

**AGENDA**  
**Municipal Services Committee**  
**July 26, 2021**  
**7:00 P.M. – City Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
  - a. **Minor PUD Amendment: Society of Mount Carmel – Society of the Little Flower – National Shrine to St. Therese (8511 Bailey Road)** - Petitioner, Society of Mount Carmel, seeks approval of a Minor PUD Amendment pursuant to City Code Section 5A-3-2-5(B) to allow for a one-story building addition to the existing rectory at 8511 Bailey Road.
  - b. **2021HEN-01 Josue Villa (911 Hickory Lane)** - Petitioner, Josue Villa, seeks relief from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. This request is made pursuant to City Code Section 7-5-1(C) for property located at 911 Hickory Lane that is zoned Single Family Residence District (R-2).
  - c. **2021HEN-02 Abdul Arain (7934 Farmingdale Drive)** - Petitioner, Abdul Arain, seeks relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. This request is made pursuant to City Code Section 7-5-1(C) for property located at 7934 Farmingdale Drive that is zoned Single Family Residence District (R-2).
  - d. **Resolution** - Authorizing the purchase and installation of one (1) new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65.
  - e. **Resolution** - Authorizing the Mayor to accept a proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80.
  - f. **Resolution** - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74th Street and Elm in an amount not to exceed \$8,000.
  - g. **Minutes - June 21, 2021 Municipal Services Committee**
4. **Director’s Report**
5. **Next scheduled meeting – Monday, August 23, 2021**
6. **Adjournment**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**JULY 26, 2021**

**ISSUE STATEMENT**

***Minor PUD Amendment:***     **Society of Mount Carmel – Society of the Little Flower – National Shrine to St. Therese (8511 Bailey Road)**  
 Petitioner, Society of Mount Carmel, seeks approval of a *Minor PUD Amendment* pursuant to City Code Section 5A-3-2-5(B) to allow for a one-story building addition to the existing rectory at 8511 Bailey Road. The proposed addition includes six (6) new bedrooms and bathrooms, a living room, exterior patio, five (5) car garage, and a basement.

Applicable Regulations:     Zoning Ordinance Section 5A-3: PUD Regulations  
    Zoning Ordinance Section 5A-7-3: R-3 District Standards  
    Ordinance No. O-33-77 & Ordinance No. O-11-16

**ATTACHMENTS**

- A. [Application](#)
- B. [Site Improvement Plans](#)
- C. [Floor Plans](#)
- D. [Building Elevations](#)
- E. [Plat of Subdivision](#)

**GENERAL INFORMATION**

Petitioner/Owner:	Society of Mount Carmel
Property Location:	8511 Bailey Road
PIN Number:	09-33-401-014
Existing Zoning:	Multi-Family Residence District (R-3)/Planned Unit Development (PUD)
Existing Land Use:	Institutional/Religious Facilities
Comprehensive Plan:	Institutional (Existing & Future)
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family Residential
East:	Single Family Residence District (R-1); Institutional/Religious Facilities
South:	Office (O), Planned Unit Development (PUD); Office/Institutional
West:	Single Family Residence District (R-2), Multi-Family Residence District (R-3)/Planned Unit Development (PUD); Single Family Residential, School
Size of Property:	30.70 Acres
Floodplain & Natural Features:	According to the DuPage County Parcel Viewer System, there is a regulatory wetland on the subject site, but no floodplain.

History: The subject property was annexed into the City of Darien in 1977, and at that time the City Council approved a *Special Use* for a Planned Unit Development (PUD). In 2016, the owner requested approval of a final plat of subdivision and a *Major* Amendment to the approved Planned Unit Development (PUD) to make site modifications and improvements.

**OVERVIEW/DISCUSSION**

The subject property is located at the northeast corner of N Frontage Road and Bailey Road. The property was annexed into the City of Darien in 1977, and at that time the City Council approved a *Special Use* for a Planned Unit Development (PUD) to include a church and similar places of worship, retreat and conference center, nursing home or similar use, and residential use(s). In 2016, the owner requested approval of a final plat of subdivision and a *Major* Amendment to the approved Planned Unit Development (PUD), including a new shrine chapel, reconstruction of parking lots and an additional parking lot, a new driveway onto N Frontage Road, and new pedestrian connections and plaza.

On June 30, 2021, the City received an application from Society of Mount Carmel to make minor site modifications to an existing driveway on site and to construct a building addition to the existing rectory. The existing rectory’s first floor is 2,678 square feet, and the proposed first floor addition totals 7,183 square feet. The proposed addition also includes a basement area that is 2,601 square feet. The purpose of the proposed addition is to offer additional living space, which is the reason the expansion includes six (6) new bedrooms and bathrooms, a living room, exterior patio, five (5) car garage, and additional area in the basement.

At this time the City’s Engineering Consultant (Christopher Burke Engineering) is formulating review comments on the proposed project, and staff expects to have the review comments available for the Municipal Services Committee Meeting on Monday (07/26).

