

AGENDA
Municipal Services Committee
September 26, 2011
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **Resolution** – Accepting the unit price proposal from the TLC Group Ltd. for the purchase and installation of median trees for 75th Street and the 50/50 Parkway Tree Program
 - b. **Resolution** – Authorizing the repairs of two emergency generators to Illini Power Products in an amount not to exceed \$9,949.37
 - c. **Resolution** - Execute an Intergovernmental Agreement with Darien Park District for the reimbursement of Rock Salt
 - d. **Resolution** - Execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt
 - e. **Resolution** – Execute an Intergovernmental Agreement with County of DuPage for the purpose of sharing information for the County’s Geographical Information System (GIS).
 - f. **Resolution** – Authorizing the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Spring Court roadway easement, street light and right of way trees-(Outlot C)
 - g. **Resolution** - Authorizing the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Ripple Ridge Cove roadway easement, street light and right of way trees-(Outlot D)
 - h. **Minutes** – August 22, 2011 – Municipal Services Committee
4. **Director’s Report**
5. **Next scheduled meeting** – October 24, 2011.
6. **Adjournment**

AGENDA MEMO
Municipal Services Committee
September 26, 2011

ISSUE STATEMENT

A resolution accepting the unit price proposal from the TLC Group Ltd. for the purchase and installation of median trees for 75th Street, the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$12,399.00.

BACKGROUND/HISTORY

The City's 2011 Tree Planting Program budget allowed for the purchase of parkway trees for the 75th Street median, various parkway tree replacements and the 50/50 parkway program. Please note the tree planting program was not funded in 2010.

Staff has identified the following trees for replacement at the City's expense due to mortality, and storm related incidents that required removal:

- 75th Street-Ten (10), 4-inch diameter trees
- City Parkways-Forty Eight (48), 2-1/2-inch diameter trees

Staff has received ten (10) residential tree participating inquiries and commitments for the City's 50/50 Cost Share Tree Program. Staff had opened seven sealed bids on September 13, 2011 and is attached as Attachment 1-Bid Tab. The lowest competitive bidder is the TLC Group. Attached and labeled as Attachment 2, labeled as, 2011 Tree Planting Program, includes this year's tree planting program summary, unit prices for various tree species for the purchase, planting, mulching along with a one-year warranty for each tree. The references for TLC Group have been verified with positive feedback.

This year's program again includes a Private Property Tree Planting Program. Staff had included within the request for competitive bids, pricing for private property tree planting, see Attachment 1. The program includes various selections of 2 1/2 -inch caliper trees, planting, mulching and a one-year guarantee. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and payment directly to the awarded vendor. This year's program also includes quantities for the replacement of trees that were removed by DuPage County, due to sanitary sewer maintenance.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11/12 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4350	FORESTRY 75 TH STREET	\$ 3,000.00	\$ 2,031.00	\$ 969.00

01-30-4350	FORESTRY-PARKWAY REPLACEMENT RESIDENTIAL 50/50 PROGRAM CITY EXPENSE	\$ 12,000.00	\$ 8,468.35	\$ 3,531.65
01-2157	REIMBURSEMENT TREES - 50/50 - ACCIDENTS-DUPAGE COUNTY SANITARY	\$ 0	\$ 1,899.65	\$ 0
TOTALS		\$ 15,000.00	\$12,399.00	\$ 4,500.65

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution accepting the unit price proposal from the TLC Group for the purchase and installation of median trees for 75th Street, the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$12,399.00.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the October 3, 2011 City Council agenda for formal consideration.

2011 CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	Pugsley & LaHaie Ltd		Beary Landscaping		St. Aubin Nursery		The T.L.C. Group		Brancato Landscaping Inc		Dutch Barn Landscape Contractors		Landworks Limited	
			PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$	PRICE PER TREE PLANTED	\$
1 - 10	4"	American Linden	\$ 455.00	\$	500.00	\$	285.00	\$	207.50	\$	350.00	\$	650.00	\$	624.00	\$
1 - 10	4"	Norway Maple	\$ 455.00	\$	500.00	\$	265.00	\$	207.50	\$	247.00	\$	650.00	\$	578.00	\$
1 - 10	4"	Thornless Honeylocust	\$ 455.00	\$	500.00	\$	285.00	\$	153.50	\$	350.00	\$	650.00	\$	588.00	\$
1 - 10	4"	Red Maple	\$ 455.00	\$	500.00	\$	265.00	\$	195.60	\$	350.00	\$	650.00	\$	578.00	\$
1 - 10	4"	Chanticleer Pear	\$ 530.00	\$	500.00	\$	299.00	\$	288.00	\$	454.00	\$	650.00	\$	624.00	\$
1 - 10	4"	Freeman Maple	\$ 455.00	\$	500.00	\$	285.00	\$	207.50	\$	376.00	\$	650.00	\$	587.00	\$
1 - 10	4"	Sugar Maple	\$ 455.00	\$	500.00	\$	345.00	\$	207.50	\$	428.00	\$	650.00	\$	595.00	\$
1 - 15	2.5"	American Linden	\$ 264.00	\$	250.00	\$	175.00	\$	132.50	\$	175.00	\$	320.00	\$	363.00	\$
1 - 15	2.5"	Norway Maple	\$ 264.00	\$	250.00	\$	175.00	\$	117.50	\$	175.00	\$	320.00	\$	363.00	\$
1 - 15	2.5"	Honeylocust Skyline	\$ 264.00	\$	250.00	\$	175.00	\$	132.50	\$	207.00	\$	320.00	\$	363.00	\$
1 - 15	2.5"	Red Maple	\$ 264.00	\$	250.00	\$	165.00	\$	120.50	\$	162.00	\$	320.00	\$	363.00	\$
1 - 15	2.5"	Chanticleer Pear	\$ 329.00	\$	250.00	\$	175.00	\$	190.50	\$	275.00	\$	320.00	\$	449.00	\$
1 - 15	2.5"	Freeman Maple	\$ 264.00	\$	250.00	\$	165.00	\$	120.50	\$	212.00	\$	320.00	\$	389.00	\$
1 - 15	2.5"	Sugar Maple	\$ 264.00	\$	250.00	\$	185.00	\$	153.50	\$	212.00	\$	320.00	\$	398.00	\$
1 - 15	2.5"	Kentucky Coffeetree	\$ 429.00	\$	325.00	\$	185.00	\$	231.60	\$	337.00	\$	330.00	\$	462.00	\$
Total Cost - Parkway			\$ 5,602.00	\$	5,575.00	\$	3,429.00	\$	2,666.20	\$	4,310.00	\$	7,120.00	\$	7,324.00	\$

