

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday December 4, 2014
7:00 P.M. – Committee Room A**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of November 6, 2014
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 14-R-0076 – Contract Award – 2015 Parkway Tree Planting
 - B. Resolution No. 14-R-0077 – Contract Award – 2015 Forestry Maintenance Program
 - C. Resolution No. 14-R-0078 – Plat of Easement for Fence at 2541 Meadowlark Drive (PIN No. 01-27-209-002)
 - D. Resolution No. 14-R-0079 – Intergovernmental Agreement with the Winfield Township Road District for Snow Removal Operations
 - E. Ordinance No. 14-O-0031 – Amending Chapter 15, Section 15-5, and Appendix A, Section 14.12 of the Municipal Code for the Purpose of Excluding Ginkgo and Ash Trees from the City's Approved Tree Planting List
 - F. Change Order No. 1 & Final – 2014 Metra Station Stair Reconstruction Project – Landmark Contractors, Inc.
5. Items for Discussion
6. Unfinished Business
7. New Business
 - A. Cancel the January 1, 2015 Infrastructure Committee Meeting
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

DRAFT

WHERE HISTORY & PROGRESS MEET
MINUTES

INFRASTRUCTURE COMMITTEE

November 6, 2014, 7:00 P.M.

1. Call to Order, Roll Call, and Establishment of a Quorum. Co-Chairman Smith called the meeting to order at 7:00 P.M. Roll call found Aldermen John Banas, Don Earley, Al Hallett and John Smith present. Aldermen Beifuss, Dimas, and Edwalds were absent.

Also in attendance were Public Works Director Robert Flatter and Executive Secretary Michelle Baldino.

2. Approval of Minutes.

A. Infrastructure Committee Minutes of October 24, 2014. Alderman Banas made a motion, seconded by Alderman Earley to approve the Meeting Minutes of October 2, 2014 with no changes. Voting Yea: Aldermen Banas, Earley, Hallett and Smith. Voting Nay: 0.

3. Public Participation / Presentations. None.

4. Items for Consent. Co-Chairman Smith asked if Committee members if anyone wanted to pull consent items for discussion.

Mr. Flatter informed Committee that Chairman Beifuss would either be arriving late, or miss the meeting, and he had a few questions regarding Item 4.B., Alderman Earley asked to pull Item 4.F. for discussion. **Alderman Banas made a motion, seconded by Alderman Hallett to approve:**

A. Resolution No. 14-R-0066 – Contract Award – Liquid Aluminum Sulfate for Fiscal Year 2015.

C. Resolution No. 14-R-0068 – Contract Award – Liquid Sodium Hypochlorite for Fiscal Year 2015.

D. Resolution No. 14-R-0069 – Contract Award – Rotary Hydrated Lime for Fiscal Year 2015.

E. Resolution No. 14-R-0071 – Contract Award – Procurement of Course and Fine Aggregate Material Delivered for Fiscal Year 2015.

G. Rejection of Bids – 2014 Sanitary Sewer System Rehabilitation Project.

H. FY 2015-2019 Capital Improvement Program.

Voting Yea: Aldermen Banas, Hallett, Earley, and Smith. Voting Nay: 0.

5. Items for Discussion.

A. **4.B. Resolution No. 14-R-0067 – Contract Award – Liquid Carbon Dioxide for Fiscal Year 2015.** Mr. Flatter informed Committee that the price of the Liquid Carbon Dioxide came in at 54.3% higher than the last year. Chairman Beifuss' questions regarding this item are: Why did the price come in so high? Why was only one bid received? What are the City's options? Mr. Flatter stated that there are no other options, chemically. Liquid Carbon Dioxide is used to lower the pH in the water, and there are only a few of suppliers that deliver this chemical. Mr. Flatter went on to say that one of the suppliers elects not to bid anymore because the City won't allow them to modify the contract language. The City may receive better pricing in the future if it would guarantee the purchase of the annual bid quantity (purchases are currently made on an as needed bases) or execute a multi-year contract; but the plant is not designed to store more of the chemical than is used monthly. Mr. Flatter informed Committee that 300 tons of the Chemical per year are bid, and the City uses approximately 70% - 75% of that amount. Alderman Hallett asked if the contract price could be altered. Mr. Flatter stated that there is a force majeure clause in the contract, and in 2014, for a period of one and a half weeks, the City's current supplier raised their pricing. The City did not need to make a purchase during that period. During discussion staff was asked if the liquid form of this chemical is the City's only option. Mr. Flatter replied that it is.

Alderman Hallett made a motion, seconded by Alderman Banas to approve Resolution No. 14-R-0067 for a Contract Award for Liquid Carbon Dioxide for Fiscal Year 2015. Voting Yea: Aldermen Hallett, Banas, Earley and Smith. Voting Nay: 0.

B. **4.F. Resolution No. 14-R-0072 – Contract Amendment No. 1 – Operations Management International, Inc. for Professional Services related to the Management and Operation of the City's Wastewater Treatment Plant.** Alderman Earley asked for an explanation regarding this item. Mr. Flatter informed him that when the first five-year contract was executed, Operations Management International, Inc. (OMI) was not required to pay prevailing wages to their employees. Since that time, the law has been changed and contractual service providers are now required to pay these wages. OMI has estimated that it will cost an additional \$40,000.00 in wages for this year, which they have offered to split evenly with the City. Therefore, they are asking for an additional approximate \$20,000 to the balance of their contract for 2014, which the City will then split with Winfield approximately 72%/28% and will be used to establish a new base rate for their operators in 2015.

Alderman Earley made a motion, seconded by Alderman Banas to approve Resolution No. 14-R-0072 for a Contract Amendment No. 2 with Operations Management International, Inc. for Professional Services related to the Management and Operation of the City's Wastewater Treatment Plant. Voting Yea: Aldermen Earley, Banas, Hallett and Smith. Voting Nay: 0.

