

**REVISED**

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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting  
of the City Council of the  
**CITY OF DARIEN**  
November 7, 2011  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — October 17, 2011
6. Receiving of Communications
7. Mayor's Report
  - A. Recognition of Carol Gierut for her Years of Dedicated Service to the Board of Fire and Police Commissioners
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions (Police)
  - Recognition of John Carr from Municipal Services for his Work in the PD Training Room
  - Recognition of Retired Crossing Guard, Jorene Pierzga, for Her Years of Service
  - Honoring Dedicated Service of Police Canine “Rolf”
11. Treasurer's Report
  - A. Warrant Number — 11-12-12
12. Standing Committee Reports
13. 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.)

14. Old Business
15. Consent Agenda
  - A. Consideration of a Motion to Approve Granting a Waiver of the Raffle License Bond Requirement for the Darien Chamber of Commerce
  - B. Consideration of a Motion to Approve a Resolution Approving the Plat of Drainage Easement for the Installation and Maintenance of a Storm Sewer at 706 and 710 69<sup>th</sup> Street
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Enter into a Contract Agreement for the Tree Trimming and Removal Program between the City of Darien and Steve Piper & Sons, Inc. in an Amount not to Exceed \$88,060.00 for Parkway Tree Maintenance Trimming and Authorizing the Proposed Unit Pricing for Tree Removal and Stump Grinding
  - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an Agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, LTD. in an Amount not to Exceed \$13,500.00 (Pavement Coring 2012 Street Maintenance)
16. New Business
  - A. Consideration of a Motion to Approve an Ordinance Authorizing the Execution of a Purchase and Sale Agreement and Related Conveyancing Documents with Chase Bank (Former Shell Gas Station/75<sup>th</sup> and Cass) (Will be Distributed)
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:01 P.M. BY MAYOR WEAVER TO REVIEW THE PUBLIC NOTICE FOR THE WOODRIDGE BOUNDARY LINE AGREEMENT.

**EXECUTIVE SESSION – LITIGATION, SECTION 2(C)(11) AND COLLECTIVE BARGAINING, SECTION 2(C)(2) OF THE OPEN MEETINGS ACT**

It was moved by Alderman Schauer and seconded by Alderman Marchese to go into Executive Session for the purpose of discussing Litigation, Section 2(C)(11) and Collective Bargaining, Section 2(C)(2) of the Open Meetings Act at 7:06 P.M.

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

It was moved by Alderman Seifert and seconded by Alderman Marchese at 7:40 P.M. to adjourn into open session.

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**OCTOBER 17, 2011**

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:41 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:	Halil Avci	John F. Poteraske
	Tina M. Beilke	Ted V. Schauer
	Joseph A. Marchese	Joerg Seifert

Absent: Sylvia McIvor

Also in Attendance: Kathleen Moesle Weaver, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
John B. Murphey, City Attorney  
Bryon D. Vana, City Administrator  
Scott Coren, Assistant City Administrator  
Daniel Gombac, Director of Community Development/Municipal Services  
David Skala, Deputy Chief

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

5. **APPROVAL OF MINUTES** – October 3, 2011

It was moved by Alderman Avci and seconded by Alderman Poteraske to approve the minutes of the City Council Meeting of October 3, 2011, as presented.

Roll Call: Ayes: Avci, Beilke, Poteraske, Schauer, Seifert

Nays: None

Abstain: Marchese

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

Alderman Schauer received an e-mail and telephone call from Jeff Wayman of 8822 Carlisle regarding the poor condition of Darien entry signs. He submitted photographs of the signs for the record. Director Gombac advised that the signs are maintained by Public Works on a yearly basis. He added that prices for new signs were acquired a few years ago. A brief discussion took place. Director Gombac will evaluate the signs, and obtain current pricing. Administrator Vana suggested the signs be reviewed as an expansion item during budget review.

7. **MAYOR'S REPORT**

Mayor Weaver advised that during the State of the City, many business owners and Chamber Members inquired why the City is not negotiating for electric rates as other communities have been. She reminded all that there was a referendum question on the April 2011 ballot requesting authorization to bid for electric rates; voters chose not to approve. She suggested that since residents have become more knowledgeable on the subject, it might be a good idea to place the referendum question on the March 2012 ballot. Assistant Administrator Coren noted that Oakbrook went out for bid and is seeing a 30% reduction in electric rates. He added that the City cannot advocate a referendum question; he also warned residents to carefully read any contracts entered into for electric rates. Administrator Vana noted that the State governs the ability of municipalities to negotiate electric rates.

**A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE CITIZEN OF THE YEAR COMMITTEE: BONNIE KUCERA, KATHY LYONS, FRAN MAZZOLINI, JOAN WAYMAN AND THERESA WEST**

It was moved by Alderman Marchese and seconded by Alderman Beilke to approve the reappointment of members to the Citizen of the Year Committee: Bonnie Kucera, Kathy Lyons, Fran Mazzolini, Joan Wayman and Theresa West.

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Bonnie Kucera, Joan Wayman, and Theresa West.

There was a round of applause from the Council Members and the audience, and congratulatory hand shakes from the City Council.

Kathy Lyons and Fran Mazzolini were not in attendance and will be sworn in at a later date.

**B. CHAMBER OF COMMERCE UPDATE**

Clare Bongiovanni reported the following information:

- The Darien Chamber Excellence Awards will be held on Tuesday, November 8, 2011 at Bobak's Signature Events. Congratulations to the Darien Chamber Excellence Awards Finalists:  
Ashton Place & Marie's Catering, Barbara's Elegant Touch Staffing, Inc., Celestine Salon & Spa, Fred Astaire Dance Studio, Michael Overmann Ltd., Paolucci Jewelers, and Slowikowski and Associates.
- The Darien Chamber is hosting its first Holiday Expo on November 19<sup>th</sup> at the Darien Sportsplex where over 25 vendors will participate.
- The Darien Park District is hosting an Arts & Crafts Fair at their Community Center on Fairview on November 19<sup>th</sup>.
- The City of Darien, Darien Park District and Darien Chamber of Commerce is hosting the Darien Health & Wellness Fair this Wednesday at the Darien Sportsplex. Clare Bongiovanni introduced Dr. Tom Dimitropoulos, Chairperson of the Health & Wellness Fair Committee. Dr. Dimitropoulos invited all residents to attend the free fair from 3 to 7 P.M. He thanked Clare Bongiovanni for coordinating the event.

Administrator Vana questioned when a financial report on the DarienFest proceeds will be available. Ms. Bongiovanni responded the report and recommendations should be available following the Chamber's November 1 Meeting.

**C. DUPAGE COUNTY – UPDATE ON THE 75<sup>TH</sup> STREET IMPROVEMENTS**

DuPage County Board Member John Curran and Chris Snyder from DuPage County Department of Transportation were in attendance to provide information on the proposed 75<sup>th</sup> Street Project. Mr. Snyder provided background on the Traffic Study of 75<sup>th</sup> Street from I 355 to Route 83, which began ten years ago and was completed in 2006. The study identified the intersections at 75<sup>th</sup> & Lemont, 75<sup>th</sup> & Cass, and 75<sup>th</sup> & Plainfield to be the most critical. The design engineering has been completed and a request for bid has gone out for the 75<sup>th</sup> & Lemont project. The project should begin March 2012, with an anticipated completion in the Fall of 2012. A public information meeting on this project will take place in January 2012. The intersections of 75<sup>th</sup> & Cass and 75<sup>th</sup> & Plainfield will have to be performed at

the same time. The many concerns of the City and the School District have been addressed and incorporated by the County. John Curran advised that prior to the final design phase and property acquisition, a public meeting will be held. DuPage County has submitted two grant applications and are anticipating award by December 2011. He noted that construction on this project will not begin prior to 2014. Mr. Snyder responded to questions and concerns raised by the Aldermen. Alderman Beilke noted that there was an illustration of the 75<sup>th</sup> Street Project on display at City Hall for resident review. Director Gombac added that plans are available at City Hall.

District 61 School Board Member Janine Kiwiet advised that the School Board's concerns have been addressed by the County, and support of the County's current plan will be recommended at the School Board Meeting.

8. **CITY CLERK'S REPORT**

City Clerk Ragona conducted the 2012 Vehicle Sticker Lottery. The following organizations were offered the opportunity to participate: The Active Seniors Club, Darien Chamber of Commerce, Darien Historical Society, Darien Lions Club, Darien Seniors Club, Darien Woman's Club, Darien Youth Club, Safety Village of Darien, Young at Heart Seniors and Younger Than Ever Seniors. The eligible Darien community organizations that expressed an interest in participating were the Darien Chamber of Commerce, Darien Historical Society and Safety Village of Darien. The Darien Historical Society won the lottery. Clerk Ragona noted that the winner will be notified and the stickers should be available January 1, 2012.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...announced the final free brush pick up is scheduled to take place the week of October 24.

...advised that there will be two street sweepings; the first will take place the week of November 7, and the second before December 1.

...Municipal Services Committee will tour the High Road project on October 24 at 6:00 P.M. Any residents interested in joining the tour should contact his office.

...in order to avoid street flooding, residents are requested to assist in keeping inlets clear of leaves or to contact Public Works to report covered inlets.

Administrator Vana noted that it is unlawful for residents to rake leaves into the street or ditches.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 11-12-11**

It was moved by Alderman Poteraske and seconded by Alderman Schauer to approve payment of Warrant Number 11-12-11 in the amount of \$135,699.70 from the General Fund; \$243,210.92 from the Water Fund; \$2,948.62 from the Motor Fuel Tax Fund; \$34,139.24 from the Capital Improvement Fund; \$214,903.91 from the General Fund Payroll for the period ending 10/06/11; \$20,233.80 from the Water Fund Payroll for the period ending 10/06/11; for a total to be approved of \$651,136.19.

In response to Alderman Seifert, Treasurer Coren advised that amounts shown on Page 5 to Exelon are in payment of two separate street light invoices.

