

**AGENDA**  
**Municipal Services Committee**  
**October 28, 2013**  
**6:30 P.M. – Council Chambers**

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
  - a. Stella’s, Marketplace at Darien, 2415 75<sup>th</sup> Street, Unit C2** – Petitioner requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District
  - b. Discussion** – Amending the Liquor Control Regulations, Section 3-3 of the City Code, increase the number of Class K liquor licenses from 4 to 5
  - c. Ordinance** - Approval of an amendment to the Darien Stormwater and Flood Plain Management Ordinance, Section 6B-1 of the City Code.
  - d. Ordinance** – Prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method
  - e. Resolution** – Accepting a proposal from All Star Maintenance, Inc. to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex as per the unit prices
  - f. Resolution** - Authorizing the City to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road
  - g. Minutes** – September 30, 2013 – Municipal Services Committee
- 4. Director’s Report**
  - a. Budget Comparison to Actual Expenditures**
- 5. Next scheduled meeting** – November 25, 2013
- 6. Adjournment**



Size of Property: 3.96 acres (retail lot)

Floodplain: Floodplain map does not show floodplain on this parcel.

Natural Features: None

Transportation: Property has frontage and access on 75<sup>th</sup> Street and Lyman Avenue.

### **Documents Submitted**

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

1. Site plan, 1 sheet.
2. Floor plan, 1 sheet.
3. Marketing information, 10 pages.

### **Planning Overview/ Discussion**

The petitioner proposes to open a drinking and eating establishment, a café/bar, within the Marketplace at Darien shopping center. The petitioner provided information on the proposed use and a generic layout of their establishment, included with this memo.

The proposed use includes video gaming. Video gaming licenses go through the State. The petitioner states they will seek local approval (zoning, liquor license and business license), then seek a gaming license with the State. They plan to open once they obtain their gaming license.

Stella's plans to locate next to the Vitamin Shop at the east end of the shopping center. The petitioner should address whether there is adequate parking to meet the needs of the existing businesses as well as theirs, such as when they expect their peak business activity to occur in relation to other businesses within the shopping center.

Under the Darien Zoning Ordinance, parking requirements for a shopping center are based on the square footage of the shopping center, not on individual businesses within the shopping center. There appears to be underutilized parking on the east side of the shopping center.

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

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

### **Staff Findings/Recommendations**

Staff supports the proposed use. The proposed use is consistent with uses typically located in a retail shopping center.

The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood, the proposed special use provides a public convenience at the location specified.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to grant the special use petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 is in conformance with the standards of the Darien City**

**Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – October 16, 2013**

The Planning and Zoning Commission considered this matter at its meeting on October 16, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the proposed location of the use, that the special use is for a bar/café and that they also plan to seek a video gaming license with the State.

Gary Leff, CEO/Founder Laredo Hospitality, and Charity Johns, VP of Operations, Laredo Hospitality, Stella's, the petitioners, were present. They described the use as focusing on the café aspect, creating a non-bar atmosphere for adults who want to be out and socialize but are not into going to a bar. They said the establishment is restricted to those 21 and older.

They said they plan to offer iPads for customers to check the news, play games, as well as other providing other games. They described the layout of the space, with the video gaming towards the back. They stated their target demographic skews older. They stated they have 6 locations ready to open but are waiting for their gaming license.

When asked how their establishment compared to others, such as Dotty's, Mr. Leff said they are aiming to create a premium experience, café focused over the gaming.

Commissioner Mallers asked about hours.

Mr. Leff said they plan to be open from 7:00 AM – 2:00 AM depending on what their liquor license permits.

Commissioner Mielkus asked how many gaming machines they would have.

Mr. Leff said they were limited to 5 per State law.

Commissioner Hickok asked what portion of their revenues will come from gaming.

Mr. Leff said they expect their net revenues to be 50/50 between the café and gaming.

Mr. Leff stated per State law, they are not permitted to touch the gaming machines. He stated they will partner with a company that will install, service, take care of the cash, etc., related to the gaming machines. He said this allows them to focus on their strength which is the café experience.

Commissioner Ritzert asked if kids would be allowed.

Mr. Leff said kids would not be allowed. He said if an adult brought a kid they would be told politely that kids were not allowed.

Chairperson Meyer asked if there was a drink limit.

Mr. Leff said they do not have a specific drink limit, but that each of their servers are trained to stop serving alcohol to a person when needed. He said they prefer the case-by-case approach.

Mr. Leff said they plan to offer beer and wine only in terms of alcohol, stating the establishment is not intended to attract a heavy drinking crowd.

Chairperson Meyer said she asked staff to comment on whether this type of establishment increased demand for police services.

Mr. Griffith stated the Darien Police Chief surveyed communities with similar establishments and found that there was not an increase in police activity.

There was not anyone from the public to offer comments.

**Without any further discussion, Commissioner Mallers made the following motion, seconded by Commissioner Hickok:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.**

### **Municipal Services Committee – October 28, 2013**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation:

Agenda Memo

PZC 2013-07: Stella's, Marketplace at Darien, 2415 75<sup>th</sup> Street

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**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

### **Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on October 16, 2013.

The Municipal Services Committee will consider this item at its meeting on October 28, 2013.

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LAREDO  
HOSPITALITY



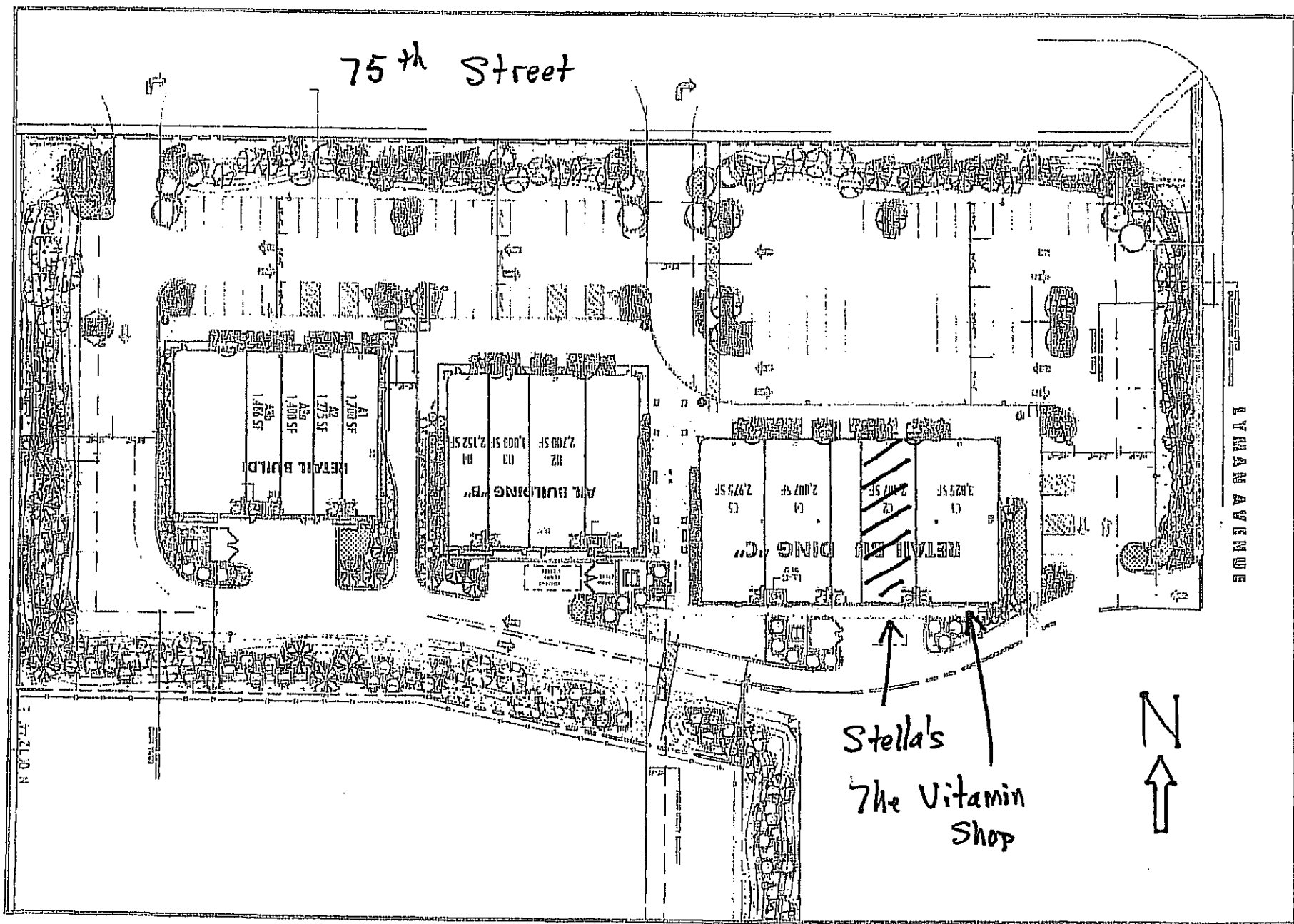
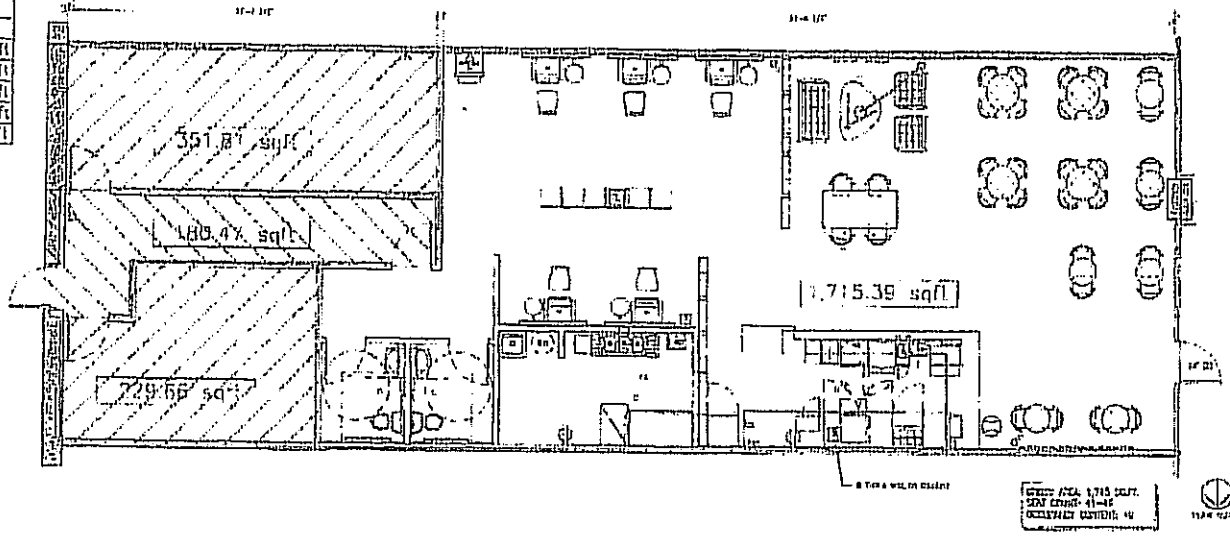


EXHIBIT A-3

Schlüssel-Tabelle	
Name	Area
PROP STORAGE #1	305.04 sqft
PROP STORAGE #2	229.66 sqft
COMMON SPACE	180.47 sqft
PROPOSED	1,715.30 sqft
	2,431.10 sqft

2415-D  
2,456.20 sqft



A

CLIENT: United Home Health Services, LLC  
 2415-D 10th Ave NE, Suite 211  
 Minneapolis, MN 55412-1110  
 TEL: 612-338-3170

PROJECT ADDRESS:  
 2415-D 10th Ave NE  
 Minneapolis, MN

DATE: 10/20/10  
 DRAWN BY: W. J. [unreadable]  
 CHECKED BY: [unreadable]  
 PROJECT MANAGER: [unreadable]

FOR PROPOSED FLOOR PLAN  
 BY: PILLAY'S - BAKEN  
 LICENSE EXPIRES: 10/31/11

DWG: 2415-D 10th Ave NE, Suite 211  
 DATE: 10/20/10  
 DRAWN BY: [unreadable]  
 CHECKED BY: [unreadable]  
 PROJECT MANAGER: [unreadable]

10/20/10 11:20:07 AM C:\Users\jwheeler\Desktop\2415-D 10th Ave NE\DWG\2415-D 10th Ave NE.dwg

## Questions for Special Use

1. *That the special use is deemed necessary for the public convenience at the locations specified:*

Stella's Place is an upscale neighborhood café and gathering place for adults to relax, enjoy a coffee, light meal, beer/wine and socialize with other adults in a non-bar environment. We also offer entertainment options including video gaming and iPad mini rentals that will have free apps for our patrons to enjoy.

