
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
November 5, 2018
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [October 15, 2018](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [18-19-13](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**
15. Old Business

16. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Woman's Club](#)
 - B. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [William F. Murphy PTO](#)
 - C. Consideration of a Motion to Approve a Resolution To Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the [2019 Street Maintenance Program](#), in an Amount not to Exceed \$32,826.00
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd for [Pavement Corings](#) for the Proposed 2019 Street Maintenance Program, in an Amount not to Exceed \$11,500.00
 - E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Three Year Intergovernmental Agreement Between the City of Darien and the County of DuPage for [Mowing Along County Roads and Rights of Way](#)
 - F. Consideration of a Motion to Approve a Resolution Accepting the Public Improvements Subject to Maintenance ([Carriage Way West Unit 6 Subdivision – Evergreen Lane](#))
 - G. Consideration of a Motion to Approve a Resolution Approving a [Plat of Easement \(Carriage Way West Unit 6 – Evergreen Lane\)](#)
 - H. Consideration of a Motion to Approve an Ordinance Approving a Special Use for a Recreational Facility (PZC 2018-07, [7879 Lemont Road, Club Fusion](#))
17. New Business
 - A. Consideration of a Motion to Approve a Resolution Approving [a Lease Agreement Between the City of Darien \("City"\) and Darien Lions Club, a Not-For-Profit \("Tenant"\)](#)
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 15, 2018 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:04 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 15, 2018

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

Mayor Weaver led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas J. Belczak	Sylvia McIvor
	Thomas M. Chlystek	Ted V. Schauer
	Joseph A. Kenny	Lester Vaughan
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Gregory Thomas, Police Chief
Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** — There being seven aldermen present, Mayor Weaver declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Steve Leopoldo, Farmingdale Drive, expressed concern regarding proactive actions to protect public health in our community. He inquired about the establishment of a zero idling ordinance and setting limitations on emissions.

Paula Wallrich stated she emailed Council regarding Sterigenics. She inquired about protective measures residents can take should an explosion occur due to Ethylene Oxide. Administrator Vana stated Chief Thomas will address inquiry during his Monthly Report update, which includes Emergency Operations Plans.

6. **APPROVAL OF MINUTES** – October 1, 2018 City Council Meeting

It was moved by Alderman Marchese and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of October 1, 2018.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from...

... Kelly Glisan regarding the Sterling Bay warehouse.

...Paula Wallrich regarding Sterigenics.

...Dan Bylica, 1500 block of Darien Club Drive, regarding Backflow Solutions, Inc. and the Cross Connection Survey.

...Drew Kelly regarding Sterling Bay, I-55 beautification project, and District 86 referendum.

...Meghan Moore, Willowbrook, regarding the Sterling Bay warehouse.

...Steve Leopoldo regarding zero idling policy.

Alderman Chlystek...

...thanked Gerry Leganski for a successful Ward 4 Octoberfest.

...received communication from resident inquiring about the City’s ability to take legal action to shutdown Sterigenics; Mayor Weaver stated residents need to direct requests to IL and US EPA. Council discussion pursued regarding legal recourse, public

notification, previous/future Sterigenics communication/meetings, taskforce, and public safety.

Alderman McIvor inquired about the placement of political signage and requested a reminder in Director Connect; Administrator Vana responded.

Alderman Vaughan inquired about the letter Alderman Chylstek submitted regarding City Code changes banning Ethylene Oxide. Administrator Vana explained issue falls under State and Federal Government regulations; he and Alderman Chylstek will be discussing with City Attorney. Council discussion pursued regarding Darien code and special use process. Administrator Vana explained home rule status, addressed Council questions, and noted the City Attorney will attend Goal Setting.

8. **MAYOR’S REPORT**

Mayor Weaver read statement (letter was featured in Direct Connect on October 5, 2018), into record regarding Sterling Bay.

Mayor Weaver commented Lillian Brown, prior Citizen of the Year, passed away.

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE HOLIDAY HOME DECORATING COMMITTEE: ELIZABETH HAYES, JIM KISER, AND GERRY LEGANSKI

It was moved by Alderman Belczak and seconded by Alderman McIvor to approve the reappointment of members to the Holiday Home Decorating Committee: Elizabeth Hayes, Jim Kiser, and Gerry Leganski.

Roll Call:	Ayes:	Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan
	Nays:	None
	Absent:	None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Elizabeth Hayes, Jim, Kiser, and Gerry Leganski.

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE CITIZEN OF THE YEAR COMMITTEE: LINDA BOROWIAK, BONNIE KUCERA, CAROL MALLERS, AND MERLE SALAZAR

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the reappointment of members to the Citizen of the Year Committee: Linda Borowiak, Bonnie Kucera, Carol Mallers, and Merle Salazar.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Linda Borowiak, Bonnie Kucera, Carol Mallers, and Merle Salazar.

Mayor Weaver announced Alderman McIvor was appointed Council liaison working with the Citizen of the Year Committee.

Bonnie Kucera stated the nomination form is available online and requested a link be added under News and Announcements on the City's website home page; she reviewed the submittal options and deadline date. Ms. Kucera announced the Citizen of the Year Dinner Dance will be held on March 2, 2019 at Alpine Banquet; reception begins at 6:00 P.M. with dinner at 7:00 P.M. The cost is \$35/person for family-style dinner.

9. **CITY CLERK'S REPORT**

A. 2019 VEHICLE STICKER LOTTERY

Clerk Ragona provided a brief history of the Darien Identification Vehicle Sticker Program and read the list of non-profit organizations that were offered the opportunity to participate. Darien Historical Society was the only organization that expressed an interest in the vehicle sticker lottery and therefore was announced lottery winner.

10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana announced the Goal Setting Session will be held on October 29, 2018 at 6:30 P.M. in the Council Chambers.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – SEPTEMBER 2018

The September 2018 Police Department Monthly Report is available on the City website.

Chief Thomas reviewed the Emergency Operations Plans (EOP) and provided measures that would be implemented should there be an emergency at any type of business/function.

Chief Thomas addressed Council questions.

B. MUNICIPAL SERVICES – NO REPORT

Director Gombac stated the last branch pick-up of the year will be October 22-26, 2018.

Treasurer Coren commented the free fall leaf pick-up begins October 15, 2018. Direct Connect states the program ends December 14, 2018.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 18-19-12

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve payment of Warrant Number 18-19-12 in the amount of \$842,483.49 from the enumerated funds, and \$259,901.74 from payroll funds for the period ending 10/11/18 for a total to be approved of \$1,102,385.23.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. MONTHLY REPORT – SEPTEMBER 2018

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of September 2018:

<u>General Fund:</u>	Revenue \$7,867,323; Expenditures \$5,874,565 Current Balance \$3,747,708
<u>Water Fund:</u>	Revenue \$3,733,367; Expenditures \$2,365,694; Current Balance \$2,398,298
<u>Motor Fuel Tax Fund:</u>	Revenue \$240,638; Expenditures \$136,452; Current Balance \$493,625
<u>Water Depreciation Fund:</u>	Revenue \$3,448,636; Expenditures \$1,330,590 Current Balance \$2,232,091
<u>Capital Improvement Fund:</u>	Revenue \$206,160; Expenditures \$3,177,832; Current Balance \$5,600,374

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for November 5, 2018 at 6:00 P.M. in the City Hall Conference Room.

Municipal Services Committee – Alderman Marchese announced the next meeting of the Municipal Services Committee is scheduled for October 22, 2018 at 6:30 P.M.

Police Committee – Chairman McIvor announced the next meeting of the Police Committee is scheduled for November 19, 2018 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the next quarterly meeting of the Police Pension Board is scheduled for Thursday, November 1, 2018 at 7:00 P.M. in the Police Department Training Room. Investment Advisors will review performance through September 30, 2018.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve by Omnibus Vote the following items on the Consent Agenda:

A. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE HINSDALE SOUTH HIGH SCHOOL BOOSTER CLUB

B. CONSIDERATION OF A MOTION TO APPROVE A TRANSFER FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$550,000

C. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2018-2019

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business.

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Alderman McIvor confirmed that the Goal Setting Session will be held on October 29, 2018 in the Council Chamber at 6:30 P.M.

Alderman Marchese announced the Darien Lions Club Halloween Party will be held on October 31, 2018 at the Darien Sportsplex from 6:30-9:00 P.M.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman McIvor and seconded by Alderman Schauer to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:34 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-15-18. Minutes of 10-15-18 CCM.

DRAFT



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 5, 2018**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund				\$349,741.56
Water Fund				\$303,022.08
Motor Fuel Tax Fund				\$4,504.24
Water Depreciation Fund				\$18,359.00
Special Service Area Tax Fund				
Debt Service Fund				
Capital Improvement Fund				\$102,524.98
State Drug Forfeiture Fund				\$228.58
Federal Equitable Sharing Fund				\$7,650.00
DUI Technology Fund				
			Subtotal:	<u>\$786,030.44</u>
General Fund Payroll	10/25/18	\$	225,117.86	
Water Fund Payroll	10/25/18	\$	20,416.78	
		Subtotal:	\$	<u>245,534.64</u>
Total to be Approved by City Council:				<u>\$ 1,031,565.08</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	MANAGED SERVICES- NOVEMBER 2018	AP110518	4325	Consulting/Professional	4,900.03
AIS	BACK-UP SERVICES -NOVEMBER 2018	AP110518	4325	Consulting/Professional	950.00
CALL ONE, INC.	CITY TELEPHONE BILL -SEPT 2018	AP110518	4267	Telephone	1,377.63
CHRONICLE MEDIA LLC	TREASURERS REPORT 2018	AP110518	4221	Legal Notices	520.00
GOVTEMPSUSA LLC	VANA (10-7-18)	AP110518	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (10-14-18)	AP110518	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (10-21-18)	AP110518	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KONICA CONTRACT (10-18 thru 11-17-18)	AP110518	4225	Maintenance - Equipment	113.00
MUNICIPAL WEB SERVICES	WEBSITE HOSTING/MAINTENAN... 19325	AP110518	4325	Consulting/Professional	367.00
OFFICE DEPOT	2019 PLANNERS (LISA, MARY and JULIE)	AP110518	4253	Supplies - Office	68.97
OFFICE DEPOT	CALENDARS FOR CITY HALL AND PUBLIC WORKS	AP110518	4253	Supplies - Office	161.39
OFFICE DEPOT	SHIPPING CREDIT ON INVOICE 214486690001 -PREV PAID	AP110518	4253	Supplies - Office	(29.99)
OFFICE DEPOT	INV 214096073001 WAS DAMAGED AND RETURNED	AP110518	4253	Supplies - Office	(119.69)
OFFICE DEPOT	DRY ERASE/CORK BOARD FOR MEDIA ROOM (ORIG SHIPMENT RETURNED)	AP110518	4253	Supplies - Office	149.68
ROSENTHAL, MURPHEY, COBLENTZ	PHONE CONF, PREP, TRAVEL- VARIOUS ISSUES	AP110518	4219	Liability Insurance	1,705.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ROSENTHAL, MURPHEY, COBLENTZ	RESEARCH -WESTLAW AUG 2018	AP110518	4219	Liability Insurance	256.58
ROSENTHAL, MURPHEY, COBLENTZ	PHOTO COPIES	AP110518	4219	Liability Insurance	6.15
ROSENTHAL, MURPHEY, COBLENTZ	POSTAGE- SEPT 2018	AP110518	4219	Liability Insurance	1.15
SPEER FINANCIAL	ANNUAL DISCLOSURE FILING	AP110518-2	4325	Consulting/Professional	827.50
UNLIMITED GRAPHIX, INC.	PAYROLL CHECKS	AP110518	4235	Printing and Forms	518.27
UNLIMITED GRAPHIX, INC.	8 DEPOSIT BOOKS	AP110518	4253	Supplies - Office	152.42
UNLIMITED GRAPHIX, INC.	ISSUE WITH SHIPPING AMOUNT	APCREDIT110...	4235	Printing and Forms	(518.27)
UNLIMITED GRAPHIX, INC.	ISSUE WITH SHIPPING AMOUNT	APCREDIT110...	4253	Supplies - Office	(152.42)
				Total Administration	21,500.54

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SIGN LANGUAGE INTERPRETERS	CITY COUNCIL INTERPRETER 10-1-18	AP110518	4325	Consulting/Professional	325.00
STERLING CODIFIERS, INC.	SUPPLEMENT #52	AP110518	4325	Consulting/Professional	<u>2,201.00</u>
				Total City Council	2,526.00

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 11/5/2018 Through 11/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	AS-BUILT SURVERY AND PLAT OF EASEMENT-CARRIAGE GREEN	AP110518	4328	Const/Prof Reimbursable	617.37
CHRISTOPHER B. BURKE ENG, LTD	INVESTIGATE STORM SEWER COMPLAINT-ROLLING KNOLLS	AP110518	4328	Const/Prof Reimbursable	203.76
CHRISTOPHER B. BURKE ENG, LTD	FINAL GRADING INSPECTION -2141 COTTAGE /ROLLING KNOLLS	AP110518	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW PLANS AND PLAT FOR STERLING BAY/1035 FRONTAGE	AP110518	4328	Const/Prof Reimbursable	1,373.27
CHRISTOPHER B. BURKE ENG, LTD	CLOSE OUT DEVELOPMENT SECURITY- ALDI's	AP110518	4328	Const/Prof Reimbursable	330.00
LIZ LAHEY	SECRETARIAL SERVICE -(5-17-18 thru 10-15-18)	AP110518	4205	Boards and Commissions	760.00
ROSENTHAL, MURPHEY, COBLENTZ	UPS DELIVERY -JUDGE (337 ROGER RD)	AP110518	4219	Liability Insurance	18.18
ROSENTHAL, MURPHEY, COBLENTZ	7609 BAKER TITLE SEARCH	AP110518	4219	Liability Insurance	50.00
ROSENTHAL, MURPHEY, COBLENTZ	PHONE CONF, PREP, TRAVEL- VARIOUS ISSUES	AP110518	4219	Liability Insurance	825.00
ROSENTHAL, MURPHEY, COBLENTZ	WORK, RESEARCH, LETTERS, CORRESP- 337 ROGER RD	AP110518	4219	Liability Insurance	1,136.25
ROSENTHAL, MURPHEY, COBLENTZ	TITLE SEARCH, REPORTS - BRADBURY/7609 BAKER CT	AP110518	4219	Liability Insurance	115.00

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 11/5/2018 Through 11/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Community Development	5,628.83

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	ROTOR AND BRAKE PAD- 104	AP110518	4229	Maintenance - Vehicles	341.84
ADVANCE AUTO PARTS	NUT, SCREWCAP - 108	AP110518	4229	Maintenance - Vehicles	2.33
ADVANCE AUTO PARTS	CREDIT-BATTERIES	AP110518	4229	Maintenance - Vehicles	(66.00)
ADVANTAGE CHEVROLET	SHIELD FOR 110	AP110518	4229	Maintenance - Vehicles	118.98
ALARM DETECTION SYSTEMS INC	PW-ALARM (Nov 2018 thru Jan 2019)	AP110518	4223	Maintenance - Building	203.43
ALL TRAFFIC SOLUTIONS	SPEED CAMERA BATTERIES	AP110518	4223	Maintenance - Building	147.50
ANTONIO MORENO	OVERPAYMENT- REAR YARD PROJECT-1122 TAMARACK DR	AP110518-2	4374	Drainage Projects	81.52
BANNERVILLE USA INC	LIGHT POLE BANNERS	AP110518	4225	Maintenance - Equipment	650.00
BROADLEAF INC	FLOOR REPAIR AT PUBLIC WORKS	AP110518	4223	Maintenance - Building	2,500.00
CARROLL CONSTRUCTION SUPPLY	CONCRETE TOOLS	AP110518	4259	Small Tools & Equipment	34.98
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING: DALE BASIN WETLAND	AP110518	4325	Consulting/Professional	860.08
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP110518	4223	Maintenance - Building	49.98
CINTAS #769	MATT RENTAL - POLICE DEPT	AP110518	4223	Maintenance - Building	48.81
CINTAS #769	MATT RENTAL - CITY HALL	AP110518	4223	Maintenance - Building	44.04
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP110518	4219	Liability Insurance	153.15
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET (10-10-18)	AP110518	4219	Liability Insurance	63.11
COM ED	COM ED 0788310001 -1041 S FRONTAGE	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
COM ED	COM ED -0633028127 CLOCK TOWER	AP110518	4359	Street Light Oper & Maint.	117.22
COM ED	COM ED 0269155053 - 2101 75TH ST	AP110518	4359	Street Light Oper & Maint.	66.49
COMCAST CABLE	CITY HALL CABLE	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.43