Finally, please note this request (*Minor* PUD Amendment) is subject to City Council approval pursuant to City Code Section 5A-3-2-5(B), which is listed in italicized text below.

*Minor Changes to PUD Developments – Approval Stipulations*

*Pursuant to City Code Section 5A-3-2-5(B), the City Council may, by ordinance, approve minor changes in the development which do not substantially change the concept or intent of the development without the review and recommendation of the Plan Commission and without a public hearing, but upon review and recommendation of the Planning and Development Committee. Minor changes shall be any change not defined as a major change. This provision shall not prohibit the City Council from requesting the review and recommendations of the Plan Commission.*

**DECISION MODE**

The Municipal Services Committee is requested to forward a recommendation on the *Minor* PUD Amendment to City Council.

**MEETING SCHEDULE**

Municipal Services Committee  
City Council

July 26, 2021  
August 2, 2021





DARIEN, ILLINOIS, Community Development Department

Staff Use Only	
Case No.:	-
Date Received:	06/30/21
Fee Paid:	\$460.00
Check No.:	38444
Hearing Date:	07/26/21

PLANNED UNIT DEVELOPMENT petition to the Mayor and City Council of the City of Darien:

PETITIONER INFORMATION

Society of Mount Carmel  
Petitioner's Name

Rev. Robert Colarossi  
Contact Name

1317 N. FRONTAGE ROAD DARIEN ILL. 60561  
Address, City, State, Zip Code

630-971-0050  
Phone #

Robco @ Robco.org  
Fax #

438-971-0195  
Email

Society of Mount Carmel  
Owner's Name

8501 Bailey Road Darien, Ill 60561  
Address, City, State, Zip Code

630-971-0050  
Phone #

RAUNDERSON @ CARMEL.ILL.ORG  
Email



PROPERTY INFORMATION

8511 Bailey Rd  
Property address

09 33401014  
PIN(s)

30.70  
Acreage

PUD  
Zoning

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

REQUEST

SOCIETY OF MOUNT CARMEL - SOCIETY OF THE LITTLE FLOWER - NATIONAL SHRINE OF ST. THERESE  
PUD Name

MINOR CHANGE TO PUD.  Preliminary PUD  PUD Amendment  
 Final PUD

Brief description of the proposed development:  
ADDING A ONE STORY ADDITION INCLUDING SIX (6) NEW BEDROOM/BATH ROOMS, LAUNDRY/MUDROOM, LIVING ROOM, EXTERIOR PATIO, AND FIVE (5) CAR GARAGE. THE BASEMENT OF THE ADDITION WILL INCLUDE A UTILITY ROOM, STORAGE ROOM, EXERCISE ROOM, AND BINDER ROOM.

Robert S. Colarossi do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Signature  
Subscribed and sworn to before this 8th day of JUNE, 2021