C. Mr. Flatter approached Committee regarding a residential complaint about a Ginkgo parkway tree located at 225 W. Stimmel Street. He said that the neighbor complained to the City about the mess and the odor from this tree. Mr. Flatter brought a sample of the fruit from the tree, along with pictures of said tree (Attachment A). He explained that the City's current

Ordinance allows for only male Ginkgo parkway trees, but it is extremely hard to distinguish a male from a female until they mature. Once the females mature, they develop and drop an odorous fruit. The neighbor wants the City to remove the tree. **During discussion, staff was directed to contact the homeowner at 225 W. Stimmel Street to ask them to clean up after and maintain the Ginkgo tree or the City would remove it. Staff was also directed to amend the City's Ordinance to eliminate any future plantings of Ginkgo trees, and to grandfather in existing Ginkgo trees if they are maintained and cleaned up after.**

6. **Unfinished Business.** Mr. Flatter informed Committee that he met with the railing manufacturer for the Main Street Tunnel Project about three weeks ago. He was informed that all of the parts have been received, but the fabrication of the railings has not yet begun. He still does not have a completion date for this project. The Contractor is still being charged \$500.00 per day in liquidated damages.

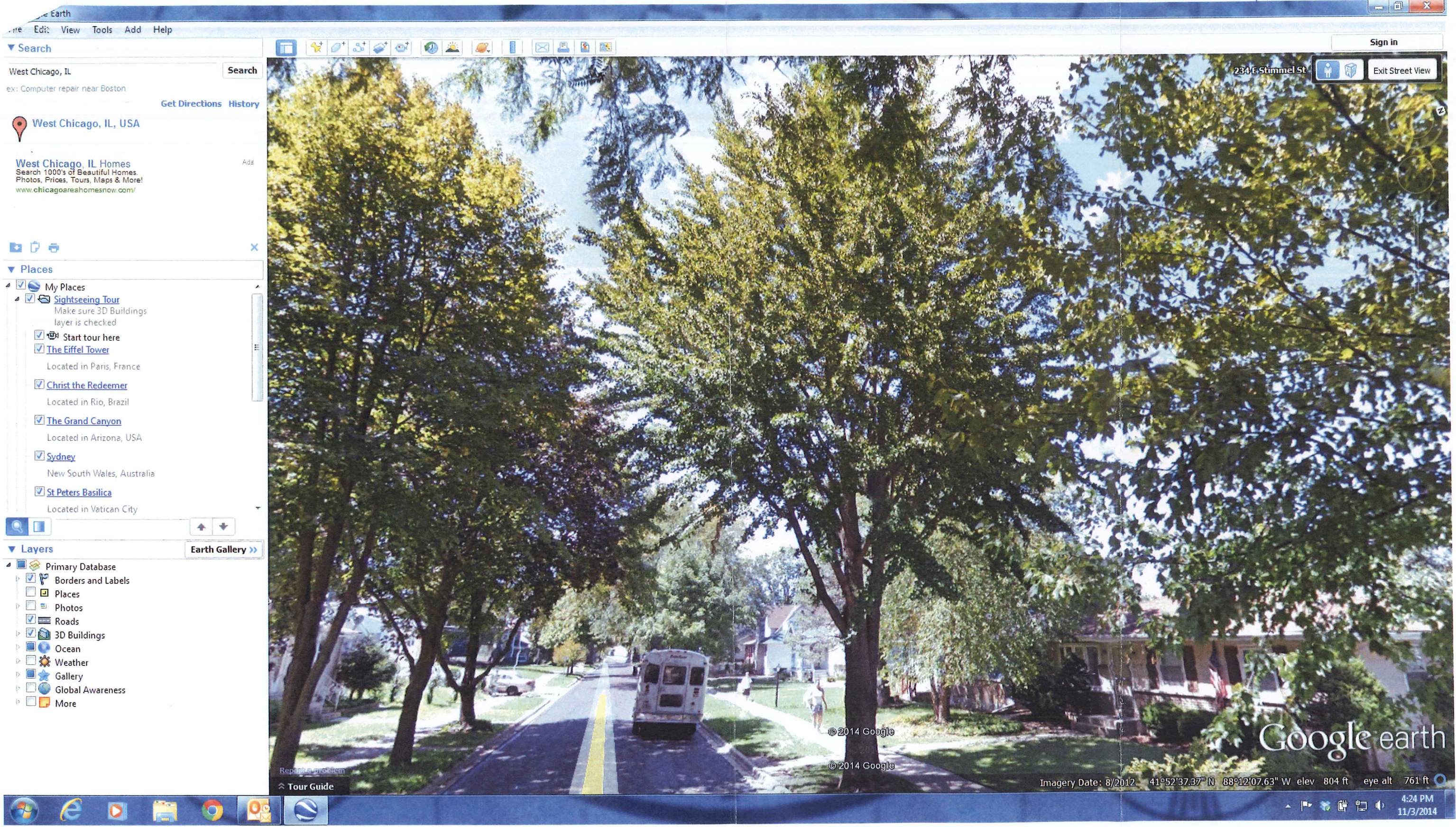
7. **New Business.** None.

8. **Reports from Staff.** None.

9. **Adjournment.** At 7:30 P.M., Alderman Banas made a motion to adjourn seconded by Alderman Hallett. Motion was approved by voice vote.

Respectfully submitted,

Michelle Baldino
Executive Secretary



Timothy R Wilcox
Assistant Director of Public Works





CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY


ITEM TITLE:

Resolution No. 14-R-0076 – Contract Award – 2015 Parkway Tree Planting Program

AGENDA ITEM NUMBER: 4.A.

COMMITTEE AGENDA DATE: December 4, 2014
COUNCIL AGENDA DATE: December 15, 2014

STAFF REVIEW: Tim Wilcox, Assistant Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

This project consists of providing and planting 170 parkway trees in various locations within the corporate limits of the City of West Chicago.

On October 30, 2014, the City advertised the 2015 Parkway Tree Planting Program in the Daily Herald. There were a total of five plan holders for this bid and sealed bids were opened on Thursday, November 20, 2014. Bids were received from two contractors with Alaniz Landscape Group, Inc. of Elgin, Illinois, submitting the lowest responsible bid of \$44,730.00. The second bidder was Beary Landscaping of Lockport, Illinois, submitting a bid of \$61,900.00 (see attached bid tab sheet for additional clarification).