2. *That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*

Stella's Place will not endanger the public health, safety or general welfare. Our staff will be fully trained and certified in all areas of operations, including Alcohol Awareness, food sanitation and overall safety. Our restaurant has a warm, clean and inviting look and feel from the inside as well as the outside. We have a regional management team that will ensure that it remains well-maintained and managed.

3. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*

Stella's Place is a quiet, upscale café where guests who prefer a café environment to a typical bar can go for dining specialty beverages and gaming. In no way will the proposed use have a negative impact or diminish/impair property values within the neighborhood.

4. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*

In no way will our operation impede development or improvement of the surrounding area. Stella's Place is a small café that will not have loud music, smoke or lighting that will cause conflict with and adjacent property.

5. *That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design,*

*landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.*

The character and appearance of the neighborhood will remain unchanged.

Construction will be limited to the inside of space only, no changes to the outside will be made that would alter the neighborhood character in any way.

- 6. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.***

Stella's Place would not require any additional facilities such as access roads and additional drainage.

- 7. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.***

Marketplace at Darien has ample parking for the businesses within the shopping center and adequate drives to accommodate the increase in traffic without causing congestion.

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

Stella's Place will abide by all laws and regulations established and required by the state, district and village.

# OUR BRAND



LAREDO  
HOSPITALITY

# RESTAURANT & HOSPITALITY EXPERIENCE

Laredo Hospitality is locally owned and operated. Together, we have over 50 years experience in the restaurant and hospitality industry.

Gary Leff – CEO / Founder  
Founder of Stir Crazy  
Lead design & development  
advisor for Rivers Casino, Des Plaines



Charity Johns – Vice President  
of Operations  
VP Operations, Cosi  
VP Operations, Jamba Juice  
Senior Manager, Starbucks



Stella's  
PLACE

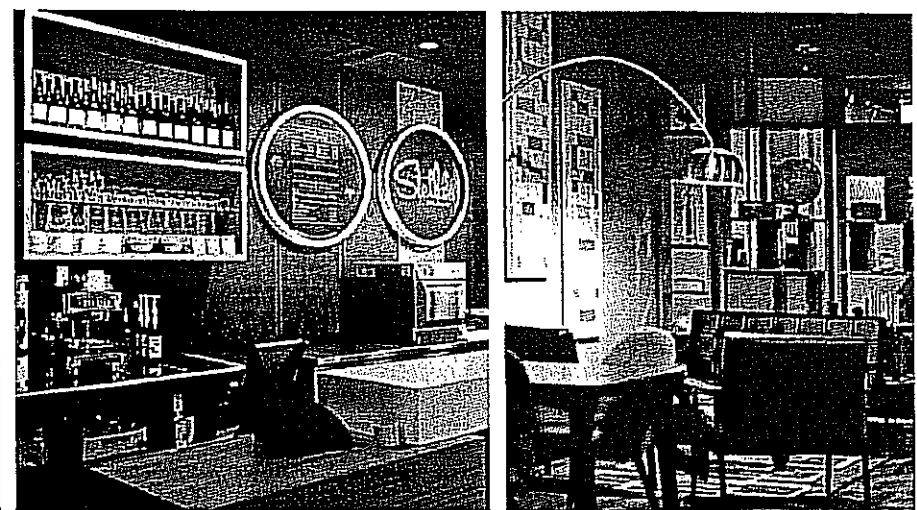
A neighborhood café and gathering place for adults to enjoy a light meal and gaming in the comfort of a professional and friendly environment



LAREDO  
HOSPITALITY

Stella's  
PLACE

Stella's will offer highly personalized service, superior amenities and a warm, welcoming environment




LAREDO  
HOSPITALITY





Stella's menu features a variety of dining options — from a nutritious, hot breakfast to a selection of small plates that can be enjoyed alone or shared with friends



### LITE BITES

<b>BAVARIAN SOFT PRETZEL TWISTS</b> Warm pretzel bread served with melted cheddar cheese dipping sauce	4.25
<b>SPINACH ARTICHOKE DIP</b> A warm blend of creamy spinach, tender artichokes and melted cheese, served with baked pita chips	4.75
<b>BAKED CHICKEN WINGS</b> Lightly seasoned oven roasted wings tossed in your choice of a tangy BBQ sauce, an Asian sweet chili sauce or our buffalo hot sauce	6.75
<b>FALAFELS</b> Served with baked pita chips	6.25
<b>DEVILED EGGS</b>	2.50
<b>CRISPY TATER TOTOS</b>	2.00
<b>TURKEY CILILY</b> A white bean chili with chunks of tender turkey, peppers, onions and chiles with a hint of pineapple	4.25
<b>CHICKEN NOODLE SOUP</b>	6.25

### MINI'S


SMALLER PORTION SIZES

<b>MINI HOT DOGS</b> 3 hot dogs with your choice of toppings	4.25
<b>MINI BRATISLAVA</b> 3 spicy bratwurst with mustard	4.25
<b>BEEF BLINDERS</b> Topped with cheddar jack cheese and served on wild pretzel bread	6.25
<b>CRISPY CHICKEN BLINDERS</b> Topped with all the fixin's and served on wild pretzel bread	6.25
<b>MINI MEXICAN BONDIES</b> Served in a rich mushroom sauce, topped with all natural nacho cheese	4.25

### FLATBREADS

WITH SPREAD, FRESH TOMATOES, CUCUMBERS, ONIONS AND GARLIC DRESSING

<b>CHEESE</b>	4.99
<b>FIRE ROASTED VEGGIE</b>	5.99
<b>SAUSAGE AND ROASTED VEGGIE</b>	5.99
<b>PEPPERONI</b>	5.99



### CLASSICS

SERVED WITH CHIPS

<b>GRILLED CHEESE SANDWICH</b> Made with Traditional American cheese	4.25
<b>EGG SALAD SANDWICH</b> Egg's homemade recipe	4.25
<b>TUNA SALAD SANDWICH</b> Made with light mayo	4.25

### BREAKFAST

GLAZED PANCAKES, OMELETTES

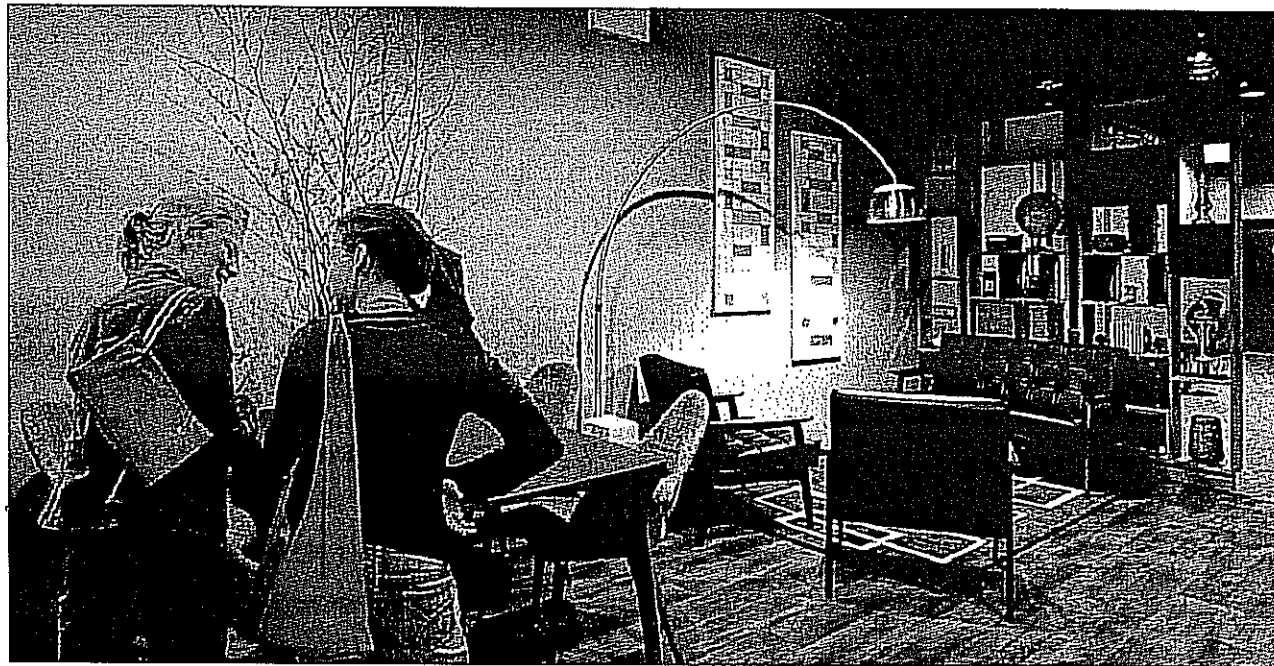
<b>FRESHLY BAKED MUFFINS</b> Your choice of Triple Berry, Banana Nut or Apple Pecan. Served warm out of the oven with butter or jam	2.00
<b>FRESHLY BAKED BAGELS</b> Your choice of Plain, Cheddar Cheese or Ashes Cheese served with cream cheese, jam or butter	2.00
<b>WARM CITRUS ROLL</b> Fresh out of the oven drizzled with fresh white icing	2.25
<b>STEEL CUT OATMEAL</b> Served with brown sugar and nutmeg	3.50
<b>EGG AND CHEESE BAGEL SANDWICH</b> Our choice breakfast sandwich with scrambled fluffy eggs and cheddar jack cheese on your choice of freshly toasted bagel	3.50
<b>SAUSAGE EGG AND CHEESE BAGEL SANDWICH</b> Crispy sausage, fluffy eggs and cheddar jack cheese on your choice of freshly toasted bagel	4.50
<b>ROASTED PEPPER AND EGG SANDWICH</b> Fire roasted peppers and fluffy eggs on your choice of freshly toasted bagel	3.75
Includes egg omelette for \$1.00	

### SWEETS

<b>FRESHLY BAKED COOKIES</b> Chocolate Chip, White Chocolate Macadamia Nut, Oatmeal Raisin and Cherry Chocolate Chip	1.99
<b>MINI CHOCOLATE LAVA CAKE</b>	2.50
<b>MINI APPLE TART</b> Served warm	3.50

# GUEST PROFILE

- Is an adult (age 35 – 75) from the local community
- More likely to be female (60%)
- Prefers a café environment to a typical bar
- Appreciates personalized service
- Enjoys gaming as a form of entertainment