Roll Call:	Ayes:	Avci, Beilke, Marchese, Poteraske, Schauer, Seifert
	Nays:	None
	Absent:	McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. TREASURER'S MONTHLY REPORT – SEPTEMBER, 2011**

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of September, 2011:

General Fund: Revenue \$7,100,154; Expenditures \$5,190,166; Current Balance \$3,371,397;

Water Fund: Revenue \$1,425,985; Expenditures \$1,543,974; Current Balance \$1,232,693;

Motor Fuel Tax Fund: Revenue \$339,816; Expenditures \$368,383; Current Balance \$52,423;

Water Depreciation Fund: Revenue \$705; Expenditures \$22,239; Current Balance \$112,969;



Capital Improvement Fund: Revenue \$3,197,251; Expenditures \$1,681,668; Current Balance \$1,630,277;

Capital Projects Debt Service Fund: Revenue \$103,187; Expenditures \$52,375; Current Balance of \$53,014.

12. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese advised that the minutes of the September 22, 2011 Municipal Services Committee Meeting have been submitted to the Clerk’s Office. He announced the next meeting is scheduled to take place on October 24, 2011 at 6:00 P.M. in order to tour the High Road Project. The regular meeting will resume after the tour at City Hall.

**Administrative/Finance Committee** — Chairman Poteraske advised the next Administrative/Finance Committee Meeting is scheduled to take place on November 14, 2011 at 6:30 p.m.

**Police Committee** — Alderman Poteraske advised the next Police Committee Meeting is scheduled to take place on November 3, 2011 at 6:00 P.M. in the Council Chambers.

**Police Pension Committee** — Treasurer Coren announced there will be a meeting of the Police Pension Committee on October 24, 2011 at 7:00 P.M. in the Training Room of the Police Department.

13. **QUESTIONS AND COMMENTS — AGENDA RELATED**

There were none.

14. **OLD BUSINESS**

There was no old business to come before the City Council.

15. **CONSENT AGENDA**

Mayor Weaver reviewed the items on the Consent Agenda for the benefit of the viewing audience.

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

**A. ORDINANCE NO. O-23-11                      AN ORDINANCE AUTHORIZING THE  
EXECUTION                                      OF                                      AN  
INTERGOVERNMENTAL**

**JURISDICTIONAL BOUNDARY LINE AGREEMENT WITH THE VILLAGE OF WOODRIDGE**

**B. A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2011-2012**

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

16. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 6C-4-7 OF THE DARIEN CITY CODE, "WATER CONSUMPTION CHARGES"**

It was moved by Alderman Seifert and seconded by Alderman Beilke to approve:

**ORDINANCE NO. O-24-11                      AN        ORDINANCE        AMENDING  
SECTION 6C-4-7 OF THE DARIEN  
CITY                      CODE,                      "WATER  
CONSUMPTION CHARGES"**

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

17. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS — GENERAL**

On behalf of the Darien Lions Club, Alderman Marchese expressed gratitude to the community for their outstanding support of Candy Days. He noted that The Darien Lions Club has been #1 in the State of Illinois for total collections for the past 18 years.

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:45 P.M.

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Mayor

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City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-17-11.  
Minutes of 10-17-11 CCM

## CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
November 7, 2011

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		<b>\$205,954.30</b>
Water Fund		<b>\$14,342.79</b>
Motor Fuel Tax Fund		<b>\$3,401.17</b>
Water Depreciation Fund		<b>\$12,770.00</b>
Darien Dispatch Center		<b>\$36,008.50</b>
Capital Improvement Fund		<b>\$110,039.39</b>
D.A.R.E Fund		
Debt Service Fund		
	<b>Subtotal:</b>	<b>\$ 382,516.15</b>
General Fund Payroll	10/20/11	\$ 215,446.22
Water Fund Payroll	10/20/11	\$ 20,048.10
	<b>Subtotal:</b>	<b>\$ 235,494.32</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 618,010.47</b>

**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 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	SEPTEMBER 2011 COMPUTER SERVICES	Consulting/Professional	3,740.00	4325
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	2,769.67	4267
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - ACCT 706210511-115	Telephone	1,590.29	4267
OFFICE DEPOT	OFFICE SUPPLIES	Supplies - Office	91.48	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	18.44	4253
OFFICE DEPOT	SUPPLIES AND TONER CARTRIDGES	Supplies - Office	571.94	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	140.40	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	50.94	4253
PM PRINTING INC.	LETTERHEAD	Printing and Forms	466.14	4235
PM PRINTING INC.	NO SOLICITOR LABELS	Printing and Forms	210.43	4235
PM PRINTING INC.	BUSINESS CARDS - GOMBAC/FOLDERS & MATLS FOR BUSINESS EXPO	Contingency	1,305.87	4330
R & R PRINT-N-SERVE, INC.	BUSINESS CARDS - WEAVER, VANA, GRIFFITH	Printing and Forms	135.00	4235
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	3,465.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	10.94	4219
ROSENTHAL, MURPHEY, COBLENTZ	CHASE BANK LAND SALE	Liability Insurance	892.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	GREAT DANE LAND SALE	Liability Insurance	2,100.00	4219
SAM'S CLUB	ANNUAL MEMBERSHIP FEE - BRYON VANA	Dues and Subscriptions	35.00	4213
SAM'S CLUB	ANNUAL MEMBERSHIP FEE - SARAH FALCO	Dues and Subscriptions	15.00	4213
SAM'S CLUB	ANNUAL MEMBERSHIP FEE - CAROL KOPTA	Dues and Subscriptions	15.00	4213
SAM'S CLUB	ANNUAL SERVICE FEE	Dues and Subscriptions	50.00	4213

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SIKICH PROFESSIONAL SERVICES	FYE 043011 AUDIT SERVICES THROUGH SEPT 30, 2011	Audit	3,250.00	4320
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 4516 - TREASURER'S REPORT	Legal Notices	1,364.55	4221
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 4660 DAR - STREET LIGHT MAINTENANCE CONTRACT	Legal Notices	173.16	4221
UNLIMITED GRAPHICS	BANK DEPOSIT BOOKS	Printing and Forms	134.09	4235
UNLIMITED GRAPHIX	BANK DEPOSIT BOOKS	Consulting/Professional	(108.40)	4325
VERI CHECK	EMPLOYMENT BACKGROUND CHECK	Liability Insurance	147.00	4219
Total Administration			22,634.44	

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DON MORRIS ARCHITECTS P.C.	OCTOBER 2011 PLAN REVIEW & INSPECTIONS	Consulting/Professional	2,295.00	4325
DON MORRIS ARCHITECTS P.C.	OCTOBER 2011 PLAN REVIEW & INSPECTIONS	Const/Prof Reimbursable	2,200.58	4328
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION - 7513 FARMINGDALE	Const/Prof Reimbursable	50.00	4328
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTIONS	Const/Prof Reimbursable	125.00	4328
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION	Const/Prof Reimbursable	25.00	4328
JOSEPH ALGOZINE	OCTOBER 2011 ELECTRICAL INSPECTIONS	Consulting/Professional	600.00	4325
PM PRINTING INC.	BUSINESS CARDS - GOMBAC/FOLDERS & MATLS FOR BUSINESS EXPO	Printing and Forms	51.50	4235
ROSENTHAL, MURPHEY, COBLENTZ	ZONING	Liability Insurance	367.50	4219
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1030 JANET	Const/Prof Reimbursable	64.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1814 MC ADAM	Const/Prof Reimbursable	90.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 301 PLAINFIELD	Const/Prof Reimbursable	90.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 326 PLAINFIELD ROAD	Const/Prof Reimbursable	110.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7210 CAPITOL	Const/Prof Reimbursable	96.00	4328

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7217 ELEANOR	Const/Prof Reimbursable	110.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7226 POPLAR	Const/Prof Reimbursable	94.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7801 WARWICK	Const/Prof Reimbursable	72.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8001 SAWYER	Const/Prof Reimbursable	90.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8433 CREEKSIDE	Const/Prof Reimbursable	84.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8506 GLENEYRE	Const/Prof Reimbursable	129.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 917 IRONWOOD	Const/Prof Reimbursable	70.00	4328
ROYAL OAKS LANDSCAPING	LAWN SERVICES - 1810 71ST STREET	Const/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LAWN MAINTENANCE - 1140 JAMES PETER COURT	Const/Prof Reimbursable	75.00	4328
			6,988.58	
			Total Community Development	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	MAIN BREAK PARKWAY REPAIRS & GILBERT COURT	Drainage Projects	60.00	4374
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	41.58	4229
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	526.94	4229
COM ED	STREET LIGHTS - ACCT 0267129108	Street Light Oper & Maint.	62.45	4359
COM ED	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	8.47	4359
EXELON ENERGY INC.	SW CORNER 75TH STREET-PLAINFIELD ROAD ACCT CEC 0788318007	Street Light Oper & Maint.	923.94	4359
EXELON ENERGY INC.	STREET LIGHTS 0 2510 ABBAY DRD, LOT 278	Street Light Oper & Maint.	1,274.44	4359
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE ROAD	Maintenance - Building	114.00	4223
FIRST ADVANTAGE	DOT SELECTION & COMPLIANCE	Liability Insurance	31.48	4219
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT MAINTENANCE - THREE LOCATIONS	Street Light Oper & Maint.	201.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 3287 BELLER	Street Light Oper & Maint.	369.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT MAINTENANCE - THREE LOCATIONS	Street Light Oper & Maint.	201.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT MAINTENANCE - TEN LOCATIONS	Street Light Oper & Maint.	1,359.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	REPAIR STREET LIGHT AT 1310 WOODLAND	Street Light Oper & Maint.	3,613.00	4359
GENE'S TIRE SERVICE, INC.	EMERGENCY TIRE PURCHASE #205	Maintenance - Equipment	1,830.65	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
I.R.M.A.	SEPTEMBER 2011 INSURANCE DEDUCTIBLE	Liability Insurance	1,986.86	4219
INTL SOCIETY ARBORICULTURE	2012 MEMBERSHIP FEE - JOHN CARR	Training and Education	245.00	4263
JACK PHELAN DODGE	REPAIR PART FOR UNIT 503	Maintenance - Vehicles	82.50	4229
KARA COMPANY, INC.	LATH STAKE	Supplies - Other	78.88	4257
NATIONAL POWER RODDING	CLEAN OUT BLOCKAGE AT 126 IRIS	Rent - Equipment	1,386.90	4243
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	55.67	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Equipment	51.18	4225
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	97.86	4257
OCCUPATIONAL HEALTH CENTERS	DOT REQUIRED TESTING	Liability Insurance	69.00	4219
POMP'S TIRE SERVICE, INC.	NEW FRONT TIRES FOR #205 BACKHOE	Maintenance - Equipment	750.30	4225
POMP'S TIRE SERVICE, INC.	NEW TIRES FOR #108	Maintenance - Vehicles	604.00	4229
POMP'S TIRE SERVICE, INC.	TIRES FOR #103	Maintenance - Vehicles	604.00	4229
PRIORITY ONE EMERGENCY	LIGHTS FOR TRUCK	Maintenance - Vehicles	137.73	4229
R & R INDUSTRIES, INC.	SAFETY VESTS	Liability Insurance	99.32	4219
RED WING SHOES	BOOTS	Liability Insurance	319.48	4219
RIC MAR INDUSTRIES, INC.	WHITE PAINT, SAFETY GLASSES & WINTER GLOVES	Liability Insurance	210.11	4219
RIC MAR INDUSTRIES, INC.	WHITE PAINT, SAFETY GLASSES & WINTER GLOVES	Supplies - Other	98.50	4257
RIC MAR INDUSTRIES, INC.	SPILLY PADS	Supplies - Other	193.63	4257
ROBERT L. SANSFIELD	SMALL TOOLS	Small Tools & Equipment	219.80	4259
TRAFFIC CONTROL AND PROTECTION	ORANGE CONSTRUCTION SIGNS	Supplies - Other	755.10	4257