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH /PLAINFIELD RD	AP110518	4359	Street Light Oper & Maint.	386.03
CONSTELLATION NEW ENERGY, INC.	CASS LITE/RTE 25 (N OF JAMES PETER CT)	AP110518	4359	Street Light Oper & Maint.	19.21
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH ST ADAMS	AP110518	4359	Street Light Oper & Maint.	1,729.71
CONSTELLATION NEW ENERGY, INC.	LITE RTE 25 CONTROLLER S FRONTAGE/CASS	AP110518-2	4359	Street Light Oper & Maint.	49.11
CORE & MAIN	STORM SEWER SUPPLIES FOR COTTAGE	AP110518-2	4257	Supplies - Other	60.31
CORE & MAIN	STORM SEWER PIPE-COTTAGE	AP110518-2	4257	Supplies - Other	42.28
DAS ENTERPRISES, INC.	HAUL-DRAINAGE PROJECTS (10-9-18)	AP110518	4374	Drainage Projects	884.95
DAVID J. FELL	DAVE FELL -JACKET (COSTCO)	AP110518	4269	Uniforms	86.79
DESITTER FLOORING INC	CARPET INSTALL- CHIEFS CONFERENCE RM	AP110518	4223	Maintenance - Building	595.47
ETERNALLY GREEN	75TH and PLAINFIELD MEDIANS -SEPT 2018	AP110518	4223	Maintenance - Building	946.43
FedEx	SHIPPING FEE-EQUIPMENT REPAIR (1542-4012-8)	AP110518	4233	Postage/Mailings	28.40
FIRST ADVANTAGE OCCUPATIONAL GRADE A	ADMIN FEE -JUNE 2018	AP110518	4219	Liability Insurance	10.31
	REAR YARD RESTORATION- FOXHILL	AP110518-2	4374	Drainage Projects	5,356.00
GRAINGER	RUBBER EDGING FOR ELEVATOR	AP110518	4223	Maintenance - Building	56.75
HOMER TREE CARE, INC.	TREE REMOVAL- 7014 WILCOX	AP110518	4375	Tree Trim/Removal	650.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HOMER TREE CARE, INC.	2 TREE REMOVALS AND STUMP GRINDING-18W205 73RD ST	AP110518	4375	Tree Trim/Removal	1,950.00
HOMER TREE CARE, INC.	VARIOUS DEAD TREE REMOVALS	AP110518	4375	Tree Trim/Removal	19,731.25
HOMER TREE CARE, INC.	2018 PRUNING - DEAD LIMBS/ASH TREE REMOVAL	AP110518	4375	Tree Trim/Removal	130,000.00
I.R.M.A.	SEPTEMBER DEDUCTIBLE	AP110518	4219	Liability Insurance	1,574.08
IL ARBORIST ASSOCIATION	2018 ANNUAL ARBORIST CONFERENCE	AP110518	4263	Training and Education	265.00
INDUSTRIAL ELECTRICAL SUPPLY	TRAFFIC COUNTER	AP110518	4257	Supplies - Other	52.00
JC LANDSCAPING/TREE SERVICE	LANDSCAPING -BEECHNUT AND TAMARACK	AP110518	4374	Drainage Projects	7,115.00
JSN CONTRACTORS SUPPLY	EAR PLUGS, SAFETY GLASSES	AP110518	4219	Liability Insurance	147.60
JSN CONTRACTORS SUPPLY	ELECTRIC PUMP, LUTE ASSEMBLY, HOSE	AP110518	4259	Small Tools & Equipment	705.00
LEO MORRISSEY	OVERPAYMENT- REAR YARD PROJECT -1114 TAMARACK DR	AP110518-2	4374	Drainage Projects	81.52
MAC TOOLS	PRESSURE BLEED SYSTEM FOR MECHANIC	AP110518	4259	Small Tools & Equipment	426.99
MAC TOOLS	MECHANIC TOOLS	AP110518	4259	Small Tools & Equipment	28.08
McMASTER-CARR	DOOR CLOSER-CITY HALL	AP110518	4223	Maintenance - Building	373.34
MID-TOWN ACQUISITION -RELADYNE	MAINTENANCE EQUIPMENT	AP110518-2	4225	Maintenance - Equipment	1,050.20
MIDWEST COMMERCIAL PAINTING	CITY HALL- CEILING TILES, PAINT ELEVATOR	AP110518	4223	Maintenance - Building	1,138.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NATIONAL POWER RODDING	SEWER/CATCH BASIN CLEANING- 2602 COTTAGE LN	AP110518	4374	Drainage Projects	2,700.00
NICOR GAS	NICOR 8254111000-1 1702 PLAINFIELD RD	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	122.86
NORWALK TANK	REAR YARD INVENTORY	AP110518	4374	Drainage Projects	438.70
NORWALK TANK	REAR YARD INVENTORY -INLETS	AP110518	4374	Drainage Projects	71.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	AP110518	4219	Liability Insurance	57.00
OFFICE DEPOT	CALENDARS FOR CITY HALL AND PUBLIC WORKS	AP110518	4253	Supplies - Office	101.29
OFFICE DEPOT	BANKERS BOXES, MANILLA FOLDER FOR PUBLIC WORKS	AP110518	4253	Supplies - Office	65.88
OFFICE DEPOT	DRY ERASE/CORK BOARD COMBO FOR MEDIA ROOM	AP110518	4253	Supplies - Office	149.68
RAGS ELECTRIC	PUBLIC WORKS COMPRESSORS	AP110518	4223	Maintenance - Building	1,796.90
RAGS ELECTRIC	INSTALL NEW BASES,COVERS FOR POLES	AP110518	4359	Street Light Oper & Maint.	1,595.00
RAGS ELECTRIC	OUTAGE-LAKE RIDGE/ OLDFIELD RD	AP110518	4359	Street Light Oper & Maint.	353.01
RAGS ELECTRIC	CABLE REPAIR- LAKEVIEW/ PLAINFIELD RD	AP110518	4359	Street Light Oper & Maint.	259.20
RAGS ELECTRIC	CABLE AND DUCT REPAIR- 7914 KNOTTINGHAM	AP110518	4359	Street Light Oper & Maint.	1,281.03
RAGS ELECTRIC	OUTAGE-8415 CHICORY CT	AP110518	4359	Street Light Oper & Maint.	303.50

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAGS ELECTRIC	OUTAGE- DARIEN WOODS CT / FRONTAGE	AP110518	4359	Street Light Oper & Maint.	267.72
RED WING SHOES	HERMAN- SHIRTS, PANTS	AP110518	4269	Uniforms	366.80
RED WING SHOES	GREEN-UNIFORM	AP110518-2	4269	Uniforms	783.82
RICMAR INDUSTRIES, INC.	CLEANING SUPPLIES-PUBLIC WORKS	AP110518	4223	Maintenance - Building	272.00
ROBERT GOODWIN	OVERPAYMENT REAR YARD PROJECT -1118 TAMARACK DR	AP110518-2	4374	Drainage Projects	81.52
SCORPIO CONSTRUCTION CORP	2018-19 APRONS & ROAD PATCHING	AP110518-2	4374	Drainage Projects	4,154.00
SCORPIO CONSTRUCTION CORP	2018-19 APRONS & ROAD PATCHING	AP110518-2	4374	Drainage Projects	4,526.00
STATE INDUSTRIAL PRODUCTS	SEPTIC-PUBLIC WORKS	AP110518	4223	Maintenance - Building	249.67
STATE INDUSTRIAL PRODUCTS	SLUDGE HAMMER AND SEPTIC- PUBLIC WORKS	AP110518	4223	Maintenance - Building	494.69
STEVE PIPER & SONS, INC.	TUB GRINDING	AP110518	4243	Rent - Equipment	1,925.00
SUBURBAN DOOR CHECK & LOCK SVC	PADLOCKS	AP110518	4223	Maintenance - Building	146.88
TAMELING INDUSTRIES	SEED	AP110518	4257	Supplies - Other	150.00
TRI-K INC	WIPES FOR PUBLIC WORKS	AP110518	4223	Maintenance - Building	67.50
TRI-K INC	GLOVES FOR PUBLIC WORKS	AP110518	4223	Maintenance - Building	50.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- POLICE DEPT	AP110518	4223	Maintenance - Building	41.49
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110518	4223	Maintenance - Building	62.94
WESTERN IRRIGATION	IRRIGATION MAINTENANCE- CLOCK TOWER	AP110518	4223	Maintenance - Building	185.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4257	Supplies - Other	270.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4374	Drainage Projects	54.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4374	Drainage Projects	162.00

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/5/2018 Through 11/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4374	Drainage Projects	54.00
WILLOW-RIDGE GLASS, INC.	CITY HALL GLASS WINDOW	AP110518-2	4223	Maintenance - Building	175.00
WILLOWBROOK FORD, INC.	REPAIR FOR 502	AP110518	4229	Maintenance - Vehicles	225.29
WILLOWBROOK FORD, INC.	REPAIR- 104	AP110518	4229	Maintenance - Vehicles	<u>135.00</u>
				Total Public Works, Streets	205,217.16

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCED PUBLIC SAFETY, INC.	ZEBRA CABLES FOR COMPUTERS	AP110518	4225	Maintenance - Equipment	54.96
ADVANTAGE CHEVROLET	STEERING ANGLE SENSOR CONNECTOR FOR D2	AP110518	4229	Maintenance - Vehicles	443.04
ADVANTAGE CHEVROLET	REPARIS FOR D5	AP110518-2	4229	Maintenance - Vehicles	2,938.25
ADVANTAGE CHEVROLET	REPAIRS FOR D2	AP110518-2	4229	Maintenance - Vehicles	3,273.03
ALPHA PRINTING	LETTERHEAD ENVELOPES FOR POLICE DEPT	AP110518	4235	Printing and Forms	107.00
AXON ENTERPRISE INC	100 TASER CARTRIDGES	AP110518	4217	Investigation and Equipment	3,300.00
DU-COMM	QUARTERLY SHARES (November 1, 2018 through January 31, 2019)	AP110518	4325	Consulting/Professional	94,307.75
DU-COMM	OPERATING COSTS (November 1 thru January 31, 2019)	AP110518-2	4325	Consulting/Professional	4,864.88
eLINEUP LLC	E-LINEUP SOFTWARE MAINTENANCE	AP110518	4217	Investigation and Equipment	600.00
GREG THOMAS	IACP CONFERENCE-MEALS, TRANSPORTATION	AP110518	4265	Travel/Meetings	162.09
INDUSTRIAL ORG SOLUTIONS	EVALUATION FOR CANDIDATE-KLEIN	AP110518	4205	Boards and Commissions	485.00
ITOA	ITOA CONFERENCE-SGT TOPEL	AP110518	4263	Training and Education	325.00
JEFFREY SIMEK	SIMEK - SHIRT	AP110518	4269	Uniforms	35.00
JUST TIRES	TAHOE TIRES FOR STOCK	AP110518	4229	Maintenance - Vehicles	1,578.60
JUST TIRES	STATE TIRE FEE	AP110518	4229	Maintenance - Vehicles	30.00
NICOR GAS	NICOR 82800010009 -1710 PLAINFIELD RD	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	331.98
PEP BOYS	REPAIR FOR D7	AP110518	4229	Maintenance - Vehicles	12.05
PEP BOYS	REPAIR FOR D7	AP110518	4229	Maintenance - Vehicles	17.99

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	AUX WHITESIDES-SWEATE... PANTS	AP110518	4203	Auxiliary Police	243.00
RAY O'HERRON CO. INC.	BOZEK -RAINCOAT	AP110518	4269	Uniforms	104.00
RAY O'HERRON CO. INC.	BOZEK-KNIFE	AP110518	4269	Uniforms	35.00
RAY O'HERRON CO. INC.	OBRIEN- JACKET, NAMETAPE	AP110518	4269	Uniforms	272.00
RAY O'HERRON CO. INC.	STUTTE -RADIO HOLDER, MACE CASE	AP110518	4269	Uniforms	68.98
RAY O'HERRON CO. INC.	NORTON- MAGAZINES	AP110518	4269	Uniforms	124.00
RAY O'HERRON CO. INC.	YEO- LIGHT HOLDER, STINGER POUCH	AP110518	4269	Uniforms	35.98
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES- POLICE DEPT	AP110518	4253	Supplies - Office	50.36
STAPLES BUSINESS ADVANTAGE	POLICE DEPT-OFFICE SUPPLIES	AP110518	4253	Supplies - Office	213.01
THEODORE POLYGRAPH SERVICE	POLYGRAPH EXAM- CANDIDATE MEYER	AP110518	4205	Boards and Commissions	175.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH-CANDIDA... SEVESKA	AP110518	4205	Boards and Commissions	175.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH-CANDIDA... SZYMKOWIAK	AP110518	4205	Boards and Commissions	175.00
THOMSON REUTERS -	WEST INFORMATION CHARGES-INVESTIGAT... SUITE	AP110518	4217	Investigation and Equipment	295.50
WILLOWBROOK FORD, INC.	BELT- D36	AP110518	4229	Maintenance - Vehicles	13.02
WILLOWBROOK FORD, INC.	RETAINING CLIP	AP110518-2	4229	Maintenance - Vehicles	22.56
				Total Police Department	114,869.03
				Total General Fund	349,741.56

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALARM DETECTION SYSTEMS INC	PW-ALARM (Nov 2018 thru Jan 2019)	AP110518	4223	Maintenance - Building	203.43
CENTRAL SOD FARMS	SOD FOR RESTORATIONS	AP110518	4231	Maintenance - Water System	296.00
CENTRAL SOD FARMS	PALLET DEPOSIT	AP110518	4231	Maintenance - Water System	(20.00)
CENTRAL SOD FARMS	HD 2000 BLUEGRASS 100#	AP110518	4231	Maintenance - Water System	69.00
CENTRAL SOD FARMS	HD200 KY BLUEGRASS SOD	AP110518	4231	Maintenance - Water System	128.00
CENTRAL SOD FARMS	HD200 BLUEGRASS #100	AP110518	4231	Maintenance - Water System	79.00
CENTRAL SOD FARMS	HD2000 BLUEGRASS #100	AP110518	4231	Maintenance - Water System	276.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP110518	4219	Liability Insurance	153.15
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET (10-10-18)	AP110518	4219	Liability Insurance	63.11
COM ED	75TH ST PUMPHOUSE	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	144.51
CORE & MAIN	2 INCH WATER METERS	AP110518	4880	Water Meter Purchases	1,209.50
CORE & MAIN	BELL JOINT CLAMP	AP110518-2	4231	Maintenance - Water System	814.31
DAS ENTERPRISES, INC.	SPOILS FROM WATER MAIN BREAK	AP110518	4231	Maintenance - Water System	864.84
DUPAGE COUNTY PUBLIC WORKS	METER READINGS 7-1-18 thru 8-31-18 and JULY 2018 BILLING	AP110518	4336	Data Processing	27,419.25
DUPAGE TOPSOIL, INC.	TOP SOIL FOR RESTORATIONS	AP110518	4231	Maintenance - Water System	525.00
DUPAGE TOPSOIL, INC.	TOP SOIL FOR RESTORATIONS	AP110518	4231	Maintenance - Water System	350.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR RESTORATIONS	AP110518-2	4231	Maintenance - Water System	175.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR RESTORATIONS	AP110518-3	4231	Maintenance - Water System	350.00
DYNEGY ENERGY SERVICES	ENERGY- 18W736 MANNING	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	83.31