Staff recommends that a contract be awarded to Alaniz Landscape Group, Inc. of Elgin, Illinois, for services related to the 2015 Parkway Tree Planting Program, for an amount not to exceed \$44,730.00. West Chicago has contracted with Alaniz Landscape Group, Inc. for the past four tree planting programs.

Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4854) in which \$50,000.00 has been budgeted for FY2015.

ACTIONS PROPOSED:

Approve Resolution No. 14-R-0076 authorizing the Mayor to execute a contract with Alaniz Landscape Group, Inc. of Elgin, Illinois, as lowest responsible bidder, to provide services related to the 2015 Parkway Tree Planting Program, for an amount not to exceed \$44,730.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0076

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT AGREEMENT WITH ALANIZ LANDSCAPE GROUP, INC.,
FOR PROFESSIONAL SERVICES RELATED TO THE
2015 PARKWAY TREE PLANTING PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Professional Services related to the 2015 Parkway Tree Planting Program between the City of West Chicago and Alaniz Landscape Group, Inc., for an amount not to exceed \$44,730.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of December, 2014.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids			Name and Address of Bidder		Alaniz Group P.O. Box 1248 Elgin, IL 60121		Beary Landscaping 15001 W. 159th St. Lockport, IL 60491	
2015 Parkway Tree Planting Program			Approved Estimate		5% Bid Bond		5% Bid Bond	
Date November 20, 2014 @ 10:30 A.M. Opened by: Tim Wilcox Recorded by: Michelle Baldino								
ITEMS			Unit		Unit		Unit	
Units			Price		Price		Price	
Quantity			Total		Total		Total	
1	Autumn Blaze Maple	Ea. 25	\$275.00	\$6,875.00	\$251.00	\$6,275.00	\$350.00	\$8,750.00
2	Crimson King Maple	Ea. 25	\$275.00	\$6,875.00	\$276.00	\$6,900.00	\$400.00	\$10,000.00
3	Cleveland Pear	Ea. 35	\$275.00	\$9,625.00	\$241.00	\$8,435.00	\$350.00	\$12,250.00
4	Redmond Linden	Ea. 20	\$275.00	\$5,500.00	\$249.00	\$4,980.00	\$345.00	\$6,900.00
5	Swamp White Oak	Ea. 10	\$275.00	\$2,750.00	\$253.00	\$2,530.00	\$405.00	\$4,050.00
6	Purple Robe Locust	Ea. 20	\$275.00	\$5,500.00	\$291.00	\$5,820.00	\$370.00	\$7,400.00
7	Prospector Elm	Ea. 10	\$275.00	\$2,750.00	\$279.00	\$2,790.00	\$355.00	\$3,550.00
8	Hedge Maple	Ea. 15	\$275.00	\$4,125.00	\$286.00	\$4,290.00	\$350.00	\$5,250.00
9	Ivory Silk Lilac	Ea. 10	\$275.00	\$2,750.00	\$271.00	\$2,710.00	\$375.00	\$3,750.00
Total					\$44,730.00		\$61,900.00	
As read								
Bid					\$44,730.00		\$61,900.00	
As corrected								

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 14-R-0077 - Contract Award - 2015 Forestry Maintenance Program

AGENDA ITEM NUMBER: 4.B.

COMMITTEE AGENDA DATE: December 4, 2014
COUNCIL AGENDA DATE: December 15, 2014

STAFF REVIEW: Timothy Wilcox, Assistant Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The Forestry Maintenance Program covers contractual trimming and removal of parkway trees. The program is funded to enable completion of a five-year trimming cycle for the whole town, which is the recommended procedure by Arborists. This will be the fifth year of the third five-year trimming cycle.

On October 30, 2014, the City advertised the 2015 Forestry Maintenance Program in the Daily Herald. There were a total of seven (7) plan holders for this bid and sealed bids were received and opened on Thursday, November 20, 2014. Bids were received from three contractors with Steve Piper & Sons, Inc. of Naperville, Illinois, submitting the lowest responsible bid of \$66,395.45 (see attached bid tab sheet for additional clarification). The second lowest bidder was Tree's R Us, Inc. of Wauconda, Illinois, with a bid of \$169,756.00.

References from other Illinois municipalities were called and all had positive responses for performance and services completed by Steve Piper & Sons, Inc.; all indicated that they would use them again. West Chicago has also used Steve Piper & Sons for past trimming and removal programs, and staff was satisfied with their performance. It is staff's recommendation that a contract be awarded to Steve Piper & Sons, Inc. for services related to the 2015 Forestry Maintenance Program, for an amount not to exceed \$66,395.45.

Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4870) in which \$70,000.00 has been budgeted in FY2015.

ACTIONS PROPOSED:

Approve Resolution No. 14-R-0077 authorizing the Mayor to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as lowest responsible bidder, to provide services for the 2015 Forestry Maintenance Program, in an amount not to exceed \$66,395.45.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0077