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
TRUGREEN	WEEDS AT WALNUT & SUSSEX	Forestry	195.00	4350
TRUGREEN	FERTILIZATION OF RIGHT OF WAYS	Forestry	2,700.00	4350
U. S. WILDLIFE	SET BEAVER TRAPS ON LAKE RIDGE	Supplies - Other	395.00	4257
VERMEER-ILLINOIS, INC	DUST CAP	Maintenance - Equipment	33.61	4225
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	<u>395.55</u>	4229
		Total Public Works, Streets	22,381.93	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
APPLIED CONCEPTS, INC.	14 RADAR UNITS	Equipment	19,586.00	4815
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	791.33	4267
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	194.54	4229
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	200.94	4229
CDS OFFICE TECHNOLOGIES	VIDEO EQUIPMENT	Equipment	84,767.00	4815
COMCAST	CABLE BOXES	Telephone	2.10	4267
CREATIVE PRODUCT SOURCING, INC	CLASSROOM SUPPLIES - HOLOGRAPHIC PENCILS	Public Relations	137.09	4239
DENMARC COMMUNICATIONS	PORTABLE RADIO REPAIRS	Maintenance - Equipment	161.00	4225
DUPAGE COUNTY ANIMAL CONTROL	2 DOGS BOARDED - 1 EUTHANIZED	Animal Control	130.00	4201
EMERGENCY VEHICLE TECHNOLOGIES	SIREN & LIGHT REPAIRS	Maintenance - Vehicles	484.55	4229
EMERGENCY VEHICLE TECHNOLOGIES	NEW CAR PROJECT	Equipment	3,891.00	4815
FEDERAL SIGNAL CORP.	20 LIGHTS	Equipment	2,180.00	4815
FIRST SECURITY SYSTEMS	DOOR LOCK SYSTEM	Maintenance - Building	534.38	4223
HAWKEPAKS.COM, INC.	EMERGENCY BAGS	Equipment	731.52	4815
I.R.M.A.	SEPTEMBER 2011 INSURANCE DEDUCTIBLE	Liability Insurance	1,985.00	4219
JASON NORTON	PARKING FEE	Travel/Meetings	19.00	4265
JASON NORTON	UNIFORM ALLOWANCE	Uniforms	257.41	4269
JASON NORTON	UNIFORM ALLOWANCE	Uniforms	187.46	4269
JUST TIRES	TAHOE WHEEL ALIGNMENT	Maintenance - Vehicles	57.00	4229
KALE UNIFORMS	UNIFORM ALLOWANCE - STUTTE	Uniforms	22.50	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - YEO	Uniforms	231.97	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - BORSILLI	Uniforms	319.97	4269
LEMONT POLICE DEPARTMENT	JULY 6, 13, 20, 2011	Rent - Equipment	150.00	4243
LEMONT POLICE DEPARTMENT	AUGUST 3, 17, 31, 2011	Rent - Equipment	150.00	4243

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LEMONT POLICE DEPARTMENT	SEPTEMBER 14, 2011	Rent - Equipment	50.00	4243
LINDA S. PIECZYNSKI	OCTOBER 2011 PROSECUTION FEES	Liability Insurance	1,580.50	4219
MARK A. BOZEK	FLASH DRIVE	Public Relations	21.64	4239
MASTER-BREW	COFFEE AND COFFEE SUPPLIES	Travel/Meetings	148.85	4265
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - ACCT 706210511-115	Telephone	99.40	4267
NORTHEAST MULTIREGIONAL TRNG	GEOFF KOSIENIAK	Training and Education	100.00	4263
NORTHEAST MULTIREGIONAL TRNG	JEFF SIMEK	Training and Education	100.00	4263
NORTHEAST MULTIREGIONAL TRNG	SUBURBAN LAW ENFORCEMENT ACADEMY C.O.D. - JASON NORTON	Training and Education	150.00	4263
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	16.03	4223
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT TESTING	Liability Insurance	87.00	4219
OCE' IMAGISTICS INC.	SERVICE AGREEMENT	Maintenance - Equipment	131.40	4225
PETTY CASH	PETTY CASH REIMBURSEMENT	Investigation and Equipment	20.20	4217
PETTY CASH	PETTY CASH REIMBURSEMENT	Postage/Mailings	1.88	4233
PETTY CASH	PETTY CASH REIMBURSEMENT	Supplies - Office	18.22	4253
PETTY CASH	PETTY CASH REIMBURSEMENT	Travel/Meetings	175.00	4265
PRIORITY ONE EMERGENCY	LIGHTS	Equipment	301.48	4815
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - FOSTER	Uniforms	20.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - KOSIENIAK	Uniforms	138.85	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - ZIMNY	Uniforms	225.90	4269
RAY O'HERRON CO. INC.	CHIEF ERNEST BROWN BADES	Uniforms	170.09	4269

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAY O'HERRON CO. INC.	BADGE FOR CHIEF BROWN	Uniforms	89.75	4269
RAY O'HERRON CO. INC.	BADGE FOR CHIEF BROWN	Uniforms	85.92	4269
RAY O'HERRON CO. INC.	11 SIDE WINDOW BARRIERS	Equipment	1,652.89	4815
RAY O'HERRON CO. INC.	14 SIRENS, REMOTE	Equipment	5,227.46	4815
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	315.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	ORDINANCE REVISION	Liability Insurance	210.00	4219
S.E.D.C.O.M.	NOVEMBER 2011 ASSESSMENT	Contractual Services	2,025.33	4370
SAM'S CLUB	SUPPLIES	Travel/Meetings	47.07	4265
SHELL	GASOLINE	Vehicle (Gas and Oil)	170.35	4273
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	Investigation and Equipment	197.30	4217
STEVEN LISS	REIMBURSEMENT-KENNEL FOR QUANTO	Investigation and Equipment	43.50	4217
SUBURBAN L.E.A.P.	2012 MEMBERSHIP DUES - CAROL KOPTA	Dues and Subscriptions	30.00	4213
TEE'S PLUS	CLASSROOM SUPPLIES - PENCILS	Public Relations	248.40	4239
TOM & JERRY TIRE AND SERVICE	CASE #11-1231	Investigation and Equipment	185.00	4217
ULTRA STROBE COMMUNICATIONS	4 ZEBRA BATTERY ELIMINATOR KITS	Equipment	719.80	4815
ULTRA STROBE COMMUNICATIONS	4 ANTENNA KITS	Equipment	212.00	4815
ULTRA STROBE COMMUNICATIONS	6 ANTENNA KITS	Equipment	318.00	4815
ULTRA STROBE COMMUNICATIONS	ANTENNA KIT	Equipment	53.00	4815
ULTRA STROBE COMMUNICATIONS	6 ZEBRA BATTERY ELIMINATOR KITS	Equipment	1,079.70	4815
ULTRA STROBE COMMUNICATIONS	1 ZEBRA BATTERY ELIMINATOR KIT	Equipment	179.95	4815
ULTRA STROBE COMMUNICATIONS	9 CABINET TRAYS	Equipment	1,242.00	4815
ULTRA STROBE COMMUNICATIONS	LABOR & MATERIALS - CAR PROJECT	Equipment	1,376.90	4815
ULTRA STROBE COMMUNICATIONS	REMOTE MOUNT KIT, CABLE, SWITCH	Equipment	194.00	4815

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ULTRA STROBE COMMUNICATIONS	REMOTE MOUNT KIT, CABLE, SWITCH	Equipment	776.00	4815
ULTRA STROBE COMMUNICATIONS	ANTENNA KITS	Equipment	85.80	4815
ULTRA STROBE COMMUNICATIONS	LICENSE PLATE BRACKET KIT & UNIVERSAL L BRACKETS	Equipment	48.80	4815
ULTRA STROBE COMMUNICATIONS	ANTENNA KITS (6)	Equipment	514.80	4815
ULTRA STROBE COMMUNICATIONS	ANTENNA KITS (4)	Equipment	343.20	4815
ULTRA STROBE COMMUNICATIONS	LICENSE PLATE BRAK CET KIT & UNIVERSAL L BRACKETS (4)	Equipment	133.04	4815
ULTRA STROBE COMMUNICATIONS	LIGHTBAR (6) LICENSE PLATE BRACKET KITS (6) L BRACKETS (12)	Equipment	10,786.80	4815
ULTRA STROBE COMMUNICATIONS	REMOTE MOUNT KITS, SWITCHES & CABLE	Equipment	1,164.00	4815
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	69.50	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	164.05	4223
WHELEN ENGINEERING COMPANY	20 VERTEX SUPER LED 15' BLUE LIGHTS	Equipment	950.00	4815
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	1,906.88	4229
WITMER PUBLIC SAFETY GROUP INC	WEDGE-IT DOOR CHOCKS (37)	Equipment	272.00	4815
			153,847.34	
			Total Police Department	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - NOV 1 - 30, 2011	Maintenance - Equipment	102.01	4225
		Total Business District	102.01	
		Total General Fund	205,954.30	