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DYNEGY ENERGY SERVICES	ENERGY- 1220 PLAINFIELD RD	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,932.84
DYNEGY ENERGY SERVICES	ENERGY- LAKEVIEW /OAKLEY	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	32.81
DYNEGY ENERGY SERVICES	ENERGY- 9S720 LEMONT RD	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	86.61
DYNEGY ENERGY SERVICES	ENERGY- 87TH and RIDGE	AP110518	4271	Utilities (Elec,Gas,Wtr,Sewer)	80.69
ELMHURST CHICAGO STONE COMPANY	CONCRETE RESTORATION- PLAINFIELD RD MAIN BREAK	AP110518	4231	Maintenance - Water System	897.00
I.R.M.A.	SEPTEMBER DEDUCTIBLE	AP110518	4219	Liability Insurance	117.00
MAC TOOLS	TORQUE WRENCH	AP110518	4231	Maintenance - Water System	349.99
NICOR GAS	NICOR 21710264942 1220 PLAINFIELD RD (PLANT 2)	AP110518-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	87.54
NICOR GAS	NICOR 05002110004 1930 MANNING RD (PLANT 3)	AP110518-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	84.12
NICOR GAS	NICOR 05002110004 1930 MANNING RD (PLANT 4)	AP110518-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	49.42
RED WING SHOES	BEUSSE -JACKET	AP110518	4269	Uniforms	94.50
RED WING SHOES	SOCKS -CABLE	AP110518	4269	Uniforms	39.97
RED WING SHOES	CABLE- UNIFORM	AP110518-2	4269	Uniforms	322.19
THE BANK OF NEW YORK MELLON	#DARIENGO2012 (GO REFUNDING)	AP110518	4950	Debt Retire-Water Refunding	264,137.50
TRI-K INC	WIPES FOR PUBLIC WORKS	AP110518	4223	Maintenance - Building	67.50
TRI-K INC	GLOVES FOR PUBLIC WORKS	AP110518	4223	Maintenance - Building	50.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4231	Maintenance - Water System	270.00
WL CONSTRUCTION SUPPLY INC	SAW BLADE	AP110518	4231	Maintenance - Water System	419.99

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ZIEBELL WATER SERVICE PRODUCTS	REPAIR SLEEVES	AP110518-2	4231	Maintenance - Water System	719.00
				Total Public Works, Water	303,022.08
				Total Water Fund	303,022.08

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ORANGE CRUSH LLC	SURFACE MATERIAL	AP110518	4245	Road Material	104.00
ORANGE CRUSH LLC	SURFACE MATERIAL	AP110518	4245	Road Material	104.52
ORANGE CRUSH LLC	ASPHALT	AP110518	4245	Road Material	145.60
ORANGE CRUSH LLC	ASPHALT	AP110518	4245	Road Material	161.20
ORANGE CRUSH LLC	ASPHALT	AP110518	4245	Road Material	186.68
ORANGE CRUSH LLC	ROAD PATCH	AP110518-2	4245	Road Material	158.60
VULCAN CONSTRUCTION MATERIALS	STONE FOR VARIOUS PROJECTS	AP110518	4245	Road Material	3,643.64
				Total MFT Expenses	4,504.24
				Total Motor Fuel Tax	4,504.24

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHELL	GAS FOR POLICE DEPT	AP110518	4273	Vehicle (Gas and Oil)	228.58
				Total Drug Forfeiture Expenditures	228.58
				Total State Drug Forfeiture Fund	228.58

**CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 11/5/2018 Through 11/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING: PLAINFIELD RD WATERMAIN	AP110518	4390	Capital Improv-Infrastructure	14,259.00
THE FENCE STORE	FENCE WORK @ MCDONALDS	AP110518	4390	Capital Improv-Infrastructure	4,100.00
				Total Depreciation Expenses	18,359.00
				Total Water Depreciation Fund	18,359.00

CITY OF DARIEN
Expenditure Journal
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 11/5/2018 Through 11/5/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
PACE SYSTEMS INC	PACE SCHEDULER SOFTWARE -3 YEARS (End 9-30-2021)	AP110518	4213	Dues and Subscriptions	7,650.00
				Total Drug Forfeiture Expenditures	7,650.00
				Total Federal Equitable Sharing Fund	7,650.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 11/5/2018 Through 11/5/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCED DRAINAGE SYSTEMS	PIPE FOR DEVONSHIRE	AP110518	4376	Ditch Projects	5,895.70
DAS ENTERPRISES, INC.	HAUL-DRAINAGE PROJECTS (10-9-18)	AP110518	4376	Ditch Projects	1,769.90
DAS ENTERPRISES, INC.	HAUL-DRAINAGE PROJECTS (10-9-18)	AP110518	4376	Ditch Projects	120.69
DAS ENTERPRISES, INC.	HAUL-(10-10-18)	AP110518	4376	Ditch Projects	892.98
DAS ENTERPRISES, INC.	HAUL-(10-10-18)	AP110518	4376	Ditch Projects	1,013.68
DAS ENTERPRISES, INC.	HAUL-(10-10-18)	AP110518	4376	Ditch Projects	386.18
DAS ENTERPRISES, INC.	HAUL (10-8-18)	AP110518	4376	Ditch Projects	2,654.85
ELMHURST CHICAGO STONE COMPANY	DUMP FEES- DEVONSHIRE	AP110518	4376	Ditch Projects	1,458.00
HOMER TREE CARE, INC.	TREE REMOVAL-7941 KNOTTINGHAM	AP110518	4376	Ditch Projects	475.00
SCORPIO CONSTRUCTION CORP	DEVONSHIRE-KNOTTI...	AP110518	4376	Ditch Projects	63,148.00
SCORPIO CONSTRUCTION CORP	2018 ROAD PROGRAM	AP110518	4855	Street Reconstruction/Rehab	4,950.00
SCORPIO CONSTRUCTION CORP	RESTORATION- DEVONSHIRE/KNOTTI...	AP110518-2	4376	Ditch Projects	15,640.00
THE BANK OF NEW YORK MELLON	GO REFUNDING 2015 INTEREST	AP110518	4945	Debt Retire - Property	750.00
TRAFFIC CONTROL AND PROTECTION	MESSAGE BOARDS	AP110518	4376	Ditch Projects	1,750.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4376	Ditch Projects	540.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4376	Ditch Projects	270.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4376	Ditch Projects	270.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4376	Ditch Projects	270.00
WILLCO GREEN LLC	DISPOSAL OF SPOILS	AP110518	4376	Ditch Projects	270.00
				Total Capital Fund Expenditures	102,524.98
				Total Capital Improvement Fund	102,524.98
Report Total					786,030.44

AGENDA MEMO
City Council
Meeting Date: November 5, 2018

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Woman's Club.

BACKUP

Background/History

The Darien Woman's Club has applied for a Class B Raffle License. The dates of the Raffles are March 1, 2018 through March 31, 2018. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Woman's Club raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the November 5, 2018 City Council Agenda for formal consideration.



October 24, 2018

Ms. Maria Gonzalez

City of Darien

1702 Plainfield Road

Darien, IL 60561

Re: Application for Raffle License

Dear Ms. Gonzalez,

On behalf of the Darien Woman's Club I am applying for a class B Raffle License. I have attached

The completed application.

We will be having a Raffle to run March 1, 2019 thru March 31, 2019 to be held using the Pick 3 numbers of the Illinois lottery commission drawn in the evening.

As the Darien Woman's Club is a not-for-profit charitable organization, I am requesting that the bond fee associated with the license to please be waived.

Please let me know if there is anything else you might need.

Sincerely,

A handwritten signature in black ink that reads "Nancy Kunevich". The signature is written in a cursive, flowing style.

Nancy Kunevich

VP, Ways & Means

Cell 708-217-1439

akunevich@att.net

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

- Class A License
 Class B License

NAME OF ORGANIZATION: DARIEN WOMAN'S CLUB

ADDRESS: PO Box 2098 DARIEN IL 60561

TELEPHONE NUMBER: 630-654-0272 FAX NUMBER: _____

TYPE OF ORGANIZATION: CHARITABLE
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
DARIEN AND ALL SURROUNDING AREAS

RAFFLE

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
8:00 AM - 9:00 PM

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
MARCH 1, 2019 — MARCH 31 2019

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
DARIEN PARK DISTRICT

I, NANCY KUNEVICH, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Nancy Kunevich
Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
Meeting Date: November 5, 2018

Issue Statement

Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for William F. Murphy PTO

BACKUP

Background/History

William F. Murphy PTO has applied for a Class A Raffle License for a raffle to be held at Culvers Restaurant on Wednesday, November 14, 2018 They have also requested waiver of the bond requirement.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for William F. Murphy PTO raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the November 5, 2018 City Council Agenda for formal consideration.

Maria Gonzalez

From: sheri sukalo <deanie25@sbcglobal.net>
Sent: Friday, October 19, 2018 1:31 PM
To: Maria Gonzalez
Subject: Raffle License
Attachments: 501c3 Document.pdf

Hello Maria,

Our PTO is hosting a fundraiser at the Culver's in Darien on November 14th, 2018 from 5pm-8pm. The money raised from this event will go directly to our students helping to send each of them on a field trip this year. We would like to also raffle of a basket that we have made for this event. Being that we are a Title One school with little funds I am asking that the fee for the license please be waived. We would appreciate all of your help with this.

Thank you,
Sheri Falzone
William F. Murphy School
PTO President
708-917-6953

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: William F. Murphy School PTO

ADDRESS: 7700 Larchwood Ln. Woodridge, IL 60517

TELEPHONE NUMBER: 708-917-6953 FAX NUMBER: _____

TYPE OF ORGANIZATION: Charitable
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

Culver's on Plainfield Rd.

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

5pm - 8pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:

11/14/18 7:30 - 8pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:

Culver's
541 Plainfield Rd. Darien, IL 60561

I, Sheri Falzone, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Sheri Falzone
Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
November 5, 2018

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2019 Street Maintenance Program, in an amount not to exceed \$32,826.00.

RESOLUTION

Background/History

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2019 Street Maintenance Program. The following roads have been slated for the 2019 Street Maintenance Program:

PROPOSED 2019 ROAD PROGRAM

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft.)	PREVIOUS RESURFACING
Dale Road	66	Marion Hills North	67 th St - 68 th St	860	2003
Clarendon Hills Rd	67	67th -75th	67 th St - 75 th St	5300	2001
Eleanor Place	65	Marion Hills South	Janet Ave – Plainfield Rd	700	2004
71st Street	64	Hinsbrook	Clarendon Hills Rd – Cass Ave	5280	2002
Beechnut Lane	65	Hinsbrook	Hinsbrook Ave – Belair Dr	1750	2006
Tennessee Avenue	67	Plainfield Highlands	Plainfield Rd - 72 nd St	980	2007
Walnut Dr	67	Farmingdale Terrace West	Warwick Ave – Farmingdale Dr	2300	2006
Park Ave	65	Farmingdale Unit 5 - 9	75 th St – 73 rd St	1200	2005
Shelley Ct	65	Farmingdale Unit 5 - 9	Park Ave – Limit	450	2005
Carrol Ct	65	Farmingdale Unit 5 - 9	Park Ave - Limit	450	2005
77th St	65	Brookhaven #2	Knottingham Ln – Williams St	420	2000
Hawthorne Pl	65	Brookhaven #2	Plainfield Rd – Williams St	330	2005
Stevens St	65	Brookhaven #2	Plainfield Rd – Williams St	540	2005
Parkview Dr	66	Farmingdale Village	Beller Dr - 83 rd St	1310	2003
Hillside Ct	65	Farmingdale Village	Hillside Rd - Limit	300	2006
Ripple Ridge Dr CDS	65	Hidden Lakes	Ripple Ridge Dr - Limit	400	2004
Spring Ct	65	Hidden Lakes	Ripple Ridge Dr - Limit	300	2004
Pine Parkway	67	Pine Parkway	Plainfield Rd - Limit	1800	2007
Summit Rd - Alternate	67	Farmingdale Unit 5 - 9	71st St – Clemens Rd	2240	2006
LINEAR FEET				26,910.0	
MILES				5.1	

Pavement resurfacing will include the grinding 2¼ inches of the existing roadway pavement, patching poor areas, the installation of 1½ inches of roadway surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing roadway pavement, patching poor areas, the installation of 1 ½ inches of roadway surface course, 2½ inches of roadway course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 23,870 feet (4.52 miles) for base bid and 26,110 feet (4.8 miles) for the entire project.

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V	\$197/hr. x 6hrs.	= \$ 1,182
Engineer I/II	\$113/hr. x 50hrs.	= \$ <u>5,650</u>
Total		= \$ 6,832

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City staff input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available funds for the project.

Engineer V	\$197/hr. x 24 hrs.	= \$ 4,728
Engineer I/II	\$113/hr. x 120 hrs.	= \$ <u>13,560</u>
Total		= \$18,288

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V	\$197/hr. x 2 meetings x 3 hrs.	= \$1,182
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Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V	\$197/hr. x 2 hrs.	= \$ 394
Engineer 1/11	\$113/hr. x 10 hrs.	= \$ <u>1,130</u>
Total		= \$1,524

Task 5 - Sampling Analysis - Quality Assurance Quality Control - The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

CBBEL estimated the following fees for each of the tasks described above:

Task 1 Field Reconnaissance	\$ 6,832
Task 2 Preparation of Bid Booklet	\$18,288
Task 3 Coordination Meetings	\$ 1,182
Task 4 Bidding Assistance	\$ 1,524
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
Direct Costs	<u>\$ 500</u>
NOT TO EXCEED	\$ 32,826

Funding for the Engineering Services would be expended from the following line item of the FY18/19 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 18/19 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE19325BIDP	ENGINEERING BID SPECIFICATIONS	\$ 33,000.00	\$ 32,826.00	\$ 174.00

Committee Recommendation

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$32,826.00.

Alternate Consideration

As directed by the City Council.

Decision Mode

This item will be placed on the November 5, 2018 City Council agenda for formal consideration.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 10, 2018

REVISED: October 12, 2018

City of Darien
City Hall
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2019 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2019 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2019 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Dale Road	67 th Street – 68 th Street	860
Clarendon Hills Road	67 th Street – 75 th Street	5,300
Eleanor Place	Janet Avenue – Plainfield Road	700
71 st Street	Clarendon Hills Road – Cass Avenue	5,280
Beechnut Lane	Hinsbrook Avenue – Belair Drive	1,750
Tennessee Avenue	Plainfield Road – 72 nd Street	980
Walnut Drive	Warwick Avenue – Farmingdale Drive	2,300
Park Avenue	75 th Street – 73 rd Street	1,200
Shelley Court	Park Avenue - Limit	450
Carrol Court	Park Avenue - Limit	450
77 th Street	Knottingham Lane – Williams Street	420
Hawthorne Place	Stevens Street – Williams Street	330
Stevens Street	Plainfield Road – Hawthorne Place	540

Parkview Drive	Beller Drive – 83 rd Street	1310
Hillside Court	Hillside Lane - Limit	300
Ripple Ridge Cove	Ripple Ridge Drive - Limit	400
Spring Court	Ripple Ridge Drive - Limit	300
Pine Parkway	Plainfield Road - Limit	1800
	BASE BID	24,670
Alternative		
Summit Road	71 st Street – Clemens Road	2,240
PROJECT TOTAL		26,910

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, 2 ½ inches of hottomix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 23,870 feet (4.52 miles) for base bid and 26,110 feet (4.8 miles) for the entire project.