2011 CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	Pugsley & LaHaie Ltd PRICE PER TREE	Beary Landscaping PRICE PER TREE	St. Aubin Nursery PRICE PER TREE	The T.L.C. Group PRICE PER TREE	Brancato Landscaping Inc PRICE PER TREE	Dutch Barn Landscape Contractors PRICE PER TREE	Landworks Limited PRICE PER TREE
1 - 20	2.5"	American Linden	\$ 264.00	\$ 250.00	\$ 185.00	\$ 201.50	\$ 175.00	\$ 330.00	\$ 363.00
1 - 20	2.5"	Norway Maple	\$ 264.00	\$ 250.00	\$ 185.00	\$ 117.50	\$ 175.00	\$ 330.00	\$ 363.00
1 - 20	2.5"	Honeylocust Skyline	\$ 264.00	\$ 250.00	\$ 185.00	\$ 201.50	\$ 207.00	\$ 330.00	\$ 363.00
1 - 20	2.5"	Red Maple	\$ 264.00	\$ 250.00	\$ 175.00	\$ 126.50	\$ 162.00	\$ 320.00	\$ 363.00
1 - 20	2.5"	Chanticleer Pear	\$ 329.00	\$ 250.00	\$ 185.00	\$ 201.50	\$ 275.00	\$ 330.00	\$ 449.00
1 - 20	2.5"	Aristocrat Pear	\$ 373.00	\$ 250.00	\$ 185.00	\$ 201.50	\$ 275.00	\$ 330.00	\$ 449.00
1 - 20	2.5"	Swamp White Oak	\$ 404.00	\$ 250.00	\$ 199.00	\$ 239.00	\$ 275.00	\$ 350.00	\$ 403.00
1 - 15	2.5"	Freeman Maple	\$ 264.00	\$ 250.00	\$ 175.00	\$ 126.50	\$ 212.00	\$ 330.00	\$ 389.00
1 - 15	2.5"	Sugar Maple	\$ 264.00	\$ 250.00	\$ 199.00	\$ 162.50	\$ 212.00	\$ 330.00	\$ 398.00
1 - 15	2.5"	Kentucky Coffeetree	\$ 429.00	\$ 325.00	\$ 199.00	\$ 252.50	\$ 337.00	\$ 350.00	\$ 462.00
1 - 15	2.5"	Purple Maple	\$ 379.00	\$ 325.00	\$ 199.00	\$ 201.50	\$ 212.00	\$ 350.00	\$ 462.00
1 - 15	2.5"	Northern Red Oak	\$ 404.00	\$ 250.00	\$ 185.00	\$ 239.00	\$ 285.00	\$ 330.00	\$ 496.00
1 - 15	2.5"	Littleleaf Linden	\$ 354.00	\$ 250.00	\$ 175.00	\$ 201.50	\$ 175.00	\$ 330.00	\$ 362.00
1 - 15	2.5"	Smoothleaf Elm	\$ 359.00	\$ 250.00	\$ 185.00	\$ 179.00	\$ 207.00	\$ 330.00	\$ 372.00
Total Cost -			\$ 4,615.00	\$ 3,650.00	\$ 2,616.00	\$ 2,651.50	\$ 3,184.00	\$ 4,670.00	\$ 5,694.00
Grand Total			\$ 10,217.00	\$ 9,225.00	\$ 6,045.00	\$ 5,317.70	\$ 7,494.00	\$ 11,790.00	\$ 13,018.00

ITEM	A	B	C	D	E	F	G	H	I	J	K
CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2011											
75th STREET MEDIAN REPLACEMENT -ACCIDENT REPLACEMENTS-50/50 TREE PROGRAM											
VENDOR-THE TLC GROUP											
		FIXED QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS	ACCIDENT REIMBURSEMENT	ACCIDENT REIMBURSEMENT COST	RESIDENT PARTICIPATION OR UP-GRADE FROM 1.5 INCH	RESIDENT COST
		3	4"	American Linden	\$207.50	\$ 622.50	\$ 622.50	0	\$ -	0	\$ -
		0	4"	Norway Maple	\$207.50	\$ -	\$ -	0	\$ -	0	\$ -
		0	4"	Thornless Honeylocust	\$153.00	\$ -	\$ -	0	\$ -	0	\$ -
		6	4"	Red Maple	\$196.50	\$ 1,179.00	\$ 1,066.10	0	\$ -	2	\$172.90
		0	4"	Chanticleer Pear	\$288.00	\$ -	\$ -	0	\$ -	0	\$ -
		4	4"	Freeman Maple	\$207.50	\$ 830.00	\$ 743.00	0	\$ -	1	\$ 87.00
		0	4"	Sugar Maple	\$207.50	\$ -	\$ -	0	\$ -	0	\$ -
	TOTALS	13				\$ 2,631.50	\$ 2,371.60	0	\$ -	3	\$ 159.90
CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM											
		VARIABLE QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS	ACCIDENT REIMBURSEMENT	ACCIDENT REIMBURSEMENT COST	RESIDENT PARTICIPATION	RESIDENT COST
		3	2.5"	American Linden	\$132.50	\$ 397.50	\$ 397.50	0	\$ -	0	\$ -
		4	2.5"	Norway Maple	\$117.50	\$ 470.00	\$ 352.50	0	\$ -	2	\$ 117.50
		2	2.5"	Honeylocust Skyline	\$132.50	\$ 265.00	\$ 265.00	0	\$ -	0	\$ -
		26	2.5"	Red Maple	\$120.50	\$ 3,133.00	\$ 2,952.25	1	\$ 120.50	1	\$ 60.25
		18	2.5"	Chanticleer Pear	\$190.50	\$ 3,429.00	\$ 3,048.00	2	\$ 381.00	0	\$ -
		5	2.5"	Freeman Maple	\$120.50	\$ 602.50	\$ 421.75	0	\$ -	3	\$ 180.75
		5	2.5"	Sugar Maple	\$153.50	\$ 767.50	\$ 690.75	0	\$ -	1	\$ 76.75
		0	2.5"	Kentucky Coffeetree	\$231.60	\$ -	\$ -	0	\$ -	0	\$ -
	TOTALS	63				\$ 9,064.50	\$ 8,127.75	3	\$ 501.50	7	\$ 435.25
DUPAGE COUNTY TREE REPLACEMENT SANITARY SEWER RESTORATION											
		VARIABLE QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	DUPAGE COUNTY REIMBURSEMENT				
		0	4"	American Linden	\$207.50	\$ -	\$ -				
		0	4"	Norway Maple	\$207.50	\$ -	\$ -				
		0	4"	Thornless Honeylocust	\$153.00	\$ -	\$ -				
		0	4"	Red Maple	\$196.50	\$ -	\$ -				
		1	4"	Chanticleer Pear	\$288.00	\$ 288.00	\$ 288.00				
		0	4"	Freeman Maple	\$207.50	\$ -	\$ -				
		2	4"	Sugar Maple	\$207.50	\$ 415.00	\$ 415.00				
	TOTALS	3				\$ 703.00	\$ 703.00				
						TOTAL TREE COST	CITY COSTS	DUPAGE COUNTY COST REIMBURSABLE	ACCIDENT REIMBURSEMENT	RESIDENT COST	MATH CHECK
	TOTAL TREE PROGRAM COST					\$ 12,399.00	\$ 10,499.35	\$ 703.00	\$ 501.50	\$ 695.15	\$ 12,399.00
	REINBURSEMENTS							\$ 703.00	\$ 501.50	\$ 695.15	\$ 1,899.65
PRIVATE PROPERTY TREE PLANTING PROGRAM & PRICING - FOR INFORMATION ONLY											
		QUANTITY	DIAMETER	SPECIES	PRICE PER TREE						
		0	2.5"	American Linden	\$201.50						
		0	2.5"	Norway Maple	\$117.50						
		0	2.5"	Honeylocust Skyline	\$201.50						
		0	2.5"	Red Maple	\$126.50						
		0	2.5"	Chanticleer Pear	\$201.50						
		0	2.5"	Aristocrat Pear	\$201.50						
		0	2.5"	Swamp White Oak	\$239.00						
		0	2.5"	Freeman Maple	\$126.50						
		0	2.5"	Sugar Maple	\$162.50						
		0	2.5"	Kentucky Coffeetree	\$252.50						
		0	2.5"	Purple Maple	\$201.50						
		0	2.5"	Northern Red Oak	\$239.00						
		0	2.5"	Little Leaf Linden	\$201.50						
		0	2.5"	Smoothleaf Elm	\$179.00						

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM THE TLC GROUP FOR THE PURCHASE AND INSTALLATION OF MEDIAN TREES FOR 75TH STREET, THE 50/50 PARKWAY TREE PROGRAM AND THE PLANTING OF VARIOUS PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$

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 accept a unit price proposal, a copy of which is attached hereto as "Exhibit A", for the purchase and installation of median trees for 75th Street, the 50/50 parkway tree program and the planting of various parkway trees in an amount not to exceed \$12,399.00.