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
AGREEMENT WITH STEVE PIPER & SONS, INC. OF NAPERVILLE,
ILLINOIS FOR PROFESSIONAL SERVICES RELATED TO THE 2015
FORESTRY MAINTENANCE PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Professional Services related to the 2015 Forestry Maintenance Program, between the City of West Chicago and Steve Piper & Sons, Inc. of Naperville, Illinois, for an amount not to exceed \$66,395.45, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of December, 2014.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids 2015 Forestry Maintenance Program			Name and Address of Bidder		Steve Piper & Sons 31W320 Ramm Drive Naperville, IL 60564		Family Landscaping 227 W., Grandlake West Chicago, IL 60185		Trees R Us, Inc. P.O. Box 6014 Wauconda, IL 60084	
Date: November 20, 2014 Opened by: Tim Wilcox Recorded by: Michelle Baldino			Approved Estimate of Cost		5% Bid Bond		5% Bid Bond		5% Bid Bond	
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Tree Removal (15 in./dia or less	in./dia	0.0	\$9.00	\$0.00	\$35.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Tree Removal (over 15 in./dia)	in./dia	308.0	\$25.29	\$7,789.32	\$32.45	\$9,994.60	\$25.99	\$8,004.92	\$52.00	\$16,016.00
3 Pruning (1 to 10 in./dia)	ea. Tree	1536.0	\$17.00	\$26,112.00	\$17.40	\$26,726.40	\$56.00	\$86,016.00	\$40.00	\$61,440.00
4 Pruning (over 10 in./dia)	ea. Tree	923.0	\$31.47	\$29,046.81	\$32.15	\$29,674.45	\$89.00	\$82,147.00	\$100.00	\$92,300.00
Total As Read				\$66,395.45		\$66,395.45		\$176,167.92		\$169,756.00
Total As Corrected				\$62,948.13		\$66,395.45		\$176,167.92		\$169,756.00

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 14-R-0078 - Plat of Easement for Fence at 2541 Meadowlark Drive (PIN No. 01-27-209-002)

AGENDA ITEM NUMBER: 4.C.

COMMITTEE AGENDA DATE: December 4, 2014

COUNCIL AGENDA DATE: December 15, 2014

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

To address neighborhood complaints received regarding aesthetics and safety concerns with the City's Sanitary Lift Station No. 2, located at 2551 Meadowlark Drive, staff recently removed dying Arborvitae shrubs and had a six foot tall board-on-board fence installed around the lift station. The ComEd transformer providing service to the lift station is partially located within a public utility and drainage easement on the adjacent property of 2541 Meadowlark Drive (PIN No. 01-27-209-002). To surround the transformer with the new fence, and hide the large unsightly green box, the property owners of 2541 Meadowlark Drive have granted a permanent easement to the City of West Chicago for installation and maintenance of a fence around the ComEd transformer. See attached Plat of Easement for additional clarification.

ACTIONS PROPOSED:

Approve Resolution No. 14-R-0078 authorizing the Mayor to execute a Plat of Easement for installation and maintenance of a fence on a portion of the property of 2541 Meadowlark Drive (PIN No. 01-27-209-002).

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0078

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
PLAT OF EASEMENT FOR INSTALLATION AND MAINTENANCE OF A
FENCE ON A PORTION OF THE PROPERTY OF 2541 MEADOWLARK
DRIVE (PIN NO. 01-27-209-002)**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Plat of Easement for installation and maintenance of a fence on a portion of the property of 2541 Meadowlark Drive, West Chicago, Illinois, according to the plat prepared by Thomas Engineering Group, LLC, consisting of one sheet dated October 24, 2014, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of December, 2014.

AYES: _____

NAYES: _____

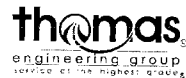
ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



thomas engineering group, llc
238 south kenilworth avenue
suite 100
oak park, il 60302
phone: 855-533-1700

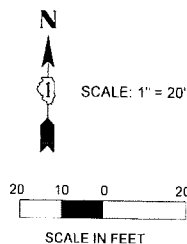
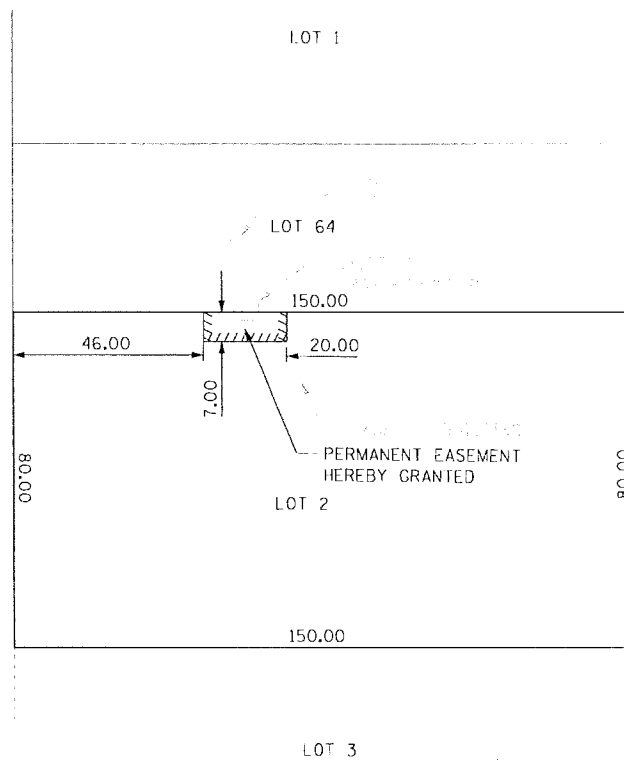
EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS, FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE FENCES, STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY OF WEST CHICAGO OVER, UPON, ALONG, UNDER, OR THROUGH THE DESCRIBED AREA, AS NOTED BY A PERMANENT EASEMENT TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

GRANT OF EASEMENT TO THE CITY OF WEST CHICAGO OF

THE NORTH 7.00 FEET OF THE EAST 20.00 FEET OF THE WEST 66.00 FEET OF LOT 2 IN MEADOWWOOD SUBDIVISION UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1991 AS DOCUMENT R91-172127 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED MAY 20, 1992 AS DOCUMENT R92-095233, IN DUPAGE COUNTY, ILLINOIS.

MEADOWLARK DRIVE



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

WE, THOMAS ENGINEERING GROUP, LLC DO HEREBY CERTIFY THAT WE PREPARED THIS PLAT OF EASEMENT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME BASED ON OFFICIAL PLATS AND RECORDS. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 24th DAY OF October, 2014.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003817
LICENSE EXPIRES: NOVEMBER 30, 2016
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-005183



P.I.N. 01-27-209-002

SUBMITTED BY / MAIL BACK TO:
CITY OF WEST CHICAGO
475 MAIN STREET
WEST CHICAGO, IL 60185

OWNER'S CERTIFICATE "GRANTOR"

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

LYNN T WRTSCHORECK AND GARY J GRONWICK DO HEREBY CERTIFY THAT THEY ARE HOLDER OF RECORD TITLE TO THE HEREON DESCRIBED PROPERTY AND THAT THEY HAVE CAUSED SAID EASEMENT TO BE GRANTED AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS 30 DAY OF October, A.D. 2014.