SCOPE AND FEE

TASK 1 – FIELD RECONNAISSANCE: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$197/hr x 6 hrs	= \$ 1,182
Engineer I/II \$113/hr x 50 hrs	= \$ <u>5,650</u>
Total	\$ <u>6,832</u>

TASK 2 – PREPARATION OF BID BOOKLET: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$197/hr x 24 hrs	= \$ 4,728
Engineer I/II \$113/hr x 120 hrs	= \$ <u>13,560</u>
Total	\$ <u>18,288</u>

TASK 3 – COORDINATION MEETINGS: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$197/hr x 2 meetings x 3 hrs = \$1,182

TASK 4 – BIDDING ASSISTANCE: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$197/hr x 2 hrs = \$ 394
Engineer I/II \$ 113/hr x 10 hrs = \$1,130
Total \$1,524

TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL: The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Field Reconnaissance	\$ 6,832
Task 2	Preparation of Bid Booklet	\$18,288
Task 3	Coordination Meetings	\$ 1,182
Task 4	Bidding Assistance	\$ 1,524
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$32,826

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,



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: _____



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2019 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,826.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2019 Street Maintenance Program in an amount not to exceed \$32,826.00, 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 5th day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 10, 2018

REVISED: October 12, 2018

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City Hall
1702 Plainfield Road
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Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$32,826

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,



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
REVISED, SEPTEMBER 2018

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110

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, 2018.

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 inexactitudes, 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, country 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.

AGENDA MEMO
City Council
November 5, 2018

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2019 Street Maintenance Program, in an amount not to exceed \$ 11,500.00.

RESOLUTION

Background/History

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 40 pavement corings for the tentatively proposed 2019 Street Maintenance Program. The following roads have been slated for the 2019 Street Maintenance Program:

STREET	RATING	SUB DIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Dale Road	66	Marion Hills North	67 th St - 68 th St	860	2	2003
Clarendon Hills Rd	67	67th -75th	67 th St - 75 th St	5300	5	2001
Eleanor Place	65	Marion Hills South	Janet Ave – Plainfield Rd	700	1	2004
71st Street	64	Hinsbrook	Clarendon Hills – Cass Ave	5280	5	2002
Beechnut Lane	65	Hinsbrook	Hinsbrook Ave – Belair Dr	1750	3	2006
Tennessee Ave	67	Plainfield Highlands	Plainfield Rd - 72 nd St	980	2	2007
Walnut Dr	67	Farmingdale Terrace West	Warwick Ave – Farmingdale Dr	2300	5	2006
Park Ave	65	Farmingdale Unit 5 - 9	75 th St - 73 rd St	1200	2	2005
Shelley Ct	65	Farmingdale Unit 5 - 9	Park Ave - Limit	450	1	2005
Carrol Ct	65	Farmingdale Unit 5 - 9	Park Ave - Limit	450	1	2005
77th St	65	Brookhaven #2	Knottingham Cir – Williams St	420	1	2000
Hawthorne Pl	65	Brookhaven #2	Plainfield Rd – Williams St	330	1	2005
Stevens St	65	Brookhaven #2	Plainfield Rd – Williams St	540	1	2005
Parkview Dr	66	Farmingdale Village	Beller Dr - 83 rd St	1310	3	2003
Hillside Ct	65	Farmingdale Village	Hillside Rd - Limit	300	1	2006
Ripple Ridge Dr CDS	65	Hidden Lakes	Ripple Ridge - Limit	400	1	2004
Spring Ct	65	Hidden Lakes	Ripple Ridge - Limit	300	1	2004
Pine Parkway	67	Pine Parkway	Plainfield Rd - Limit	1800	4	2007
				24,670 ft. 4.52 miles	40	
Alternate-Summit Rd		Farmingdale Unit 5 - 9	71st St – Clemens Rd	2240	4	
				26,910 ft. 5.1 miles	44	

The proposed Engineering Agreement includes the following scope of services:

Task 1-Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 44 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2-Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2019 Road Program based on the City's budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

CBBEL estimates the following fees for each of the tasks described above:

Task 1 Geotechnical Investigation	\$ 10,500
Task 2 Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL	\$ 11,500

Funding for the Engineering Services would be expended from the following line item of the FY 18/19 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY18/19 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE19325CORE	ROAD CORE SPECS TESTING SERVICES	\$ 13,200.00	\$ 11,500.00	\$ 1,700.00

Committee Recommendation

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$ 11,500.00.

Alternate Consideration

As directed by the City Council.

Decision Mode

This item will be placed on the November 5, 2018 City Council agenda for formal consideration.

MEMO


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 10, 2018

 City of Darien
 City Hall
 1702 Plainfield Road
 Darien, Illinois 60561

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2019 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2019 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2019 Road Program will consist of the following streets:

PROPOSED 2019 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
Dale Road	67 th Street – 68 th Street	860	2
Clarendon Hills Road	67 th Street– 75 th Street	5,300	5
Eleanor Place	Janet Avenue – Plainfield Road	700	1
71 st Street	Clarendon Hills Rd – Cass Ave	5,280	5
Beechnut Lane	Hinsbrook Avenue – Belair Drive	1750	3
Tennessee Avenue	Plainfield Road – 72 nd Street	980	2
Walnut Drive	Warwick Avenue – Farmingdale Drive	2,300	5
Park Avenue	75 th Street – 73 rd Street	1,200	2
Shelley Court	Park Avenue – Limit	450	1
Carroll Court	Park Avenue – Limit	450	1
77 th Street	Knottingham Lane – Williams Street	420	1

Hawthorne Place	Stevens Street – Williams Street	330	1
Stevens Street	Plainfield Road – Hawthorne Place	540	1
Parkview Drive	Beller Drive – 83 rd Street	1,310	3
Hillside Court	Hillside Lane – Limit	300	1
Ripple Ridge Cove	Ripple Ridge Drive – Limit	400	1
Spring Court	Ripple Ridge Drive – Limit	300	1
Pine Parkway	Plainfield Road – Limit	1,800	4
	BASE BID	24,670	
Alternative			
Summit Road	71 st Street – Clemens Road	2,240	4
	ALTERNATE BID	26,910	44

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 44 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2019 Road Program based on the City’s budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 10,500
Task 2	Evaluation of Geotechnical Report	<u>\$ 1,000</u>
	TOTAL	\$ 11,500

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 not 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,



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: _____



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2019 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$11,500.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2019 Street Maintenance Program in an amount not to exceed a total cost of \$11,500.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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 5th day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 10, 2018

 City of Darien
 City Hall
 1702 Plainfield Road
 Darien, Illinois 60561

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 Subject: Proposal for Professional Engineering Services
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SCOPE AND FEE

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CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2019 Road Program based on the City’s budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 10,500
Task 2	Evaluation of Geotechnical Report	<u>\$ 1,000</u>
	TOTAL	\$ 11,500

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 not 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,



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, 2006

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	210
Engineer VI	184
Engineer V	150
Engineer IV	121
Engineer III	112
Engineer I/II	91
Survey V	150
Survey IV	115
Survey III	110
Survey II	86
Survey I	67
Resource Planner V	102
Resource Planner IV	97
Resource Planner III	88
Resource Planner II	80
Engineering Technician IV	115
Engineering Technician III	95
Engineering Technician I/II	87
CAD Manager	121
Assistant CAD Manager	115
CAD II	112
CAD I	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54

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, 2006

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 inexactitudes, 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, country 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.

AGENDA MEMO
City Council
November 5, 2018

Issue Statement

Approval of a resolution authorizing the Mayor to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

RESOLUTION

Background/History

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The current agreement on file expires November 15, 2018. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount remains the same at \$41,060. The Agreement provides for five (5) cycles of mowing and up to an additional fifteen (15) in the DuPage County maintenance jurisdictions. While the reimbursable amount remains the same the mowing frequencies have been increased from 10 to 15, therefore reducing the per acre cost from \$100 to \$50 per acre. (20 mowing frequencies x \$50 per acre x 41.06 acres = \$41,060) The proposed agreement is a three-year agreement expiring November 30, 2021. The staff has reviewed the measurements and is in agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The locations where the mowing is required are as follows and is included within the attached Intergovernmental Agreement:

<u>Route Number</u>	<u>Highway Name</u>	<u>Locations</u>
15	Cass Avenue	67 th Street to North Frontage Road
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 th Street	Median and R.O.W. Lemont Road to 1 lot west of Sheridan Dr

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement with DuPage County.

Alternate Consideration

As directed by the City Council.

Decision Mode

This item will be placed on the November 5, 2018 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF DARIEN AND THE COUNTY OF DUPAGE
FOR MOWING ALONG COUNTY ROAD AND RIGHT OF WAYS**

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said mowing along County roads and right of ways, a copy of which is attached hereto as "[Exhibit A](#)", and is incorporated herein; and

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

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for mowing of grass, weeds and other vegetation growing along the roads and right of ways, subject to the County of DuPage Intergovernmental Agreement paying for the equivalent of up to twenty (20) mowings.

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

RESOLUTION NO. _____

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, DUPAGE COUNTY, ILLINOIS, this 5th day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5th day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE CITY OF DARIEN
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation. The COUNTY and the CITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the CITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the CITY agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the CITY as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	South	11.26
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	North	12.70
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	Median	6.31
	75th Street Total				30.27
15	Cass Avenue	67th Street	N Frontage Rd.	East	2.20
15	Cass Avenue	67th Street	N Frontage Rd.	West	2.14
	Cass Avenue Total				4.34
31	Plainfield Road	Sawmill Dr.	IL 83	South	3.05
31	Plainfield Road	Sawmill Dr.	IL 83	North	3.4
	Plainfield Road Total				6.45
	Grand Total				41.06

and;

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the City of Darien for the CITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The CITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The CITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the CITY shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the CITY of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the CITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the CITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The CITY agrees, covenants, and understands that the CITY bears sole liability for any injury or damage caused by the CITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the CITY except where any injury or damage is caused by the COUNTY.
6. Indemnification
 - (a) The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions or any of the CITY contractor's or agent's negligent or

willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

- (b) (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the CITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the CITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CITY, under the law."

7. At all times during the period of this Agreement, the CITY and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

- (c) **Commercial (Comprehensive) General Liability**
Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The CITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the CITY to the COUNTY immediately upon request. Additionally, the CITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The CITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The CITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The CITY understands that it is to the CITY's benefit to diligently enforce this insurance requirement as the CITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."
- (g) The insurance required to be purchased and maintained by the CITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater;

and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CITY is satisfying insurance required through a combination of primary and excess coverage, the CITY shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- (h) It is the duty of the CITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the CITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the CITY that the CITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the CITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the CITY's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The CITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the CITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional

insured is to be on a primary and non-contributory basis."

- (j) If the CITY will be using their own forces for the work covered in this Agreement, the CITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the CITY will be hiring a contractor for the work covered in this Agreement, the CITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE CITY:

Bryon Vana
City Administrator
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2021, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the CITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the CITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.

8. The CITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:
 - First Mowing - May 1
 - Second Mowing - June 1
 - Third Mowing - July 1
 - Fourth Mowing - August 1
 - Fifth Mowing - September 15Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the CITY the lessor of \$2,053.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 41.06 acres.
13. **The CITY shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre (\$50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the CITY in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds, County Clerk

CITY OF DARIEN

Signed this _____ day of _____, 2018, at Darien, Illinois.

Kathleen Moesle-Weaver, Mayor
City of Darien

ATTEST:

JoAnne E. Ragona, City Clerk
City of Darien

AGENDA MEMO
CITY COUNCIL
November 5, 2018

Issue Statement

Approval of a [resolution](#) accepting the public improvements and authorizing release of the Letter of Credit upon receipt of maintenance security for the Carriage Way West Unit 6 development.

And

Approval of a [resolution](#) of the Plat of Easement for the Carriage Way West Unit 6 development.

Background

Brian Broderick of Carriage Greens is the owner and developer of the 2 single family lot subdivision known as Carriage Way West Unit 6. His contractor has completed the underground utilities and grading. The City Engineer has reviewed, inspected, and approved said improvements. Due to the relocation of the storm sewer on Lot 1, the easement had to be shifted. The City Engineer has reviewed and approved the Plat of Easement.

The developer had posted a letter of credit in the amount of \$67,455 to secure the cost of the improvements. Per City requirements, the City can authorize release of said Letter of Credit for construction security. The developer has committed to submitting a check for the required one year maintenance period, which is 10% of construction costs or \$6,131, to cover the cost of repairs that may be needed.

Attachments

- A – [Lynch letter 10/3/18](#)
- B – [Lynch letter 10/6/18](#)
- C – [Plat of Easement](#)
- D – [Probable Construction Costs](#)
- E – [Letter of Credit](#)
- F – [Maintenance Security email](#)

MSC

The Municipal Services Committee reviewed this development at their meeting on October 22 and voted 2-0 to recommend approval of both resolutions as presented.

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

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

October 3, 2018

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Steve Manning

Subject: Carriage Way West Unit 6
Lot 1 Plat of Easement
(CBBEL Project No. 950323.H182)

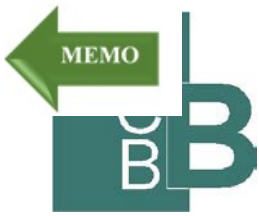
Dear Steve:

As requested by email on October 2, 2018, we have reviewed the Plat of Easement for the above property prepared by Ridgeline Consultants and dated October 1, 2018. The purpose of the plat is to provide an additional easement over the storm sewer which was constructed outside of the easements granted by the plat of subdivision. Our previous comments have been addressed and, in our opinion, the Plat is now in general compliance with City Code. We recommend that the City Council accept the easement and record it.

If you have any questions, please feel free to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

October 6, 2018

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Carriage Way West Unit 6
(CBBEL Project No. 950323 H182)

Dear Dan:

As requested, we have prepared this updated letter regarding the Record Drawings for the above property dated September 5, 2018 and prepared by Ridgeline Consultants, LLC. With the recently prepared Plat of Easement, we can now say that the Record Drawings are in general compliance with the approved plans, subject to the easement being approved by the City Council and recorded.

Please feel free to contact me should you have any questions.