Patricia L. Burk  
Notary Public



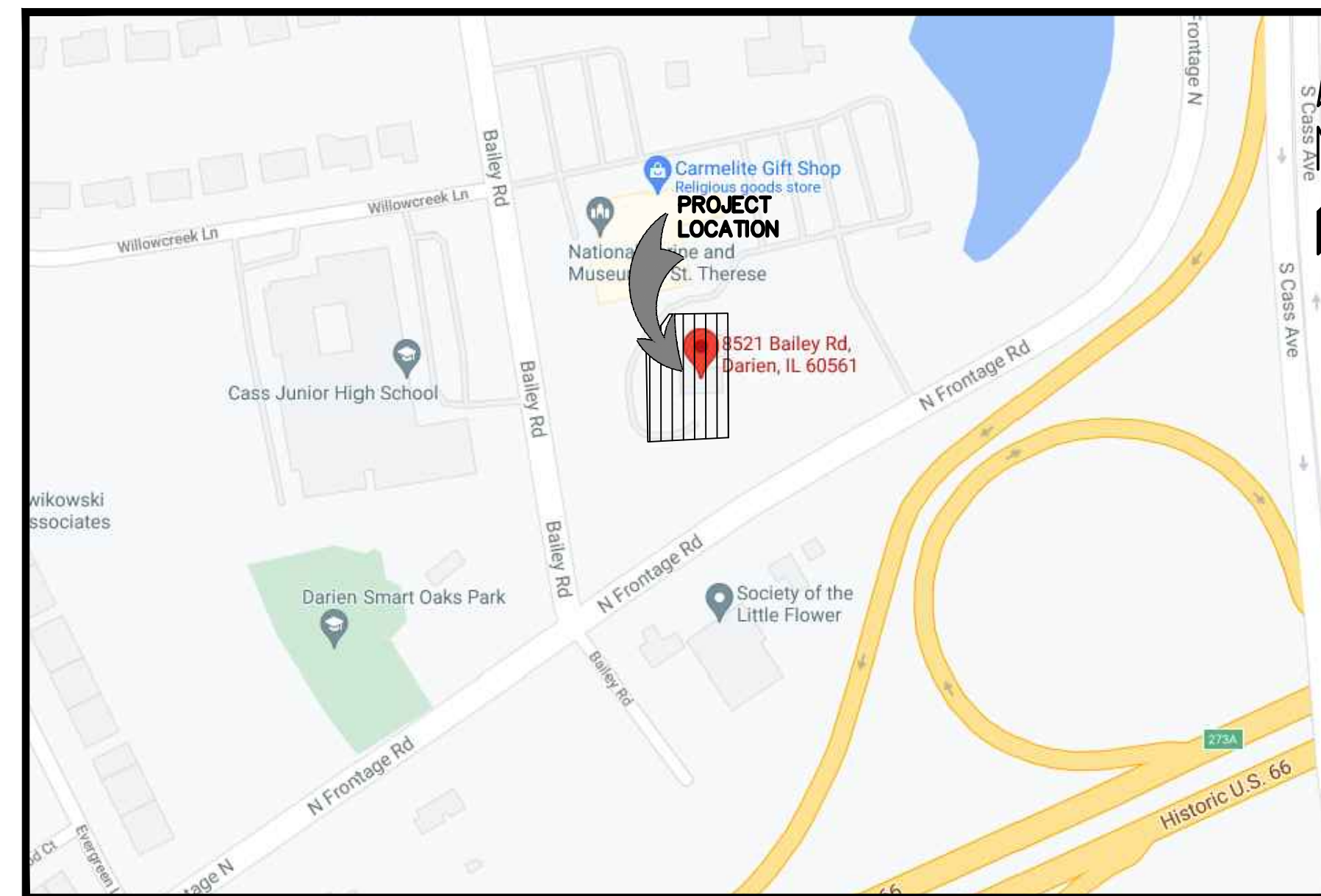


# BUILDING ADDITION

8521 BAILEY ROAD  
 DARIEN, IL 60561  
 JOB NO. W21113.00  
 FINAL ENGINEERING

**INDEX TO DRAWINGS**

1. COVER
2. GENERAL NOTES
3. EXISTING CONDITIONS AND DEMOLITION PLAN
4. FINAL SITE ENGINEERING PLAN
5. EROSION CONTROL DETAILS
6. CONSTRUCTION DETAILS



**LOCATION MAP**

**PREPARED FOR:**  
**MUELLNER CONSTRUCTION INC.**  
 2S315 DEERPATH ROAD.  
 BATAVIA, IL 60510  
 PH: (630) 844-6020

It's smart    It's free    It's the law

**Call before you dig**  
**800.892.0123**



**ENGINEERING**  
 RESOURCE ASSOCIATES

2416 GALEN DRIVE  
 CHAMPAIGN, ILLINOIS 61821  
 PHONE (217) 351-6268  
 FAX (217) 355-1902

3S701 WEST AVENUE, SUITE 150  
 WARRENVILLE, ILLINOIS 60555  
 PHONE (630) 393-3060  
 FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875  
 CHICAGO, ILLINOIS 60606  
 PHONE (312) 474-7841  
 FAX (312) 474-6099