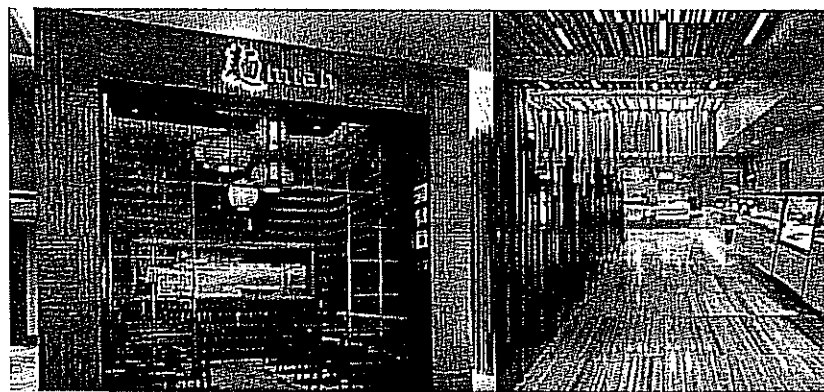
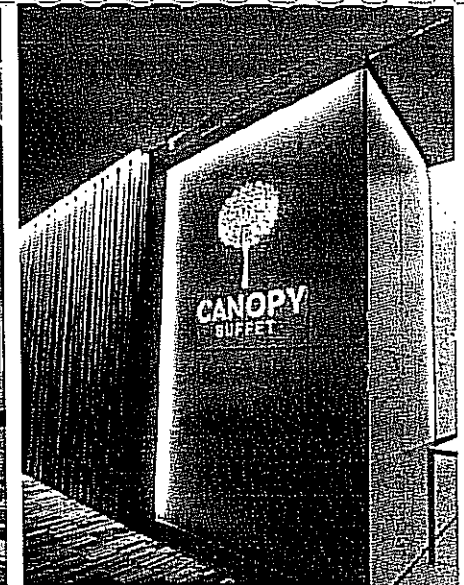
# DESIGN TEAM

## DMAC

The award-winning, Chicago-based architecture firm, led by Principal Dwayne MacEwen, specializes in casino and hospitality environments.

## StudioLAB

The Toronto-based branding and design firm, led by Cathy Jonasson, has over 15 years of international experience in developing signature brands.



LAREDO  
HOSPITALITY

# WHY LAREDO HOSPITALITY?

Local owner and operators committed to  
being on-site regularly

Highly experienced restaurant and hospitality professionals  
with a passion to deliver only the best experiences

Provides an attractive and unique experience  
for residents and visitors

Will generate significant tax revenues for the community

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: October 28, 2013**

**Issue Statement**

**Class K Liquor License:** Discussion on amending the Liquor Control Regulations, Section 3-3 of the City Code, increase the number of Class K liquor license from 4 to 5.

**Overview/Discussion**

Stella's has petitioned for special use approval for an eating and drinking establishment at 2415 75<sup>th</sup> Street, Marketplace at Darien shopping center. The special use petition has been considered by the Planning and Zoning Commission.

Stella's has applied for a Class K liquor license. However, there is not a Class K license available. Currently, the following establishments have a Class K liquor license: Hokkai, Café Smilga, Buona Beef and Red Bowl. Therefore, staff has drafted an ordinance to add a license to this class.

The proposed amendment follows, Section 3-3-7-11(C):

3-3-7-11: CLASS K LICENSE:

(A) A class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(C) The number of class K licenses shall be ~~four~~ (4) *five* (5).

(D) The annual fee for a class K license shall be one thousand five hundred dollars (\$1,500.00).

**Staff Findings/Recommendations**

Staff recommends the Committee make a recommendation approving the proposed amendment.

**Decision Mode**

The Municipal Services Committee will consider this matter at its meeting on October 28, 2013.

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**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: October 28, 2013**

**Issue Statement**

**Stormwater Management and Floodplain Ordinance, 2013 Update:** Approval of an amendment to the Darien Stormwater and Flood Plain Management Ordinance, Section 6B-1 of the City Code.

**Discussion/Overview**

Earlier this year, DuPage County adopted updates to the Countywide Stormwater Management and Floodplain Ordinance. The City of Darien needs to adopt these changes.

The ordinance update can be summarized as follows:

First, the ordinance adopts the latest version of the County Stormwater Ordinance. The primary change in the 2013 adoption is to the section on Post Construction Best Management Practices (PCBMP). The 2012 ordinance provided that a development with greater than 2,500 square feet of net new impervious surface was required to provide both infiltration of stormwater and means to improve water quality through pollutant removal. The 2013 revision allows that if the design incorporates the required infiltration or the design incorporates a naturalized detention basin, then the BMP requirement is considered to have been met. This removes the duplicative requirement. The ordinance allows for a fee-in-lieu payment if, in the opinion of the City, providing the BMP is not practical.

Secondly, we have added a provision to the adoption that would allow the City to collect any fee-in-lieu payments for BMPs, as opposed to the payments going to the County. The City would administer expenditure of collected funds, which would have to be used for water quality and infiltration projects. It is anticipated that at some point in the future, the IEPA may require the City to start providing water quality improvements, and this would provide a means to fund such projects. As drafted, the ordinance would also allow the City to provide funding to the Park District or a school district for such projects.

A draft ordinance is attached.

**Staff Findings/Recommendation**

Staff recommends the Committee make a recommendation to approve the 2013 update to the DuPage County Countywide Stormwater and Floodplain Management Ordinance.

**Alternate Consideration**

There are no alternate considerations.

**Decision Mode**

The Municipal Services Committee will consider this item at its meeting on October 28, 2013.

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**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY CODE  
OF THE CITY OF DARIEN  
TITLE 6B, CHAPTER 1  
STORMWATER AND FLOODPLAIN MANAGEMENT**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the  
City of Darien, DuPage County, Illinois,  
This \_\_\_\_\_ day of \_\_\_\_\_,  
2013.**

**AN ORDINANCE AMENDING TITLE 6B, CHAPTER 1,  
“STORMWATER AND FLOODPLAIN MANAGEMENT”, OF THE CITY CODE  
OF THE CITY OF DARIEN**

**WHEREAS**, the City of Darien had previously adopted a Stormwater and Floodplain Management Ordinance; and

**WHEREAS**, in order to comply with DuPage County’s requirements for mitigating Stormwater runoffs, the City adopted certain articles of the **DuPage Countywide Stormwater and Floodplain Ordinance**; and

**WHEREAS**, the City of Darien has amended its Ordinance from time to time to comply with various amendments to the DuPage County Countywide Stormwater and Floodplain Ordinance; and

**WHEREAS**, DuPage County amended its Ordinance in April 2013; and

**WHEREAS**, the City finds it necessary to amend its Ordinance to be in compliance with the DuPage County 2013 amendments.

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

**SECTION 1:** That the DuPage County Countywide Stormwater and Flood Plain Ordinance, April 2013 Edition, is hereby adopted by the City of Darien, with the amendments set forth in Section 3 of this Ordinance.

**SECTION 2:** That Title 6B, Chapter 1 of the City Code of the City of Darien, entitled ‘STORMWATER AND FLOOD PLAIN MANAGEMENT’ is hereby amended by deleting all reference to the language “August 2008” contained therein in its entirety and in lieu thereof, the following language shall be substituted: “April 2013”.

**SECTION 3:** That Title 6B, Chapter 1, Section 3, of the City Code of the City of Darien, entitled “General Requirements”, is hereby deleted in its entirety and in lieu thereof, the following language shall be substituted:

6B-1-3: GENERAL REQUIREMENTS: The City hereby adopts by reference the following articles of the DuPage County Countywide Stormwater and Flood Plain Ordinance, (on file with the City as Exhibit A), adopted by the DuPage County Board on September 24, 1991, and as amended in April 2013 with special provisions to read as follows, which are either more restrictive than the County requirements as determined by the City:

1. Article I – Authority and Purpose – No Change.
2. Article II - Administration – No Change.
3. Article III – General Provisions – Section 15-24 is hereby amended by adding paragraph 15-24.E. thereto as follows:

15-24.E A copy of the current Official List of Exempt Developments, as approved by the Committee, shall be on file with the City Clerk of the City of Darien.

4. Article IV – Stormwater Management Certifications –
  - a. Section 15-47 is hereby amended by adding paragraphs A.8-A.10 thereto to read as follows:

15-47.A.8 A proposed Grading Plan shall be submitted for review.

15-47.A.9 A spotted survey shall be submitted after foundation walls are constructed showing top of foundation elevations and dimensions prior to framing.

15-47-A.10 A record Grading Plan, “as-built grades”, shall be submitted at time of request for Certificate of Occupancy.

b. Section 15-42 is hereby amended by adding paragraphs 15-42.F thereto to read as follows:

15-42.F Schedule of Permit Fees for the City of Darien is as follows:

15-42.F.1 For the surveys and plans required in Sections 15-47.A.8 and 15-47-A.9:

15-42.F.1.a \$50.00 for initial submittal

15-42.F.1.b \$25.00 for any resubmittal of any of the surveys

15-42.F.2 For the Stormwater Certification Submittal required in Section 15-47

15-42.F.2.a Preliminary Plan- \$200.00/acre; Resubmittals - \$100.00/acre

15-42.F.2.b Final Engineering Plans- \$300.00/acre; Resubmittals- \$200.00/acre

15-42.F.2.c Acre is based upon entire parcel, not the area under development

5. Article V- Certification Submittals – No Change.

6. Article VI – Performance Security and Easements – Section 15-54 is hereby amended by adding paragraph A.6 thereto to read as follows:

15-54.A.6 In the event a developer is required to post a security to insure the faithful performance of other public improvements (e.g., sanitary sewer, water main, streets, sidewalk, street lights) outside those included in this Ordinance, he/she may combine the respective amounts into one security in an amount acceptable to the Administrator.

7. Article VII – Soil Erosion and Sedimentation Control Requirements – No Change.

8. Article VIII – Post Construction Best Management Practices – No Change.

9. Article IX – Site Runoff Conveyance, Storage and Field Tiles – No Change.

10. Article X – Flood Plain Management –

- a. Section 15-81 is hereby amended by adding paragraph 15-81.B.8 thereto to read as follows:

15-81.B In areas outside the boundary of the regulatory floodplain all usable space in new buildings, or added to existing buildings shall either be elevated, flood proofed, or otherwise protected such that the lowest entry be at least two feet above the adjacent base flood elevation to prevent the entry of surface stormwater. Floodproofing devices shall be operational without human intervention. If electricity is required for protection against flood damage, there shall be a backup power source which will activate without human intervention. Floodproofing measures shall be certified by a professional engineer.

- b. Section 15-81.C.1 is hereby amended to read as follows:

Temporary or permanent storage of the following are prohibited unless elevated or floodproofed to two feet above the base flood elevation:

- c. Section 15-81.C.3 is hereby amended to read as follows:

Sanitary sewer systems and water distribution systems shall be designed to minimize or eliminate infiltration or inflow of flood waters and discharge of sewage. Sanitary manholes constructed within flood plain areas must have rim elevations thirty inches (30”) above the base flood elevation or must be provided with watertight, lock-type covers.