Sincerely,

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc: Steve Manning – City of Darien

MEMO



North
Scale 1" = 20'



ABBREVIATION LEGEND

- E = EAST
- (M) = MEASURED DISTANCE
- N = NORTH
- P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
- (R) = RECORD DISTANCE
- S = SOUTH
- W = WEST

LEGEND

- = BUILDING LINE
- - - - - = CENTERLINE
- - - - - = EASEMENT LINE
- = PROPERTY LINE
- = RIGHT OF WAY LINE
- ||||| = PROPOSED EASEMENT = PREMISES

PLAT OF EASEMENT

LEGAL DESCRIPTION OF 10' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT:
 THAT PART OF LOT 1 IN CARRIAGE WAY WEST UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 2018, AS DOCUMENT NUMBER R2018-025759, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1, THENCE NORTH 64 DEGREES 20 MINUTES 59 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 129.94 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 01 SECONDS EAST, 7.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 20 MINUTES 59 SECONDS WEST ALONG A LINE THAT IS 7.50 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 30.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT THAT IS 30.00 FEET NORTHWESTERLY OF, AS MEASURED RADially FROM, AND CONCENTRIC WITH THE SOUTHEASTERLY LINE OF SAID LOT 1, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 110.63 FEET (CHORD BEARING = NORTH 33 DEGREES 38 MINUTES 56 SECONDS EAST, CHORD LENGTH = 110.48 FEET); THENCE SOUTH 52 DEGREES 21 MINUTES 08 SECONDS EAST, ALONG A LINE THAT IS 7.50 FEET SOUTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES THERETO, AND PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT THAT IS 30.00 FEET NORTHWESTERLY OF, AS MEASURED RADially FROM, AND CONCENTRIC WITH THE SOUTHEASTERLY LINE OF SAID LOT 1, HAVING A RADIUS OF 590.00 FEET, AN ARC LENGTH OF 108.54 FEET (CHORD BEARING = SOUTH 31 DEGREES 38 MINUTES 56 SECONDS WEST, CHORD LENGTH = 108.39 FEET) TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF PROPERTY:
 LOT 1 IN CARRIAGE WAY WEST UNIT 6, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 26, 2018, AS DOCUMENT NUMBER R2018-025759, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE (GRANTOR) - LOT 1

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED ON THE PLAT OF EASEMENT AND THAT THEY HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREON SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON SHOWN.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, 20____

BY _____

TITLE _____

ATTEST _____

TITLE _____

ADDRESS: _____

NOTARY'S CERTIFICATE LOT 1

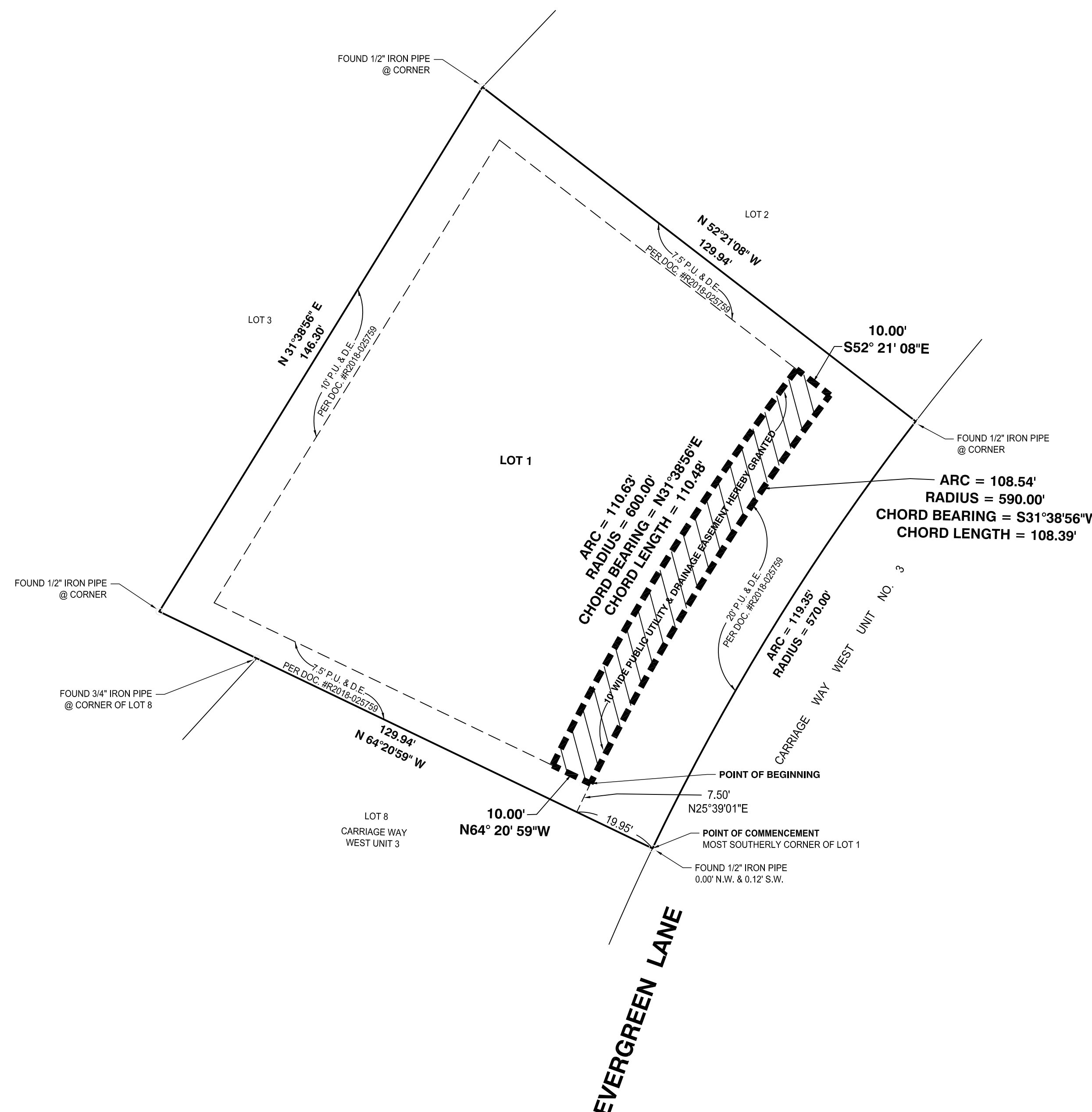
STATE OF ILLINOIS)
) SS
 COUNTY OF DU PAGE)

I HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE BE KNOWN TO ME AS SUCH OWNERS.
 GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____

NOTARY PUBLIC
 MY COMMISSION EXPIRES: _____

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DARIEN (CITY) AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR "(P.U.&D.E.)" ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK, THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF DARIEN EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF DARIEN AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.



SUBMITTED BY/RETURN TO:
 CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN, IL 60561

PARCEL INDEX NUMBER
 09-33-400-014

MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE - GRANTEE

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

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

MAYOR _____

ATTEST: CITY CLERK _____

DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID, ON THE _____ DAY OF _____, A.D., 20____ AT _____ O'CLOCK _____M.

DUPAGE COUNTY RECORDER _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF KANE)

WE, RIDGELINE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004766, DO HEREBY DECLARE THAT WE HAVE PREPARED THE PLAT HEREON DRAWN FOR THE PURPOSE OF CREATING EASEMENTS AS SHOWN, AND THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENTS.

ALL DIMENSIONS ARE IN FEET AND DECIMALS PARTS THEREOF. NO DISTANCES OR ANGLES SHOWN HEREON MAY BE ASSUMED BY SCALING.
 GIVEN UNDER BY HAND AND SEAL THIS _____ DAY OF _____, 20____ IN MONTGOMERY, ILLINOIS.

GEORGE H. SKULAVIK
 IPLS NO. 035-002580
 EXPIRES 11/30/2018



GEORGE H. SKULAVIK P.L.S. 035-002580 EXPIRATION DATE 11/30/2018
 STACY L. STEWART P.L.S. 035-003415 EXPIRATION DATE 11/30/2018
 PROFESSIONAL DESIGN FIRM NO. 184-004766
 1841 AULFERT ROAD
 MONTGOMERY, ILLINOIS 60538
 PHONE 630-801-7927 FAX 630-701-1385

Rev. Date	Rev. Description
10/2/18	PER EMAIL COMMENTS DATED 10-1-18
Book #:	
Drawn By:	TLC
Checked By:	GHS
Date:	9/18/18
Client:	CARRIAGE GREENS COUNTRY CLUB
Project Number:	2016-0155



**CARRIAGE WAY WEST UNIT 6, Darien, IL
ENGINEER'S OPINION ON THE PROBABLE CONSTRUCTION COST**

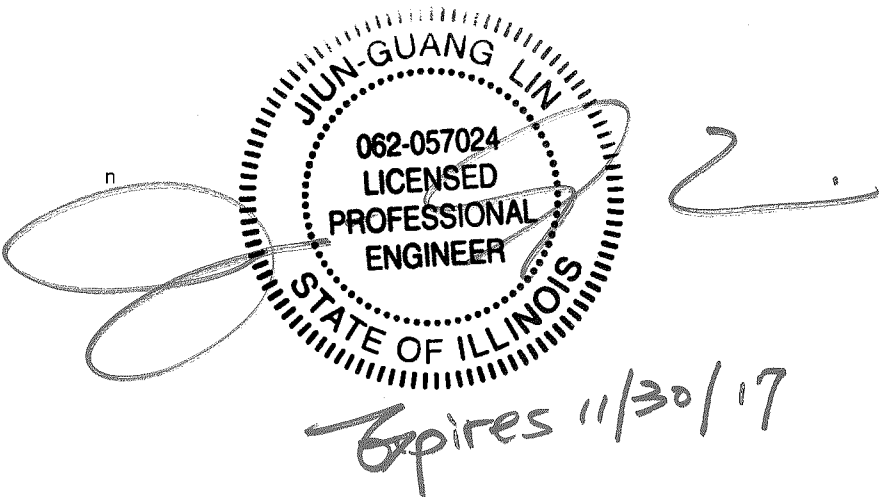
Based on Site Improvement Plans dated 10/10/17

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SCHEDULE 1- DEMOLITION AND SITE CLEARING				
Site Clearing/Tree Removal	LS	1	\$1,500.00	\$1,500.00
Remove Ex. 15" RCP	LF	86	\$15.00	\$1,290.00
TOTAL SCHEDULE I - DEMO & SITE CLEARING				\$2,790.00
SCHEDULE II- EROSION CONTROL				
Silt Fence	LF	900	\$2.00	\$1,800.00
Inlet Filter Baskets	EA	5	\$125.00	\$625.00
Stabilized Construction Entrance & Temp Conc. Washout Area	EA	1	\$1,500.00	\$1,500.00
Seeding	AC	1.2	\$4,000.00	\$4,800.00
TOTAL SCHEDULE II - EROSION CONTROL				\$8,725.00
SCHEDULE III - UNDERGROUND UTILITY IMPROVEMENTS				
A. SANITARY SERVICE CONNECTION				
6" PVC SDR26	LF	133	\$24.50	\$3,258.50
Granular Trench backfill	LF	68	\$25.00	\$1,700.00
Connection to ex. Sanitary Main	EA	2	\$400.00	\$800.00
Pavement Removal and Replacement	SF	324	\$10.00	\$3,240.00
Curb & Gutter Removal and Replacement	LF	24	\$25.00	\$600.00
SUBTOTAL A - SANITARY SERVICE CONNECTION				\$9,598.50
B. STORM SEWER IMPROVEMENTS				
CB Ty A 4' Dia. w/ F&G	EA	2	\$1,600.00	\$3,200.00
15" RCP	LF	116	\$50.00	\$5,800.00
SUBTOTAL B - STORM SEWER IMPROVEMENT				\$9,000.00
C. WATER SERVICE CONNECTION				
1.5" Water Service connection with B-Box (Short)	EA	2	\$1,000.00	\$2,000.00
SUBTOTAL C - WATER SERVICE CONNECTION				\$2,000.00
TOTAL SCHEDULE III-UNDERGROUND IMPROVEMENTS				\$20,598.50

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SCHEDULE IV - MISCELLANEOUS				
Mass Grading incl. Topsoil Striping, Clay Cut/Fill/Topsoil Respread and Topsoil/Clay Haul-Off	LS	1	\$10,000.00	\$10,000.00
Cart Path Removal and replacement	SF	1,920	\$10.00	\$19,200.00
TOTAL SCHEDULE VI - MISCELLANEOUS				\$29,200.00
TOTAL PROBABLE COST				\$61,313.50

General Notes:

1. This Engineer's Opinion of Probable Cost is based on Final Engineering Plans, dated October 10th, 2017 prepared by Ridgeline Consultants, LLC. This Engineer's Opinion of Probable Cost does not include Building Build-out, Dry Utilities (Gas, Electricity and etc), Review fees, Permit fees, Engineering, Surveying or any other item not included.
2. Erosion Control quantities are based off of Site Improvement Plan and do not include items necessary due to temporary conditions. Additional erosion control devices may become necessary as construction progresses onsite. The above Engineer's Opinion of Probable Cost does not include fundings for ongoing maintenance of the erosion control devices.
3. The unit prices are based on best available data from recently bid projects of this nature.





IRREVOCABLE STANDBY LETTER OF CREDIT NO. 67066605-5125

June 27, 2018

City of Darien
1702 Plainfield Road
Darien, IL 60561

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor at the request of and for the account of Carriage Way West, Inc. for the Carriage Way West Unit 6 project, in the aggregate amount up to Sixty Seven Thousand Four Hundred Fifty Five and 00/100 Dollars (\$67,455.00 (the "Stated Amount"). This Letter of Credit shall expire on May 24, 2019 (the "Expiration Date")

The Stated Amount is available to be drawn on Busey Bank, in one or more drawings, upon presentation and delivery to us of (a) this original Letter of Credit and any amendments hereto, and (b) your drawing certificate in the form of Exhibit A (the "Drawing Certificate"); provided that our aggregate obligation to honor such demands shall not exceed the Stated Amount as reduced by prior draws hereunder or reductions pursuant to the next paragraph hereof. Each Drawing Certificate shall have all blanks appropriately filled in and shall be signed by you or your authorized officer and shall be delivered to Busey Bank at its address designated in the following paragraph.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented, together with a Drawing Certificate, during regular business hours at our office located at 100 W. University Avenue, Champaign, IL 61820, to the attention of Commercial Support Manager, before 3:00 o'clock p.m. on or before the Expiration Date. Payments under this Letter of Credit shall be made to you by wire transfer of immediately available funds in accordance with the wire transfer instructions specified in the applicable Drawing Certificate.

Communications relative to this Letter of Credit should be addressed to us at the address specified above, to the attention of Commercial Support Manager, mentioning specifically this Letter of Credit No. 67066605-5125.

Only you may make a drawing under this Letter of Credit, which is not assignable or transferable. The Stated Amount shall be reduced by any drawings made hereunder.

Upon the payment by us to you of the Stated Amount, this Letter of Credit shall automatically terminate.

This Letter of Credit shall be governed by and construed in accordance with the International Standby Practices, ICC publication No. 590 ("ISP 98"), and, to the extent not inconsistent therewith, the laws of the State of Illinois. Any legal proceedings relating to this Letter of Credit shall be brought in the State Court in Champaign County, Illinois. This Letter of Credit sets forth in full our undertaking and our undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, other than ISP 98 and any Drawing Certificate referred to herein in the form attached hereto; and any such references shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Very truly yours,

BUSEY BANK

By: 

Erin Van Kuiken

Its: Assistant Vice President

EXHIBIT A

FORM OF DRAWING CERTIFICATE

_____, 20_

Busey Bank
100 W. University Avenue
Champaign, Illinois 61820
Attention: Commercial Support Manager

Re: Drawing Certificate

Ladies and Gentlemen:

The undersigned, City of Darien ("Beneficiary"), being first duly sworn, under oath, hereby certifies to Busey Bank, with reference to Letter of Credit No. 67066605-5125 (the "Letter of Credit"; all capitalized terms used herein without definition shall have the meanings given such terms in the Letter of Credit) that:

1. This is a Drawing Certificate referred to in the Letter of Credit; the Stated Amount under such Letter of Credit (less any amounts previously drawn) is available to be drawn against presentation of this Drawing Certificate.

2. Carriage Way West, Inc. for the Carriage Way West Unit 6 project ("Applicant") has failed to perform its obligations specified in those Plans dated October 17, 2017 between Beneficiary and Applicant (the "Agreement") and the amount specified in Section 3 below is due and owing to Beneficiary under the Agreement.

3. Beneficiary is making a demand for payment under the Letter of Credit in the amount of \$ _____.

Please wire transfer the funds to the following account:

Bank: _____
Address: _____
Account name: _____
Account No.: _____

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being first duly sworn, under oath, has executed and delivered this Certificate as of the _____ day of _____, 20__.

City of Darien

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of City of Darien, an Illinois Municipality, personally known to me to be same person whose name is subscribed to the foregoing certificate as such _____ and being first duly sworn by me under oath, appeared before me this day and acknowledged that such person signed and delivered the said instrument as such person's free and voluntary act of said City of Darien, an Illinois Municipality, for the uses and purposes therein set forth, and stated that the facts alleged in the foregoing certificate are true.

Given under my hand and Notarial Seal this _____ day of _____, 20__ .