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 3rd day of October 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2011

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

Firm Name: The TLC Group Ltd.

Address: P.O. Box 127

City, State, Zip Code: CLAREW DON Hills IL 60514

Contact Person: STEPHEN GAR

FEIN #: _____

Phone: (630) 789-8894 Fax: (630) 759-5688

E-mail Address: Janna @ TLC GROUP LTD.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

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

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

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

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

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

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

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

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

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

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

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	207.50
1 - 10	4"	Norway Maple	207.50
1 - 10	4"	Thornless Honeylocust	153.50
1 - 10	4"	Red Maple	195.60
1 - 10	4"	Chanticleer Pear	288.00
1 - 10	4"	Freeman Maple	207.50
1 - 10	4"	Sugar Maple	207.50
1 - 20	2.5"	American Linden	132.50
1 - 20	2.5"	Norway Maple	117.50
1 - 20	2.5"	Honeylocust Skyline	132.50
1 - 25	2.5"	Red Maple	120.50
1 - 20	2.5"	Chanticleer Pear	190.50
1 - 20	2.5"	Freeman Maple	120.50
1 - 20	2.5"	Sugar Maple	153.50
1 - 15	2.5"	Kentucky Coffeetree	231.60
A. Sub Total Cost - Parkway			21666.20

TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	201.50
1 - 20	2.5"	Norway Maple	117.50
1 - 20	2.5"	Honeylocust Skyline	201.50
1 - 20	2.5"	Red Maple	126.50
1 - 20	2.5"	Chanticleer Pear	201.50
1 - 20	2.5"	Aristocrat Pear	201.50
1 - 20	2.5"	Swamp White Oak	239.00
1 - 15	2.5"	Freeman Maple	126.50
1 - 15	2.5"	Sugar Maple	162.50
1 - 15	2.5"	Kentucky Coffeetree	252.50
1 - 10	2.5"	Purple Maple	201.50
1 - 10	2.5"	Northern Red Oak	239.00
1 - 10	2.5"	Littleleaf Linden	201.50
1 - 10	2.5"	Smoothleaf Elm	179.00
B. Sub Total Cost Private Property			2651.50

A. Sub Total Cost Parkways			
B. Sub Total Cost Private Property			2,666.20
Total Cost of A+B			2651.50
			5,317.70

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

Firm Name: The TRL Group HD

Signature of Authorized Representative: _____

Title: Director of Operations

Date: 9-11-11

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

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

AGENDA MEMO
Municipal Services Committee Meeting
September 26, 2011

ISSUE STATEMENT

A resolution authorizing the repairs of two emergency generators to Illini Power Products in an amount not to exceed \$9,949.37.

BACKGROUND/HISTORY

Recently an annual inspection of the City's three emergency facility generators was conducted. The three generators serve the City Hall, Police Department and Water Plant Two. The inspection identified that two of the generators; Police Department and the Water Plant Two require the radiators, filters, hoses and belts to be re-built or replaced. While neither of the urgent repairs have been budgeted for within the line items of the respective accounts, there are sufficient funds to cover the cost of the expenditures at this time. Staff will monitor the fund balance of the proposed accounts and reduce future expenses as deemed appropriate. The Police Department generator cost for repair is \$5,765.14 and the Water Plant repair cost is \$4,184.23 for a total of \$9,949.39.

Staff had solicited three vendors and received two competitive quotes as noted below:

VENDOR	COST
Illini Power Products	\$ 9,949.37
Patten	\$ 17,038.52
Cummins	NO QUOTE

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE TO DATE
02-50-4231	Maintenance-Water System	\$ 130,000.00	\$ 4,184.23	\$ 62,000.00
01-40-4223	Maintenance-Building Police Department	\$ 44,175.00	\$ 5,765.14	\$ 23,000.00
TOTAL EXPENDITURE		N/A	\$ 9,949.37	N/A

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the repairs of two emergency generators to Illini Power Products in an amount not to exceed \$9,949.37.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the October 3, 2011 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM ILLINI POWER PRODUCTS, FOR THE EMERGENCY GENERATOR REPAIRS IN AN AMOUNT NOT TO EXCEED \$9,949.37

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 accept a proposal from Illini Power Products, for the Emergency Generator Repairs in an amount not to exceed \$9,949.37 for the Police Department-\$5,765.14 and Water Plant Two-\$4,184.23, consisting of radiator repairs, filters, hoses and belts, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

Kathleen Moesle Weaver, Mayor

ATTEST:

Joanne Ragona, City Clerk

APPROVED AS TO FORM:

City Attorney

Illini Power Products444 Randy Rd., Carol Stream, IL 60188.
630-462-7280 Fax 630-462-7444

ESTIMATE

To: Dan**From: Danielle Johnson****Company: Darien-Police Station****Date: August 12, 2011****E-Mail: dsalvato@darienil.gov****Phone: 630/417-2773****Re: Generator Repairs****Pages: 1**

This proposal is Re-core of the Radiator, Replacement of the Air Filter, Radiator Hoses, Water Manifold Hoses, Belts, Block Heater Hose, Transfer Switch Indicator Lamp Assembly and Coolant and to flush the cooling system on your Katolight stand-by generator at the Police Station and will include the following. The radiator core will be ordered in advance of removing the radiator so the unit can be turned around in two day. Meaning we would removed the radiator and drop it at the radiator shop. They would have it done in one day and we would return with it on the third day and reassemble.

- Re-Core Radiator
- New Air Filter
- New Radiator Hoses and Water Manifold Hoses
- New Block Heater Hoses
- New Belts
- New Transfer Switch Indicator Assembly
- Flush of the Cooling System
- Coolant Replacement

TOTAL PRICE: \$5,765.14***Prices are subject to change with notice.******This work requires attention.**

If you should have any questions or concerns regarding this estimate please do not hesitate to contact me.

Respectfully submitted,

Danielle Johnson

Sales & Service Administrator

This estimate is valid for 30 Days. I Accept this Estimate I Decline this Estimate

P.O. Number _____

Illini Power Products

444 Randy Rd., Carol Stream, IL 60188.
630-462-7280 Fax 630-462-7444

ESTIMATE

To: **Dan** From: Danielle Johnson
Company: Darien-Pump Station Date: **August 2, 2011**
E-Mail: **dsalvato@darienil.gov** Phone: **630/417-2773**
Re: **Generator Repairs** Pages: **1**

This proposal is replacement of the Radiator, Thermostats, Radiator Hoses, Water Manifold Hoses, Belts, and Coolant and to Flush the coolant system on your Kohler stand-by generator at the Pump Station and will include the following.

- New Radiator
- New Thermostats
- New Radiator Hoses and Water Manifold Hoses
- New Belts
- Flush of the Cooling System
- Coolant Replacement

TOTAL PRICE: \$4,184.23

*Prices are subject to change with notice.

**This work requires attention.

If you should have any questions or concerns regarding this estimate please do not hesitate to contact me.

Respectfully submitted,

Danielle Johnson

Danielle Johnson
Sales & Service Administrator

This estimate is valid for 30 Days.