11. Article XI – Wetlands – No Change.

12. Article XII – Buffers – No Change.

13. Article XIII – Fee-in-Lieu Programs – Section 15-98.B is amended to read as follows: The City of Darien shall collect fee-in-lieu payments for Post Construction Best Management Practices, when approved by the Administrator, and shall operate a fee-in-lieu program in accordance with the fee structure as outlined in this ordinance. Fees collected shall be used by the City to construct projects that will enhance water quality and infiltration PCBMP treatments. The City may, at its discretion, make available use of these funds to other entities such as the Darien Park District, school districts, and other entities for appropriate use within the City of Darien.
14. Article XIV – Prohibited Acts/Enforcement/Penalties – No Change.
15. Article XV – Appeals – No Change.
16. Article XVI – Variances – No Change.
17. Article XVII – Miscellaneous Provisions – No Change.
2. Appendix A – Acronyms, Initialisms, and Definitions – The following words as used in this Chapter shall be defined as follows:
  - a. Administrator – The Director of Public Municipal Services of the City of Darien.
  - b. Oversight Committee – The Mayor and City Council of the City of Darien.
  - c. Flood Protection Elevation (FPE) – The base flood elevation plus two feet of freeboard. If an approved FEQ Watershed plan model produces a higher elevation than the regulatory BFE, the FPE shall be the FEQ flood of record elevation plus two foot of freeboard.

ORDINANCE NO. \_\_\_\_\_

**SECTION 4:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 5:** That all General Certifications as adopted by Du Page County, and added to or amended from time to time, are hereby adopted.

**SECTION 6:** That this Ordinance shall be in full force and effect ten (10) days from and after passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR AND CITY COUNCIL OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

\_\_\_\_\_  
**KATHLEEN A. WEAVER**

**ATTEST:**

\_\_\_\_\_  
**JOANNE RAGONA, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**AGENDA MEMO**  
**Municipal Services**  
**October 28, 2013**

**ISSUE STATEMENT**

A ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method.

**BACKGROUND/HISTORY**

On February 21, 2012 the City Council passed an ordinance prohibiting the use of groundwater as potable water within 530 feet of 7533 South Cass Avenue. This was done because this address was previously a gas station with underground storage tanks that leaked and contaminated the soils. As part of the remediation process, the City needed to restrict use of groundwater within 530 feet of this property in order to obtain a "No Further Remediation" letter from the IEPA.

The City's property at 7515 S. Cass Avenue was also contaminated from a Dry Cleaner with chemical spills. As part of the remediation and cleanup of this site, the City's environmental consultant submitted the ordinance passed on February 21, 2012. The IEPA rejected the ordinance and said they wanted the ordinance passed with their language. One issue they had with the ordinance is that the map was hand drawn and followed property parcels, not roads. This was concerning to them because property lines could be redrawn in the future, and they preferred the boundaries be roadways. After staff contacted the environmental consultant for BP Amoco, they found BP was having similar problems. This new ordinance is recommended by the environmental consultants based on recommendations from the IEPA, and includes language and maps for the restricted area for both sites so both consultants can again apply for a NFR letter. It is in the form they have requested. It repeals the old ordinance.

If the City does not pass the ordinance, or the IEPA rejects it, the City may need to go through additional steps to clean up the property, as new regulations on testing have passed since the passage of the ordinance.

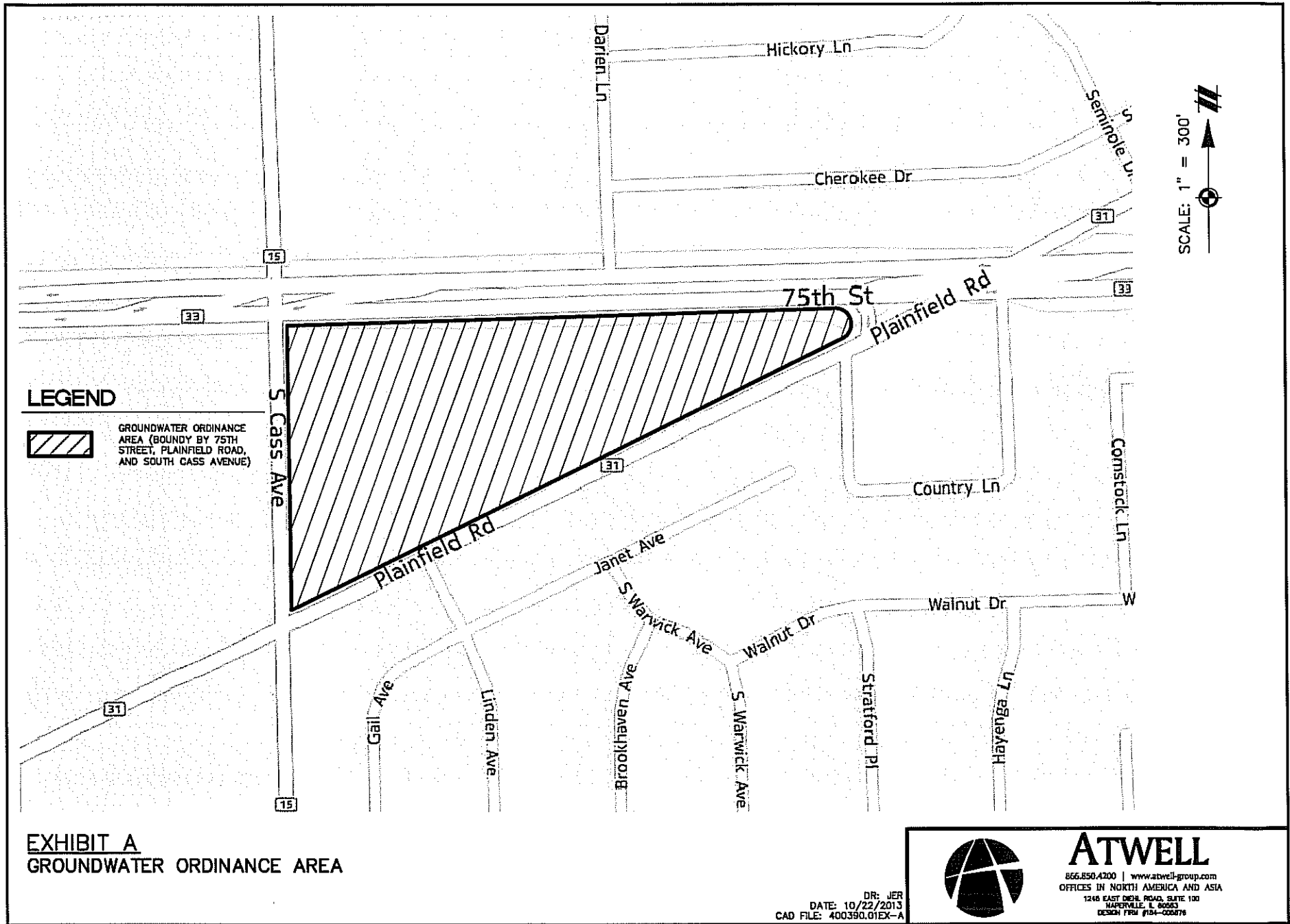
**STAFF/COMMITTEE RECOMMENDATION**

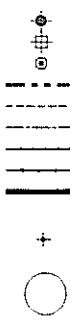
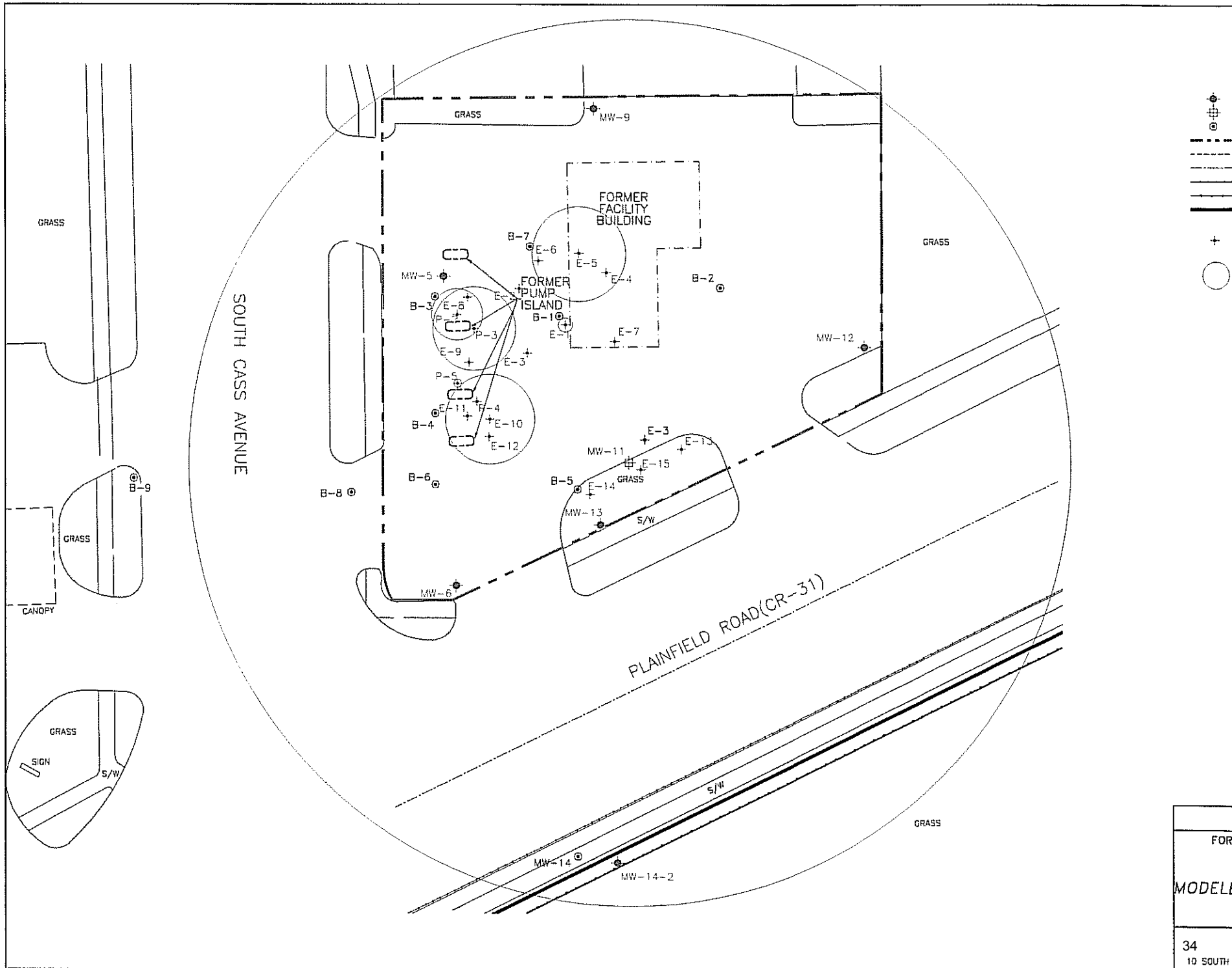
Staff recommends approving the agreement.

**ALTERNATE CONSIDERATION**

Not approving the agreement is an alternate consideration.