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	MAIN BREAK PARKWAY REPAIRS & GILBERT COURT	Maintenance - Water System	1,157.50	4231
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	395.67	4267
COM ED	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec, Gas, Wtr, Sewer)	45.06	4271
DUPAGE COUNTY PUBLIC WORKS	USAGE OF VACTOR ON VALVE REPAIR ON PLAINFIELD ROAD	Maintenance - Water System	390.00	4231
EXELON ENERGY INC.	87TH & RIDGE RD, DARIEN - ACCT CEC 6149050015	Utilities (Elec, Gas, Wtr, Sewer)	241.81	4271
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN - ACCT CEC 0269155053	Utilities (Elec, Gas, Wtr, Sewer)	48.01	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY, DARIEN ACCT CEC 1389036061	Utilities (Elec, Gas, Wtr, Sewer)	250.22	4271
EXELON ENERGY INC.	18W736 MANNING, DARIEN - ACCT CEC 0171115094	Utilities (Elec, Gas, Wtr, Sewer)	79.84	4271
EXELON ENERGY INC.	9S720 LEMONT ROAD, DARIEN ACCT CEC 4105091007	Utilities (Elec, Gas, Wtr, Sewer)	124.47	4271
EXELON ENERGY INC.	1220 PLAINFIELD, DARIEN - ACCT CEC 0185101035	Utilities (Elec, Gas, Wtr, Sewer)	2,305.66	4271
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE ROAD	Maintenance - Building	114.00	4223
HD SUPPLY WATERWORKS	B-BOX LIDS 1 1/4 X 1 1/2	Maintenance - Water System	288.15	4231
HD SUPPLY WATERWORKS	1 1/4 BRASS PARTS	Maintenance - Water System	305.80	4231
HD SUPPLY WATERWORKS	COPPER 1 1/4 IN & BRASS PARTS	Maintenance - Water System	773.70	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	B-BOX KEY, VLAVE KEY & PROBES	Maintenance - Water System	312.60	4231
HD SUPPLY WATERWORKS	12-INCH REPAIR CLAMPS	Maintenance - Water System	1,001.30	4231
HD SUPPLY WATERWORKS	1 1/4 BRASS PARTS	Maintenance - Water System	505.84	4231
HD SUPPLY WATERWORKS	1 1/4-INCH BRASS PARTS	Maintenance - Water System	118.15	4231
I.R.M.A.	SEPTEMBER 2011 INSURANCE DEDUCTIBLE	Liability Insurance	1,484.21	4219
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT & PLAINFIELD MAIN BREAK	Maintenance - Water System	174.24	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - ACCT 706210511-115	Telephone	298.18	4267
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	55.67	4271
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	31.99	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	60.17	4271
NICOR GAS	1930 MANNING ROAD - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	74.25	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	153.76	4231
R & R INDUSTRIES, INC.	SAFETY VESTS	Liability Insurance	99.33	4219
RIC MAR INDUSTRIES, INC.	WHITE PAINT, SAFETY GLASSES & WINTER GLOVES	Liability Insurance	210.11	4219
ROSENTHAL, MURPHEY, COBLENTZ	ROSEHILL WATER RATE ISSUE	Liability Insurance	1,155.00	4219
SUBURBAN CONCRETE, INC.	WATER DEPARTMENT RESTORATION	Maintenance - Water System	465.00	4231
SUBURBAN CONCRETE, INC.	WATER	Maintenance - Water System	1,419.10	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	204.00	4241
		Total Public Works, Water	14,342.79	
		Total Water Fund	14,342.79	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DAS ENTERPRISES, INC.	DIRT FOR CLARENDON HILLS ROAD PROJECT	Salt	240.00	4249
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR CLARENDON HILLS ROAD PROJECT	Salt	680.00	4249
SUBURBAN CONCRETE, INC.	CLARENDON HILLS STORM SEWER PROJECT	Salt	1,611.17	4249
TESTING SERVICES CORP	CHR SPOILS TESTING	Salt	<u>870.00</u>	4249
		Total MFT Expenses	<u>3,401.17</u>	
		Total Motor Fuel Tax	3,401.17	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ADVANCED AUTOMATION & CONTROLS	WIN-911 MODULE & PANEL VIEW UPGRADE - PLANT 2	Scada System	12,770.00	4818
		Total Depreciation Expenses	12,770.00	
		Total Water Depreciation Fund	12,770.00	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
IL DIRECTOR OF EMPLOY SECURITY	UNEMPLOYMENT CLAIMS JULY 1, 2011 TO SEPTEMBER 30, 2011	Salaries	33,633.50	4010
SIKICH PROFESSIONAL SERVICES	FYE 043011 AUDIT SERVICES THROUGH SEPT 30, 2011	Audit	2,375.00	4320
		Total Darien Area Dispatch	36,008.50	
		Total Darien Area Dispatch Center	36,008.50	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
C & M PIPE & SUPPLY	12-INCH PIPE FOR HIGH ROAD PROJECT	Ditch Projects	750.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,480.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,580.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,440.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	680.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,600.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,440.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	760.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE - HIGH ROAD PROJECT	Ditch Projects	1,480.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	1,580.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	1,200.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	680.00	4376

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	740.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	720.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	800.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	800.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	700.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	840.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	800.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	760.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	760.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	560.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	800.00	4376



**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/18/2011 Through 11/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	740.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE HIGH ROAD PROJECT	Ditch Projects	1,640.00	4376
E.F. HEIL LLC	DUMP FEES FOR HIGH ROAD PROJECT	Ditch Projects	2,760.00	4376
E.F. HEIL LLC	DUMP FEES FOR HIGH ROAD PROJECT	Ditch Projects	1,860.00	4376
E.F. HEIL LLC	DUMP FEES FOR HIGH ROAD PROJECT	Ditch Projects	2,520.00	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,059.84	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,541.28	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,021.92	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,198.56	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT & PLAINFIELD MAIN BREAK	Ditch Projects	1,123.20	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	966.72	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,026.90	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	636.96	4376
KIEFT BROS., INC.	INLET, 12-IN CMP, BANDS & ADJUSTING RINGS- HIGH ROAD PROJECT	Ditch Projects	738.97	4376

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/18/2011 Through 11/7/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
KIEFT BROS., INC.	12-IN CMP & BANDS FOR HIGH ROAD PROJECT	Ditch Projects	660.45	4376
KIEFT BROS., INC.	12-INCH FLARED ENDS & CMP BANDS FOR HIGH ROAD PROJECT	Ditch Projects	145.12	4376
KIEFT BROS., INC.	12-INCH FLARED ENDS & STRAPS FOR HIGH ROAD PROJECT	Ditch Projects	404.25	4376
KIEFT BROS., INC.	12-INCH FLARED END FOR HIGH ROAD PROJECT	Ditch Projects	118.25	4376
SCORPIO CONSTRUCTION GROUP	DITCH MAINTENANCE - HIGH ROAD PROJECT	Ditch Projects	45,802.00	4376
SUBURBAN CONCRETE, INC.	HIGH ROAD DITCH PROJECT	Ditch Projects	14,643.85	4376
SUBURBAN CONCRETE, INC.	WALK	Sidewalk Replacement Prog...	3,723.42	4380
SUBURBAN CONCRETE, INC.	CURB	Curb & Gutter Replacement ...	<u>2,757.70</u>	4383
		Total Capital Fund Expenditures	110,039.39	
		Total Capital Improvement Fund	<u>110,039.39</u>	
Report Total			<u><u>382,516.15</u></u>	

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: November 7, 2011**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Chamber of Commerce.

**BACKUP**

**Background/History**

The Darien Chamber of Commerce has applied for a raffle license to be held on November 19, 2011 during the Holiday Expo at the Darien Sportsplex and has requested a waiver of the bond requirement. The City regularly waives the bond requirement for qualified non-profit organizations.

**Staff/Committee Recommendation**

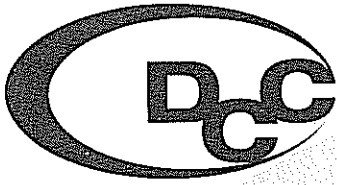
It is recommended that the raffle license bond requirement for Darien Chamber of Commerce be waived.

**Alternate Consideration**

Not approve waiver of bond requirement.

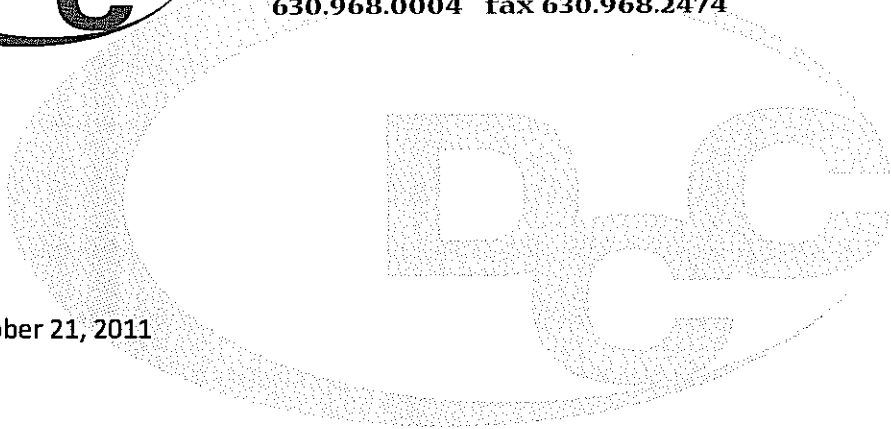
**Decision Mode**

This item will be placed on the November 7, 2011 Council Agenda for formal consideration.



**Darien Chamber of Commerce**

1702 Plainfield Road  
Darien, Illinois 60561  
630.968.0004 fax 630.968.2474



October 21, 2011

Maria Gonzalez  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Dear Maria,

Attached please find an application for raffle license for the Darien Chamber of Commerce. The raffle will be held at the Holiday Expo November 19<sup>th</sup> at the Darien Sportsplex, 451 Plainfield Road, Darien. The Darien Chamber requests a waiver of the raffle license bond.

If you have any questions, please call me at 630.968.0004.

Sincerely,

A handwritten signature in cursive script that reads 'Clare Bongiovanni'.