Jon P. Green, P.E.  
 IL. P.E. NO. 062-052108  
 Expires November 30, 2021

**GENERAL NOTES:**

1. UTILITY INFORMATION IS BASED UPON FIELD MEASUREMENTS AND BEST AVAILABLE RECORDS. FIELD DATA IS LIMITED TO THAT WHICH IS VISIBLE AND CAN BE MEASURED. THIS DOES NOT PRECLUDE THE EXISTENCE OF OTHER UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL NOTIFY J.U.L.I.E. (800) 892-0123, 48 HOURS PRIOR TO ANY EXCAVATION WORK TO DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES.
3. EXCEPT WHERE MODIFIED BY THE CONTRACT DOCUMENTS, ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FOLLOWING DOCUMENTS:
  - a. IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION.
  - b. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS"
  - c. "THE DUPAGE COUNTY COUNTYWIDE STORMWATER & FLOODPLAIN ORDINANCE"
  - d. ILLINOIS URBAN MANUAL, LATEST EDITION
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC. "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION, LATEST EDITION, SHALL BE CONSULTED. APPROPRIATE CONTROL METHODS SHOULD BE APPLIED TO THE SPECIFIC SITUATIONS AND TYPES OF CONSTRUCTION OPERATIONS BEING PERFORMED.
5. THE CONTRACTOR SHALL ESTABLISH THE NECESSARY PERFORMANCE BONDS REQUIRED. PERMITS SHALL BE OBTAINED FROM ALL OUTSIDE GOVERNMENTAL AGENCIES HAVING JURISDICTION PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
6. THE CONTRACTOR IS RESPONSIBLE FOR HAVING THE MOST RECENT SET OF "APPROVED" FINAL ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SAME.
8. CONTRACTOR SHALL RESTORE OFF-SITE SURFACES TO ORIGINAL CONDITION IF DAMAGED BY CONSTRUCTION.
9. THE CONTRACTOR IS TO PROVIDE THE VILLAGE ENGINEER WITH RECORD DRAWINGS OF ALL UTILITIES SHOWING LOCATIONS OF ALL SEWER PIPE, MAINS, SERVICE STUBS, & STRUCTURES.
10. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM OR FURNISH THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
11. THE ENGINEER WARRANTS THE DESIGN, RECOMMENDATIONS, AND SPECIFICATIONS TO HAVE BEEN PROMULGATED ON CONDITIONS GENERALLY ENCOUNTERED WITHIN THE INDUSTRY. THE ENGINEER ASSUMES NO RESPONSIBILITY WHATSOEVER, WITH RESPECT TO THE DESIGN RECOMMENDATIONS AND SPECIFICATIONS, FOR COMPLEX OR UNUSUAL SOIL CONDITIONS ENCOUNTERED ON THE PROJECT. IT SHALL BE THE OWNER'S/BIDDER'S RESPONSIBILITY TO ASCERTAIN THE EXACT NATURE OF SUBSURFACE CONDITIONS PRIOR TO THE CONSTRUCTION OF THE IMPROVEMENT.
12. ALL TRENCHES CAUSED BY THE CONSTRUCTION OF SEWERS, WATERMANS, WATER SERVICE PIPES AND IN EXCAVATIONS AROUND CATCH BASINS, MANHOLES, INLETS AND OTHER APPURTENCES WHICH OCCUR WITHIN TWO FEET OF THE LIMITS OF EXISTING AND PROPOSED PAVEMENT IMPROVEMENTS, SIDEWALKS, AND CURB AND GUTTERS SHALL BE BACKFILLED WITH TRENCH BACKFILL (AS DEFINED IN SECTION 208 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND SPECIAL PROVISIONS).
13. AT LEAST 2 WORKING DAYS BEFORE COMMENCEMENT OF ANY WORK ACTIVITIES, THE CONTRACTOR WILL BE REQUIRED TO ATTEND AN ON-SITE PRECONSTRUCTION CONFERENCE. AT THIS CONFERENCE, THE CONTRACTOR WILL BE REQUIRED TO FURNISH AND DISCUSS INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 1) WRITTEN PROGRESS SCHEDULE AND BEGINNING OF WORK 2) NAMES OF PROJECT MANAGER, FIELD SUPERINTENDENT AND THE NAME AND PHONE NUMBER OF A RESPONSIBLE INDIVIDUAL WHO CAN BE REACHED 24 HOURS A DAY.
14. THE CONTRACTOR SHALL NOT BE PERMITTED TO OPERATE EXISTING WATER VALVES OR HYDRANTS WITHOUT PERMISSION FROM THE WATER DEPARTMENT . THE CONTRACTOR SHALL CALL THE WATER DEPARTMENT 24 HOURS PRIOR TO THE NEED TO OPERATE THE VALVES OR HYDRANTS.
15. THE OWNER SHALL PROVIDE A FULL AND COMPLETE CIVIL ENGINEERING RECORD DRAWING PLAN SET IN HARD COPY AND AUTOCAD AT THE

- COMPLETION OF THE PROJECT. THE RECORD DRAWINGS SHALL INCLUDE ANY CHANGES FROM THE ORIGINAL CIVIL ENGINEERING PLANS. CURRENT ELEVATIONS SHALL BE SHOWN FOR THE FOLLOWING, AT A MINIMUM: 1) ALL RIM AND INVERTS 2) GRADE INFLECTION POINTS WITH PERIODIC GRADES SHOTS IN LEVEL AREAS 3) DETENTION POND GRADES WITH VOLUME CALCULATION. ADD NOTE COMPARING ACTUAL TO REQUIRED POND VOLUME.
16. DUST CONTROL WILL BE IN ACCORDANCE WITH IDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION IN THE STATE OF ILLINOIS", LATEST EDITION, SECTION 107.36.
  17. ANY DEWATERING NECESSARY FOR THE INSTALLATION OF THE IMPROVEMENTS AS SHOWN ON THE PLANS SHALL BE THE CONTRACTORS RESPONSIBILITY. THE COST FOR DEWATERING SHALL BE INCLUDED IN THE INSTALLATION OF THE IMPROVEMENTS.
  18. ANY POOR SOILS ENCOUNTERED UNDER AREAS TO BE PAVED SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
  19. THE CONTRACTOR SHALL TAKE CARE TO PROTECT ADJACENT LAND TO THE PROJECT BY NOT DISTURBING THE SOIL BY DRIVING VEHICLES ON IT.
  20. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL OR SOILS OUTSIDE THE CONSTRUCTION LIMITS.
  21. ANY REMOVAL ITEMS SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH THE SPECIFICATIONS
  22. ALL TREES ARE DESIGNATED TO BE SAVED SHALL BE PROTECTED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 201.5 OF THE STANDARD SPECIFICATION AND SPECIAL PROVISIONS.
  23. DURING CONSTRUCTION, ALL ROADS SHALL BE HARD SURFACED (TEMPORARY OR PERMANENT) AND IN PLACE, CAPABLE OF SUPPORTING VEHICLE LOADING UNDER ALL WEATHER CONDITIONS, PURSUANT TO THE 2015 INTERNATIONAL FIRE CODE, CHAPTER 5, CHAPTER 33, AND APPENDIX D. THE BINDER COAT SHALL BE AN ACCEPTABLE MATERIAL. ACCESS FOR FIRE DEPARTMENT VEHICLES SHALL BE MAINTAINED AT ALL TIMES.