I Accept this Estimate I Decline this Estimate

P.O. Number _____

Signed _____ Date _____

**AGENDA MEMO
Municipal Services Committee
September 26, 2011**

Issue Statement

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2011 Rock Salt Agreement with North American Salt Company.

Background/History

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The Park District has estimated that they will require approximately 250 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$66.60 per ton for a total amount of approximately \$16,650.00 pending final quantities.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the October 3, 2011 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF DARIEN AND THE DARIEN PARK DISTRICT
FOR ROCK SALT**

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City's 2011 awarded rock salt vendor North American Salt Company, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of October, 2011.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of October, 2011.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2011, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and the Darien Park District, an Illinois municipal corporation, (hereinafter the "District") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the "Contractor") concerning the purchase of rock salt, a copy of which is attached hereto;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$16,650.00 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.

3. The District shall reimburse the City for the rock salt charges by April 30, 2012 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

- b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2011.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

DARIEN PARK DISTRICT

BY: _____
Ray Jablonski
President Park District

ATTEST: _____
Secretary, Park District

**AGENDA MEMO
Municipal Services Committee
September 26, 2011**

Issue Statement

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2011 Rock Salt Agreement with North American Salt Company.

Background/History

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The School District has estimated that they will require approximately 7.5 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$66.60 per ton for a total amount of approximately \$499.50 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

Staff Recommendation

Staff recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the October 3, 2011 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City's 2011 awarded rock salt vendor North American Salt Company, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of October, 2011.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 3rd day of October, 2011.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2011, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the "School District") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the "Contractor") concerning the purchase of rock salt, a copy of which is attached hereto;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$499.50 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.

3. The District shall reimburse the City for the rock salt charges by April 30, 2012 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

- b. If intended for the Park District:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Jay Tiede

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2011.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Jay Tiede,
Superintendent District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
Municipal Services Meeting
September 26, 2011

ISSUE STATEMENT

Approval of a Resolution authorizing the Mayor and City Clerk to execute an agreement with DuPage County for the purpose of sharing information for the County's Geographical Information System (GIS).

BACKGROUND/HISTORY

DuPage County is updating their current Geographical Information System (GIS) and allowing municipalities throughout the area to access the County's GIS data base. To help accomplish the County's goal, they have offered municipalities the opportunity to access their GIS for items such as aerials and parcel information. In return they require that municipalities provide general information as it relates to infrastructure and addressees. The County would be the responsible party for updating the data provided to them.

DuPage County has a GIS system that includes aerials, roadway maps, and parcel information. The City of Darien would be allowed to view the aerials in a read-only format along with limited print capabilities. The aerials would provide information such as the location of streetlights, fire hydrants, structures, and parcel numbers. A similar agreement was executed by the City Council on February 19, 2008. The County continues adding current property owner information to the GIS as it becomes available. Staff is not proposing to purchase any equipment or software. The City's Engineer, Christopher B. Burke Engineering, Ltd., would be authorized to access the County data base and allow staff to request aerials of roadways, ditches, and entire blocks on an as needed basis. The City will continue to realize a cost savings by reducing hours of researching by Burke Engineering to produce a specific aerial.

STAFF RECOMMENDATION

The Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

An alternate consideration would be to not approve the agreement.

DECISION MODE

This item will be placed on the October 3, 2011 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH DUPAGE COUNTY FOR
THE PURPOSE OF SHARING INFORMATION FOR THE COUNTY'S
GEOGRAPHICAL INFORMATION SYSTEM**

**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 enters into an agreement with DuPage County for the purpose of sharing information for the County's Geographical Information System.

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 3rd day of October 2011.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 3rd day of October 2011.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DuPage County, Illinois
MEMORANDUM OF AGREEMENT FOR DATA SHARING

August 25, 2011

THIS AGREEMENT is entered into between DuPage County, Illinois and City of Darien (hereinafter, "Parties") which are either users or developers of Geographic Information System (GIS) spatial data.

WHEREAS, the purpose of this agreement is to facilitate sharing and cooperative use of GIS spatial data; and

WHEREAS, each of the Parties is concerned with land use planning, transportation, and resource management within the boundaries of DuPage County and use GIS or other information technology to accomplish those goals; and

WHEREAS, there is significant overlap in the data needed for planning and analysis tasks to be accomplished and GIS data that may be developed or acquired for these purposes is expensive; and

WHEREAS, there is mutual public benefit to each of the Parties in sharing GIS data which will allow Parties to accomplish these goals at lower costs; and

NOW THEREFORE, the Parties agree to the cooperative process for the sharing of spatial data about DuPage County as follows:

1. Each Party to this agreement will make available to the other Parties any DuPage County located spatial data developed by the Parties insofar as the distribution of the spatial data is not limited by licenses, proprietary ownership, and cost sharing agreements or the Public Records Act.
2. Each Party shall also make available any updates of existing spatial data at a minimum on an annual basis.
3. No Party shall use any GIS data that is obtained under this Agreement for any commercial, for-profit activity or product.
4. The receiving Party may provide the data to an external person, agency or firm only for the purpose of obtaining a service that requires the use of the data. The external person, agency or firm will not be permitted to sell, give, utilize, or distribute the data beyond the scope of said service.
5. The receiving Party may display on a public Internet site map images only, and will not provide access to the underlying map data.
6. Data provided will not be used as a base for engineering design, establishing or reestablishing land boundaries, or as a substitute for an on-site survey for regulatory functions.

7. The Parties to this agreement shall use the spatial data provided by other Parties solely for their own purposes. No provision of this agreement shall limit the application of the Public Records Act (or, in the case of Federal Parties, the Freedom of Information Act) to the Parties to this agreement.
8. Each Party to this agreement shall accept spatial data from all other Parties "as is." In addition, each Party to this agreement shall hold harmless every other Party. Parties shall require any third Party users of this spatial data to agree in writing to hold harmless all Parties to this agreement.
9. The Parties to this agreement represent that the spatial data are complex and time sensitive and that they may contain some nonconformities, defects, or errors. The spatial data represent the best available information. The Parties to this agreement do not warrant that the spatial data will meet users' needs or expectations, or that all nonconformities, defects or errors can or will be corrected.
10. Any authorized use of information derived or generated from any spatial data provided pursuant to this Agreement in any product shall acknowledge the appropriate party to this agreement as the source, and include any qualifications deemed appropriate given the specific data quality and application of the derived information.
11. Both Parties agree to share the data in the format they use internally, without translation.
12. The receiving Party will not alter provided information in any manner. If any alterations are made by the receiving Party, the content of the data will no longer be the responsibility of the data provider.
13. Both Parties agree to limit access to each other's FTP data servers only to internal staff and any external person, agency, or firm under contract with Parties of this agreement that is providing a service that requires access to the GIS data.
14. This Agreement is an integrated Agreement and supersedes all prior negotiations, representations or agreements, written or oral, between the Parties concerning the sharing of GIS data.
15. Any amendments to this Agreement must be in writing, signed by all Parties involved.
16. This Agreement shall become effective upon its signature by all Parties involved and shall continue indefinitely.
17. Any Party may cancel this Agreement at any time, with or without cause upon written notification to all Parties involved.