Clare Bongiovanni  
President & CEO

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License  
 Class B License

NAME OF ORGANIZATION: Darien Chamber of Commerce

ADDRESS: 1702 Plainfield Road Darien IL

TELEPHONE NUMBER: 630 968-0004 FAX NUMBER: 630 968-2474

TYPE OF ORGANIZATION: Not For Profit  
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

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

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
Saturday November 19, 2011 10AM - 4PM

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

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Darien Sportsplex 451 Plainfield Road, Darien IL

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

Clare Bongiovanni  
Presiding Officer

ATTEST:  
  
\_\_\_\_\_  
Secretary

\*\*\*\*\*

APPROVED BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

MAILED ON: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

## AGENDA MEMO

City Council

November 7, 2011

### Issue Statement

Approval of a Resolution accepting a Drainage Easement from the property owners of 706 and 710 69<sup>th</sup> Street.

### RESOLUTION      PLAT OF SURVEY

#### Background/History

The resident at 710 69<sup>th</sup> Street has agreed to participate in a rear yard drainage project with the City. [See attached correspondences](#). The FY 11/12 Budget included funds for the *Rear Yard Drainage Assistance Program*. Staff has determined the project meets the program requirements and is within the City Administrator's expenditure approval amount of \$5,000.

Existing conditions reveal that storm water flows into the abovementioned back yards from several upstream properties. The storm water does not have a route to sheet flow towards 69<sup>th</sup> Street and therefore creates ponding and saturated conditions between the homes for prolonged periods of time. City staff has recommended a joint project with the residents to correct the affected rear yard deficiency. The property owner of 710 69<sup>th</sup> Street has agreed to the project which includes the installation of storm sewer pipe and inlets to rid the rear yard area of the drainage concerns.

During our project review it was identified that the existing side yards between the abovementioned properties do not have an existing easement. Prior to the City beginning the proposed Rear Yard Drainage project, a 10-foot side yard drainage easement is required. The proposed easement shall include 5-feet from each of the abovementioned properties and would be dedicated to the City of Darien as a drainage easement. The property owners are in agreement with the easement and the property owner of 710 69<sup>th</sup> Street has paid for the preparation of the drainage easement dedication and recording. A copy of the Plat of Easement for 706 and 710 69<sup>th</sup> Street is attached and labeled as Attachment A.

#### Committee Recommendation

The Municipal Services Committee recommends approval of this Resolution.

#### Alternate Consideration

Not approving the Resolution at this time.

#### Decision Mode

This item will be placed on the November 7, 2011 City Council agenda for formal consideration.

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE  
INSTALLATION  
AND MAINTENANCE OF A STORM SEWER AT 706 AND 710 69<sup>TH</sup> STREET**

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

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

**WHEREAS**, the City will require a 10-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 706 and 710 69<sup>th</sup> Street; and

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

**WHEREAS**, the 10 foot easement will be located 5-foot east of the western side yard of 706 69<sup>th</sup> Street and 5-foot west of the eastern side yard at 710 69<sup>th</sup> Street, and as further described as:

OF THE EAST 5.00 FEET OF LOT 582 (EXCEPT THE NORTH 10.00 FEET THEREOF) AND THE WEST 5.00 FEET OF LOT 583 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759 IN DUPAGE COUNTY, ILLINOIS.

706 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-405-016

710 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-405-015

**WHEREAS**, a proposed plat of easement is attached hereto as [Exhibit A](#) and made a part hereof; and

**WHEREAS**, the City has determined that it is in its best interest to permanently utilize the property as described above for a drainage easement as granted by property owners of 706 and 710 69<sup>th</sup> Street to the City;

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

**SECTION 1: Authorization.** The Mayor and Clerk are hereby authorized and directed to execute and attest respectively a permanent drainage easement attached hereto as Exhibit A and made a part hereof. The City Council approves of and accepts this easement.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 7<sup>th</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 7<sup>th</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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





SCALE: 1"=20'

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

# SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF EASEMENT

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
SCHOMIG-SURVEY@SBCGLOBAL.NET  
WWW.LAND-SURVEY-NOW.COM  
PHONE (708) 352-1452  
FAX (708) 352-1454

OF THE EAST 5.00 FEET OF LOT 582 (EXCEPT THE NORTH 10.00 FEET THEREOF) AND THE WEST 5.00 FEET OF LOT 583 (EXCEPT THE NORTH 10.00 FEET THEREOF) IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DU PAGE COUNTY, ILLINOIS.

## OWNERS CERTIFICATE - LOT 583 706 69th STREET

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

I, MELISSA CHAMBERS DO HEREBY CERTIFY THAT I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:

LOT 582 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE DESCRIBED AS THE WEST 5.00 FEET (EXCEPT THE NORTH 10.00 FEET THEREOF), OF AFORESAID LOT 583, AS HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011

OWNER: \_\_\_\_\_

OWNER: \_\_\_\_\_

## OWNERS NOTARY - LOT 583

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT MELISSA CHAMBERS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE IS THE OWNER, OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, I HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS HER OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011

BY: \_\_\_\_\_ NOTARY PUBLIC

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



## OWNERS CERTIFICATE - LOT 582 710 69th STREET

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

WE, DARREN FERGUSON AND JENNIFER FERGUSON, HIS WIFE DO HEREBY CERTIFY THAT WE ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AS:

LOT 582 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DU PAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR DRAINAGE DESCRIBED AS THE EAST 5.00 FEET (EXCEPT THE NORTH 10.00 FEET THEREOF), OF AFORESAID LOT 582, AS HEREON SHOWN TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011

OWNER: \_\_\_\_\_

OWNER: \_\_\_\_\_

## OWNERS NOTARY - LOT 582

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

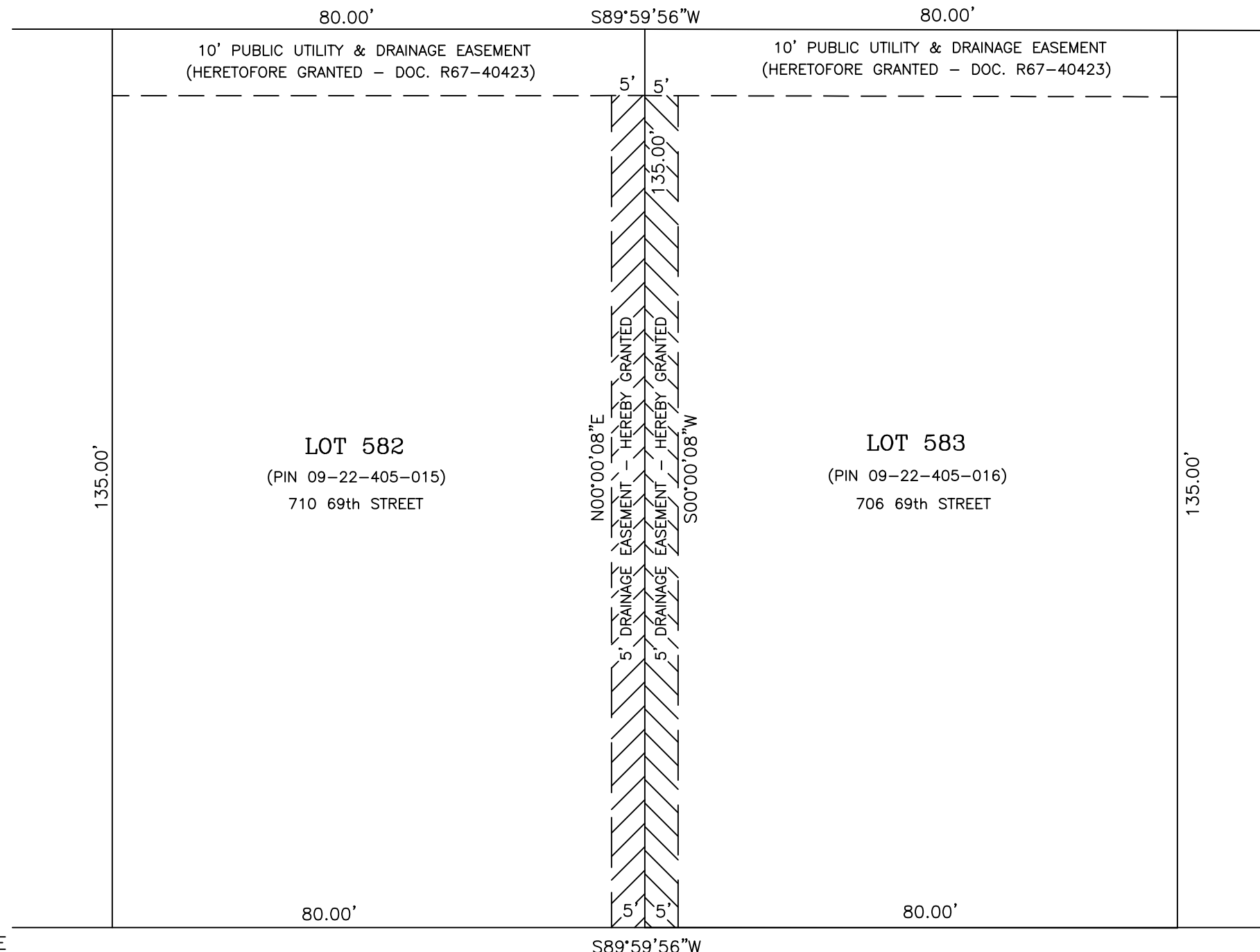
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DARREN FERGUSON AND JENNIFER FERGUSON, HIS WIFE BOTH PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, THEY HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2011

BY: \_\_\_\_\_ NOTARY PUBLIC

DATED: SEPTEMBER 20, 2011

PLAT NUMBER: 110763-E, H20-4 SCALE: 1" = 20'