**PAVEMENT:**

1. EXPANSION JOINTS SHALL BE PLACED, AS A MINIMUM AT ALL CONSTRUCTION JOINTS IN THE CURB. EXPANSION JOINTS SHALL BE DOWELED AND SPACED NO MORE THAN SIXTY (60) FEET ON CENTER.
2. PRIOR TO PLACING ANY PAVEMENT MATERIAL, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY PREPARING AND COMPACTING THE SUBGRADE. THE PAVEMENT BASE COURSE SHALL BE PROOF-ROLLED WITH A FULLY LOADED DUMP TRUCK. THE ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS BEFORE PROOF-ROLLING. ADDITIONAL PROOF-ROLLS MAY BE NECESSARY TO VERIFY THAT ANY UNSTABLE AREAS HAVE BE REPAIRED. NO PAVEMENT MATERIAL IS TO BE PAVED ON A WET OR SOFT SUBGRADE.
3. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT TO A NEAT EDGE ALONG LIMITS OF PROPOSED REMOVAL BEFORE REMOVAL OPERATIONS BEGIN.

**SOIL EROSION CONTROL PLAN:**

1. THE PROJECT AREA SHALL BE GRADED SO A MINIMAL AMOUNT OF STORMWATER RUNOFF AND LIKEWISE SOIL SEDIMENT WILL DISCHARGE UNRESTRICTED FROM THE SITE.
2. IN ACCORDANCE WITH THE NPDES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL PROTECTION DURING CONSTRUCTION AS WELL AS PROVIDING PROTECTION TO ADJOINING STREETS FROM MUD AND POLLUTED RUNOFF AS WELL AS KEEPING EXISTING PAVEMENT CLEAN OF MUD AND DEBRIS. PAVEMENT SWEEPING OF CITY ROADS SHALL BE PERFORMED AS NECESSARY OR AT THE DIRECTION OF THE CITY ENGINEER. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AND CLEANED OR OTHERWISE MAINTAINED ON A WEEKLY BASIS, AND WITHIN 24 HOURS AFTER ANY SIGNIFICANT RAINFALL (0.5 INCHES OR GREATER) TO INSURE THAT ANY DAMAGE THAT MAY HAVE OCCURRED IS REPAIRED. ALL EROSION CONTROL INSTALLATION SHALL BE APPROVED BY THE CITY OF ST CHARLES ENGINEERING DIVISION PERSONNEL BEFORE CONSTRUCTION IS ALLOWED TO BEGIN.
3. INLET PROTECTORS SHALL BE USED IN ALL STORM GRATES DURING CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE RESTORATION IS SUFFICIENTLY ESTABLISHED. THE INLET PROTECTORS SHALL BE MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL KEEP A MAINTENANCE LOG. THE CITY ENGINEER CAN DETERMINE IF ADDITIONAL PRACTICES ARE NEEDED FOR BETTER SOIL EROSION AND SEDIMENT CONTROL.
4. SILT FENCING SHALL REMAIN IN PLACE THROUGH THE CONSTRUCTION OF BUILDINGS TO SERVE AS EROSION CONTROL FOR THAT CONSTRUCTION.

5. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, WORK ENTRANCES SHALL BE CONSTRUCTED OF GRAVEL AND SHALL EXTEND AT LEAST 50 FEET INTO THE JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY DISPOSE OF ANY EXCESS EXCAVATED MATERIAL.
7. DISPOSAL OF DEBRIS EXCAVATION AND PAVEMENT REMOVAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND CONSIDERED AS AN INCIDENTAL EXPENSE.
8. ANY TOPSOIL THAT WILL BE STOCKPILED ON SITE SHALL BE MANAGED IN ACCORDANCE WITH THE CURRENT NPDES REGULATIONS. IF THE STOCKPILE WILL REMAIN ON SITE FOR AN EXTENDED PERIOD, IT SHALL BE STABILIZED WITH GRASS AND/OR OTHER VEGETATION AND DOUBLE ROW OF SILT FENCING SHALL BE PLACED AROUND THE STOCKPILE.
9. ALL ACCESS TO AND FROM THE CONSTRUCTION SITE IS TO BE RESTRICTED TO THE CONSTRUCTION ENTRANCE.
10. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE EFFECTIVE PERFORMANCE OF THEIR INTENDED FUNCTION.
11. THE ENGINEER SHALL BE NOTIFIED OF MAJOR AMENDMENTS OF THE SITE DEVELOPMENT OR EROSION AND SEDIMENTATION CONTROL PLANS, WHICH WILL BE APPROVED IN THE SAME MANNER AS THE ORIGINAL PLANS.
12. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY SHOVELING OR STREET CLEANING (NOT FLUSHING) BEFORE THE END OF EACH WORKDAY AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL.
13. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER THE FINAL SITE STABILIZATION IS ACHIEVED WITH PERMANENT SOIL STABILIZATION MEASURES
14. DISTURBED AREAS SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN 7 CALENDAR DAYS FOLLOWING THE END OF ACTIVE DISTURBANCE OR REDISTURBANCE"
15. IF DEWATERING DEVICES ARE USED, DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION. ALL PUMPED DISCHARGES SHALL BE ROUTED THROUGH APPROPRIATELY DESIGNED SEDIMENT TRAPS OR BASINS.

