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.

AND

5 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 460 AND 459, ALL IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.

EASEMENT NOTES: 1. THE CITY OF DARIEN WILL OWN AND MAINTAIN SAID DRAINAGE SYSTEM.
2. NO RESTRICTIONS FOR PLANTINGS OR SHEDS



69TH STREET

R-174.00

WEST LINE OF WILMETTE AVENUE

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS CERTIFICATE - LOT 459
1026 69TH STREET, DARIEN

I, COLLEEN F. LAKE, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AS:
LOT 459 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM.
DESCRIBED AS FOLLOWS: THE SOUTH 5 FEET OF THE NORTH 10 FEET OF THE AFORESAID LOT 459, AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____ A.D. 2013.
OWNER: _____
OWNER: _____

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS CERTIFICATE - LOT 460
1022 69TH STREET, DARIEN

I, GARY SWADA AND KIMBERLY SWADA HIS WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AS:
LOT 460 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.
AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM.
DESCRIBED AS FOLLOWS: THE SOUTH 5 FEET OF THE NORTH 10 FEET OF THE AFORESAID LOT 460, AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____ A.D. 2013.
OWNER: _____
OWNER: _____

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS CERTIFICATE - LOT 461
1018 69TH STREET, DARIEN

I, BRIAN W. SHERRY, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AS:
LOT 461 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM.
DESCRIBED AS FOLLOWS: THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 461, AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____ A.D. 2013.
OWNER: _____
OWNER: _____

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS CERTIFICATE - LOT 462
1014 69TH STREET, DARIEN

WE, JOHN BOJAK AND LINDA BOJAK, HIS WIFE, DO HEREBY CERTIFY WE ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AS:
LOT 462 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.
AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM.
DESCRIBED AS FOLLOWS: THE SOUTH 15 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 462, AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____ A.D. 2013.
OWNER: _____
OWNER: _____

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS CERTIFICATE - LOT 463
1010 69TH STREET, DARIEN

I, JOHN COLBY SWANSON, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AS:
LOT 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1987 AS DOCUMENT NUMBER R1987-6075, IN DU PAGE COUNTY, ILLINOIS.
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM.
DESCRIBED AS FOLLOWS: THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 463, AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.
DATED THIS _____ DAY OF _____ A.D. 2013.
OWNER: _____
OWNER: _____

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS NOTARY - LOT 459

I, AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT COLLEEN F. LAKE IS PERSONALLY KNOWN BY ME AND BOTH PERSONS ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THAT SHE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT SUCH OWNER, HAS CAUSED THE EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.
DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ NOTARY PUBLIC

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS NOTARY - LOT 460

I, AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT GARY SWADA AND KIMBERLY SWADA, HIS WIFE, ARE BOTH PERSONALLY KNOWN BY ME AND BOTH PERSONS ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT SUCH OWNERS, HAVE CAUSED THE EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.
DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ NOTARY PUBLIC

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS NOTARY - LOT 461

I, AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT BRIAN W. SHERRY IS PERSONALLY KNOWN BY ME AND HE IS PERSONALLY KNOWN BY THE OTHER OWNERS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT SUCH OWNERS, HAVE CAUSED THE EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.
DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ NOTARY PUBLIC

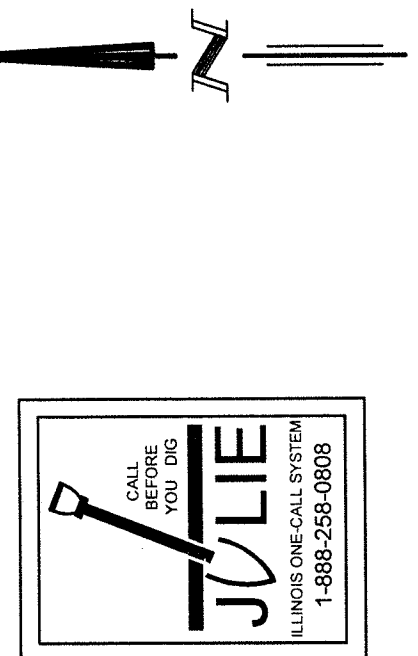
STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS NOTARY - LOT 462

I, AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOHN BOJAK AND LINDA BOJAK, HIS WIFE, ARE BOTH PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THAT THEY ARE THE OWNERS AND THAT SUCH OWNERS, HAVE CAUSED THE EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.
DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ NOTARY PUBLIC

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
OWNERS NOTARY - LOT 463

I, AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOHN COLBY SWANSON IS PERSONALLY KNOWN BY ME AND HE IS PERSONALLY KNOWN BY THE OTHER OWNERS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE AND ACKNOWLEDGED THAT HE IS THE OWNER OF THE PROPERTY DESCRIBED AND THAT SUCH OWNER, HAS CAUSED THE EASEMENT TO BE PREPARED AS HIS OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.
DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ NOTARY PUBLIC

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE INDICATION THEREOF. ANY LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY, UNLESS OTHERWISE NOTED. THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.