NOTARY PUBLIC

MEMO**Steven Manning**

From: Patrick Clancy <pclancy@rfclaw.com>
Sent: Wednesday, October 31, 2018 9:56 AM
To: Steven Manning
Subject: Carriage Way West Unit 6

Hi Steve,

I spoke with Brian and he'll drop off a check for the 1 year collateral instead of extending the LOC.

Please let me know if you need anything else from me.

Patrick A. Clancy

Rock Fusco & Connelly, LLC

321 N. Clark Street, Suite 2200

Chicago, Illinois 60654

312.494.1000 (p) | 312.494.1001 (f)

pclancy@rfclaw.com | <http://www.rfclaw.com>



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING
PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE**

(CARRIAGE WAY WEST UNIT 6 SUBDIVISION – EVERGREEN LANE)

WHEREAS, Broderick Holdings LLC, owner and developer of the property known as Carriage Way West Unit 6, at Evergreen Lane in the City of Darien, has constructed and installed public improvements including water main, sanitary sewer, storm sewer, and grading on said property; and

WHEREAS, the developer has previously filed with the City a Letter of Credit securing the installation of said public improvements; and

WHEREAS, the public improvements are complete and in good repair in accordance with the City of Darien standards and requirements; and

WHEREAS, in accordance with City’s Subdivision regulations, it is now appropriate for the City of Darien to accept said public improvements subject to the one-year maintenance period as required by the Subdivision regulations.

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

SECTION 1: Acceptance. The City of Darien hereby accepts the conveyance and dedication of the public improvements installed in the Carriage Way West Unit 6 Subdivision subject to the one-year maintenance period as required by the City’s Subdivision regulations.

SECTION 2: Condition. The acceptance of the improvements specified in Section 1 of this resolution are subject to the condition that the City of Darien authorizes the release of the letter

RESOLUTION NO. _____

of credit currently held in the amount of \$67,455 when the developer submits security for a one-year maintenance period in the amount of \$6,131.

SECTION 3: Completion. Upon the satisfactory completion of any necessary repairs to said public improvements during the one-year maintenance period, the City shall finally accept said public improvements.

SECTION 4: Effective Date. This Ordinance 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 2nd day of November, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF EASEMENT

(Carriage Way West Unit 6, Lot 1 – Evergreen Lane – PIN# 09-33-400-014)

WHEREAS, Broderick Holdings LLC, developer of the property known as Carriage Way West Unit 6, at Evergreen Lane in the City of Darien, has constructed and installed certain improvements including water main, sanitary sewer, storm sewer, and grading on said property; and

WHEREAS, the said improvements have been completed in accordance with the City of Darien standards and requirements; and

WHEREAS, Broderick Holdings LLC has submitted a Plat of Easement for Lot 1 for said improvements; and

WHEREAS, said Plat of Easement has been prepared in accordance with the City of Darien standards and requirements; and

WHEREAS, in accordance with City regulations, it is now appropriate for the City of Darien to approve said Plat of Easement for Lot 1.

NOW, THEREFORE, 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 and City Clerk to approve a Plat of Easement for the following property: Lot 1 of the Carriage Way West Unit 6 development on Evergreen Lane, PIN# 09-33-400-014, a copy of which is 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.

RESOLUTION NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of November, 2018

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
November 5, 2018

Case

PZC 2018-07 7879 Lemont Road (Club Fusion)

Issue Statement

Petitioner seeks approval of a special use zoning ordinance to operate an indoor volleyball recreation business in a portion of the building at 7879 Lemont Road.

ORDINANCE

General Information

Petitioner / Lessee:	William Milborn, owner, Club Fusion Inc.
Property Owner / Lessor:	Darien Real Estate LLC
Property Location / PIN#:	7879 Lemont Road / 09-29-302-065
Zoning / Land Use:	Site: ORI / warehouse (Panattoni) South: ORI / underground utility (NIGAS) West: B-2 (Woodridge) / undeveloped West: ORI (Woodridge) / self-storage (CubeSmart) North: ORI / forest preserve East: R-3 / forest preserve
Comprehensive Plan:	Future Land Use: Municipal Government
Size of Subject Site:	Lot = 751 feet x 676 = 11.65 acres Building = 580 feet x 320 feet = 185,600 square feet
Natural Features:	Parkway trees, detention pond with natural grasses
Transportation:	On-site parking, with two driveways onto Lemont Road, with left-turn and right-turn lanes on Lemont Road

Development History and Proposal

The City approved the site plans of the Panattoni Development Company for a warehouse project at 7879 Lemont Road in June 2016. The development has been built and sold to a company called Darien Real Estate LLC. There is one tenant in the building now. Bestview International, doing business as Tile & Top, wholesaling kitchen cabinets and flooring, has leased 69,800 square feet or about the south 1/3 of the building. Rest of the building is vacant.

Club Fusion has locations in Batavia, Huntley, Crystal Lake, and a practice facility in Darien. Their business model is to provide volleyball training to youth grades 4-12 and sponsor AAU teams traveling to tournaments. In the past, they have partnered with NuWave Volleyball and have temporarily used space in local schools and at Perfect Swing at 8251 Lemont Road. Club Fusion has a lease pending for 30,960 square feet. Their plan would include 2 sand volleyball courts, 4 hard surface volleyball courts, fitness training room, showers, concessions, pro shop, and offices. Their operational plan is to providing practice and training sessions after school 4:30 – 9:30 with up to 4 coaches and 4 employees. They do not anticipate tournaments on-site or large audience events.

Petitioner Documents (attached to this memo)

1. [Petition](#)
2. [Floor Plan](#)
3. [Letter regarding special use criteria](#)

Staff Documents (attached to this memo)

4. [Photo - aerial of neighborhood](#)
5. [Photo – front \(northwest\) corner of building](#)
6. [Site Plan](#)
7. [Club Fusion website excerpts](#)
8. [Letter from Forest Preserve 9.27.18](#)
9. [PZC minutes October 3, 2018](#)
10. [Special Use Standards](#)

Plan Review

They anticipate that most youth would be dropped off and picked up at northwest corner of building, peaking at 15-25 vehicles just before 4:30 and 7:00. Turn lanes on Lemont Road and two driveways provide access to the site and two-way driving aisles surrounding the building provide circulation on site. Existing parking spaces on site total 202. Code requires 1 space per 3,000 square feet of warehouse space, which for the entire building would total 62 spaces. Code requires 1 space per 1,000 square feet of recreational space, which for Club Fusion would total 31 spaces. The Forest Preserve said they had no comment on this petition.

PZC

The Planning and Zoning Commission reviewed this petition at their public hearing on October 3. Bill Milborn presented their plans and added they have been operating in Darien for 3-4 years and are planning to expand their business. No public comments were received or presented. The PZC made findings that the petition complied with the special use standards. They voted 6-0 to recommend approval as presented with the condition that exterior lighting be reviewed for safety.

The building has wall-mounted lights near the roof and over the doors and pole-mounted lights near the loading docks in the rear. The lighting plan was installed per the approved plan in conformance to code. The lighting appears to be sufficiently bright for pedestrians and vehicles.

MSC

On October 22, the Municipal Services Committee reviewed the petition and the findings of the PZC. The parking, on-site vehicle circulation, and exterior lighting were discussed and thought to be adequate. Aldermen Belczak and Marchese said that this proposed facility would be beneficial to the community and the Panattoni development. The MSC voted 2-0 to recommend approval as presented.

CITY OF DARIEN, ILLINOIS, Community Development Department

Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:

Staff Use Only	
Case No.:	2018-07
Date Received:	8/31/18
Fee Paid:	8585
Check No.:	25408
Hearing Date:	10/3/18

PETITIONER INFORMATION

Club Fusion, Inc (New Wave)

Petitioner's Name
William Milborn

Contact Name
4008 Brookside Tr. Crystal Lake IL
Address, City, State, Zip Code 60012

Phone #
815-703-5373

Fax #
N/A

Email
bmilborn@clubfusionvb.org

Darien Real Estate, LLC

Owner's Name
9450 W. Bryn Mawr (Suite 550)
Address, City, State, Zip Code Rosemont, IL, 60018

Phone #
773-355-3028

Email
Npatel-alister@leeassociates.com

PROPERTY INFORMATION

7879 S. Lemont Rd. Darien, IL.
Property address 60561

PIN(s)
09-29-307-051

Acres
1.494

Zoning
Office, Research & Light Industrial

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Brief description of the request(s):

- Variation
- Special Use
- Simple Variation
- Rezoning

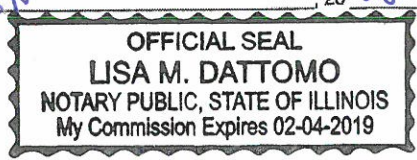
31,000 sq. ft. of building leased to my company Club Fusion / New Wave Volleyball. Use will be for the purpose of training junior volleyball players (ages 10-18) on hard court, sand and with fitness training provided by MFL Sports Per. Players will attend and join club from Community and surrounding Communities.

I, Penny Liu, Manager, Darien Real Estate, LLC do hereby certify that I am the owner of record (or one of the owners of record of the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

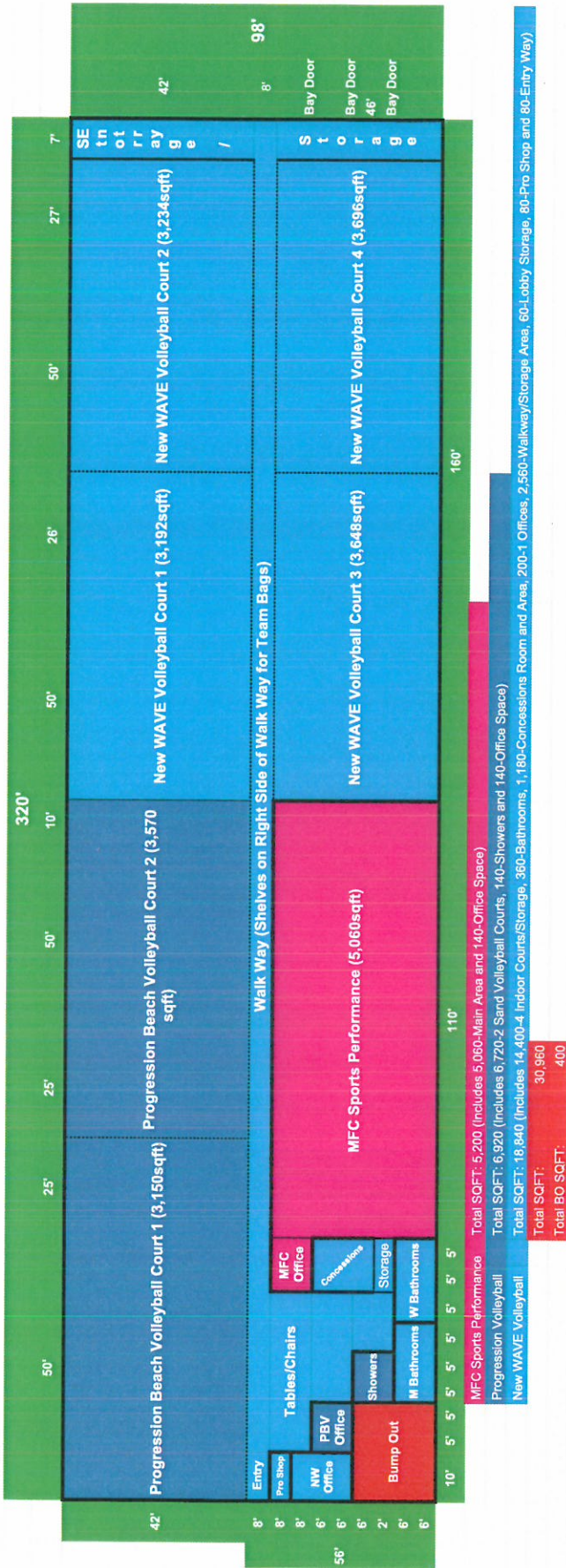
Signature

Subscribed and sworn to before this 31 day of August, 2018

Notary Public



- Library District
- School District
- Fire District
- Park District



Handwritten mark resembling a stylized 'K' or 'X'.



Steve Manning
City Planner, AICP
City of Darien
1702 Plainfield Rd.
Darien, IL 60561

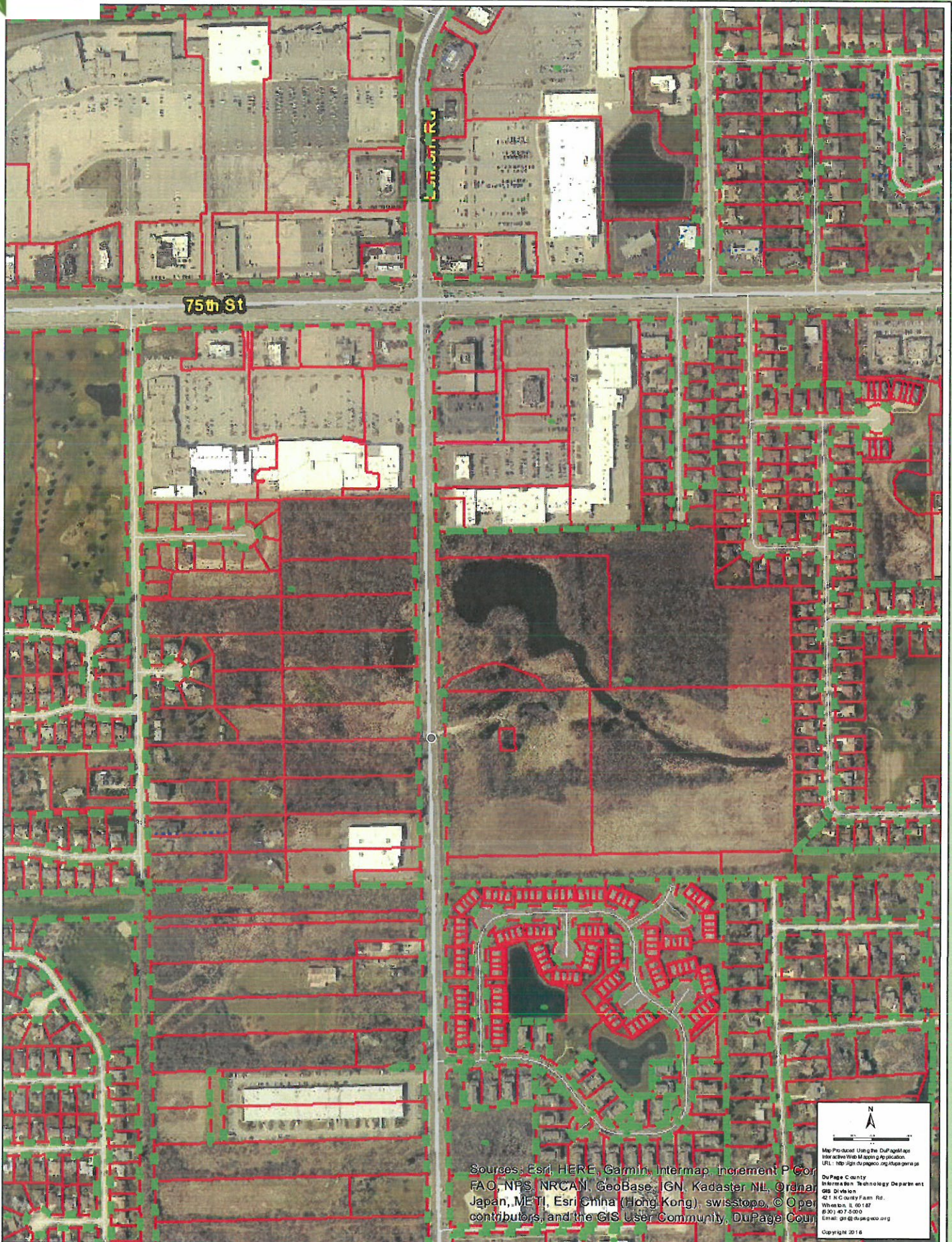
Special Use Criteria

1. The special use (Volleyball / Fitness Training) will be a significant facility upgrade for community athletes versus current facility location. This facility will be a one stop volleyball / fitness training environment for the community.
2. The special use (Volleyball / Fitness Training) will not impose any danger to public health, safety or general welfare.
3. The special use (Volleyball / Fitness Training) will have no negative impact to surrounding properties, nor decrease any property values.
4. The special use (Volleyball / Fitness Training) will not impede normal and orderly development and improvement of surrounding property.
5. The special use (Volleyball / Fitness Training) will not have any negative architectural design effect to landscape effect that would have an undesirable effect on the immediate structures or have any negative effect on current property values.
6. The special use (Volleyball / Fitness Training) will have adequate utilities, access roads, drainage as it relates to the current structure.
7. The special use (Volleyball / Fitness Training) will not have a negative to current traffic flow in this location.
8. It is agreed by special use (Volleyball / Fitness Training) to abide and conform to applicable regulations by the city council of Darien.