**SITE GRADING:**

1. EXCAVATION OF TOPSOIL AND OTHER STRUCTURALLY UNSUITABLE MATERIALS MAY REQUIRE EARTH EXCAVATION AND COMPACTED EARTH FILL MATERIAL IN ORDER TO ACHIEVE THE PLAN SUBGRADE ELEVATIONS.
2. PLACEMENT OF THE EXCAVATED MATERIAL SHALL BE IN AREAS DESIGNATED BY THE OWNER FOR FUTURE USE, WITHIN AREAS TO BE LANDSCAPED, AND THOSE AREAS NOT REQUIRING STRUCTURAL FILL MATERIAL.
3. COMPACTION OF THE EXCAVATED MATERIAL PLACED IN AREAS NOT REQUIRING STRUCTURAL FILL SHALL BE MODERATE.
4. EXCESS MATERIALS, IF NOT UTILIZED AS FILL OR STOCKPILED FOR FUTURE LANDSCAPING, SHALL BE COMPLETELY REMOVED FROM THE CONSTRUCTION SITE AND DISPOSED OF BY THE CONTRACTOR.
5. EXCAVATION OF EARTH AND OTHER MATERIALS WHICH ARE SUITABLE FOR USE AS STRUCTURAL FILL: THE EXCAVATION SHALL BE TO WITHIN A TOLERANCE OF 0.3' +/- OF THE PLAN SUBGRADE ELEVATIONS. THE TOLERANCE WITHIN PAVEMENT AREAS SHALL BE SUCH THAT THE EARTH MATERIAL SHALL BALANCE AS PART OF THE FINE GRADING OPERATION.
6. PLACEMENT AND COMPACTION OF MATERIALS SHALL CONFORM TO I.D.O.T SPECIFICATIONS.
7. THE CONTRACTOR SHALL MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING THE COURSE OF CONSTRUCTION AND PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
8. PAYMENT FOR THE REMOVAL OF UNSUITABLE MATERIAL (EXCLUDING TOPSOIL EXCAVATION) SHALL BE BASED ON THE QUANTITIES AS FIELD MEASURED BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE AS PART OF HIS BID A UNIT PRICE PER CUBIC YARD FOR THE REMOVAL OF UNSUITABLE MATERIALS. SAID UNIT PRICE SHALL INCLUDE THE COMPLETE REMOVAL OF THE MATERIAL, REPLACEMENT WITH SUITABLE MATERIAL OBTAINED BY THE CONTRACTOR FROM A BORROW SOURCE, AND COMPACTION TO THE REQUIRED SPECIFICATIONS OF THE ENGINEER.
9. ALL DISTURBED AREAS SHALL BE RESTORED W/6" TOPSOIL AND SEED AND BLANKET UNLESS OTHERWISE INDICATED.

10. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO MAINTAIN ALL THE SEDIMENTATION CONTROL MEASURES. INSPECTIONS SHALL BE CONDUCTED AFTER A RAIN EVENT, AND IF MAINTENANCE OF THE STRUCTURES IS NECESSARY, INCLUDING REPAIR OF DAMAGE AND REMOVAL OF DEPOSITS OR SEDIMENT FROM VEGETATIVE FILTERS, IT SHALL BE DONE BY THE DEVELOPER.