DuPage County

Printed Name

Title

Date

City of Darien

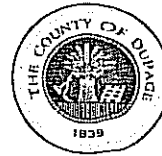
Printed Name

Address

Title

Date

- Approval of Agreement Terms
- Non-Approval of Agreement Terms



DuPage County
GIS Division
421 N. County Farm Rd
Wheaton, IL
60187

Phone: 630-407-5000
www.dupageco.org

File Transfer Information Form Contact Information

Date:

Contact Name:	Daniel Gombac
Contact Title:	Director of Municipal Services
Agency:	City of Darien
Address:	1702 Plainfield Road
State:	Illinois
Zip:	60561

Work Phone:	630-353-8106
E-mail:	dgombac@darienil.gov

Please choose an option for receiving and transferring data (Please choose only one)

Via FTP Site

Via DVD/CD

Via External Hard Drive Transfer (DuPage will not be responsible for providing hard drive)

Comments or Questions:



DuPage County
GIS Division
421 N. County Farm Rd
Wheaton, IL
60187

Phone: 630-407-5000
www.dupageco.org

File Transfer Information Form

Contact Information

Date:

Contact Name:	Dan Lynch
Contact Title:	City Engineer
Agency:	City of Darien
Address:	1702 Plainfield Rd, Darien
State:	IL
Zip:	60561

Work Phone:	847-823-0500
E-mail:	dlynch@cbbel.com

Please choose an option for receiving and transferring data (Please choose only one)

Via FTP Site

Via DVD/CD

Via External Hard Drive Transfer (DuPage will not be responsible for providing hard drive)

Comments or Questions:

AGENDA MEMO
Municipal Services Committee
September 26, 2011

ISSUE STATEMENT

Approval of a resolution authorizing the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Spring Court and a roadway easement, street light and right of way trees-Outlot C (See Plat Exhibit A).

BACKGROUND

The Reflections at Hidden Lake Condominium Association requested that the City of Darien take ownership of Spring Court within the Reflections at Hidden Lake Development, in May of 2011. The City Council approved a criterion for the acceptance of private roadways in December of 2006.

A motion authorizing City staff to begin the process of accepting a future Plat of Dedication for the roadway within the Reflections at Hidden Lake Development was approved by the City Council on July 18, 2011. The Association has complied and completed all items as they relate to the attached February 1, 2010 City Council Meeting Agenda memo. The City staff is requesting that responsibility for maintenance regarding the following items be granted to the City. These items were previously identified as the responsibility of the Association.

Item G-July 18, 2011 Memo

Street Lights/Coach Lights - The City will not maintain any street lighting. Lighting shall be noted in the easement language as responsibility of the Homeowners Association.

Amended September 20, 2011

Staff has identified that the existing streetlight within the proposed right of way is integral with the existing street lights within the subdivision that are maintained by the City of Darien. The City also currently pays all energy costs related to the existing streetlight and it is a standard concrete pole with a mast arm.

Item J-July 18, 2011 Memo

Trees – The City will not maintain, remove or plant any trees. Tree maintenance shall be noted in the easement language as responsibility of the Homeowners Association.

Amended September 20, 2011

Staff has identified that three existing trees overhang within the roadway and may present safety concerns to truck traffic such as garbage trucks and snowplow trucks. Staff is recommending that the trees be maintained by the City in accordance with the tree trimming practice. The proposed item would be a very minimal future maintenance expense. The Association has trimmed the trees to the City's specifications.

STAFF RECOMMENDATION

Staff recommends approval of a resolution to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Spring Court and a roadway easement, streetlight and right of way trees. The funds for the expenses related to the plat are on file with the City and will be dispersed as invoices are received.

ALTERNATE CONSIDERATION

Not approving the preliminary proposed Plat of Dedication.

DECISION MODE

This item will be placed on the agenda for the October 3, 2011 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PLAT OF DEDICATION FOR SPRING COURT AND CERTAIN PROPERTY

WHEREAS, the Reflections at Hidden Lake Condominium Association, the owners of certain property commonly known as Spring Court within the Reflections at Hidden Lake Subdivision, Darien, DuPage County, Illinois (Outlot C), has executed a Plat of Dedication dedicating certain property that is currently used by the public for public roadway purposes within said Subdivision; and

WHEREAS, the Reflections at Hidden Lake Condominium Association, property owners of certain property adjacent to roadways commonly known as Spring Court located within the Reflections at Hidden Lake Condominium Subdivision, Darien, DuPage County, Illinois (Outlot C) has executed a Plat of Dedication dedicating certain property that is currently referred to as a common area to be utilized as Public Roadway Easement reserved for and granted to the City of Darien for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain, and operate a public street, and all necessary personnel and equipment to do any of the above work. The right is also granted to cut down or trim any trees, shrubs or other plants on the easement that interfere with the operation of the road.

WHEREAS, the City Council of the City of Darien have determined that it is in the best interests of the City that the formal dedication of such property for public roadway purposes be accepted; and

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

SECTION 1: The City of Darien hereby approves said Plat of Dedication, a copy of which is attached hereto as "Exhibit A" and made a part thereof, and authorizes the Mayor to execute said Plat for and on behalf of the City.

SECTION 2: The Reflections at Hidden Lake Condominium Association have deposited funds with the City for all the legal and engineering fees and expenses that the City will incur in connection with the dedication of Spring Court to the City. Said reimbursement to the City of such fees and expenses shall be made prior to the City's recordation of the Plat of Dedication.

SECTION 3: Upon the reimbursement of legal and engineering fees and expenses as set forth in Section 2 above, the City Clerk is hereby authorized and directed to take such actions as may be necessary and proper to record the Plat of Dedication with the DuPage Recorder of Deeds.

SECTION 4: Home Rule. This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that, to the extent the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Resolution shall be in full force and upon its passage and approval as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

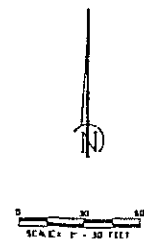
APPROVED AS TO FORM:

CITY ATTORNEY

LEGEND

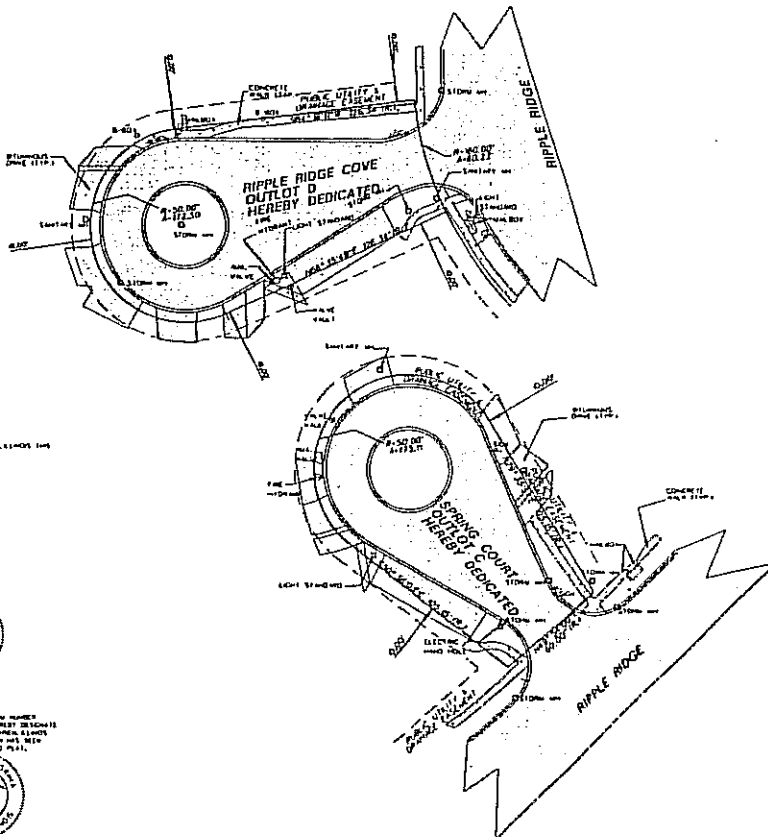
HIGHEST LINE

PLAT OF DEDICATION FOR RIPPLE RIDGE COURT AND SPRING COURT TO THE CITY OF DARIEN



SURVEYORS NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
3. BEARINGS ARE FOR ANGLES OF REFERENCE ONLY AND ARE RELATED TO TRUE NORTH.