A handwritten signature in black ink that reads "Bill Milborn".

Bill Milborn

Owner Club Fusion, Inc
New Wave Volleyball
11104 S. Grant Hwy.
Marengo, IL. 60152



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri China (Hong Kong), Swisstopo, © OpenStreetMap contributors, and the GIS User Community, DuPage County, IL

Map Produced Using the DuPageGIS Web Mapping Application
 URL: <http://map.dupage.org/dupagegis>

DuPage County
 Information Technology Department
 GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187
 © 2016 DuPage County
 Email: gis@dupage.gov
 Copyright 2016

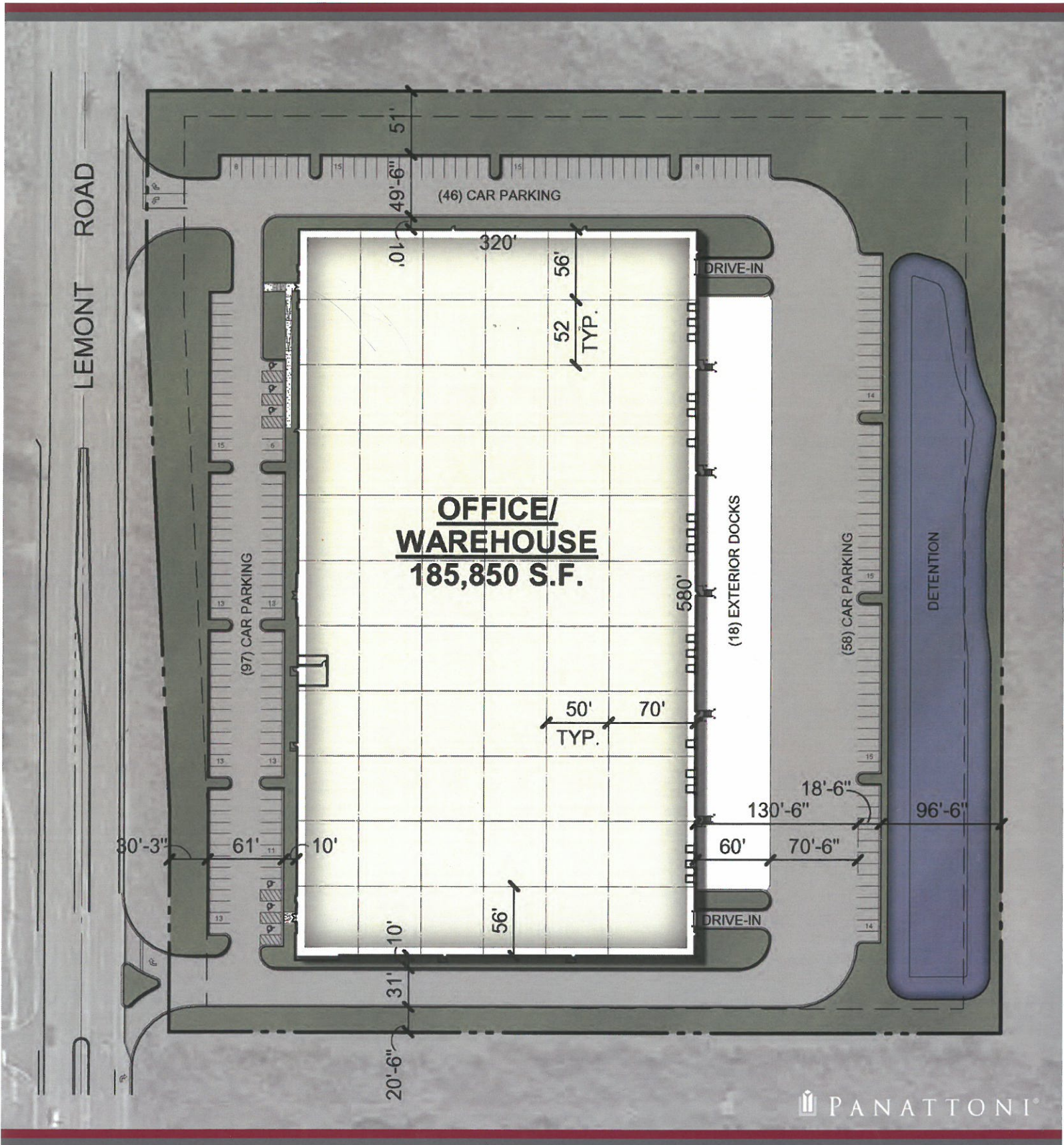


09/25/2018 02:49

7879 LEMONT ROAD
Darien, Illinois



ATTACHMENT 6
185,850 SF (DIVISIBLE)
Available for Lease



PANATTONI

LEE & ASSOCIATES
COMMERCIAL REAL ESTATE SERVICES

9450 W. BRYN MAWR AVENUE, SUITE 550
ROSEMONT, ILLINOIS 60018
MAIN | (773) 355-3000
WWW.LEE-ASSOCIATES.COM

FOR MORE INFORMATION:

TIMOTHY J. MCCAILL
Vice President
(773) 355-3044 direct
tmccahill@lee-associates.com

BRIAN C. VANOSKY
Principal
(773) 355-3023 direct
bvanosky@lee-associates.com

JEFFREY J. JANDA, SIOR
Principal
(773) 355-3015 direct
jjanda@lee-associates.com

No warranty or representation is made as to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice.

Club Fusion is proud to offer 3 convenient locations in northern Illinois. Please pick the location that best fits your location and programming.

Batavia Location

National & Select Indoor Programs, Beach Programs, Camps/Clinics & Lessons

Huntley Location

National & Select Indoor Programs, Beach Programs, Camps/Clinics & Lessons

Crystal Lake Location

Travel & Select Indoor Programs & Youth Academy

Fusion Volleyball Academy

Youth Academy Programs are offered in Batavia, Marengo, Crystal Lake. Coming soon to more locations!!



3

Convenient Locations

Club Fusion has 3 locations in Northern Illinois and also manages New Wave in Darien.

12

National Championships

Club Fusion brought home 9 National Championship in the last 7 years!

46

2018 Recruits

Club Fusion once again one of the top recruited clubs in the country according to RichKern.com!

For practice & tournament schedules, team rosters, Camps, lessons, & More choose A location



MEMO

**Forest Preserve District
of DuPage County**

35580 Naperville Road
P.O. Box 5000
Wheaton, IL 60189

630.933.7200
Fax 630.933.7204
TTY 800.526.0857
dupageforest.org

Sent via e-mail: smanning@darienil.gov

Louis Mallers, Chairperson
Planning and Zoning Commission
City of Darien
1702 Plainfield Rd.
Darien, IL 60561

September 27, 2018

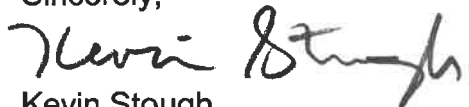
Re: Public Hearing on Club Fusion
P.I.N. 09-29-302-065
Case No. 2018-007

Dear Mr. Mallers,

The Forest Preserve District of DuPage County recently received a Public Notice for a petition requesting a Special Use Zoning Permit to operate an indoor recreational facility on the subject property. We appreciate receiving timely notification of such requests that may have an impact on District property, and thank you for the opportunity to comment.

District Staff has reviewed the information provided and does not have any comments. Please do not hesitate to call me at (630) 933-7235 if you have any questions.

Sincerely,



Kevin Stough
Land Preservation Manager

cc: Joseph Cantore, President
Forest Preserve District Board of Commissioners
Ed Stevenson, Executive Director
Dan Zinnen, Director of Resource Management and Development

**MINUTES
CITY OF DARIEN
PLANNING & ZONING COMMISSION MEETING
October 3, 2018**

PRESENT: Lou Mallers- Chairperson, Robert Cortez, Michael Desmond, Robert Erickson, John Laratta, Ralph Stompanato, Steven Manning - City Planner

ABSENT: Brian Gay, Brian Liedtke Mary Sullivan

Chairperson Mallers called the meeting to order at 7:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present and swore in the audience members wishing to present public testimony.

REGULAR MEETING:

- A. Public Hearing Case: PZC 2018-07 7879 Lemont Road (Club Fusion) Petitioner Club Fusion, as lessee of a portion of the building at 7879 Lemont Road, seeks approval of a special use zoning permit to operate an indoor volleyball recreation business.**

Mr. Steve Manning, City Planner reported that Club Fusion is looking to find an adequate facility and currently has a practice facility in Darien providing volleyball training to youth grades 4-12 and sponsor AAU teams traveling to national tournaments. Mr. Manning reported that Club Fusion has a lease pending for 30,960 square feet with plans to include two sand volleyball courts, four hard surface volleyball courts, a fitness training room, showers, concessions and offices. He further reported that they will provide practice and training sessions after school between 4:30 - 9:30 pm with up to four coaches and four employees. Mr. Manning reported that most of the youth would be dropped off and picked up by parents.

The petitioner, Mr. William Milborn stated that he along with Steve Dowjotas - NuWave Volleyball, Brian McDermant - Progression Volleyball Consulting, and Adam Kamuda - MFC Sports Performance are looking to make the Darien facility the home of Club Fusion. He reported that practices will be held after school between the hours of 4:30 and 9:30 pm to Middle School and High School athletes.

Mr. Steve Dowjotas, NuWave Volleyball stated that they have outgrown the space they lease from perfect Swing at 8251 Lemont Road and that they would like to make the program better and provide a better facility. Mr. Dowjotas stated that presently there are 25 youths from Darien and hope to expand and open the facility offering a lot with the goal of practicing and training.

Mr. Milborn stated that they are planning on providing concessions offering drinks, and snacks and that there are at least 200 parking spaces with room for additional spaces if needed.

Commissioner Laratta stated that the lighting may have not been set up for large pedestrian crowds at night and that it was a safety issue.

Mr. Milborn stated that the pick-up and drop-off will be located in the front of the building where there is lighting.

Chairperson Mallers questioned if there is any possibility for expansion.

Mr. Dowjotas stated that they took off as a club and that for the first time NuWave will have a home.

Commissioner Cortez questioned what partnering has been done with the other locations.

Mr. Dowjotas stated that they have partnered with the middle and high schools providing clinics.

Commissioner Laratta questioned how many will be in the building at one time.

Mr. Milborn stated that there will be approximately 30-50 kids from age 10-14 years that will be dropped off and picked up. He further stated that some of the 15-18 year olds will drive but mostly dropped off and picked up.

Commissioner Laratta questioned what type of strength training is offered.

Mr. Adam Kamuda - MFC Sports Performance stated that strength training will be similar to a fitness club but that they do not offer a typical gym like membership.

Commissioner Cortez questioned the beach volleyball.

Mr. Brian McDermid - Progression Volleyball Consulting stated that they are creating courts exclusively for doubles. He stated that presently there are only four in the Chicagoland area. Mr. McDermid stated that they are not looking for big leagues only four on a court so the numbers will be minimal. He further stated that most groups will be a maximum of 8 and that they are going to provide two of the nicest sand courts in the country.

Commissioner Desmond stated that his daughter played for NuWave and Steve Dowjotas coached her and that he is familiar with the Club. He questioned the length of the lease.

Mr. Milborn stated that they have not finalized the lease but it is seven years.

Commissioner Stompanato asked about a typical busiest day.

Mr. Dowjotas stated that there will be 16 teams at the same time with 150 players and spectators. He stated that this sport does not attract many spectators, and usually only parents.

Mr. Manning reported that this type of facility will be treated like other health clubs in Darien and that they will pay an amusement tax. He further reported that they will also have concessions and a pro shop and therefore will be some sales tax. He reported that staff received a letter from the Forest Preserve stating that they had no issues.

Chairperson Mellers stated that this is a useful use in a big space.

At 7:31 p.m. Chairperson Mellers opened the meeting to anyone wishing to present public comment.

Mrs. Gia Gaetto and Mr. Jonathan Tan stated that their children are players with NuWave and that they support them. They both stated that the coaching is exceptional and that they are great with the kids and that this facility will be a great addition to Darien.

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

Commissioner Laratta expressed his concern for lighting and stated that the lighting has typical warehouse lighting.

Commissioner Erickson noted the special use criteria.

Commissioner Desmond stated that this will be a significant value to Darien and that it will bring people to our restaurants, stores, etc.

Commissioner Desmond made a motion and it was seconded by Commissioner Erickson approval of a special use zoning permit to operate an indoor volleyball recreation business and that the petition satisfies the Special Use Standards 1-8 of the Zoning Code Section 5A-2-2-6(G) subject to the Municipal Services Committee reviewing the plan for adequate lighting.

Upon roll call vote, THE MOTION CARRIED 6-0.

Mr. Manning reported that this would forward to the Municipal Services Committee on October 22, 2018 and to the City Council on November 5, 2018.

CORRESPONDENCE

None

OLD BUSINESS

Mr. Steve Manning, City Planner reported that the Salverredy family petition for a variation for an attached garage withdrew their petition. He further reported that the Municipal Services Committee and the City Council gave their go ahead for the PZC to have a hearing on amending the code regarding variance criteria and that the City Attorney was very encouraging.

Chairperson Mallers reported that he provided an overview to the Municipal Services Committee and encouraged them to consider more Aldermen participation attendance at PZC meetings.

There was some discussion regarding having Aldermen at the meetings.

Chairperson Mallers stated that his intention was to enhance the relationship between the PZC and the MSC.

Mr. Manning reported that the MSC had a few comments regarding variation criteria language being general or specific, how it compared to other communities, and whether it was weighted or biased. They also were encouraging about upgrading other criteria in the City Code.

NEW BUSINESS

None

APPROVAL OF MINUTES

Commissioner Erickson made a motion and it was seconded by Commissioner Laratta to approve the August 1, 2018 Regular Meeting Minutes.

Upon roll call vote, THE MOTION CARRIED 6-0.

NEXT MEETING

Chairperson Mallers announced that the next meeting is scheduled for Wednesday, October 17, 2018 at 7:00 p.m.