FOR  
 MODEL  
 34  
 10 SOUTH

**ORDINANCE NUMBER \_\_\_\_\_**

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN THE CITY OF DARIEN, ILLINOIS (AMENDING TITLE 6C, "WATER DIVISION", BY REPEALING CHAPTER 5 AND ADDING NEW CHAPTER 5, "REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA OF THE CITY OF DARIEN, ILLINOIS")**

WHEREAS, the City of Darien is a home rule unit of government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

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

WHEREAS, a certain property within the City of Darien (the "City"), located at the northeast corner of South Cass Avenue and Plainfield Road, Illinois has been used over a period of time as a gas station; and

WHEREAS, a certain property within the City of Darien (the "City"), located at 7515 South Cass Avenue, Illinois has been used over a period of time as a dry cleaners; and

WHEREAS, because of these said uses, concentrations of certain chemical constituents in the groundwater beneath these properties may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive reuse of properties that are the source of said chemical constituents in a certain area adjacent to the properties located at the intersection of South Cass Avenue and Plainfield Road, with common addresses of 7515 South Cass Avenue and 7533 South Cass Avenue in the City of Darien, Illinois (the "Site") as legally described in Exhibits A and depicted on Exhibits B, said Exhibits being attached hereto and incorporated herein; and

WHEREAS, the property subject to the groundwater prohibition authorized within the City herein consists of parcels with PIN (see insert), and roadways subject to the jurisdiction of the Village in that area as shown within the black lined box on Exhibits B; and

WHEREAS, the City of Darien previously passed an ordinance with the intent to limit potential threats to human health from groundwater contamination, but the IEPA has recommended language and map modifications to the ordinance for these sites;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS as follow:

**SECTION 1:** Title 6C, "Water Division," of the City of Darien City Code, as amended, is hereby further amended by adding new Chapter 5, "Regulation of Potable Water Supply Wells in a Designated Area of the City of Darien, Illinois," to read as follows:

**CHAPTERS  
REGULATION OF POTABLE WATER  
SUPPLY WELLS IN A  
DESIGNATED AREA**

SECTION:

6C-5-1: Title

6C-5-2: Definitions

6C-5-3: Use of Groundwater As A Potable Water Supply Prohibited

6C-5-4: Penalty

6C-5-1: **TITLE:** This Chapter shall be known as *REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA*.

6C-5-2: **DEFINITIONS:** As used herein, the following terms shall have the meanings hereinafter ascribed to each term:

**PERSON:** Any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

**POTABLE WATER:** Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

6C-5-3: **USE OF GROUND WATER AS A POTABLE WATER SUPPLY PROHIBITED:** The use or attempt to use as a potable water supply groundwater from within the corporate limits of the City of Darien, in that area of the City as depicted in Exhibits B, by the installation or drilling of wells or by any other method is hereby prohibited, as identified by the IEPA. This prohibition expressly includes the City of Darien and any other unit of local Government.

6C-5-4: **PENALTY:** Any person violating the provisions of this Chapter shall be subject to a fine of not less than Seventy-Five Dollars (\$75.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each such violation. A separate violation shall be deemed committed on each day during or on which a violation occurs or continues.

**SECTION 2: Repealer.** Any ordinance or part of any ordinance that conflicts with the provisions of this Ordinance, including O-06-12, is hereby repealed insofar as it is in conflict with this Ordinance.

**SECTION 3: Severability.** If any provision of this Ordinance or its application to any person or under any circumstances is adjudicated invalid of a court having competent jurisdiction, such adjudication shall not affect the validity of the Ordinance as a whole or any portion not adjudicated invalid.

**SECTION 4:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance 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 that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_**

ADOPTED: \_\_\_\_\_  
(Date)

APPROVED: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City Clerk)

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
City Attorney

Officially published this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**EXHIBIT A**  
**Legal Description**

7515 S. Cass Avenue:

THE WEST 175 FEET OF LOT 4 IN BROOKHAVEN PLAZA BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-27-300-002; 09-27-300-003

7533 S. Cass Avenue:

LOT 2 IN BROOKHAVEN PLAZA, A SUBDIVISION IN THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RRANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (EXCEPTING THE EAST 1 ACRE OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD, AS DESCRIBED IN QUIT CLAIM DEED TO CONRAD BUSCHMAN, RECORDED OCTOBER 11, 1893 AS DOC. 53564) ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1929 AS DOCUMENT 932271, IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOT 2 LYING SOUTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF LOT 2 WHICH IS 20.00 FEET NORTHERLY (MEASURED ALONG SAID WEST LINE) FROM THE SOUTHWEST CORNER OF SAID LOT 2 TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 2 WHICH IS 20.00 FEET NORTHEASTERLY (MEASURED ALONG SAID SOUTH LINE) FROM SAID SOUTHWEST CORNER OF LOT 2.

PIN: 09-27-300-013

**EXHIBIT B**  
**Proposed Groundwater Ordinance Maps**

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 28, 2013**

**ISSUE STATEMENT**

A resolution accepting a proposal from All Star Maintenance Inc. to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex as per the unit prices.

**BACKGROUND**

During the snow season, the department is responsible for the snow plowing and deicing operations at the Heritage Center and the City Hall grounds. The City crews currently plow the Municipal Complex parking lot only. Due to the required manpower for the snow plowing and deicing operations of the City's roadways, staff is unable to perform snow removal and/or deicing operations for the sidewalks at the Municipal Complex and the Heritage Plaza. Some of the costs generated for the services of Heritage Plaza are reimbursable to the City from the tenants.

Competitive quotes were requested for snow plowing services and/or deicing services and staff had received two quotes. See Attachment A. The lowest competitive quote was All Star Maintenance Inc.

The proposed expenditure for the Municipal Complex will be expended from Account No 01-30-4223 and Account No 01-75-4227 for the Heritage Center. The total estimated costs for all snow related operations are estimated to be approximately \$11,500.00 pending weather events. See Attachment A. All Star Maintenance has provided satisfactory snow plowing services for the City in the past.

**STAFF RECOMMENDATION**

The staff recommends approval of the resolution accepting a proposal from All Star Maintenance Inc. to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and de-icing services at the Municipal Complex as per the unit prices

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 4, 2013 City Council agenda for formal approval.



<b>SNOW PLOWING SERVICES CITY HALL AND HERITAGE CENTER</b>		
<b>Description</b>	<b>All Star Maintenance</b>	<b>Beverly Snow &amp; Ice</b>
<b>City Hall and Police Department</b>		
Sidewalk Clearing-Per Event	\$ 150.00	\$ 364.00
Salting of Sidewalk-Per Event	\$ 60.00	\$ 250.00
<b>Total Costs</b>	<b>\$ 210.00</b>	<b>\$ 614.00</b>
<b>Heritage Center</b>		
Parking Lot and Sidewalk Clearing-Per Event	\$ 150.00	\$ 221.00
Salting of Parking Lot and Sidewalk-Per Event	\$ 100.00	\$ 221.00
<b>Total Costs</b>	<b>\$ 250.00</b>	<b>\$ 442.00</b>
<b>PROPOSED QUANTITY AND COSTS</b>		
<b>Proposed Frequencies</b>	<b>All Star Maintenance</b>	<b>Beverly Snow &amp; Ice</b>
<b>City Hall and Police Department-Account 01-30-4223</b>		
25	\$ 3,750.00	\$ 9,100.00
25	\$ 1,500.00	\$ 6,250.00
<b>Sub Total</b>	<b>\$ 5,250.00</b>	<b>\$ 15,350.00</b>
<b>Heritage Center-Account 10-75-4227</b>		
25	\$ 3,750.00	\$ 5,525.00
25	\$ 2,500.00	\$ 5,525.00
<b>Sub Total</b>	<b>\$ 6,250.00</b>	<b>\$ 11,050.00</b>
<b>Total Yearly Cost Estimate</b>	<b>\$ 11,500.00</b>	<b>\$ 26,400.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STAR MAINTENANCE INCORPORATED TO PROVIDE SNOW PLOWING AND DEICING SERVICES FOR THE PARKING LOT AND WALKWAYS AT THE DARIEN HERITAGE CENTER AND THE SIDEWALK PLOWING AND DEICING SERVICES AT THE MUNICIPAL COMPLEX AT THE PROPOSED SCHEDULE OF PRICES THROUGH APRIL 30, 2014**

**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 accepts a proposal from All Star Maintenance Incorporated at the proposed schedule of prices to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex through April 30, 2014, attached hereto as "Exhibit A".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# CITY OF DARIEN

## 2013-14 SNOW REMOVAL AND SALTING SERVICES

Vendor Name: All-Star Maintenance Five

The City of Darien is seeking quotes for the services of snow plowing, shoveling and deicing services for the following:

City Hall - 1702 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Police Department - 1710 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Heritage Center - 7515 South Cass Avenue - Snow plowing and salting of the parking lot and snow shoveling and salting of all sidewalks, and entrances. The vendor shall supply the salt for the parking lot and sidewalk. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Snow plowing services shall begin after a 1 inch accumulation and within every two hours after, until the snow event ends. Each event constitutes a separate payment.

**EXAMPLE 1**

Storm Event-1-inch snowfall-shoveled and salted=1 event  
Total Events=1

**EXAMPLE 2**

Storm Event-Ongoing snowfall 1<sup>st</sup> Shovel and salt=1 event  
2 hours later- Shovel and salt=1 event  
2 hours later- Shovel and salt=1 event  
Total Events=3

The City reserves the right to terminate any and all services.

City Hall and Police Department

Sidewalk clearing (per event)	\$ 150.00
Salting of sidewalks (per event)	\$ 60.00
City of Darien will provide the salt	
City of Darien will be responsible for plowing of parking lot	

Heritage Center

Parking lot & sidewalk clearing (per event)	\$ 150.00
Parking lot & sidewalk salting (per event)	\$ 100.00
Contractor to provide salt	

Total Costs \_\_\_\_\_ \$ \_\_\_\_\_

Quotes due by Wednesday, October 9, 2013 at 11:00 a.m.

Contractor

Provides equipment & labor

Insurance

Proposal good through April 30, 2014

Submitted by:

Jim Hand  
Contract Name

10-1-13  
Date

P O BOX 601 westman T.C. GUSTY  
Address

670-655-8777  
Office Number

BUSTANGG21@net.com  
E-mail address

603-308-6100  
Cell phone number

**AGENDA MEMO**  
**Municipal Services Meeting**  
**October 28, 2013**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road.

**BACKGROUND**

Please recall earlier this year there were several residents impacted by the heavy rain events that had caused storm water seepage into residential structures on Iris Road. The staff had also determined that flooding was also caused by sanitary backups in one residence. During the significant storm events, staff assisted in pumping out basements and ditches to convey water downstream. The existing underground storm sewer was constructed in the early 1960's and has been added on by residents as they built over the years. Staff has further identified that the storm sewer infrastructures consist of various sized pipes and the pipes and structures hold water continuously. The existing ditches also do not convey storm water properly. Attached and labeled as Attachment A, please find correspondences regarding the Iris Road drainage. The ditch catalogue called out for the ditch to be completed in 2014 due to the road being resurfaced in 2015.

The proposed engineering study, labeled and attached as Attachment B, would authorize Christopher B. Burke Engineering to proceed with the surveying of the properties adjacent to Iris Road, including the existing storm sewer system and the open ditches. After the surveying is completed, CBBEL will design a storm conveyance system to eliminate localized residential structure flooding. In addition, there may be several side yard easements required for this project and would be identified after the surveying. A separate resolution will be required for the easements and will be forthcoming. Typically the department has an employee, Pete Kilianek, with the ability to survey ditches. Once the surveying is completed, staff is able to create a plan and implement a drainage project. Due to complexity of the tributary drainage of the area, staff does not have the expertise and equipment necessary to complete the surveying task.

The proposed engineering study was not contemplated for the FY 13-14 Budget. Upon review of the projects completed within the Capital Projects Fund the fund does have the ability to absorb the proposed cost. Staff is requesting that the engineering study be completed at this time as it would give us the ability to bid the drainage project along with other similar projects for an economy of scale. The staff would bid the top five drainage projects in January 2014, and would present the projects at the budget meetings for budget consideration. Pending funding, the projects would be slated to coincide with the FY14-15 Budget.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY13-14 BUDGET</b>	<b>YEAR TO DATE TO EXPENDITURE</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
25-35-4376	Capital Projects Drainage Improvements	\$808,000.00	\$ 737,409.00	\$ 20,500.00	\$ 50,091.00

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$20,500.00.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the agenda for the November 4, 2013 City Council agenda for formal approval.