MAYOR'S CERTIFICATE

State of Illinois, County of Cook, City of Danmear, Illinois, 1988
 APPROVED BY THE BOARD OF THE CITY OF DANMEAR, ILLINOIS, THIS _____ DAY OF _____, 1988.

WITNESSETH

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, Surveyor, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

DATE: _____

 Surveyor



STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, Surveyor, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.



- WARRANTY RESPONSIBILITIES
1. THE CITY'S WARRANTY SHALL BE GIVEN AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 2. ALL LANDSCAPING AND TREES IN THE NEIGHBORHOOD ARE NOT, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. PARTICULAR THIS NOT IN THE USE OF THE PLANS SHALL BE MAINTAINED BY THE CITY.
 3. ALL LIGHTING AND TREES IN THE NEIGHBORHOOD ARE NOT, SHALL BE MAINTAINED BY THE CITY.
 4. THE PUBLIC UTILITIES INCLUDING POWER, WATER, GAS AND SEWER, WHETHER IN THE NEIGHBORHOOD OR NOT, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 5. THE DRAINAGE AND EXCESSIVE EROSION AND DRAINAGE SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
 6. SLOPE SHALL BE GIVEN BY THE CITY AND WILL BE MAINTAINED BY THE CITY'S ENGINEER.
 7. THE SIDEWALK, WHETHER IN THE NEIGHBORHOOD OR NOT, SHALL BE GIVEN AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, City Clerk, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

DATE: _____

 City Clerk

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, County Clerk, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

DATE: _____

 County Clerk

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, City Clerk, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

DATE: _____

 City Clerk

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, Notary Public, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS, COUNTY OF COOK, CITY OF DANMEAR, ILLINOIS, 1988
 I, _____, City Clerk, do hereby certify that the above described property is correctly platted herein from the original plat filed and recorded in the Danmear Public Office.

DATE: _____

 City Clerk

<p>Thompson Surveying Ltd. 1075 N. LaSalle Street, Suite 200 Chicago, Illinois 60610 Telephone: 312-329-1100 Fax: 312-329-1101</p>	<p>CHRISTOPHER J. BURKE ENG. LTD. 8515 W. HIGGINS ROAD SUITE 500 ROSEMONT, ILLINOIS 60018</p>	<p>LEGAL</p>	<p>DATE: 08-27-88</p>	<p>TITLE: PLAT OF DEDICATION OF RIPPLE RIDGE COURT AND SPRING COURT TO THE CITY OF DANMEAR, ILLINOIS</p>	<p>PROJECT NO.: 4537</p> <p>SHEET NO. OF 1</p> <p>DRAWING NO.: 4537-PLAN.DGN</p>
		<p>SCALE: 1" = 30 FEET</p>			

AGENDA MEMO
Municipal Services Committee
September 26, 2011

ISSUE STATEMENT

Approval of a resolution authorizing the City to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Ripple Ridge Cove roadway easement, street light and right of way trees-Outlot D (See Plat Exhibit A).

BACKGROUND

The Reflections at Hidden Lake Condominium Association requested that the City of Darien take ownership of Ripple Ridge Cove within the Reflections at Hidden Lake Development, in May of 2011. The City Council approved a criterion for the acceptance of private roadways in December of 2006.

A motion authorizing City staff to begin the process of accepting a future Plat of Dedication for the roadway within the Reflections at Hidden Lake Development was approved by the City Council on July 18, 2011. The Association has complied and completed all items as they relate to the attached February 1, 2010 City Council meeting agenda memo. The City staff is requesting that responsibility for maintenance regarding the following items be granted to the City. These items were previously identified as the responsibility of the Association.

Item H-July 18, 2011 Memo

Street Lights/Coach Lights - The City will not maintain any street lighting. Lighting shall be noted in the easement language as responsibility of the Homeowners Association.

Amended September 20, 2011

Staff has identified that the existing streetlight within the proposed right of way is integral with the existing street lights within the subdivision that are maintained by the City of Darien. The City also currently pays all energy costs related to the existing streetlight and it is a standard concrete pole with a mast arm.

Item K-July 18, 2011 Memo

Trees – The City will not maintain, remove or plant any trees. Tree maintenance shall be noted in the easement language as responsibility of the Homeowners Association.

Amended September 20, 2011

Staff has identified that three existing trees overhang within the roadway and may present safety concerns to truck traffic such as garbage trucks and snowplow trucks. Staff is recommending that the trees be maintained by the City in accordance with the tree trimming practice. The proposed item would be a very minimal future maintenance expense. The Association has trimmed the trees to the City's specifications.

STAFF RECOMMENDATION

Staff recommends approval of a resolution to accept a Plat of Dedication for a roadway within the Reflections at Hidden Lake Development consisting of Ripple Ridge Cove and a roadway easement, streetlight and right of way trees. The funds for the expenses related to the plat are on file with the City and will be dispersed as invoices are received.

ALTERNATE CONSIDERATION

Not approving the preliminary proposed Plat of Dedication.

DECISION MODE

This item will be placed on the agenda for the October 3, 2011 City Council agenda for formal approval.

RESOLUTION NO. _____

**A RESOLUTION TO ACCEPT A PLAT OF DEDICATION FOR RIPPLE RIDGE COVE
AND CERTAIN PROPERTY**

WHEREAS, the Reflections at Hidden Lake Condominium Association, the owners of certain property commonly known as Ripple Ridge Cove within the Reflections at Hidden Lake Subdivision, Darien, DuPage County, Illinois (Outlot D), has executed a Plat of Dedication dedicating certain property that is currently used by the public for public roadway purposes within said Subdivision; and

WHEREAS, the Reflections at Hidden Lake Condominium Association, property owners of certain property adjacent to roadways commonly known as Ripple Ridge Cove located within the Reflections at Hidden Lake Condominium Subdivision, Darien, DuPage County, Illinois (Outlot D) has executed a Plat of Dedication dedicating certain property that is currently referred to as a common area to be utilized as Public Roadway Easement reserved for and granted to the City of Darien for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain, and operate a public street, and all necessary personnel and equipment to do any of the above work. The right is also granted to cut down or trim any trees, shrubs or other plants on the easement that interfere with the operation of the road.

WHEREAS, the City Council of the City of Darien have determined that it is in the best interests of the City that the formal dedication of such property for public roadway purposes be accepted; and

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

SECTION 1: The City of Darien hereby approves said Plat of Dedication, a copy of which is attached hereto as "Exhibit A" and made a part thereof, and authorizes the Mayor to execute said Plat for and on behalf of the City.

SECTION 2: The Reflections at Hidden Lake Condominium Association have deposited funds with the City for all the legal and engineering fees and expenses that the City will incur in connection with the dedication of Ripple Ridge Cove to the City. Said reimbursement to the City of such fees and expenses shall be made prior to the City's recordation of the Plat of Dedication.

SECTION 3: Upon the reimbursement of legal and engineering fees and expenses as set forth in Section 2 above, the City Clerk is hereby authorized and directed to take such actions as may be necessary and proper to record the Plat of Dedication with the DuPage Recorder of Deeds.