PUBLIC COMMENTS (On any topic related to planning and zoning)

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

ADJOURNMENT

With no further business before the Commission, Commissioner Cortez made a motion and it was seconded by Commissioner Stompanato. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:12 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Lou Mallers
President

MEMO



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

SPECIAL USE STANDARDS

Zoning Code Section 5A-2-2-6(G)

No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

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 or 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 at variation with either the exterior architectural design, landscape treatment, and functional plan of 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 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 Plan Commission and the Planning and Development Committee.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A
SPECIAL USE FOR A RECREATIONAL FACILITY**

(PZC 2018-07, 7879 LEMONT ROAD, CLUB FUSION)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 2nd DAY OF NOVEMBER, 2018

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
_____ day of November, 2018.**

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A
SPECIAL USE FOR A RECREATIONAL FACILITY
(PZC 2018-07, 7879 LEMONT ROAD, CLUB FUSION)**

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, the property legally described in Section 1 ("Subject Property"), is zoned ORI Office, Research and Light Industry District pursuant to the Darien Zoning Ordinance; and

WHEREAS, petitioner has submitted a petition for a special use to allow a recreational facility including an indoor volleyball business in the ORI zoning district; and

WHEREAS, pursuant to proper legal notice, a Public Hearing was held before the Planning and Zoning Commission on October 3, 2018 regarding the petitions; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of October 3, 2018 forwarded its findings and recommendation of approval of the petition to the City Council; and

WHEREAS, on October 22, 2018, the Municipal Services Committee of the City Council reviewed the petitions and forwarded its recommendation of approval of the petition to the City Council; and

ORDINANCE NO. _____

WHEREAS, the City Council has reviewed the findings and recommendations described above and has determined that it is in the best interests of the City to grant the petition subject to the terms, conditions and limitations described below.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7879 Lemont Road, Darien, Illinois and legally described as follows:

THE NORTH 751.00 FEET OF THE SOUTH 871.50 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE SAID WEST HALF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER 120.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 751.00 FEET, THENCE SOUTH 89 DEGREES 55 MINUTES 21 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 871.50 FEET A DISTANCE OF 50.00 FEET, THENCE SOUTH ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 171.26 FEET, THENCE SOUTH 02 DEGREES 51 MINUTES 45 SECONDS EAST 400.51 FEET TO A POINT THAT IS 70.00 FEET EAST OF THE WEST LINE OF SOUTHWEST QUARTER, THENCE SOUTH ALONG A LINE THAT IS 70.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, 179.76 FEET TO THE NORTH LINE OF THE SOUTH 120.50 FEET OF SAID SOUTHWEST QUARTER, THENCE NORTH 89 DEGREES 55 MINUTES 21 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH 120.50 FEET, 70.00 FEET TO THE PLACE OF BEGINNING, AND ALSO EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1979 AS DOCUMENT NO. R79-59276, THENCE NORTH 89 DEGREES 55 MINUTES 21 SECONDS WEST ON THE NORTH LINE OF 120.50 FOOT WIDE NORTHERN ILLINOIS GAS COMPANY RIGHT-OF-WAY, A DISTANCE OF 928.04 FEET, THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, A DISTANCE OF 751.00 FEET TO THE SOUTH LINE OF THE FOREST PRESERVE DISTRICT POSEJPAL ASSESSMENT PLAT, THENCE SOUTH 89 DEGREES 55 MINUTES 21 SECONDS EAST ON SAID SOUTH LINE, A DISTANCE OF 928.04 FEET TO THE WEST LINE OF GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT 2, THENCE SOUTH 00 DEGREES 00 MINUTES 14 SECONDS WEST ON SAID WEST LINE A DISTANCE OF 751.00 FEET TO THE PLACE OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

PIN NUMBERS: 09-29-302-051, 09-29-302-065

ORDINANCE NO. _____

SECTION 2: Special Use Granted. Pursuant to Section 5A-8-2-4(D): Special Uses, of the Darien Zoning Ordinance, a special use is hereby granted to allow for the operation of a recreational facility including indoor volleyball. Development of the Subject Property shall be in substantial conformance to the following plan documents attached hereto as **Exhibit A**: Floor Plan for Club Fusion.

SECTION 3: 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 4: 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 4th day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 4th day of November, 2018.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

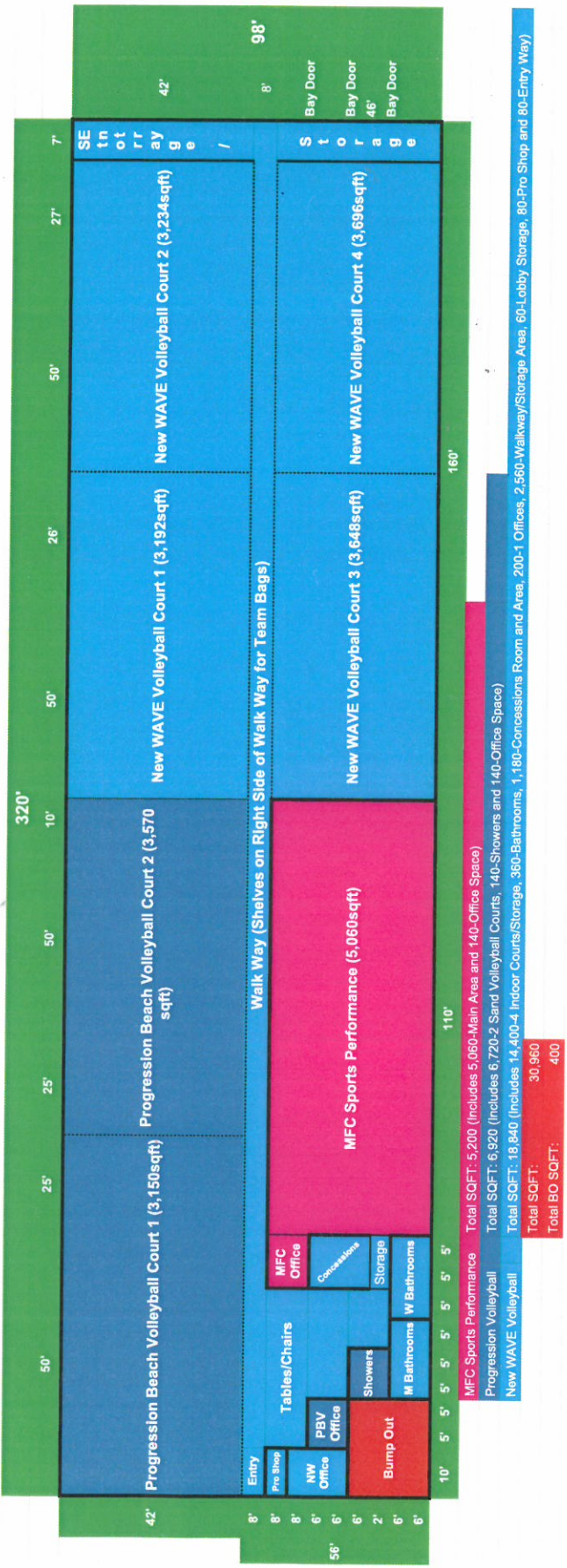
APPROVED AS TO FORM:

CITY ATTORNEY



Ordinance No. _____

Exhibit A: Floor Plan for Club Fusion
7879 Lemont Road, Darien, IL



AGENDA MEMO
City Council
November 5, 2018

ISSUE STATEMENT

Consideration of a RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF DARIEN (“CITY”) AND DARIEN LIONS CLUB, A NOT-FOR-PROFIT (“TENANT”).

RESOLUTION

BACKGROUND/HISTORY

The Lions Club submitted a [letter dated September 27th, 2018](#), requesting to use a small part of property at the City Hall complex for storage of materials and supplies. Included in the letter is:

“As you know, we are currently renting a space at the Safeguard facility on Lemont Road for a monthly rental rate of \$326 for a storage space under 300 square feet. As a not for profit organization dedicated to serving the Darien Community, such an expense precludes our providing additional donations to worthy community organizations. As partners with the City of Darien, it is our hope that we will have an opportunity to better meet the needs of those in our community who are in need of our assistance.”

Attached is a draft lease between the City and Lions Club allowing the Lions the use of a storage shed approximately 200 ft². The lease has been reviewed by the Lions Club and they are in agreement with the terms in the lease.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the Resolution. The Administrative/Finance Committee will be reviewing the lease at their November 5, 2018, meeting.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the November 5, 2018, City Council Agenda for consideration.



DARIEN LIONS CLUB



DISTRICT 1 J

1702 Plainfield Road • Darien, Illinois 60561

www.darionlions.org ++ www.facebook.com/DLCIL

September 27, 2018

Mr. Byron Vana
City Administrator
City of Darien
Darien, Illinois 60561

Mr. Vana:

First of all, I would like to thank you, the Administrative Finance Committee and the Darien City Council for listening to and responding to our request for assistance in developing an effective and efficient solution in dealing with our current storage facility needs. As you know, we are currently renting a space at the Safeguard facility on Lemont Road for a monthly rental rate of \$326 for a storage space under 300 square feet. As a not for profit organization dedicated to serving the Darien Community, such an expense precludes our providing additional donations to worthy community organizations. As partners with the City of Darien, it is our hope that we will have an opportunity to better meet the needs of those in our community who are in need of our assistance.

At the conclusion of our August 6, 2018 appearance at the City of Darien Administrative Finance Committee Meeting, I was asked to complete a "Letter of Intent" that would serve to clarify our needs and future direction in working with the City to alleviate our storage issues. I chose not to author this letter until I had the support of the Lions Board of Directors, and of the general membership. After much discussion, our Board and membership agreed to proceed with this proposal with a projected cost of \$10,000 and for the concrete pad that needs to be installed prior to the construction of the shed. The Lions Club would like to proceed as follows.

- The Darien Lions Club is open to purchasing a storage facility similar to the three sheds located at the water treatment facility at Manning and Plainfield Roads. While the City's cost was under \$7,000 for each shed, we understand that our purchase price for a similar shed might run closer to \$7,000. We are also prepared to fund all costs for the construction of the concrete pad, which is estimated at \$3,000. It is our wish to have the city bid out the storage shed and to subcontract for all costs related to the concrete pad. The Lions will make payment for all items following completion of the project. We would like to pursue a discussion with the city that would see the final payment made over a

two to three year period.

- At our August 6 meeting, City staff presented the concept of erecting a storage shed, for use by the Lions on the City Hall Complex property next to or in close proximity to a storage garage currently used by the Darien Police Department. We would like to have our shed constructed just south of the current storage garage with the front flush to or directly next to the west sidewalk. This will provide us with easier access to the shed from the parking lot especially during the colder and snowier winter months.
- The development of such a project on City of Darien property will necessitate the development of a lease agreement between the City and the Darien Lions Club. While we would hope, as a not for profit organization, to have a long-term lease (possibly 25 – 30 years) and a cost of no more than \$1.00 per year, we understand that exact terms are subject to approval by the Darien City Council. We also understand that we will have the responsibility to secure insurance for this facility and it is our expectation that this will be a condition of our lease agreement. We appreciate the opportunity that this presents to our club and we understand the responsibility we will have as “tenants” on City property to insure that the facility meets and blends in with the overall design of the City complex. Our goal is to work with the City, assisting it in continuing to make Darien “A Nice Place to Live.”

The Darien Lions Club appreciates the opportunity to work with the City of Darien, and it is our hope that the City can assist us as we seek a viable solution to our current storage needs.

Please feel free to call me (630-253-3274) or email me (lionkenkohnke@gmail.com) regarding any questions you might have or answers that you can provide to assist us in making our final decision.

Yours truly,

Kenneth Kohnke
President – 2018 - 2019
Darien Lions Club

Cc: Mr. Daniel Gombac
Alderman Joseph Marchese



RESOLUTION NO. _____

**A RESOLUTION APPROVING A LEASE AGREEMENT
BETWEEN THE CITY OF DARIEN (“CITY”) AND
DARIEN LIONS CLUB, A NOT-FOR-PROFIT (“TENANT”)**

WHEREAS, the Lions Club is seeking additional storage space to store materials and supplies they use to benefit Darien through such activities as conducting the annual 4th of July parade and many other community and humanitarian service projects; and

WHEREAS, the Lions Club requested to use a small portion of property at the City Hall complex to store material and supplies; and

WHEREAS, the Mayor and City Council has determined there is space sufficient to accommodate the request by the Lions Club

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 and City Clerk to sign a Lease agreement between the City of Darien (“City”) and Darien Lions Club, a not-for-profit (“Tenant”) and 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

SECTION 3: Home Rule.

This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate

authorities of the City of Darien that, to the extent the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of November, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of November, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Lease Agreement

I. The Parties – Lease agreement is between the City of Darien (“City”) and Darien Lions Club, a not-for-profit (“Tenant”).

II. Premises – The space/property being leased shall be described as:

Storage shed – 1702 Plainfield Road (Hereinafter referred to as the “Premises”).
and with final location to be determined by the City.

III. Space Rented - The space described equals: Approximately 200 Square Feet (SF)

IV. Term – The term of the lease shall be 25 years beginning on the 6th day of November, 2018, and ending on the 5th day of November, 2043.

V. Rent – Rent shall be paid on May 1 of every year in the amount of One Dollar (\$1.00) and shall remain fixed for the lease term.

VI. Common Areas – The Tenant, along with any of its authorized members, may use the following premises:

- Storage shed
- Parking lot access to shed

VII. Renewals

Tenant does not have the right to renew the lease.

VIII. Improvements During Lease Term - The Tenant, with written approval of the City, shall be able to make limited improvement to the Premises.

IX. Use – The Tenant will occupy the Premises for the following use:

Storage of Lions Club materials and equipment. The Premises shall not be used for the storage or disposal of any toxic or hazardous substances, and the City will have 24 hour access to the storage shed.

X. Utilities and Other Expenses

Tenant is responsible for all utility and maintenance expenses.

XI. Tenant’s Responsibility

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be kept in an acceptable condition as determined by the City.

- If the City determines the premises are not kept in an acceptable condition, and the Tenant refuses to improve the premises, City may cancel this lease and will give tenant 30 days' notice prior to cancelling the lease under this provision.
- If the shed and foundation needs to be removed from the premises due to poor condition, as determined by the City, the City may remove the shed and foundation and the Tenant agrees to reimburse the City for the costs. The reimbursement will be made by the Tenant within 60 days of the removal.
- If the Lions Club disbands, they may remove and keep the shed at their own expense.

XII. Insurance

Tenant agrees to maintain insurance for the Premises at limits and language as determined by the City.

Tenant agrees to hold the City Harmless as determined by the City as follows:

- To the fullest extent permitted by law, the Tenant hereby agrees to defend, indemnify and hold harmless the City of Darien, its officials, agents and employees, against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the City of Darien, its officials, agents and employees, arising in whole or in part or in consequence of this lease or which may in anywise result therefore, except that arising out of the sole legal cause of City of Darien, its officials, agents or employees. The Tenant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City of Darien, its officials, agents and employees, in any such action, the undersigned shall, at its own expense, satisfy and discharge the same. The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

Tenant understands the Insurance requirements and hold harmless language can be modified at any time as determined by the City.

XIII. Subletting – The Tenant does not have the right to sublet the Premises.

XIV. Default – If the Tenant defaults on the lease agreement for any reason, the City agrees to give notice to the Tenant, giving the Tenant the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the City has the right to terminate this lease.

XV. Disagreements During the Lease Period – If a disagreement arises during the lease period from either the City or Tenant; the parties have the right to take the matter to court under the Premises' jurisdiction.

XVI. Additional Agreements – Landlord and Tenant additionally agree to the following:

- The City shall purchase shed as determined by the Tenant.
- The City shall construct the concrete pad required for the shed construction.
- The Tenant shall pay the City for all expenses related to the shed, including but not limited to, purchase/installation, construction of the concrete pad, and city employee labor if any, and legal fees to prepare the lease.
- The Tenant agrees to make the full estimated payment to the City prior to any beginning work included in this agreement.
- This agreement shall automatically cancel if the construction does not begin by April 1st, 2019.
- The City may cancel this lease at any time if it determines the property is needed for a public purpose. The City will give tenant 60 days notice prior to cancelling the lease under this provision. If the City cancels the lease as provided in this section the Tenant may remove the shed at Tenants' expense.

XVII. Entire Lease Agreement – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the City and Tenant.

XVIII. Successors and Assignees – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

XIX. Notices – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

City

Tenant

XX. Governing Law – This lease agreement will be governed by and construed in accordance with the laws in the State of Illinois.

XXI. Counterparts and Modifications

- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXII. Severability - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

City of Darien

Name: _____

Date: _____

Darien Lions Club

Name: _____

Date: _____

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014