# W001271-062210 - Stormwater Drainage Request/Complaint

## Request Location

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Address 1: 122 Iris Rd  
 Address 2:  
 City: Darien  
 State/Province: IL  
 Zip/Postal Code: 60561

## Stormwater Drainage Request/Complaint Details

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### Stormwater Drainage Request/Complaint Details

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Description of Stormwater Issue: Reditch frontage of property to allow storm water to flow - 4 to 1 slopes  
 Stormwater Drainage Issue: see attached

## Notes

Note	Created	Modified
Restoration was completed awhile ago.	9/27/2010 1:37:00 PM by Kris Throm	9/27/2010 1:37:00 PM by Kris Throm
1-4 ditched needs restoration	7/13/2010 11:54:00 AM by David Fell	7/13/2010 11:54:00 AM by David Fell

## Message History

Date
On 6/22/2010 10:25:39 AM, Ashley Prueter wrote: Request was created by staff

## Request Details

---

Reference No: W001271-062210  
 Created By: Ashley Prueter  
 Create Date: 6/22/2010 10:25 AM  
 Update Date: 9/27/2010 1:37 PM  
 Completed/Closed: Yes  
 Close Date: 9/27/2010 1:37 PM  
  
 Status: Completed  
 Priority: Medium  
 Assigned Dept: Municipal Services  
 Assigned Staff: Daniel Salvato

Customer Name: Richard Schwartz  
Email Address: (not specified)  
Phone: 6309640213  
Group: (Not Specified)  
  
Source: Internal- Employee



## W001735-041911 - Stormwater Drainage Request/Complaint

### Request Location

Address 1: 144 Iris  
 Address 2:  
 City: Darien  
 State/Province: IL  
 Zip/Postal Code: 60561

### Stormwater Drainage Request/Complaint Details

#### Stormwater Drainage Request/Complaint Details

Description of Stormwater Issue: culvert under drive sinking, water not draining  
 Stormwater Drainage Issue: see above

### Notes

Note	Created	Modified
Pipe replaced at 146 and 144 Iris, waiting for asphalt patching	6/20/2011 9:00:00 AM by David Fell	6/20/2011 9:00:00 AM by David Fell
Dave Replace these culverts @ (144) and also at same time (146) Iris. I realize these two to be the probable high point on the block but also see a inbetween drives drainage need. These are both very shallow pipes and should be replaced with 12 in. tin and both aprons patched for the damage we do to them. I spoke with Carol today as you never got to this w/o I assigned you. Her concern is that she believes her sump pump cant over come the short term pool elevation that takes place during heavey rains at her drive. After I spoke about a back flow preventer she should have I assured her her pump can continue to push water to the front. I bought us more time for our schedule and stated we would have this done mid to late summer.	5/25/2011 1:14:00 PM by Daniel Salvato	5/25/2011 1:14:00 PM by Daniel Salvato

### Message History

Date
On 4/19/2011 11:25:20 AM, Ashley Prueter wrote: Request was created by staff

### Request Details

Reference No: W001735-041911  
 Created By: Ashley Prueter  
 Create Date: 4/19/2011 11:25 AM  
 Update Date: 7/20/2011 8:48 AM

Completed/Closed: Yes  
Close Date: 7/20/2011 8:48 AM

Status: Completed  
Priority: Medium  
Assigned Dept: Municipal Services  
Assigned Staff: David Fell

Customer Name: Carol Guttello  
Email Address: (not specified)  
Phone: 6309869327  
Group: (Not Specified)

Source: Walk-In

10805

CITY OF DARIEN  
WORK ORDER REQUEST

SENT  
TO  
CITY  
HALL  
7/28/08

Date: 6/18/08

Report Taken By: Ray

Address of property or intersection: 118 IRIS

Called in by: Randy Holtmark E-mail address: \_\_\_\_\_

Address of Caller: \_\_\_\_\_

Phone # of Caller: (H) 230-0414 (C) \_\_\_\_\_

Description of request: \_\_\_\_\_

Standing water in ditch  
Spoke with someone last year

Forward for review by: PW Streets X (BOB) PW Water \_\_\_\_\_  
Planner \_\_\_\_\_ Director \_\_\_\_\_ Police Dept \_\_\_\_\_  
Code Enforcement \_\_\_\_\_ City Administrator \_\_\_\_\_ Other \_\_\_\_\_

Disposition: MET w/ RANDY'S WIFE Explain we  
STILL INTEND TO DO THE DITCH @ 122 IRIS  
TO SOLVE THEIR Problem @ 118

WAS ABLE TO SHOW OLD WRITTEN WO #10180 SEE →  
Attach copy of corresponding ticket, or additional backup

Follow up on: Date: \_\_\_\_\_ Time: DITCHED 3/2/08 By: \_\_\_\_\_

Return to Department Head: \_\_\_\_\_ TIMBERLINE RESTORATED w/SOD

Description of work to be performed: PROMISED THIS DITCH WORK  
WILL BE DONE BEFORE FALL - FIRST WO. NEVER  
ASSIGNED  
BOB 7/28/08

Completed on/by: Date: 8/20/08 Work Slated for: Date: NOW/SUMMER 08

Original to Supervisor  
Copy to Tickler if applicable with follow-up date

Copy to City Administrator  
Copy to File by Number

CITY OF DARIEN  
WORK ORDER REQUEST

10180

Date: 4-19-07

Report Taken By: DJS

Address of property or intersection: 118 IRIS

Called in by: RANDY HOULTMARK E-mail address: \_\_\_\_\_

Address of Caller: 118 IRIS

Phone # of Caller: (H) 230-0414 (C) \_\_\_\_\_

Description of request: HIS NEWER CULVERT IS HOLDING WATER

Forward for review by: PW Streets X PW Water \_\_\_\_\_

Planner \_\_\_\_\_ Director \_\_\_\_\_ Police Dept \_\_\_\_\_

Code Enforcement \_\_\_\_\_ City Administrator \_\_\_\_\_ Other \_\_\_\_\_

Disposition: Determined Ditching out @ 122 IRIS  
WILL SOLVE BOTH 118 and 122 CULVERT WATER

Attach copy of corresponding ticket, or additional backup.

Follow up on: Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

Return to Department Head: \_\_\_\_\_

Description of work to be performed: NOTIFY → Ditch out @ 122 IRIS  
Restore DIRT/SOD — WILL DRAIN BOTH CULVERTS

Completed on/by: Date: 8/20/08 Work Slated for: Date: \_\_\_\_\_

Original to Supervisor  
Copy to Tickler if applicable with follow-up date

Copy to City Administrator  
Copy to File by Number

**From:** Dan Lynch <dlynch@cbbel.com>  
**Sent:** Wednesday, October 09, 2013 10:32 AM  
**To:** Dan Gombac  
**Subject:** Iris Rd. storm sewer

Dan

I suggest a budget of \$17,000, which includes \$5000 for survey and \$12,000 for engineering. The survey budget would include field survey of the route to be used as the base for construction drawings. This would include cross sections of the right of way and into the rear yard where storm sewers would extend. We would ask you to call in a JULIE request prior to field work so that utilities can be located. We are also including plats of easement for the sewer extensions to the rear yards. The engineering would include plans and bid documents for the sewer. I have presumed that you would handle construction observation in-house. Our services would be up through award of contract. If the project gets budgeted, we can provide a more formal proposal.

Dan

**Daniel L. Lynch, PE, CFM**

*Head, Municipal Engineering Department*

**Christopher B. Burke Engineering, Ltd.**

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Fax: (847) 823-1029

E-Mail: [dlynch@cbbel.com](mailto:dlynch@cbbel.com)

The information contained in this e-mail is intended only for the individual or entity to whom it is addressed and should not be opened, read or utilized by any other party. This message shall not be construed as official project information or as direction except as expressly provided in the contract document. Its contents (including any attachments) may contain confidential and/or privileged information. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$20,500.00 FOR THE SURVEYING AND ENGINEERING REDESIGN OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR IRIS ROAD**

**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 Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road, 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 4<sup>th</sup> day of November, 2013.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

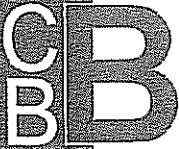
\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 TEL (847) 823-0500 FAX (847) 823-0520

October 24, 2013

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
Iris Road Storm Sewer

Dear Dan:

Christopher B. Burke Engineering, Ltd. is pleased to submit this proposal for professional engineering services for the preparation of plans and bid documents for the Iris Road Storm Sewer. Included in this proposed is our Understanding of Assignment, Scope of Services, and Estimate of Fees.

**UNDERSTANDING OF THE ASSIGNMENT**

As outlined in our memorandum to your attention dated July 18, 2013 the rear yards on the north side of Iris Road experienced considerable flooding during the April 18, 2013 flood event. It is our understanding that the existing Iris Road storm sewer carries runoff west to the Dale Road basin and is a variety of sizes and materials. The proposed project will replace the existing storm sewer with new 18 inch storm sewer, and two 15 inch storm sewers extending to the rear yard of 126 Iris, and one in each side yard. Our assignment will include project survey, plat of easement, plans and bid documents and assistance with bidding. City staff would provide construction observation and administration.

**SCOPE OF SERVICES**

**TASK 1 – SURVEY:** We will provide a design level survey of the route of the proposed storm sewer from the north end of the Dale Road Basin at High Road and 67<sup>th</sup> Street to approximately 126 Iris Road. Detailed ground features will only be surveyed on the side of each road where the sewer will be located. A sufficient number of property corners will be located to establish the rights of way. We presume that the City will contact J.U.L.I.E. for location of underground utilities. The survey will be based on DuPage County Benchmark System.

A Plat of Easement will be prepared for extension of the rear yard storm sewer and inlets. If multiple lots are impacted, a single plat will be prepared. We presume that the City will coordinate with the property owners to secure the easements and obtain their signatures on the plat.

**TASK 2 – PLANS AND SPECIFICATIONS:** CBBEL will use the survey prepared in Task 1 as the basis for plans for the proposed storm sewer. We will also prepare a book of specifications and bid documents based on IDOT and City format. CBBEL will provide plans and bid books for the City to solicit sealed proposals from contractors. We will attend the bid opening, prepare a tabulation of bids received, Notice of Award, and Notice to Proceed. We understand that City staff will provide construction observation and administration. Any services requested during construction will be provided on an hourly basis and are not included in this proposal.

**ESTIMATE OF FEES**

We will complete the above tasks for a fee not to exceed \$20,500 and anticipate that final bid documents will be available within 90 days of this proposal being executed.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

 for

Christopher B. Burke, PhD, PE, D.WRE, Dist.M, ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND  
CONDITIONS ACCEPTED FOR CITY OF DARIEN.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2013**

<u>Personnel</u>	<u>Charges*</u>
	<u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are



specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE  
September 30, 2013**

**PRESENT:** Joseph Marchese – Chairperson, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner, Elizabeth Lahey - Secretary

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Marchese called the meeting to order at 6:34 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present,

**NEW BUSINESS**

**A. Discussion – Amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class M License.**

Mr. Michael Griffith, Senior Planner reported that this discussion relates to the Darien VFW seeking to establish a facility in Darien at the Heritage Plaza Shopping Center. He reported that as part of their operation that they would like the ability to sell alcoholic beverages to their members and guests during events held by the organization as well as third parties who rent space.

Alderman Beilke questioned how the Darien Women’s Club and the Lion’s Club handle events with liquor.