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/23/21	KK	PRELIM ENGINEERING			

DRAWN BY: KF  
 CHECKED BY: NV  
 APPROVED BY: JPG



35701 WEST AVENUE, SUITE 150  
 WARRENVILLE, ILLINOIS 60555  
 PHONE (630) 393-3060  
 FAX (630) 393-2152

10 S. RIVERSIDE PLAZA , SUITE 875  
 CHICAGO, ILLINOIS 60606  
 PHONE (312) 474-7841  
 FAX (312) 474-6099

2416 GALEN DRIVE  
 CHAMPAIGN, ILLINOIS 61821  
 PHONE (217) 351-6268  
 FAX (217) 355-1902

**MUELLNER CONSTRUCTION INC.**

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186	
TITLE:	<b>GENERAL NOTES</b> <b>8521 BAILEY ROAD</b> <b>DARIEN, ILLINOIS</b>
SCALE:	1"=20'
DATE:	06/23/2021
JOB NO:	W21113.00
SHEET:	2 OF 6



LOT 1 IN ST. THERESE CHAPEL, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 2017 AS DOCUMENT R2017-064881, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-33-401-014

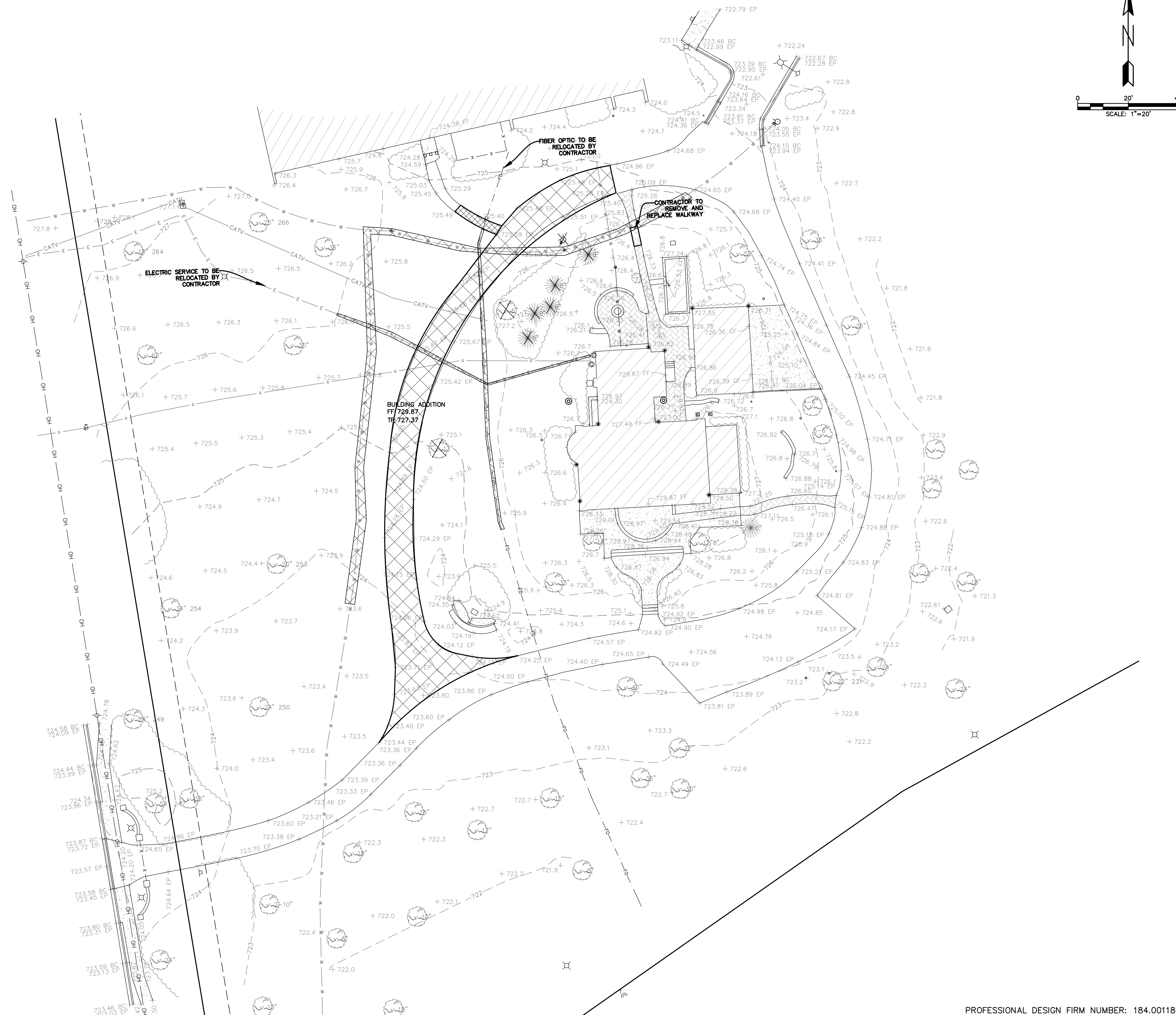
COMMONLY KNOWN AS: 8521 BAILEY ROAD, DARIEN, ILLINOIS