BY: Lynn T Wrtschoreck
LYNN T WRTSCHORECK
BY: Gary J Gronwick
GARY J GRONWICK

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT LYNN T WRTSCHORECK AND GARY J GRONWICK PERSONALLY KNOWN TO ME TO BE THE OWNERS OF SAID PROPERTY WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND SEVERALLY ACKNOWLEDGED THAT AS OWNERS OF SAID PROPERTY, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30th DAY OF October, A.D. 2014.

MY COMMISSION EXPIRES August 5, 2018.

Michelle Baldino
NOTARY PUBLIC
OFFICIAL SEAL
MICHELLE R BALDINO
Notary Public - State of Illinois
My Commission Expires Aug 5, 2018

CITY OF WEST CHICAGO MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE "GRANTEE"

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

MAYOR AND CITY COUNCIL OF THE CITY OF WEST CHICAGO, COUNTY OF DUPAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION NO. _____ DULY AUTHENTICATED AS PASSED THIS _____ DAY OF _____, 20____.

MAYOR _____
ATTEST: _____
CITY CLERK _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D. 20____ AT _____ O'CLOCK M AND WAS RECORDED IN BOOK OF PLATS ON PAGE _____.

RECORDER OF PLATS _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 14-R-0079 – Intergovernmental Agreement
– Winfield Township Road District for Snow Removal
Operations

AGENDA ITEM NUMBER: 4.D.**COMMITTEE AGENDA DATE:** December 4, 2014**COUNCIL AGENDA DATE:** December 15, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The Winfield Township Road District has the duty and responsibility to reasonably maintain all unincorporated public roadways within Winfield Township, and the City of West Chicago has the duty and responsibility to reasonably maintain all public roadways within the corporate limits of the City free of snow and ice. As certain unincorporated public roadways are surrounded by incorporated properties, and as certain incorporated public roadways are surrounded by unincorporated properties, to improve efficiency of snow removal and salting operations, the Winfield Township Road District (District) and City staff have evaluated certain public roadways and have determined it to be in the best interest of all West Chicago residents to consolidate and share its snow removal operations. Therefore, to clarify the purpose, intent, and responsibilities of each agency for snow removal operations, the District and the City have prepared the attached Intergovernmental Agreement.

ACTIONS PROPOSED:

Approve Resolution No. 14-R-0079 authorizing the Mayor to execute an Intergovernmental Agreement between the Winfield Township Road District and the City of West Chicago for snow removal operations.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 14-R-0079
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE WINFIELD TOWNSHIP
ROAD DISTRICT FOR SNOW REMOVAL OPERATIONS

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Agreement with the Winfield Township Road District regarding snow removal operations, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of December, 2014.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE WINFIELD TOWNSHIP ROAD DISTRICT FOR SNOW AND ICE REMOVAL OPERATIONS FROM PUBLIC ROADWAYS

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2014, between the City of West Chicago (hereinafter referred to as the "CITY"), a municipal corporation with offices at 475 Main Street, West Chicago, Illinois and the Winfield Township Road District (hereinafter referred to as the "DISTRICT"), a body corporate and politic, with offices at 30W575 Roosevelt Road, West Chicago, Illinois. The CITY and the DISTRICT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to reasonably maintain all public roadways within the corporate limits of the City of West Chicago free of snow and ice (hereinafter referred to as "SNOW REMOVAL OPERATIONS"); and

WHEREAS, the DISTRICT in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to reasonably maintain all unincorporated public roadways within Winfield Township free of snow and ice (hereinafter also referred to as "SNOW REMOVAL OPERATIONS"); and

WHEREAS, the CITY and the DISTRICT maintain a good working relationship and desire to consolidate and share its Snow Removal Operations to improve efficiency; and

WHEREAS, the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) and the DISTRICT by virtue of its power set forth in "the Township Code" (60 ILCS 1/85-5 et seq.) and are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION OF RECITALS.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF THE "SNOW REMOVAL OPERATIONS"

- 2.1 The SNOW REMOVAL OPERATIONS includes, but is not limited to, the salting of public roadways to limit icing of the pavement and plowing of the public roadways to reasonably remove snow and ice from the pavement in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, and other necessary and appurtenant work.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The CITY and DISTRICT agree to cooperate in and make every effort to meet the intent of the SNOW REMOVAL OPERATIONS.

4.0 RESPONSIBILITIES OF THE CITY

4.1. The CITY shall act as the lead agency and agrees to accept all responsibilities associated with the SNOW REMOVAL OPERATIONS of the following roadways located within unincorporated West Chicago, Illinois:

- Mac Queen Drive, between Hawthorne Lane and the Illinois Prairie Path-Geneva Spur.
- Lee Road, Between Pilsen Road and Mac Queen Drive.
- Lee Road, west of Mac Queen Drive.

5.0 RESPONSIBILITIES OF THE DISTRICT

5.1 The DISTRICT shall act as the lead agency and agrees to accept all responsibilities associated with the SNOW REMOVAL OPERATIONS of the following roadways located within the corporate limits of the City of West Chicago, Illinois:

- Blair Street, east of Illinois Route 59.
- Kammes Court, north of Blair Street.
- Ridgeland Avenue, north of Blair Street.
- Ridgeland Avenue, between Washington Street/Geneva Road and Grove Avenue.
- Grandlake Boulevard, between Illinois Route 59 and Williams Road.
- Grove Avenue, east of Illinois Route 59.