LEGEND
P.U.E. = PUBLIC UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT



PLAT PREPARED: JUNE 13TH, 2013.
ORDERED BY: CITY OF DARIEN
PLAT NUMBER: 131133 & ROLL 107-52

STATE OF ILLINOIS) ss.
COUNTY OF COOK) ss.
WE, SCHOMIG LAND SURVEYORS, LTD., AS AN ILLINOIS PROFESSIONAL DESIGN SURVEYOR, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.
ALL DIMENSIONS ARE SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS, THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO INDICATE AN ANGULAR RELATIONSHIP OF LOT LINES.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: *Julie Schomig*
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446
LICENSE EXPIRES 11-30-2014

STATE OF ILLINOIS) ss.
COUNTY OF DU PAGE) ss.
CITY COUNCIL CERTIFICATE

HEREBY ACCEPTED BY THE CITY OF DARIEN MEETING.

DATED THIS _____ DAY OF _____ A.D. 2013.
BY: _____ CITY CLERK

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
May 20, 2013**

PRESENT: Joseph Marchese – Chairperson, Alderman Tina Beilke, Dan Gombac – Director

ABSENT: Alderman Joerg Seifert, Michael Griffith, Senior Planner

ESTABLISH QUORUM

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

NEW BUSINESS

A. Resolution – To correct the approved quantities for the removal and replacement of concrete, curb and gutter and sidewalk program for FYE 14.

Mr. Dan Gombac, Director reported that this resolution approves the corrected quantities for the FYE 14 concrete program. He reported that the error was identified during the first payout request. The prior year's spreadsheet was utilized thereby reflecting an inaccurate amount within the memo and resolution approved on March 18th. Mr. Gombac stated that staff is requesting the City Council to approve a revised resolution which includes the correct numbers so the resolution reflects what was approved in the budget. He reported that the corrected resolution has no financial impact on the budget. He further reported that the amount should be \$430,875 versus \$422,752.

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

Alderman Beilke made a motion, and it was seconded by Alderman Marchese to approve a resolution correcting the approved quantities for the removal and replacement of concrete, curb and gutter and sidewalk program for FYE 14.

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

B. Motion – Approving an engineering agreement with V3 Engineering for the replacement of a water main on Cass Avenue and Plainfield Road.

Mr. Dan Gombac, Director reported that V3 Engineering is DuPage County's engineering consultant for the 75th Street and Cass Avenue reconstruction project. He reported that the county project will require road improvements adjacent to the water main project. Mr. Gombac reported that since the County has included reconstruction of the Plainfield Road and Cass Avenue roadway within their plans, that it would be beneficial for the City to replace the water main during the reconstruction. He reported that the actual water main replacement is planned for in the three-year water fund budget. He further reported that this is a motion and there will be a future Intergovernmental Agreement. Mr. Gombac stated that this is the engineering plan and not the construction plan.

Chairperson Marchese questioned if this money was in the budget.

Mr. Gombac reported that money was allocated only for the engineering as presented.

Alderman Beilke questioned if there is any risk if this company is doing the work versus anyone we would use.

Mr. Gombac reported that V3 Engineering is very reputable and the engineering company is being utilized as the County's engineering consultant for the 75th Street Project.

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

Alderman Beilke made a motion, and it was seconded by Alderman Marchese to approve an engineering agreement with V3 Engineering for the replacement of a water main on Cass Avenue and Plainfield Road.

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

C. Resolution – Approving a change order from McCann Industries in the amount of \$8,000.00 for one Boom Flail Mower.

Mr. Dan Gombac, Director reported that on May 6th the City Council approved a resolution authorizing the purchase of a 2010 MacLean MV-2 Tractor with a plow, mower deck and flail mower from McCann Industries in the amount of \$104,200.00. He reported that after approval it was discovered that the flail mower was not the correct piece of equipment and that the boom flail mower was correct. Mr. Gombac reported that the flail mower is utilized for mowing flat terrain and a boom flail mower for inclines and uneven terrain.

Mr. Gombac reported that McCann will provide the City a 3 year old demo unit, utilized by the factory as a testing unit on new machines at a cost of \$17,000. He reported that the approved flail mower cost was \$9,000. He further reported that the manufacturer has agreed to work with the distributor regarding pricing. He reported that the Committee requested and received quote results for the boom flail mower.

Mr. Gombac reported that the approved amount was \$104,200 for the purchase of a 2010 MacLean MV-2 Tractor with a plow, mower deck and flail mower versus \$112,200 for a 2010 MacLean MV2 Tractor with a plow, mower deck and boom flail mower, a total cost increase of \$8,000.00.

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

Alderman Beilke made a motion, and it was seconded by Alderman Marchese to approve a change order from McCann Industries in the amount of \$8,000.00 for one Boom Flail Mower.

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

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

D. Minutes – Approval of the April 22, 2013 Municipal Services Committee Regular Meeting Minutes.

Alderman Marchese made a motion, and it was seconded by Alderman Beilke to approve the April 22, 2013 Municipal Services Committee Regular Meeting Minutes.

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

DIRECTOR'S REPORT

A. ISAWWA Water Tower Photo Contest

Mr. Dan Gombac, Director reported that Darien submitted into a contest with the Illinois Section American Water Works Association. He reported that Darien came in 9th in Illinois and calendars were provided to the Committee.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, June 24, 2013 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Bielke made a motion and it was seconded by Alderman Marchese to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 6:46 p.m.

RESPECTFULLY SUBMITTED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairman

Tina Bielke
Alderman

Absent
Joerg Seifert
Alderman