SECTION 4: Home Rule. This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that, to the extent the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Resolution shall be in full force and upon its passage and approval as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of October 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

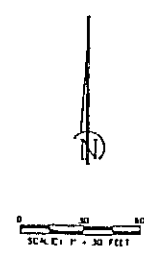
APPROVED AS TO FORM:

CITY ATTORNEY

LEGEND

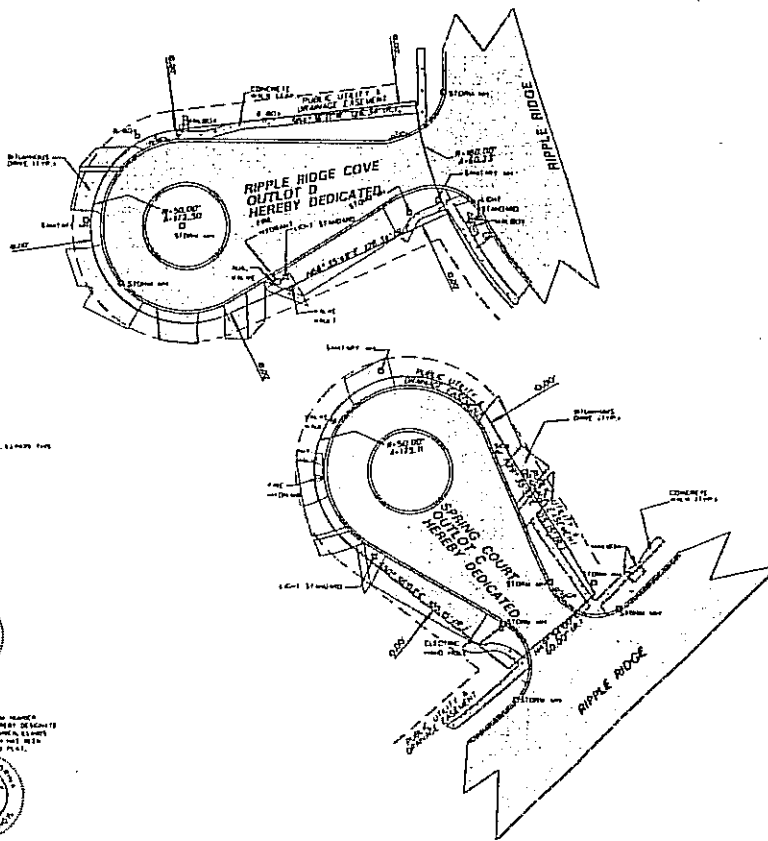
PROPERTY LINE

**PLAT OF DEDICATION FOR
RIPPLE RIDGE COURT AND SPRING COURT
TO THE CITY OF DARIEN**



SURVEYORS NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM THESE MEASUREMENTS.
3. MEASUREMENTS ARE FOR RECORD AND REFERENCE ONLY AND ARE RELATED TO THIS PLAT.



MAYOR'S CERTIFICATE

State of Illinois, 1988
County of DuPage, 1988
APPROVED BY THE COUNCIL OF THE CITY OF DARIEN, ILLINOIS THIS _____ DAY OF _____, 1988.

SIGNATURE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988

WE HEREBY CERTIFY THAT THE ABOVE PROFESSIONAL SURVEYOR HAS COMPLETED THE SURVEY OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

[Signature]
STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988



STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988

WE HEREBY CERTIFY THAT THE ABOVE PROFESSIONAL SURVEYOR HAS COMPLETED THE SURVEY OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT AND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

[Signature]
STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988



OWNER'S RESPONSIBILITIES

1. THE BOUNDARY LINES SHALL BE SHOWN AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
2. ALL LANDSCAPING, INCLUDING TREES, SHRUBS, AND SOIL, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
3. ALL LIGHTING FIXTURES IN THE FRONT-YARD OR SIDE-YARD SHALL BE MAINTAINED BY THE CITY.
4. ALL FENCING, STAKES, INCLUDING FENCING, STAKES, AND SIGNALS, WHETHER IN THE FRONT-YARD OR SIDE-YARD, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
5. THE CENTER MARKS, INCLUDING THE CURBS AND DITCHES, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
6. SIGNAGE SHALL BE OWNED BY THE CITY AND NOT BE MOVED OR REMOVED AS THE CITY DETERMINES.
7. THE UTILITIES, WHETHER IN THE FRONT-YARD OR SIDE-YARD, SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

OWNER'S CERTIFICATE

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988
I, THE UNDERSIGNED, THE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING PLAT, HEREBY CERTIFY THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____
DATE: _____

NEARBY PUBLIC CERTIFICATE

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988
I, THE UNDERSIGNED, THE NEARBY PUBLIC, HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE FOREGOING PLAT IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988
I, THE COUNTY CLERK, HEREBY CERTIFY THAT THE PLAT OF DEDICATION IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988

CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988
I, THE CITY CLERK, HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN THE FOREGOING PLAT IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS, 1988
COUNTY OF DUPAGE, 1988
I, THE CITY CLERK, HEREBY CERTIFY THAT THE PLAT OF DEDICATION IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYORS AND LAND SURVEYORS OF THE STATE OF ILLINOIS.

<p>Thomson Surveying Ltd. 1111 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 Tel: 630-584-1111 Fax: 630-584-1112</p>	<p>CLIENT: CHRISTOPHER B. BURKE ENG. LTD. 9575 W. HIGGINS ROAD SUITE 600 ROSEMONT, ILLINOIS 60018</p>	<p>DATE: _____</p>	<p>SCALE: _____</p>	<p>FILE: _____</p>	<p>PLAT OF DEDICATION FOR RIPPLE RIDGE COVE AND SPRING COURT DARIEN, ILLINOIS</p>	<p>PROJECT NO. 4537</p> <p>SHEET # OF #</p> <p>DRAWING NO. 4537-PLN.DGN</p>
		<p>DATE: _____</p>	<p>SCALE: _____</p>	<p>FILE: _____</p>		

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
August 22, 2011**

PRESENT: Alderman Joseph Marchese - Chairman, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac-Director, Michael Griffith – Senior Planner, Elizabeth Lahey-Secretary

ABSENT: None

Chairperson Marchese called the Municipal Services Committee Meeting to order at 6:00 p.m. at City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

Ms. Lisa Hauser, 2221 Dunmore and Ms. Jennifer Mazzei, 8905 Kilkenny were present to request signage in their subdivision for the safety of the children in the area to help slow down drivers.

Chairperson Marchese suggested to Staff to review the concern as requested.

Mr. Dan Gombac, Director stated that in his position that the street signs warning people to slow down seemed to be ignored. He stated that portable signs are more proactive and that they can be moved around and not placed in one location. He further stated that he would visit the site to take a look at the area and work with the residents.

NEW BUSINESS:

A. Ordinance – 1033 South Frontage Road, Great Dane Subdivision – Special Use Permit for garage, variation for fence and variation to sign code.

Mr. Michael Griffith, Senior Planner presented the staff report. He stated that the petitioner is proposing to construct an 8-foot tall, chain-link fence along the perimeter of the property including within the front yard. He further stated that the Zoning Ordinance limits fences within the front yard to 4 feet in height within the I-1 zoning district.

Mr. Griffith reported that the PZC held their meeting and approved the petition subject to the conditions outlined in the staff report. He stated that the conditions were to have a black, metal fence, “wrought iron style” installed along the front of the property with landscaping and staff approval on the lighting.