6.0 INDEMNIFICATION

6.1. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss

or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2. The DISTRICT shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the DISTRICT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The DISTRICT does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3. The CITY and the DISTRICT acknowledge that neither party has made representations, assurances or guaranties regarding the other party's or any successor's or assign's authority and legal capacity to indemnify the other party as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY or DISTRICT, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either party, or in the event of change in the laws of the State of Illinois governing CITY's, Road Districts, or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.4. Nothing contained herein shall be construed as prohibiting either party, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The

CITY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the CITY harmless, as set forth above. The DISTRICT'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the DISTRICT harmless, as set forth above.

- 6.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY'S and DISTRICT'S indemnification under Section 6.0 hereof shall terminate when the AGREEMENT is deemed null and void, by mutual agreement.

7.0 INDEMNIFICATION

- 7.1. At the time this AGREEMENT is signed and every year thereafter, the DISTRICT shall provide the CITY an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.

2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the City of West Chicago, its officials, agents, employees,

and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, agents, employees and volunteers. The DISTRICT'S coverage shall be primary and non-contributory as respects the CITY, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the City of West Chicago as loss payee with CITY named as cancellation notice recipient.

7.2 At the time this AGREEMENT is signed and every year thereafter, the CITY shall provide the DISTRICT an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the Winfield Township Road District, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officials, agents, employees and volunteers. The CITY'S coverage shall be primary and non-contributory as respects the DISTRICT, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the Winfield Township Road District as loss payee with DISTRICT named as cancellation notice recipient.

8.0 GENERAL

- 8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the SNOW REMOVAL OPERATIONS agreed to by both parties and no other changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 8.2. Whenever in this AGREEMENT, approval or review of either the CITY or DIRSDRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.3. In the event of a dispute between the CITY and DISTRICT representatives regarding the SNOW REMOVAL OPERATIONS, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Public Works for the City of West Chicago and the Highway Commissioner of the Winfield Township Road District shall meet and resolve the issue.
- 8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the SNOW REMOVAL OPERATIONS. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 8.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the SNOW REMOVAL OPERATIONS, and supersedes all previous communications or understandings whether oral or written.

10.0 NOTICES

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of West Chicago
475 Main Street
West Chicago, IL 60185
ATTN: Michael L. Guttman, City Administrator
Phone: 630.293.2200
Facsimile: 630.293.3028

Winfield Township Road District
30W575 Roosevelt Road
West Chicago, IL 60185
ATTN: John S. Duzsa, Highway Commissioner
Phone: 630.231.8850
Facsimile: 630.231.9508

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

12.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

16.0 TERM OF THIS AGREEMENT

16.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed by the parties and shall continue in full force and effect for the period of one (1) year and shall be automatically renewed each year thereafter unless a one hundred twenty (120) day written notice of intent to terminate is served upon the other party.

IN WITNESS whereof, the parties set their hands and seals
as of the date first written above.

CITY OF WEST CHICAGO

WINFIELD TOWNSHIP ROAD DISTRICT

Ruben Pineda
Mayor

John S. Dusza
Highway Commissioner

ATTEST:

ATTEST:

Nancy Smith
City Clerk

Name: _____
Title: _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 14-O-0031 – Amending Chapter 15, Section 15-5, and Appendix A, Section 14.12, of the Municipal Code for the Purpose of Excluding Ginkgo and Ash Trees from the City's Approved Tree Planting List

AGENDA ITEM NUMBER: 4.E.**COMMITTEE AGENDA DATE:** December 4, 2014**COUNCIL AGENDA DATE:** December 15, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In October 2014, staff was notified by a resident in the 200 block of East Stimmel Street that a neighbor's parkway tree had produced an abundance of fruit that had fallen from the branches, was littering the ground, sidewalk, and street, and was emitting a very powerful and unpleasant odor. Staff determined the species of the 31 inch diameter tree to be female Ginkgo biloba (Ginkgo). Ultimately the owner of the property where this parkway tree is located was contacted, but he was not willing to clean up the abundant fruit, and he has indicated the he does not like the smelly fruit and would like to see the tree removed. City staff will have the tree removed under the City's contractual tree removal program this winter.

For nurseries, determining the sex of Ginkgo seedlings is not practical until the trees reach reproductive maturity, which could take 10-20 years. Despite efforts of nurseries to cultivate male Ginkgo trees from the rootstock of known male Ginkgo trees, 16-20% of these cultivars still bear fruit.

At the November 6, 2014 Infrastructure Committee meeting, direction was given to staff to amend the City Code to prohibit the installation of any new Ginkgo biloba trees, and to grandfather any existing Ginkgo from being removed, provided that the property owner maintains and cleans up after the tree should it bear fruit. The species Ginkgo biloba (male and female) is currently listed in Chapter 15, Section 15-5, of City Code as an approved parkway tree. However, the Ginkgo biloba (female) is listed in Appendix A, Section 14.12, of the City Code as prohibited vegetation.

While preparing the City Code amendment, staff noted that Ash trees remained on the City's approved planting list. In light of the damage to the City's Ash tree population by the Emerald Ash Borer (EAB), and the ongoing expense of treatment and removal, staff recommends prohibiting the Fraxinus Species (all Ash trees susceptible to the EAB) from being planted in the City.

Ordinance No. 14-O-0031, which amends Chapter 15 of the City Code by removing Ginkgo biloba (species) and Fraxinus (species) from the Sec. 15-5 (d) "Approved trees" and adding same to the prohibited lists found in Sec. 15-5 (e) "Trees Prohibited" and Appendix A, Section 14.12 "Prohibited vegetation", is attached for your consideration.

ACTIONS PROPOSED:

Approve Ordinance No. 14-O-0031 amending Chapter 15, Section 15-5 of the City code by removing Ginkgo biloba (species) and Fraxinus (species) Ash from the Sec. 15-5 (d) "Approved trees" and adding same to the prohibited lists found in Sec. 15-5 (e) "Trees Prohibited" and Appendix A, Section 14.12 "Prohibited vegetation".