69th STREET

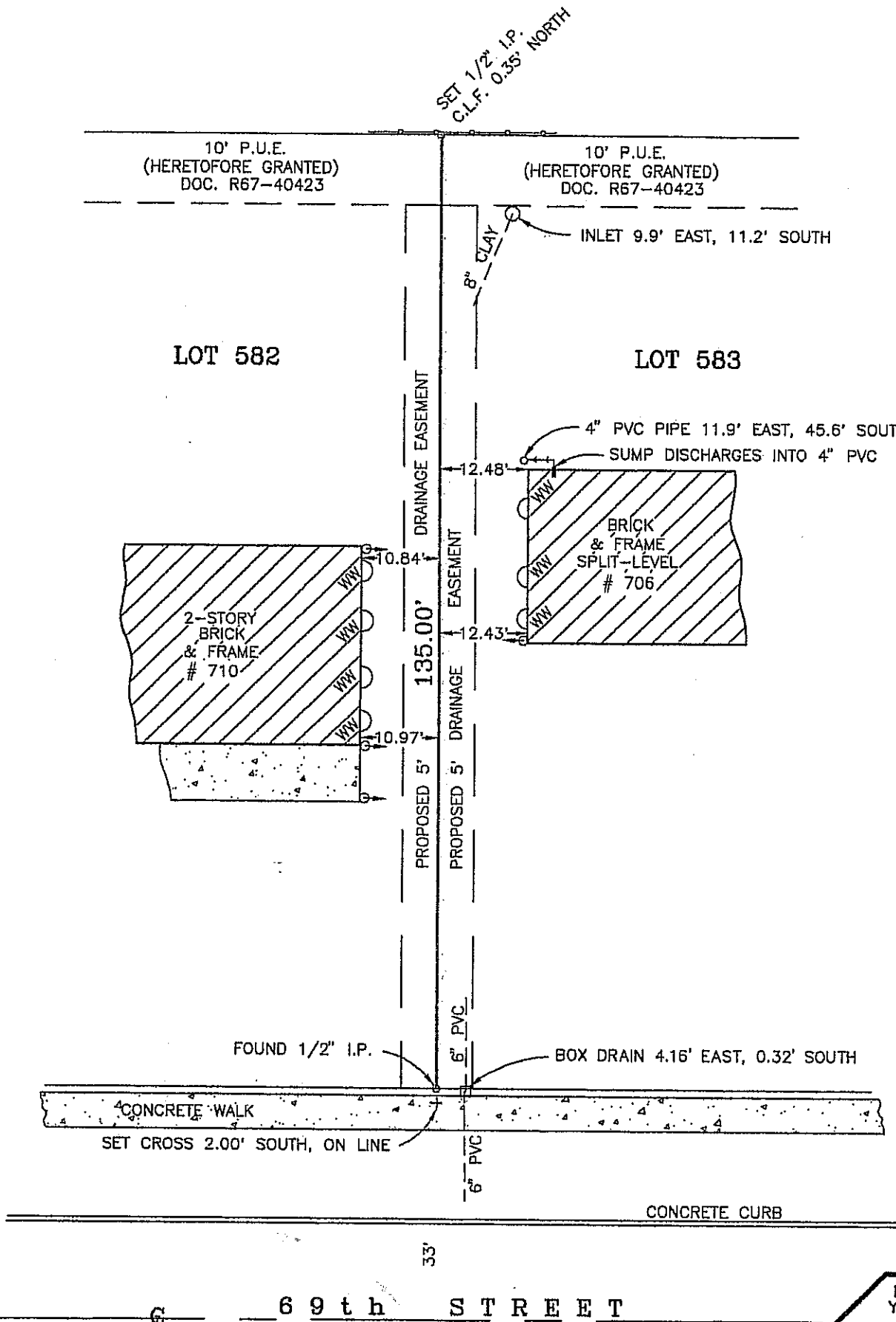


# SCHOMIG LAND SURVEYORS, LTD.

## Plat of Survey

909 EAST 31st STREET  
 LA GRANGE PARK, ILLINOIS 60526  
 SCHOMIG-SURVEY@SBCGLOBAL.NET  
 WWW.LAND-SURVEY-NOW.COM  
 PHONE (708) 352-1452  
 FAX (708) 352-1454

OF THE DIVISION LINE BETWEEN LOTS 582 AND 583 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11 AND A RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DU PAGE COUNTY, ILLINOIS.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

**IMPORTANT:** COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW.  
 © COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: SEPTEMBER 20, 2011  
 BUILDING LOCATED: SEPTEMBER 20, 2011  
 ORDERED BY: CITY OF DARIEN  
 PLAT NUMBER: 110763, H20-4 SCALE: 1" = 20'

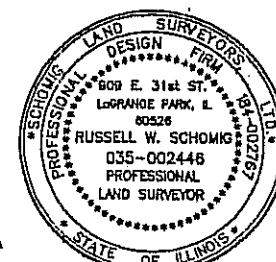
STATE OF ILLINOIS } ss.  
 COUNTY OF COOK }

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

- WW = WINDOW WELL
- DS = DOWN SPOUT
- I.P. = IRON PIPE
- C.L.F. = CHAIN LINK FENCE
- B.L. = BUILDING LINES
- D.E. = DRAINAGE EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- CL = CENTER LINE



BY: Russell W. Schomig  
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446  
 LICENSE EXPIRATION 11-30-2012



# CITY OF DARIEN

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

July 1, 2011

Mr. Darren Ferguson  
710 69<sup>th</sup> Street  
Darien, IL 60561

Dear Mr. Ferguson:

This letter is an update to the recent correspondence dated June 20, 2011, regarding the ongoing drainage concern within the rear yard drainage easement of 706 and 710 69<sup>th</sup> Street. Below are the survey participation results:

710 69<sup>th</sup> Street Yes  
706 69<sup>th</sup> Street-No Response

The City has tallied the final participants with a final count of one (1). The scope of the project has been reviewed to reflect the proposed participation level and the cost has been reduced to approximately \$4,800.00 for the drainage project and \$675.00 for the easement dedication. The Ferguson resident's agree to pay the first \$1,000 dollars of the drainage project and \$675.00 for the easement dedication for a total of \$1,675.00. The City will be contributing the remainder in the amount of \$3,800.

Prior to the project being initiated we will be requiring a 10-foot side yard easement between your residence, 710 69<sup>th</sup> Street and 706 69<sup>th</sup> Street. The proposed easement shall include 5-feet from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording. As per our telephone conversations, you had informed me that the property owner at 706 69<sup>th</sup> Street has agreed to provide the easement. City staff has not been able to verify that 706 69<sup>th</sup> Street will dedicate the easement. Both property owners will be required to sign the easement dedication and City Council approval will be required.

Prior to the staff scheduling the surveyor a deposit in the amount of \$675.00, payable to the City of Darien will be required. Upon completion of the drainage project, the remainder of the invoice will be mailed to you.



July 1, 2011

Mr. Darren Ferguson  
710 69<sup>th</sup> Street  
Darien, IL 60561

Dear Mr. Ferguson:

This letter is an update to the recent correspondence dated June 20, 2011, regarding the ongoing drainage concern within the rear yard drainage easement of 706 and 710 69<sup>th</sup> Street. Below are the survey participation results:

710 69<sup>th</sup> Street Yes  
706 69<sup>th</sup> Street-No Response

The City has tallied the final participants with a final count of one (1). The scope of the project has been reviewed to reflect the proposed participation level and the cost has been reduced to approximately \$4,800.00 for the drainage project and \$675.00 for the easement dedication. The Ferguson resident's agree to pay the first \$1,000 dollars of the drainage project and \$675.00 for the easement dedication for a total of \$1,675.00. The City will be contributing the remainder in the amount of \$3,800.

Prior to the project being initiated we will be requiring a 10-foot side yard easement between your residence, 710 69<sup>th</sup> Street and 706 69<sup>th</sup> Street. The proposed easement shall include 5-feet from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording. As per our telephone conversations, you had informed me that the property owner at 706 69<sup>th</sup> Street has agreed to provide the easement. City staff has not been able to verify that 706 69<sup>th</sup> Street will dedicate the easement. Both property owners will be required to sign the easement dedication and City Council approval will be required.

Prior to the staff scheduling the surveyor a deposit in the amount of \$675.00, payable to the City of Darien will be required. Upon completion of the drainage project, the remainder of the invoice will be mailed to you.

2-7132-2710  
EZ-BANK<sup>SM</sup> Check  
Fraud Protection

3278

7/8 2011

Pay to the order of City of Darien \$ 675.00

Six hundred seventy-five and 00/100 Dollars

CHARTER ONE BANK  
CHARTERONE.COM

For Survey deposit - 710 69<sup>th</sup>

271071321 8315137602 3278

Security Features  
Watermark  
Gloss on Back



# CITY OF DARIEN

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

August 5, 2011

Ms. Melissa Chambers  
706 69th Street  
Darien, IL 60561

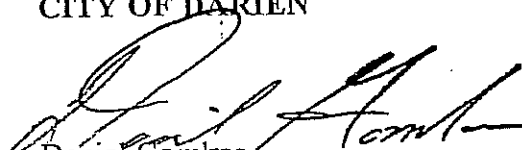
Dear Mr. Chambers:

This letter is an update to the recent correspondence dated July 1, 2011, regarding the proposed side yard drainage easement for 706 and 710 69<sup>th</sup> Street. Mr. Ferguson has recently submitted a payment to the City to begin the plat of easement work. The proposed easement shall include 5-feet from each of the abovementioned properties and will be dedicated to the City of Darien for a drainage easement, see attached aerial. The City will prepare all related documents and recording.

Prior to the City authorizing the surveyor to begin, we are requesting an acknowledgement from you for the 5-foot side yard easement. There will be no costs to you for the preparation of the plat of easement, although a final signature will be required. In addition, there will be no costs to you for the proposed rear yard drainage project at 710 69<sup>th</sup> Street.

We request that the attached form be completed and returned to the City of Darien by no later than August 10, 2011. Should you have any further questions regarding this matter, please feel free to contact me at (630) 353-8106 or via e-mail at [dgombac@darienil.gov](mailto:dgombac@darienil.gov).

Sincerely,  
CITY OF DARIEN

  
Daniel Gombac  
Director of Municipal Services

cc: Mr. Darren Ferguson-710 69<sup>th</sup> Street  
Kathleen Weaver, Mayor  
Tina Beilke, Alderman Ward 2  
Bryon Vana, City Administrator  
Daniel Salvato, Superintendent of Municipal Services  
David Fell, Municipal Services Foreman-Streets

ATT





24 INCH (24")

CONNECT EXISTING PIPES

6' EASEMENT

706

CONNECT EXISTING PIPES

5 FOOT EASEMENT

69TH ST

6 FOOT EASEMENT

24 x 24 INCH

# AGENDA MEMO

## City Council

November 7, 2011

### ISSUE STATEMENT

Approval of a resolution awarding a contract to Steve Piper and Sons in an amount not to exceed \$88,060.00 for the City's 2011/12 Tree Trimming and Removal Program.