Chairperson Marchese reported that the Lion’s bring in their own liquor. He stated that when the Lion’s have an event a certificate of insurance has to be provided.

Mr. Griffith reported that the Ordinance in place does not address the VFW needs.

Alderman Beilke questioned the language in the license regarding liquor.

Mr. Gombac reported that there is no carry-out.

Mr. Griffith reported that the license language states that the sale and consumption only takes place at that location.

Alderman Beilke stated that she had discussions with the Mayor and the City Administrator regarding the number of liquor licenses and suggested this as a topic for goal setting.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve Amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class M License.**

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

**B. Resolution – Approval of a Supplemental Illinois Department of Transportation Resolution (IDOT BLR 14230) authorizing the expenditure of Motor Fuel Tax funds for the FY 2013/14 General Maintenance – Emerald Ash Borer-Ash Tree Removal in an amount not to exceed \$77,352.75.**

Mr. Dan Gombac, Director reported that the City Council approved an IDOT resolution earlier this year, in the amount of \$523,630.00 for Motor Fuel Tax Fund (MFT) expenditures as they relate to various street maintenance functions. He reported that the proposed MFT supplemental expenditure is for the additional removal of Ash trees due to the Emerald Ash Borer. The IDOT had approved the proposed expenditure pending the supplemental resolution. He further reported that staff identified an additional 212 Ash Trees that could not be saved with the Treeage treatment.

Mr. Gombac reported that staff originally estimated that approximately 100 trees would have to be removed. He reported that the Committee received a summary in the agenda memo of the Emerald Ash Treatment Program. The program did realize a cost savings and the cost savings would be diminished due to the removals. He further reported that staff successfully re-negotiated the unit prices for the Ash tree removals with Homer Tree Care.

Alderman Beilke questioned when the trees will be taken down.

Mr. Gombac reported that the trees should be down by Thanksgiving.

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

**Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A SUPPLEMENTAL ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION (IDOT BLR 14230) AUTHORIZING THE EXPENDITURE OF MOTOR FUEL TAX FUNDS FOR THE FY 2013/14 GENERAL MAINTENANCE – EMERALD ASH BORER-ASH TREE REMOVAL IN AN AMOUNT NOT TO EXCEED \$77,352.75.**

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

**C. Resolution – Authorizing City staff to proceed with water main improvements and a water service line for the Public Works Facility located at 1041 South Frontage Road at a cost not to exceed \$25,509.08**

Mr. Dan Gombac, Director reported that the Public Works Facility located at 1041 South Frontage Road is currently supplied with a private well for potable water. He stated that the City Council recently approved a resolution for World Wide Class Inc., to construct an antenna

tower and contribute \$63,805.25 for facility improvements, relating to potable water and parking lot improvements.

He reported that the County currently has an existing water main parallel with South Frontage Road and fronts the Public Works Facility. Mr. Gombac stated that the existing water main is owned and maintained by the County and is served by a well for emergency purposes only.

Mr. Gombac reported that the County would allow the existing main to be utilized for Lake Michigan water, provided that the City make the necessary improvements and once the main line is brought into conformance, the City would be allowed to install a water service line to the building.

Mr. Gombac reported that the City will not own the water main. He stated that the developers contribution funds are not on file as of the agenda memo date. He further stated that the project would not begin until the funds are on file. He stated that all items required to complete the project either have been competitively quoted and approved earlier this year and any additional items required were competitively bid.

Chairperson Marchese questioned the effect of waiting for the funds to be received and then proceed to City Council for final approval.

Mr. Gombac reported that there would be no cost increase as he anticipated funds to be on file within a couple of months.

Alderman Beilke agreed with Chairman Marchese.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve A RESOLUTION AUTHORIZING THE CITY STAFF TO PROCEED WITH WATER MAIN IMPROVEMENTS AND A WATER SERVICE LINE FOR THE PUBLIC WORKS FACILITY AT A COST NOT TO EXCEED \$25,509.08 FOR THE PUBLIC WORKS FACILITY LOCATED AT 1041 SOUTH FRONTAGE ROAD CONTINGENT ON FUNDS BEING ON FILE.**

**ITEM WILL BE FORWARDED TO CITY COUNCIL WHEN FUNDS ARE RECEIVED**

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

**D. Ordinance – Authorizing the disposal of surplus property (vehicle)**

Mr. Dan Gombac, Director reported that this ordinance is for the disposal of surplus property. He reported that the 2003 Ford Taurus will be removed from the fleet inventory and the officer assigned to the vehicle will utilize another vehicle. He reported that the Taurus transmission is failing and the estimated repair cost is between \$2,000-\$3,000 and per the Vehicle Replacement Policy should be removed from the fleet inventory.

Alderman Beilke questioned how this is shown in the books.

Mr. Gombac reported that staff contacts a service provider to take the vehicle to an open market auction and the proceeds are forwarded to City. He stated that he would get more detailed information regarding the accounting and report back.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY (VEHICLE).**

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

**E. Resolution – To enter into a contract agreement with Homer Tree Care, Inc. in an amount not to exceed \$94,000.00 for the City’s 2013-14 Tree Trimming and Removal Program.**

Mr. Dan Gombac, Director reported that this contract is the second and last of the two option extensions for the upcoming tree trimming contract. He reported that in 2012 staff reached out to Steve Piper and Sons regarding the first year extension and they were not interested in the extension. He further reported that staff reached out to all the original bidders to meet or beat the awarded vendors pricing for the extension contracts for years 2013 and 2014. Homer Tree care accepted the unit pricing as proposed by the original bidder with the exception of the Emergency Rate Services.

He reported that this year’s program again includes contract pricing for the private property tree trimming and removals to all the residents.

Alderman Seifert questioned if there was concern regarding Homer taking on too much work.

Mr. Gombac stated that Homer has been responsive to our timelines and would have no reason to believe that they could not handle the work load. The staff has also had positive feedback from residents regarding Homer’s professionalism.

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

**Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve A RESOLUTION AWARDING A CONTRACT TO HOMER TREE CARE, INC. IN AN AMOUNT NOT TO EXCEED \$94,000.00 FOR THE CITY’S 2013/14 TREE TRIMMING AND REMOVAL PROGRAM**

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

**F. Minutes – Approval of the August 26, 2013 – Municipal Services Committee Meeting Minutes.**

**Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve the August 26, 2013 Municipal Services Committee Meeting Minutes.**

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

### **DIRECTOR'S REPORT**

Mr. Dan Gombac, Director reported that Chase will not begin construction until late 2014 and opening in 2015. He stated that staff is recommending for the Mayor/City Council to send a letter to the Chase Corporate Board.

Alderman Beilke suggested asking the attorney to provide options to the City Council including purchasing the property back.

Chairperson Marchese stated that the 2015 goal was a joke. He stated that he would prefer buying it back and starting over.

Mr. Gombac reported that Public Works received a grant for a lighting project at Public Works in the amount of \$30,000 earlier this year. Recently staff was notified by the grantee that the City would only be awarded approximately \$2,300. He reported that the consultant who worked with the City confirmed upon notice of award of the grant that the City would qualify for the \$30,000 pay back. Mr. Gombac reported that he received a telephone call from the Illinois Clean Energy Foundation and they stated that the calculation was inaccurate and we would not be entitled to the full amount of the grant award. He stated that staff met with our consultant and have directed him to follow up regarding the error and report his findings back to staff.

### **NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next regularly scheduled meeting is Monday, October 28, 2013 at 6:30 p.m. He announced that he would not be present for this meeting.

### **ADJOURNMENT**

**With no further business before the Committee, Alderman Beilke made a motion and it was seconded by Alderman Seifert to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:31 p.m.**

**RESPECTFULLY SUBMITTED:**

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**Elizabeth Lahey**  
**Secretary**

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**Joseph Marchese**  
**Chairman**



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**Tina Beilke**  
**Alderman**

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**Joerg Seifert**  
**Alderman**

## *Legend Sheet for Actual to Budget*

The spreadsheets have been formatted with labeled columns and rows for easy reference. The columns are labeled as follows:

- A. Item or Project-Identifies the designated Project or Program
- B. Account Number-Identifies the designated account for the project. Please note several projects/programs share the same account numbers. (e.g. Drainage Improvements)
- C. Amount Budgeted-Represents the City Council approved expenditure allocation as of May 1, 2013.
- D. City Council Approved Funds-Represents the approved Committee and City Council expenditure for the project or program and is based on the results of a competitive bid/quote through an Agenda Memo.
- E. Actual Expenditure-Represents the final cost of a project. Please note there are several accounts where total expenses will not be finalized until April 30, 2014, e.g. Street Light Maintenance, Rock Salt (pending winter conditions), 2014 Road Maintenance Core Engineering Agreement.
- F. Difference Between Actual Expenditure (Column E) and City Council Approved (Column D)-This item reflects, in dollars, the difference between the final expenditure and City Council approved expenditure.
- G. Difference Between Actual Expenditure (Column E) and City Council Approved (Column D)-This item reflects, as a percentage, the difference between the final expenditure and City Council approved expenditure.
- H. Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available-This item represents the funds available.
- I. Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available-This item represents the percentage available.
- J. Comments-Presents Staffs Comments