ORDINANCE NO. 14-O-0031

AN ORDINANCE AMENDING CHAPTER 15 – PUBLIC WAYS, ARTICLE I. – IN GENERAL, SEC. 15-5. – PARKWAY REGULATION, (d) APPROVED TREES, AND (e) TREES PROHIBITED, AND APPENDIX A – ZONING, ARTICLE XIV. – LANDSCAPING REQUIREMENTS, SECTION 14.12. – PROHIBITED VEGETATION, TABLE (A) TREES, OF THE CODE OF ORDINANCES OF THE CITY OF WEST CHICAGO

BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled, that the City Code is amended as follows:

SECTION 1. That Chapter 15 – PUBLIC WAYS, Article I. – IN GENERAL, Sec. 15-5. – Parkway regulation. , (d) Approved trees:, is hereby deleted in its entirety and replaced with “Attachment A”.

SECTION 2. That Chapter 15 – PUBLIC WAYS, Article I. – IN GENERAL, Sec. 15-5. – Parkway regulation. , (e) Trees prohibited:, is hereby deleted in its entirety and replaced with “Attachment B”.

SECTION 3. That within Chapter 15 – PUBLIC WAYS, Article I. – IN GENERAL, Sec. 15-5. – Parkway regulation., any reference to “city engineer” is hereby replaced with “Director of Public Works”.

SECTION 4. That within Chapter 15 – PUBLIC WAYS, Article I. – IN GENERAL, Sec. 15-5. – Parkway regulation., any reference to “the engineer department” is hereby replaced with “the Department of Public Works”.

SECTION 5. That the following is hereby added to Chapter 15 – PUBLIC WAYS, Article I. – IN GENERAL, Sec. 15-5. – Parkway regulation.:

“(o) Grandfathered trees: Any existing Ginkgo biloba planted prior to the effective date of this Ordinance, shall be considered grandfathered and all male trees of the species will be allowed to remain. Female species will be allowed to remain, provided that the property owner puts forth effort to collect and remove the fallen fruit in a timely manner each year in order to limit the nuisance it is known to cause. Fraxinus (species) Ash planted prior to the effective date of this Ordinance, shall be considered grandfathered and will be allowed to remain provided they are in compliance with Chapter 10 – NUISANCE, Article VI. - INFESTED, DISEASED, DEAD, AND/OR DYING TREES, of the City Code.”

SECTION 6. That Appendix A - ZONING, Article XIV. – Landscaping requirements., Section 14.12. – Prohibited vegetation., (A) Trees:, is hereby deleted in its entirety and replaced with “Attachment C”.

SECTION 7. All Ordinances and Resolutions or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflicts, expressly repealed.

SECTION 8. This Ordinance shall be in full force and effect from and after its publication, as provided by law.

SECTION 9. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this 15th day of December 2014.

Alderman L. Chassee	_____	Alderman J. Beifuss	_____
Alderman A. Hallett	_____	Alderman J. Banas	_____
Alderman M. Birch	_____	Alderman S. Dimas	_____
Alderman K. Meissner	_____	Alderman R. Stout	_____
Alderman L. Grodoski	_____	Alderman D. F. Earley	_____
Alderman M. Fuesting	_____	Alderman M. Edwalds	_____
Alderman J. Smith	_____	Alderman J. C. Smith, Jr.	_____

APPROVED as to form: _____
City Attorney

APPROVED this 15th day of December 2014.

Ruben Pineda, Mayor

ATTEST:

Nancy M. Smith, City Clerk

PUBLISHED: _____

ATTACHMENT "A"

Sec. 15-5. – Parkway regulation.

d) *Approved trees*: Trees to be planted in city parkways shall be selected from the following lists of authorized tree species, and/or other species as approved by the Director of Public Works.

TABLE INSET:

Botanical Name	Common Name
Acer platanoides "Emerald Queen"	Norway Maple
Acer platanoides "Crimson King"	Norway Maple
Acer rubrum "Armstrong"	Red Maple
Acer rubrum "October Glory"	Red Maple
Acer rubrum "Red Sunset"	Red Maple
Acer saccharum	Sugar Maple
Amelanchier	Serviceberry
Carpinus caroliniana	American Hornbeam
Celtis occidentalis	Hackberry
Cercidiphyllum japonicum	Katsura Tree
Cercis canadensis	Eastern Redbud
Cladrastis lutea	American Yellowwood
Cornus kousa	Kousa Dogwood
Crataegus lavalleyi	Lavelle Hawthorne
Gleditsia triacanthos inermis "Imperial"	Thornless Honeylocust

Gleditsia triacanthos inermis "Majestic"	Thornless Honeylocust
Gleditsia triacanthos intermis "Skyline"	Thornless Honeylocust
Liquidambar styraciflua	Sweetgum
Liriodendron tulipifera	Tulip Tree
Malus "Radiant"	Crabapple
Malus "Red Splendor"	Crabapple
Malus "Snowdrift"	Crabapple
Malus "Van Eseltine"	Crabapple
Malus zumi "calocarpa"	Crabapple
Malus "Lisit"	Crabapple
Ostrya virginiana	Ironwood
Phellodendron amurense	Amur Cork Tree
Pyrus calleryana "Bradford"	Bradford Callery Pear
Quercus acutissima	Sawtooth Oak
Quercus bicolor	Swamp White Oak
Quercus coccinea	Scarlet Oak
Quercus imbricaria	Shingle Oak
Quercus palustris	Pin Oak
Quercus palustris "Sovereign"	Sovereign Pin Oak
Quercus rubra	Red Oak
Sophora japonica	Chinese Scholar Tree

Tilia cordata	European Little Leaf Linden
Tilia cordata "Chancellor"	Chancellor Little Leaf Linden
Tilia cordata "Greenspire"	Greenspire Little Leaf Linden
Tilia euchlora "Redmond"	Redmond Linden
Tilia tomentosa	Silver Linden
Ulmus buisman	Buisman Elm
Zelkova Serrata "Village Green"	Village Green Zelkova

ATTACHMENT “B”

Sec. 15-5. – Parkway regulation.