### RESOLUTION

### BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, 56 tree removals and stumping. The removals were identified during the inventory process during 2010 and 2011. Please recall, last year's Tree Trimming Program was removed from the FY10/11 Budget. Below are the areas to be trimmed:

- South of 75<sup>th</sup> Street, west of Cass Avenue, north of North Frontage Road and east of and including Creekside Lane
- Farmingdale Ridge subdivision
- Carriage Green subdivisions 1 & 2

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering, and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$65.00 per tree in the front yard and \$140.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding.

The contract calls out for unit pricing for emergency services. All tree removals and stump grinding unit pricing shall be held firmly in place until December 31, 2012. Please find labeled as [Attachment A](#), pages 3-4, the bid results that were opened on October 18, 2011. Please note there are two optional contract extensions for 2012-13 and 2013-14 that may be exercised by the City. The contract extensions will be formally entertained at a future date pending budget approval.

2011 City of Darien Tree Removal Schedule				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Tree Trimming	Each	1,750.00	\$ 34.00	\$ 59,500.00
Tree Removal per DBH	Per Inch	775.00	\$ 30.00	\$ 23,250.00
Misc Stump Removal	Each	59.00	\$ 90.00	\$ 5,310.00

<b>Total Cost</b>				<b>\$ 88,060.00</b>
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The proposed expenditure would be expended from the following accounts:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 11/12 BUDGET</b>	<b>EXPENDITURE TO DATE</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
01-30-4375	TREE TRIMMING AND REMOVAL	\$99,490.00	\$ 11,259.00	\$ 88,060.00	\$ 171.00

References for Steve Piper and Sons have been verified with positive responses.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution awarding a contract to Steve Piper and Sons in an amount not to exceed \$88,060.00 for the City's 2011/12 Tree Trimming and Removal Program.

**ALTERNATE DECISION**

Not approving the contract.

**DECISION MODE**

This item will be placed on the November 7, 2011 City Council agenda for formal consideration.



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

**A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AGREEMENT FOR THE TREE TRIMMING AND REMOVAL PROGRAM BETWEEN THE CITY OF DARIEN AND STEVE PIPER & SONS, INC. IN AN AMOUNT NOT TO EXCEED \$88,060.00 FOR PARKWAY TREE MAINTENANCE TRIMMING AND AUTHORIZING THE PROPOSED UNIT PRICING FOR TREE REMOVAL AND STUMP GRINDING**

**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 execute a Contract Agreement, a copy of which is attached hereto as "[Exhibit A](#)", for the 2011 Tree Trimming Project between the City of Darien and Steve Piper & Sons, Inc.

**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 7<sup>th</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,**  
this 7<sup>th</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

BIDDER SUMMARY SHEET

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien  
Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2011

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

Firm Name: Steve Piper & Sons, Inc.

Address: 31W320 Ramm Drive

City, State, Zip Code: Naperville IL 60564

Contact Person: Lori Mantuano

FEIN #: 36-3923943

Phone: (630) 898-6050 Fax: (630) 898-6191

E-mail Address: Lori@stevepiperandsons.com

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

Addendum No. 1, Dated Oct 4, 2011

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

### Schedule of Prices – 2011/12

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>A</b>	<b>City of Darien Program</b>				
A 1	Tree Trimming-Parkways	Each	1750	\$34.00	\$59,500.00
A 2	Tree Removal cost per DBH	Per Inch	100	\$30.00	\$3,000.00
A 3	Stump Removal	Each	20	\$90.00	\$1,800.00
	<b>Sub-Total A1 – A3</b>				<b>\$64,300.00</b>
<b>B</b>	<b>Private Property Program</b>				
B 1	Tree Trimming - Front Yard	Each	1	\$65.00	\$65.00
B 2	Tree Trimming - Back Yard	Each	1	\$140.00	\$140.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$28.00	\$28.00
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$40.00	\$40.00
B 5	Stump Grinding – Front Yard	Each	1	\$50.00	\$50.00
B 6	Stump Grinding – Back Yard	Each	1	\$75.00	\$75.00
	<b>Sub-Total B1 – B6</b>				<b>\$398.00</b>
<b>C</b>	<b>Emergency Services</b>				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$110.00	\$4,400.00
	<b>Sub-Total C1</b>				<b>\$4,400.00</b>
	<b>Total Cost Sections A, B and C</b>				<b>\$69,098.00</b>
	<b>Bid Bond is 5% of Total Costs- Sections A,B and C</b>				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

### Schedule of Prices – 2012/13

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>A</b>	<b>City of Darien Program</b>				
A 1	Tree Trimming-Parkways	Each	1750	\$ 34. <sup>00</sup>	\$ 59,500. <sup>00</sup>
A 2	Tree Removal cost per DBH	Per Inch	100	\$ 30. <sup>00</sup>	\$ 3,000. <sup>00</sup>
A 3	Stump Removal	Each	20	\$ 90. <sup>00</sup>	\$ 1,800. <sup>00</sup>
	<b>Sub-Total A1 – A3</b>				\$ 64,300. <sup>00</sup>
<b>B</b>	<b>Private Property Program</b>				
B 1	Tree Trimming - Front Yard	Each	1	\$ 65. <sup>00</sup>	\$ 65. <sup>00</sup>
B 2	Tree Trimming - Back Yard	Each	1	\$ 140. <sup>00</sup>	\$ 140. <sup>00</sup>
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$ 28. <sup>00</sup>	\$ 28. <sup>00</sup>
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$ 40. <sup>00</sup>	\$ 40. <sup>00</sup>
B 5	Stump Grinding – Front Yard	Each	1	\$ 50. <sup>00</sup>	\$ 50. <sup>00</sup>
B 6	Stump Grinding – Back Yard	Each	1	\$ 75. <sup>00</sup>	\$ 75. <sup>00</sup>
	<b>Sub-Total B1 – B6</b>				\$ 398. <sup>00</sup>
<b>C</b>	<b>Emergency Services</b>				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$ 110. <sup>00</sup>	\$ 4,400. <sup>00</sup>
	<b>Sub-Total C1</b>				\$ 4,400. <sup>00</sup>
	<b>Total Cost Sections A, B and C</b>				\$ 69,098. <sup>00</sup>
	<b>Bid Bond is 5% of Total Costs- Sections A,B and C</b>				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

## Schedule of Prices – 2013/14

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>A</b>	<b>City of Darien Program</b>				
A 1	Tree Trimming-Parkways	Each	1750	\$ 34. <sup>00</sup>	\$ 59,500. <sup>00</sup>
A 2	Tree Removal cost per DBH	Per Inch	100	\$ 30. <sup>00</sup>	\$ 3,000. <sup>00</sup>
A 3	Stump Removal	Each	20	\$ 90. <sup>00</sup>	\$ 1,800. <sup>00</sup>
	Sub-Total A1 – A3				\$ 64,300. <sup>00</sup>
<b>B</b>	<b>Private Property Program</b>				
B 1	Tree Trimming - Front Yard	Each	1	\$ 65. <sup>00</sup>	\$ 65. <sup>00</sup>
B 2	Tree Trimming - Back Yard	Each	1	\$ 140. <sup>00</sup>	\$ 140. <sup>00</sup>
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$ 28. <sup>00</sup>	\$ 28. <sup>00</sup>
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$ 40. <sup>00</sup>	\$ 40. <sup>00</sup>
B 5	Stump Grinding – Front Yard	Each	1	\$ 50. <sup>00</sup>	\$ 50. <sup>00</sup>
B 6	Stump Grinding – Back Yard	Each	1	\$ 75. <sup>00</sup>	\$ 75. <sup>00</sup>
	Sub-Total B1 – B6				\$ 398. <sup>00</sup>
<b>C</b>	<b>Emergency Services</b>				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$ 110. <sup>00</sup>	\$ 4,400. <sup>00</sup>
	Sub-Total C1				\$ 4,400. <sup>00</sup>
	Total Cost Sections A, B and C				\$ 69,098. <sup>00</sup>
	<b>Bid Bond is 5% of Total Costs- Sections A,B and C</b>				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

### TOTAL COST SUMMARY

SUMMARY COSTS	2011/2012	2012/2013	2013/2014
Total Cost of A, B & C	\$ 69,098. <sup>00</sup>	\$ 69,098. <sup>00</sup>	\$ 69,098. <sup>00</sup>

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

Firm Name: Steve Piper & Sons, Inc.  
 Signature of Authorized Representative: [Signature]  
 Title: President Date: 10/14/11

ACCEPTANCE: This proposal is valid for 150 calendar days from the date of submittal.

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

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties**

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

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

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

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

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

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

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

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



OPENING DATE/TIME: October 18, 2011 10:00 a.m.