1	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
3	Barricades - Fourth of July	01-30-4257	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 400.00	40.00%	N/A	N/A	N/A	COST SAVINGS REALIZED DUE TO COMPETITIVE QUOTES
4	Barricades - Darien Fest	01-30-4257	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 100.00	10.00%	N/A	N/A	N/A	COST SAVINGS REALIZED DUE TO COMPETITIVE QUOTES
5	Total		\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 500.00	25.00%	\$ 500.00	25.00%	N/A	
6											
7	Tree and Stump Removal	01-30-4375	\$ 127,702.00	\$ 127,702.00	\$ 127,702.00	\$ -	0.00%	\$ -	0.00%	N/A	STAFF ANTICIPATES THAT ALL FUNDS WILL BE EXPENDED DUE TO THE EMERALD ASH BORER
8	Emerald Ash Program	01-30-4375	\$ 190,000.00	\$ 190,000.00	\$ 110,034.66	\$ 79,965.34	42.09%	\$ 79,965.34	42.09%	N/A	STAFF ANTICIPATES THAT ALL FUNDS WILL BE EXPENDED DUE TO THE EMERALD ASH BORER. See Attachment 2
9	Emerald Ash Program-Removal	03-60-4325	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0.00%	\$ -	0.00%	N/A	STAFF ANTICIPATES THAT ALL FUNDS WILL BE EXPENDED DUE TO THE EMERALD ASH BORER
10	Emerald Ash Program-Additional Removals	03-60-4325	\$ (77,352.75)	\$ 77,352.75	\$ 77,352.75	\$ 77,352.75	-100.00%	\$ (77,352.75)	-100.00%		
11											
12	Tub Grinder	01-30-4243	\$ 5,500.00	\$ 5,500.00	\$ 7,200.00	\$ (1,700.00)	-30.91%	\$ (1,700.00)	-30.91%	N/A	Expenses-Revenue (3,180)
13											
14	Sidewalk Program	25-35-4380	\$ 56,800.00	\$ 56,800.00	\$ 54,895.75	\$ 1,904.25	3.35%	\$ 1,904.25	3.35%	N/A	
15	Curb and Gutter Program	25-35-4383	\$ 351,075.00	\$ 348,075.00	\$ 342,554.25	\$ 5,520.75	1.59%	\$ 8,520.75	2.43%	N/A	Quantities reduced due to layout in conjunction with the road program
16	Elm Street Sidewalk	25-35-4380	\$ 15,000.00	\$ 15,000.00	\$ 14,962.50	\$ 37.50	0.25%	\$ 37.50	0.25%	N/A	
17	Total		\$ 422,875.00	\$ 419,875.00	\$ 412,412.50	\$ 7,462.50	1.78%	\$ 10,425.00	2.47%	N/A	
18											
19	Crack Seal/Fill Program	25-35-4382	\$ 101,250.00	\$ 101,250.00	\$ 101,250.00	\$ -	0.00%	\$ -	0.00%	N/A	XX Roads were not completed Staff under budgeted the amount of work by approx
20	City Hall Parking Lot-Sealcoating	01-30-4223	\$ 10,000.00	\$ 7,365.40	\$ 5,899.98	\$ 1,465.42	19.90%		41.00%		
21											
22	Office Chairs	01-30-4225	\$ 2,000.00	\$ 2,000.00	\$ 1,916.75	\$ 83.25	4.16%	\$ 83.25	4.16%	N/A	NO COMMENTS
23											
24	Drainage Impv Project - 79th St & Farmingdale Dr	25-35-4376	\$ 107,000.00	\$ 106,525.00	\$ 106,000.00	\$ 525.00	0.49%	\$ 1,000.00	0.93%	N/A	
25	Drainage Impv Project - Richard Road	25-35-4376	\$ 20,500.00	\$ 20,500.00	\$ 19,336.00	\$ 1,164.00	5.68%	\$ 1,164.00	5.68%	N/A	
26	Drainage Impv Project - Roger Road	25-35-4376	\$ 184,300.00	\$ 146,500.00	\$ 142,156.00	\$ 4,344.00	2.97%	\$ 42,144.00	22.87%	CONTINGENCY NOT USED	SCOPE OF WORK REDUCED DUE TO FIELD CONDITIONS
27	Drainage Impv Project - Eleanor Pl 69th to Holly	25-35-4376	\$ 193,000.00	\$ 193,000.00	\$ 131,050.00	\$ 61,950.00	32.10%	\$ 61,950.00	32.10%	CONTINGENCY NOT USED	SCOPE OF WORK REDUCED DUE TO FIELD CONDITIONS-LOCAL VENDOR IDENTIFIED TO TAKE ALL THE TOP SOIL
28	Drainage Impv Project - Brookbank Pl 69th to Holly	25-35-4376	\$ 303,200.00	\$ 303,200.00	\$ 338,867.00	\$ (35,667.00)	-11.76%	\$ (35,667.00)	-11.76%		ADDITIONAL INFRASTRUCTURE WAS FIELD IDENTIFIED AND REQUIRED REPLACEMENT IMMEDIATELY THE WORK REQUIRED WAS ON 69TH STREET TO THE CREEK FROM BROOKBANK
29	Drainage Project Total	25-35-4376	\$ 808,000.00	\$ 769,725.00	\$ 737,409.00	\$ 32,316.00	4.20%	\$ 70,591.00	8.74%		
30											
31	Road Program-Capital Impv	25-35-4855	\$ 1,314,000.00	\$ 1,288,552.74	\$ 1,260,171.10	\$ 28,381.64	2.20%	\$ 53,828.90	4.10%		BROOKBANK WAS REMOVED FROM PROJECT DUE TO DITCH PROGRAM
32	Base Repair	25-35-4855	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	0.00%	\$ -	0.00%		
33	Park District Plainfield Rd	25-35-4856	\$ 78,443.98	\$ 78,443.98	\$ 78,500.00	\$ (56.02)	-0.07%	\$ (56.02)	-0.07%		
34	Public Works Parking Lot-Water Plant 3	02-50-4223	\$ 35,000.00	\$ 24,273.81	\$ 25,932.81	\$ (1,659.00)	-6.83%	\$ 9,067.19	25.91%		ADDITIONAL BASE STABILIZATION REQUIRED
35	Total Road Program		\$ 1,487,443.98	\$ 1,451,270.53	\$ 1,424,603.91	\$ 28,325.62	1.84%	\$ 62,840.07	4.22%		\$8,248.30 for water main break repairs (not included in total)
36											
37	Pavement Corings (2013 Pavement Program)	25-35-4325	\$ 14,000.00	\$ 13,750.00	\$ 10,319.00	\$ 3,431.00	24.95%	\$ 3,681.00	26.29%	N/A	NO COMMENTS
38	Contract and Bid Specifications-December-January	25-35-4325	\$ 31,500.00	\$ 30,426.00	\$ 26,740.00	\$ 3,686.00	12.11%	\$ 4,760.00	15.11%	N/A	NO COMMENTS
39	Total 2013 Road Engineering		\$ 45,500.00	\$ 44,176.00	\$ 37,059.00	\$ 7,117.00	16.11%	\$ 8,441.00	18.55%	N/A	NO COMMENTS
40											
41	Fertilization Program - 75th St Turf Areas	01-30-4350	\$ 15,064.00	\$ 12,533.66	\$ 12,533.66	\$ -	0.00%	\$ 2,530.34	16.80%		REDUCED COST DUE TO 75TH CONSTRUCTION
42	Fertilization Program - 75th St Trees	01-30-4350	\$ -	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	NO COMMENTS
43	Maintenance - Water Plants	02-50-4223	\$ 2,151.43	\$ 2,151.43	\$ 2,151.43	\$ -	0.00%	\$ -	0.00%	N/A	NO COMMENTS
44	Maintenance - City Hall-FERTILIZATION ONLY	01-10-4227	\$ 358.57	\$ 358.57	\$ 358.57	\$ -	0.00%	\$ -	0.00%	N/A	NO COMMENTS
45	Total Fertilization Program		\$ 17,574.00	\$ 15,043.66	\$ 15,043.66	\$ -	0.00%	\$ 2,530.34	14.40%	N/A	NO COMMENTS
46											
47	MV2 Mower and Boom Flail Mower	01-30-4815	\$ 135,000.00	\$ 112,200.00	\$ 112,200.00	\$ -	0.00%	\$ 22,800.00	16.89%	N/A	NO COMMENTS
48											
49	Fire Hydrant Painting Phase 1	01-30-4815	\$ 41,000.00	\$ 35,250.00	\$ 35,250.00	\$ -	0.00%	\$ 5,750.00	14.02%	N/A	NO COMMENTS
50											
51	SCADA System Radio Read Com	02-50-4815	\$ 35,000.00	\$ 19,660.00	\$ 19,660.00	\$ -	0.00%	\$ 15,340.00	43.83%	N/A	NEW VENDOR IDENTIFIED WITH SIGNIFICANT COST SAVING OPPORTUNITY
52											
53	Water Main Engineering Plainfield Road	12-50-4815	\$ 10,000.00	\$ 8,020.00	\$ 8,020.00	\$ -	0.00%	\$ 1,980.00	19.80%	N/A	FINAL COST TO BE DETERMINED UPON ENGINEER REVIEW
54											
55	Catholic Protection - 67th & Wilmette	02-50-4815	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ -	0.00%	\$ -	0.00%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
56											
57	Fencing Project-Fence Portion	01-30-4223	\$ 52,000.00	\$ 37,820.00	\$ 38,270.00	\$ (450.00)	-1.19%	\$ 13,730.00	26.40%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
58	Fencing Project-Landscaping	01-30-4223	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 500.00	10.00%	\$ 500.00	10.00%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
59											
60	Water Leak Devices	02-50-4815	\$ 9,500.00	\$ 9,100.00	\$ 9,100.00	\$ -	0.00%	\$ 400.00	4.21%	N/A	COMPONENT COSTS INCREASED FROM 2011 ESTIMATE
61											

\$ 1,432,852.21

I	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
62	Lighting PW-Grant	01-30-4815	\$ 30,000.00	\$ 30,000.00	\$ 31,500.00	\$ (1,500.00)	-5.00%	\$ (1,500.00)	-5.00%	N/A	ADDITIONAL LIGHT REQUIRED TO COMPLETE THE BAY AREA
63	Lighting PW-Grant Reimb	01-30-4815	\$ 2,300.00	\$ (30,000.00)	\$ (31,500.00)	\$ (1,500.00)	-5.00%	\$ (29,200.00)	-92.70%	N/A	STAFF IS PROCEEDING TO HOLD CONSULTANT RESPONSIBLE
64											
65	Water Main Insertion Valves - 4 locations	12-51-4818	\$ 70,000.00	\$ -	\$ -	\$ -	0.00%	\$ 70,000.00	100.00%	N/A	INSERTION VALVES OR OUTSOURCING NOT REQUIRED
66											
67	Rear Yard Drainage Project-\$16,000										
68	1109 - 1117 69th Street 1102-1118 Hinsbrook	01-30-4374		\$ 6,621.65	\$ 6,621.65	\$ -				N/A	NO COMMENTS
69	Resident Reimbursement			\$ (1,621.68)	\$ (1,621.68)	\$ -					
70	Project Cost 1109-1117 69th St 1102-1118 Hinsbrook			\$ 4,999.97	\$ 4,999.97	\$ -					
71											
72	1006 - 1030 69th Street	01-30-4374		\$ 8,402.25	\$ 8,402.25	\$ -				N/A	NO COMMENTS
73	Resident Reimbursement			\$ (3,402.25)	\$ (3,402.25)	\$ -					
74	Project Cost 1006 - 1030 69th Street			\$ 5,000.00	\$ 5,000.00	\$ -					
75											
76	Hickory Ln - Cherokee Dr	01-30-4374		\$ 3,799.40	\$ 3,799.40	\$ -				N/A	NO COMMENTS
77	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)	\$ -					
78	Project Cost Hickory Ln - Cherokee Dr			\$ 2,799.40	\$ 2,799.40	\$ -					
79											
80	Exner-Clemens	01-30-4374		\$ 5,790.98	\$ 5,790.98	\$ -				N/A	NO COMMENTS
81	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)	\$ -					
82	Project Cost - Exner - Clemens			\$ 4,790.98	\$ 4,790.98	\$ -					
83											
84	Grand Total Rear Yard Drainage Projects	01-30-4374	\$ 16,000.00	\$ 17,590.35	\$ 17,590.35	\$ -	0.00%	\$ (1,590.35)	-9.94%	N/A	
85											
86	Street Light Maintenance & Energy	01-30-4359	\$ 82,400.00	\$ 82,400.00	\$ 82,400.00	\$ -	0.00%	\$ -	0.00%	N/A	
87	Street Light Installation	01-30-4359	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%	\$ 14,000.00	100.00%	N/A	NO REQUESTS FORWARDED
88	Total		\$ 96,400.00	\$ 96,400.00	\$ 82,400.00	\$ 14,000.00	14.52%	\$ 14,000.00			
89											
90	Road Salt	03-60-4249	\$ 170,000.00	\$ 169,785.00	\$ 169,785.00	\$ -	0.00%	\$ 215.00	0.13%	N/A	NEGOTIATED PRICING EXTENSION - CONTRACT
91	Darien Park District - Reimbursable	REIMBURSED	\$ 16,807.00	\$ 16,807.00	\$ 16,807.00	\$ -	0.00%	\$ -	0.00%	N/A	CO-OP
92	District 66	REIMBURSED	\$ 548.80	\$ 548.80	\$ 548.80	\$ -	0.00%	\$ -	0.00%	N/A	CO-OP
93	Total		\$ 187,355.80	\$ 187,140.80	\$ 187,140.80	\$ -	0.00%	\$ 215.00	0.11%		
94	Total Projects Summary		\$ 4,088,350.78	\$ 3,797,985.99	\$ 3,787,765.36	\$ 243,937.88	\$ (0.03)	\$ 267,247.90	7.35%	N/A	