(e) *Trees prohibited:*

(1) The following listed trees shall not be planted on city parkways:

TABLE INSET:

Botanical Name	Common Name
Acer negundo	Box Elder
Acer saccharinum	Silver Maple
Ailanthus glandulosa	Tree of Heaven
Catalpa (species)	Catalpa
Fraxinus (species)	Ash
Ginkgo biloba (species)	Ginkgo
Morus (species)	Mulberry
Populus (species)	Poplars
Salix (species)	Willows
Ulmus americana	American Elm
Ulmus pumila	Siberian Elm

(2) All crippled, deformed and physically damaged trees, regardless of species, shall not be allowed in the city parkways. The Director of Public Works shall determine if a tree is acceptable for planting in the parkway.

(3) All trees infected with an incurable disease that will result in deformation, death or infection of other trees shall not be allowed in city parkways.

ATTACHMENT “C”

14.12. - Prohibited vegetation.

(A) TREES:

TABLE INSET:

Botanical Name	Common Name	Remarks
Acer negundo	Box Elder	Weak wood; invasive
Acer saccharinum	Silver Maple	Surface roots
Ailanthus altissima	Tree-of-Heaven	Weak wood; invasive
Betula pendula	European Birch	Borers; disease
Catalpa species	Catalpa	Weak wood; litter; invasive
Fraxinus species	Ash	Emerald Ash Borers
Ginkgo biloba (species)	Ginkgo	Offensive fruit; seeds
Gleditsia triacanthos	Thorny Honey Locust	Thorns; seed pods; thornless varieties acceptable
Maclura pomifera	Osage-orange	Large fruit; thorns
Morus species	Mulberry	Weak wood; fruit; invasive
Platanus occidentalis	Sycamore	Brittle; surface roots; litter
Populus deltoides (female)	Cottonwood	Weak, litter
Rhamnus frangula	Buckthorn	Weak wood; fruit; invasive
Robinia species	Locust	Weak wood; litter; invasive
Sorbus aucuparia	European Mountain Ash	Borers; disease
Ulmus americana	American Elm	Disease; insects; disease resistant varieties are acceptable upon prior approval
Ulmus pumila	"Chinese" (Siberian) Elm	Weak wood; disease; insects; invasive

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Change Order No. 1 & Final – 2014 Metra Station Stair
Reconstruction Project – Landmark Contractors, Inc.

AGENDA ITEM NUMBER: 4.F.**COMMITTEE AGENDA DATE:** December 4, 2014**COUNCIL AGENDA DATE:** December 15, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

On July 21, 2014 City Council approved Resolution No. 14-R-0040 authorizing the Mayor to execute a contract with Landmark Contractors, Inc., for an amount not to exceed \$42,377.95, for services related to the 2014 Metra Station Stair Reconstruction Project.

The project is complete, final quantities have been calculated, and final invoicing was submitted for \$44,820.37. The reason for the contract overage, in the amount of \$2,442.42, is due to the replacement of additional concrete sidewalk, curb and gutter, and replacement of additional retaining wall blocks, all required due to field conditions identified during construction.

Adequate funds are available in the Commuter Parking Fund (43-34-76-4801) to cover this change order.

ACTIONS PROPOSED:

Approve Change Order No. 1 & Final to the Contract with Landmark Contractors, Inc., for an amount of \$2,442.42, for services related to the 2014 Metra Station Stair Reconstruction Project.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

PUBLIC WORKS

RESIDENT ENGINEER'S REQUEST FOR
AUTHORIZATION FOR CHANGE ORDERSTO: Michael Guttman
City Administrator

Authorization No. 1 and Final

Project: Metra Station Stair Reconstruction Project

Date: 12/15/2014

Contractor: Landmark Contractors, Inc.

Dear Sir:

I recommend that a change be made as follows to the above contract:

An (addition, extension, deduction) will be made from Station _____ to Station _____,
a net length of _____ miles. This change revises the total length to _____ miles.The estimated quantities are shown below. The first addition of an item not in the
original contract under the fund type is indicated by asterisk (*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL	ADDITION / DEDUCTION
1	PCC Sidewalk 6"	28.5		\$10.50	\$299.25	\$299.25
2	Comb Curb & Gutter, REM	24.2		\$21.95	\$531.19	\$531.19
3	Sidewalk REM	36.5		\$19.95	\$728.18	\$728.18
4	Rein Bars, Epoxy Coated	44.7		\$4.40	\$196.68	\$196.68
5	Manhole to be reconstructed	-1		\$2,365.85	(\$2,365.85)	(\$2,365.85)
6	Comb Curb & Gutter TY B6.12	24.2		\$135.35	\$3,275.47	\$3,275.47
7	Underground Cond, Gal Stl, 4" dia	-12		\$22.00	(\$264.00)	(\$264.00)
8	Temp Chain Link Fence	-14		\$6.15	(\$86.10)	(\$86.10)
9	Retain Wall, Spec	-50		\$44.00	(\$2,200.00)	(\$2,200.00)
10	Retain Wall, Spec 2/new blocks	72.9		\$44.00	\$3,207.60	\$3,207.60
11	Topsoil, F & P, Vari depth	-40		\$22.00	(\$880.00)	(\$880.00)
					\$2,442.42	

Totals \$2,442.42 \$2,442.42

Amount of Original Contract: \$42,377.95
 Previous Change Orders: \$0.00
 Net Change to Date: \$2,442.42
 % of Original Contract Price: 5.76%

State fully the nature and reason for the change:

Measurement of final field quantities and completion of additional sidewalk
 and curb and gutter replacement, and additional retaining wall blocks.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or
 decreased by 30 days or more, one of the following statements shall be checked.

- ☐ The undersigned determine that the circumstances that necessitate this change were not
reasonably foreseeable at the time of the original contract.
- ☐ The undersigned determine that the circumstances that necessitate this change were not
within the contemplation of the contract as signed.
- ☒ The undersigned determine that this change is in the best interest of the local agency and is
authorized by law.

Date: December 15, 2014

Approved:

Date: December 15, 2014

Attest:

Mayor Ruben Pineda

City Clerk Nancy M. Smith