City of Darien Parkway	Fiscal Year	Powell Tree Care						Winkler Tree Service						
		2011/2012		2012/2013		2013/2014		2011/2012		2012/2013		2013/2014		
		UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE
Tree Trimming	Each	1,750	\$ 36.12	\$ 63,210.00	\$ 36.12	\$ 63,210.00	\$ 36.12	\$ 63,210.00	\$ 36.61	\$ 64,067.50	\$ 38.61	\$ 67,567.50	\$ 40.61	\$ 71,067.50
Tree Removal per DBH	Per Inch	100	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00	\$ 37.42	\$ 3,742.00	\$ 39.42	\$ 3,942.00	\$ 41.42	\$ 4,142.00
Misc Stump Removal	Each	20	\$ 175.00	\$ 3,500.00	\$ 175.00	\$ 3,500.00	\$ 175.00	\$ 3,500.00	\$ 93.00	\$ 1,860.00	\$ 96.00	\$ 1,920.00	\$ 99.00	\$ 1,980.00
Subtotal - Section A			\$ 261.12	\$ 71,710.00	\$ 261.12	\$ 71,710.00	\$ 261.12	\$ 71,710.00	\$ 167.03	\$ 69,669.50	\$ 174.03	\$ 73,429.50	\$ 181.03	\$ 77,189.50
Tree Trimming-Front Yard	Each	1	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 250.00	\$ 250.00	\$ 265.00	\$ 265.00	\$ 273.00	\$ 273.00
Tree Trimming-Back Yard	Each	1	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 575.00	\$ 575.00	\$ 595.00	\$ 595.00	\$ 609.00	\$ 609.00
Tree Removal per DBH (Front	Per Inch	1	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00	\$ 37.00	\$ 37.00	\$ 39.00	\$ 39.00
Tree Removal per DBH (Back	Per Inch	1	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 75.00	\$ 75.00	\$ 77.00	\$ 77.00	\$ 80.00	\$ 80.00
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 109.00	\$ 109.00
Stump Grinding-Back	Each	1	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 200.00	\$ 200.00	\$ 206.00	\$ 206.00	\$ 209.00	\$ 209.00
Subtotal - Section B			\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	\$ 1,195.00	#####	\$ 1,235.00	#####	\$ 1,283.00	\$ 1,319.00	\$ 1,319.00
Emergency Services		40.00	\$ 130.00	\$ 5,200.00	\$ 130.00	\$ 5,200.00	\$ 130.00	\$ 5,200.00	\$ 300.00	\$ 12,000.00	\$ 310.00	\$ 12,400.00	\$ 324.00	\$ 12,960.00
TOTAL - SECTIONS A, B & C			\$ 78,105.00	\$ 78,105.00	\$ 78,105.00	\$ 78,105.00	\$ 78,105.00	\$ 78,105.00		\$ 82,904.50		\$ 87,112.50		\$ 91,468.50

OPENING DATE/TIME: October 18, 2011 10:00 a.m.

City of Darien Parkway			Steve Piper & Sons		Steve Piper & Sons		Steve Piper & Sons		Homer Tree Care		Homer Tree Care		Homer Tree Care	
			Bond/Addendum rcvd		Bond/Addendum rcvd		Bond/Addendum rcvd		Bond/Addendum rcvd		Bond/Addendum rcvd		Bond/Addendum rcvd	
			2011/2012		2012/2013		2013/2014		2011/2012		2012/2013		2013/2014	
			Fiscal Year											
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 34.00	\$59,500.00	\$ 34.00	\$59,500.00	\$ 34.00	\$59,500.00	\$ 35.00	\$61,250.00	\$ 36.75	\$64,312.50	\$ 38.50	\$67,375.00
Tree Removal per DBH	Per Inch	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 21.00	\$ 2,100.00	\$ 22.00	\$ 2,200.00
Misc Stump Removal	Each	20	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 90.00	\$ 1,800.00	\$ 45.00	\$ 900.00	\$ 47.25	\$ 945.00	\$ 49.50	\$ 990.00
Subtotal - Section A			#####	\$64,300.00	#####	\$64,300.00	#####	\$64,300.00	#####	\$64,150.00	#####	\$67,357.50	#####	\$70,565.00
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 75.00	\$ 75.00	\$ 78.75	\$ 78.75	\$ 82.50	\$ 82.50
Tree Trimming-Back Yard	Each	1	#####	\$ 140.00	#####	\$ 140.00	#####	\$ 140.00	#####	\$ 150.00	#####	\$ 157.50	#####	\$ 165.00
Tree Removal per DBH (Front)	Per Inch	1	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00	\$ 20.00	\$ 20.00	\$ 21.00	\$ 21.00	\$ 22.00	\$ 22.00
Tree Removal per DBH (Back)	Per Inch	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 25.00	\$ 25.00	\$ 26.25	\$ 26.25	\$ 27.50	\$ 27.50
Stump Grinding-Front	Each	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 90.00	\$ 90.00	\$ 94.50	\$ 94.50	\$ 99.00	\$ 99.00
Stump Grinding-Back	Each	1	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 94.50	\$ 94.50	\$ 99.00	\$ 99.00
Subtotal - Section B			#####	\$ 398.00	#####	\$ 398.00	#####	\$ 398.00	#####	\$ 450.00	#####	\$ 472.50	#####	\$ 495.00
Emergency Services		40.00	#####	\$ 4,400.00	#####	\$ 4,400.00	#####	\$ 4,400.00	#####	\$10,000.00	#####	\$10,500.00	#####	\$11,000.00
TOTAL - SECTIONS A, B & C				\$69,098.00		\$69,098.00		\$69,098.00		\$74,600.00		\$78,330.00		\$82,060.00

## AGENDA MEMO

### City Council

November 7, 2011

#### Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2012 Street Maintenance Program, in an amount not to exceed \$13,500.00.

#### RESOLUTION

#### Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 77 pavement corings for the tentatively proposed 2012 Street Maintenance Program. The following roads have been slated for the 2012 Street Maintenance Program:

<b>PROPOSED 2012 ROAD PROGRAM</b>		
<b>STREET</b>	<b>LIMIT</b>	<b>ROAD LENGTH</b>
High Road	67 <sup>th</sup> Street to Plainfield Road	2950
Poplar Lane*	Janet Avenue to Elm Street	840
High Road	Plainfield Road to Janet Avenue	440
Bentley Avenue*	71 <sup>st</sup> Street to 72 <sup>nd</sup> Street	480
Arrow Lane	Portsmouth Drive to limit	600
Comstock Lane	Walnut Drive to Nantucket Drive	900
Hayenga Lane	Walnut Drive to Andermann Lane	980
Andermann Lane	Hayenga Lane to Nantucket Drive	660
Baker Court	Andermann Lane to limit	640
Del Court	79 <sup>th</sup> Street to limit	400
Clare Court	Darien Club Drive to limit	360
Bantry Court	Darien Club Drive to limit	200
Clover Court	Darien Club Drive to limit	350
Irish Court	Darien Club Drive to limit	350
Allison Lane	Cass Avenue to limit	335
Exner Court	Exner Road to limit	160
Cramer Lane	Brewer Road to Drover Lane	480
Alden Lane	Brewer Road to Burgess Lane	760
Burgess Lane	Drover Lane to limit	390
Water Tower Lane	Pearson Drive to Sandalwood Drive	340

Sandalwood Drive	Beller Drive to Water Tower Lane	600
Donegal Drive	Meyers Wood Park to Donegal Court	1254
Stewart Drive	Bailey Road to limit	1400
Barrymore Drive	Bailey Road to Capra Trail	1500
Pine Court	Greenbriar Lane to limit	600
Maple Lane	Richmond Avenue to Clarendon Hills Road	2840
Maple Lane CDS #1	Maple Lane to limit	180
Maple Lane CDS #2	Maple Lane to limit	180
Tamarack Drive	Richmond Avenue to Beechnut Lane	2200
Robert Road	Oldfield Road to Donegal Drive	720
Shannon Court	Robert Road to limit	325
Sleepy Hollow Lane	Adams Street to Cass Avenue	1100
	LN FEET	25,514
	MILES	4.83
Public Works Parking Lot**	1041 S. Frontage Road	
Darien Pathway**	Cass Avenue to limit	
Capra Trail**	Barrymore Drive to limit	
Eagles Nest Subdivision**	All roads within subdivision	
Mark DeLay School South Parking Lot and Kelly Circle**	Wilmette Avenue to limit	

\* Pending Ditch project approval

\*\* Private roadways/parking lots to be reimbursed

The proposed Engineering Agreement includes the following scope of services:

**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 77 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 staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways.

**Total Engineering Cost for Task 1-\$12,750.00**

**Task 2 – Evaluation of Geotechnical Report:** CBBEL and City Staff will evaluate the report to determine the resurfacing treatment for the abovementioned roadways. The evaluation will be performed as per the established hourly rates at a not to exceed amount of \$750.00.

**Total Engineering Cost for Task 2 - \$750.00**

Below, please find a summary cost for the abovementioned items:

Cost for Task 1-	\$12,750.00
Cost for Task 2-	<u>750.00</u>
Total Cost	\$13,500.00

Funding for the Engineering Services would be expended from the following line item of the FY 12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11/12 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	ENG-BID SPECS/TESTING SERVICES	\$ 49,000.00	\$ 7,843.07	\$ 13,500.00	\$ 27,656.93

**Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$13,500.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the November 7, 2011 City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$13,500.00 (PAVEMENT CORING 2012 STREET MAINTENANCE)**

**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 agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to pavement coring evaluation for the 2012 street maintenance, 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 7<sup>th</sup> day of November, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of November, 2011.**

\_\_\_\_\_  
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 14, 2011

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2012 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 2012 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 2012 Road Program will consist of the following streets:

PROPOSED 2012 ROAD PROGRAM		
STREET	ROAD LENGTH	CORES
High Road	2950	6
Poplar Lane	840	2
High Road	440	1
Bentley Ave (71st-72nd)	480	1
Arrow Lane	600	1
Comstock Lane	900	2
Hayenga Lane	980	2
Andermann Lane	660	1
Baker Court	640	1
Del Court	400	1
Clare Court	360	1
Bantry Ct	200	1
Clover Ct	350	1

Irish Ct	350	1
Allison Ln	335	1
Exner Ct	160	1
Cramer Ln	480	1
Alden Ln	760	2
Burgess Pl	390	1
Water Tower Ln	340	1
Sandalwood Dr	600	1
Donegal Dr	1254	3
Stewart Dr	1400	3
Barrymore Dr	1500	3
Pine Ct	600	1
Maple Ln	2840	6
Tamarack Drive	2200	4
Maple Lane (CDS #1)	180	1
Maple Lane (CDS #2)	180	1
Robert Road	720	2
Shannon Ct	325	1
Sleepy Hollow Lane	1100	2
Public Works Parking Lot		4
Darien Pathway		0
Capri Trail – Baily Park		4
Eagle Nest Subdivision		8
Mark Delay School Parking Lot		4
LN FEET	25,514	77
MILES	4.83	

Also, it is our understanding that the following from the list above will be options included in the bid booklet:

- Option 1 Public Works Parking Lot
- Option 2 Darien Pathway-Private Developer - 750 x 24 approx
- Option 3 Capri Trail – Bailey Park
- Option 4 Eagles Nest Subdivision
- Option 5 Mark Delay School Parking Lot



**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 77 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 flagman 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 2012 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	\$12,750
Task 2	Evaluation of Geotechnical Report	\$ 750
	<b>TOTAL</b>	<b>\$13,500</b>

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  
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, 2009**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

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, 2009

***Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.***

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.

June 13, 2005

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