Mr. Griffith reported that the petitioner proposes to construct a pole sign 31 feet tall and 154 square feet in area. He stated that the Sign Code prohibits pole signs and limits free-standing signs to 60 square feet in area within the I-1 zoning district.

Mr. Griffith reported that the petitioner requires the exposure due to the setback from I-55 and the sign would provide a reference to the business.

Chairperson Marchese stated that the adjacent property is mostly wooded versus the Extended

Stay nearby which has a large sign that is affected by the nearby homes. He also referenced the present condition of the area and that the fence needs to be replaced. He stated that he does not have any objection to replacing it with a chain-link fence adjacent to the sides and back.

Mr. Mike Bialis, CC Industries, Inc. 222 N. LaSalle Street, Suite 1000, Chicago, IL 60601, the petitioner stated that height of the fence is more important to them for security.

Chairperson Marchese opened the meeting to anyone wishing to present public comment.

Ms. Linda Painter, Commissioner, DuPage County Forest Preserve Commissioner and President of the Timberlake Townhome Association stated that she had concerns about stormwater and issues with trucks and contaminants. She stated that more attention needs to be placed on cleaning up the area.

Ms. Painter also stated that some of the home owners in the area have complaints regarding truck noise. She stated that Timberlake is trying to keep the corridor clear of big signs and eliminate the clutter. Ms. Painter informed the Committee that some consideration should be placed on the sign and that the County denied a 192 ft. high sign. She stated that there is concern for the height and size and questioned why the sign needed to be so large. She suggested that the City follow the same criteria as the County and approve a sign that is smaller and in sync with the neighborhood.

Mr. Dan Gombac, Director reported that Great Dane proposes to sell parts related to repair and servicing activities as well as sales of semi-truck, semi-trailer and bus sales lot. He stated that long term is to possibly have a garage to service the vehicles. Regarding the contaminants from trucks the concerns would be addressed with the building permit such as triple catch basins.

Mr. Bialis stated that they are presently looking at the site as a sales office but would like the long term potential for a full service site with repairs of trailers. He stated that Great Dane has criteria such as highway visibility and close to a full interchange. Mr. Bialis stated that the sign is a typical highway sign and higher and larger so it can be seen safely. He stated that by no means is the sign a billboard.

Chairperson Marchese stated that the present sign is barely visible with the sign being lower than the property.

Alderman Avci questioned how the proposed sign compares to a billboard.

Mr. Gombac reported that the proposed sign is 11 x 14 feet oval shaped and 154 square feet versus an average billboard sign that is typically 14 x 18 feet and 180 square feet total.

Chairperson Marchese stated that west of I-355 and adjacent to I-55 there are a proliferation of billboards.

Alderman Avci questioned if the proposed trucks will have pans under them to handle the leakage.

Mr. Bialis stated they are proposing to sell new and used trailers and not proposing presently for a full service station.

Mr. Gombac stated that if and when the site is used for a garage there will have to be improvements to the site and storm water management.

Alderman Schauer questioned the hours of operation.

Mr. Bialis stated that the office hours will be open until 5:00 p.m.

Alderman Schauer stated that the proposal is an improvement versus the present scenario of dropping off trucks at 1 or 2:00 in the morning.

Ms. Painter agreed that there would be less truck traffic but asked that the Committee consider the height and size of the sign.

Chairperson Marchese stated that the City intended to use the property as a site to construct a joint maintenance facility years back and that this is an improvement on the property which the City has no use for.

Mr. Gombac questioned if the petitioner considered an ornamental fence around the entire site.

Mr. Bialis stated that it would be a substantial cost to place an ornamental fence around the entire site. He stated that their proposal will be an improvement. He further stated that this location will be the main sales office for the Chicago branch which is presently in Bolingbrook.

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

Alderman Marchese made a motion and it was seconded by Alderman Schauer that 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 move that the Municipal Services Committee recommend to the City Council 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.**

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

Chairperson Marchese announced that this would be forwarded to the City Council on Tuesday, September 6th.

B. Resolution – Boundary Agreement with the Village of Woodridge.

Mr. Michael Griffith, Senior Planner reported that the City of Darien has several Boundary Agreements. He stated that the Boundary Agreement with the Village of Woodridge is expiring. Mr. Griffith stated that one of the changes includes Woodridge to supply water, from their existing water main to an unincorporated property located on Darien's side of the boundary line.

Mr. Dan Gombac, Director explained that the water tower is across the street from the business and that the City does not have the ability to hook up the unincorporated property. Further he stated that it would not be practical to install an additional water main to serve one business.

Mr. Griffith reported that the agreement will require a public hearing before adoption.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve the Boundary Agreement with the Village of Woodridge as presented.

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

C. Discussion – Ditch Criteria

Mr. Dan Gombac, Director presented the staff report. He stated that the discussion is a follow up based on the recommendations at the last Committee meeting. Mr. Gombac stated Alderman Avci shared their comments and feedback regarding revised ditch rating criteria.

Mr. Gombac reported that Top Priority, High Priority and Low Priority were assigned with a new revised rating system. He reported that staff's recommendation was for Consideration #2 as outlined in the agenda memo.

Chairperson Marchese stated that he approved of the revised chart and weighted system but that having the road work drive the ditch repair is wrong.

Mr. Gombac stated that the City can implement a weighted rating system and continue to review the ditches that fall into the annual 5.5 miles of street resurfacing for potential consideration. The City averages approximately three ditches per year that fall into the subsequent year's road program. He further stated that the proposed consideration would not disrupt the program schedule for roadways.

Alderman Avci stated that the intent was to develop a rating system with concentration on the overall score. There are weights assigned to a scheduled roadway and if the total points suggest that the ditch is in the top ranking with a proposed subsequent roadway than the roadway would be scheduled.

Chairperson Marchese stated that he did not want to see the road program drive the ditch program.

Alderman Schauer stated that he was concerned that the ditches that need to be done will get pushed back. He stated that there has never been a proactive funding approach to completing a defined length of ditches every year.

Chairperson Marchese stated that the severity of the ditch should drive what ditch to repair and that it may take several years to work through the system.

Alderman Avci stated that there needs to be a discussion from the City Council regarding policy. Alderman Schauer stated that the City's infrastructure is over 40 years old and that there needs to

be a proactive approach to making sure the infrastructure is set.

Mr. Gombac stated that the survey would take approximately two months to complete the rating system and he would provide the Committee with a rating report prior to goal setting. Pending a recommendation this item will be brought forth to the future goal setting for 2011, for presentation to the Committee of the Whole.

Alderman Marchese suggested that upon completion of the field review, a recommendation to have the City Council look at the top four projects and their costs in terms of the road program and if the road doesn't need to be done it will get patched if necessary. If it is in the road program for the next year it would be incorporated in the 5.5 miles per year. He stated that the severity of the ditch is driving the ditch project and not the road program driving the ditch project.

Chairperson Marchese made a motion to recommend the implementation of Consideration # 3;-Implement the revised weighted rating system as presented within the agenda memo. Alderman Schauer seconded the motion.

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

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

C Minutes – July 25, 2011 – Municipal Services Committee

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve the July 25, 2011 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT:

Alderman Avci questioned if there was an overage of wood chips and if the City is not selling as much as expected. Mr. Gombac stated that he would look at the numbers and report back to the Committee.

NEXT MEETING:

Chairperson Marchese announced that the next meeting is scheduled for Monday September 26, 2011 at 6:30 p.m.

ADJOURNMENT:

With no further business before the Committee, Alderman Schauer made a motion and it was seconded by Alderman Avci. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:01p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairperson

Halil Avcı
Alderman

Ted Schauer
Alderman