**LEGEND**

- W — = EX. WATER LINE
- CATV- = EX. UNDERGROUND CABLE (APPROXIMATE LOCATION)
- E-E- = EX. UNDERGROUND ELECTRIC (APPROXIMATE LOCATION)
- G-G- = EX. UNDERGROUND GAS (APPROXIMATE LOCATION)
- X-X- = EX. FENCE
- OH = EX. OVERHEAD WIRE (APPROXIMATE LOCATION)
- ==== = EX. CONCRETE CURB & GUTTER
- — — = EX. DEPRESSED CURB
- 780 = EX. CONTOURS
- 7XX.X = EX. SPOT ELEVATION
- (Sun symbol) = EX. CONIFEROUS TREE W/TRUNK SIZE IN INCHES
- (Deciduous tree symbol) = EX. DECIDUOUS TREE W/TRUNK SIZE IN INCHES
- (Bush symbol) = EX. BUSH
- (Wavy line symbol) = EX. EDGE OF BUSHES AND/OR SHRUBS/SMALL TREES

**ABBREVIATIONS**

- |           |                         |
|-----------|-------------------------|
| ACU       | AIR CONDITIONER UNIT    |
| BC        | BACK OF CURB            |
| BM        | BENCHMARK               |
| CONC      | CONCRETE                |
| DS        | DOWNSPOUT               |
| E         | EAST                    |
| ELEC      | ELECTRIC                |
| EM        | ELECTRIC METER          |
| EP        | EDGE OF PAVEMENT        |
| FF        | FINISHED FLOOR          |
| FH        | FIRE HYDRANT            |
| GF        | GARAGE FLOOR            |
| GM        | GAS METER               |
| GV        | GAS VALVE               |
| N         | NORTH                   |
| PEDC      | CABLE PEDESTAL          |
| PEDT      | TELEPHONE PEDESTAL      |
| PP        | POWER POLE              |
| PVC       | POLYVINYL CHLORIDE PIPE |
| S         | SOUTH                   |
| TF        | TOP OF FOUNDATION       |
| TRANS     | TRANSFORMER             |
| T/        | TOP OF                  |
| TW        | TOP OF WALL             |
| VB        | VALVE BOX               |
| W         | WEST                    |
| XXX.XX'   | MEASURED DIMENSION      |
| (XXX.XX') | RECORD DIMENSION        |



**SITE BENCHMARK #1:**  
SOUTHWEST BOLT ON FIRE HYDRANT LOCATED APPROXIMATELY 46 FEET FROM THE NORTHWEST CORNER OF BUILDING AT #8521 BAILEY ROAD ON THE SOUTH SIDE OF ASPHALT DRIVE.  
ELEV: 728.18 (NAVD 88)

**SITE BENCHMARK #2:**  
TAG BOLT ON FIRE HYDRANT LOCATED APPROXIMATELY 101 FEET FROM THE NORTHEAST CORNER OF BUILDING AT #8521 BAILEY ROAD ON EAST SIDE OF ASPHALT DRIVE.  
ELEV: 725.42 (NAVD 88)

It's smart It's free It's the law

**Call before you dig**  
800.892.0123

**JULIE**  
ILLINOIS ONE-CALL SYSTEM

PREPARED FOR: MUELLNER CONSTRUCTION

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

REVISIONS:		DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/23/21	KK			PRELIM ENGINEERING			

DRAWN BY: KF  
CHECKED BY: NV  
APPROVED BY: JPG



35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60555  
PHONE (630) 393-3060  
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875  
CHICAGO, ILLINOIS 60606  
PHONE (312) 474-7841  
FAX (312) 474-6099

2416 GALEN DRIVE  
CHAMPAIGN, ILLINOIS 61821  
PHONE (217) 351-6268  
FAX (217) 355-1902

MUELLNER CONSTRUCTION INC.

**TITLE:**  
EXISTING CONDITIONS AND DEMOLITION PLAN  
8521 BAILEY ROAD  
DARIEN, ILLINOIS

SCALE: 1"=20'  
DATE: 06/23/2021  
JOB NO: W21113.00  
SHEET 3 OF 6

Construction Inc W21113.00 Society of Mt Carmel, 8521 Bailey Rd, Darien CADW W21113 Grading.dwg Updated by: knoeppel 6/25/2021



LOT 1 IN ST. THERESE CHAPEL, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 2017 AS DOCUMENT R2017-064881, IN DUPAGE COUNTY, ILLINOIS.

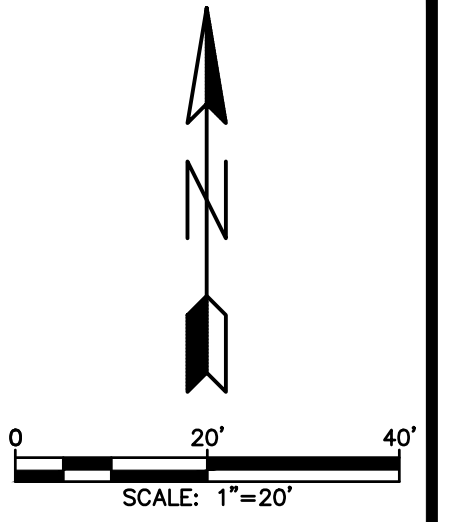
P.I.N.: 09-33-401-014

COMMONLY KNOWN AS: 8521 BAILEY ROAD, DARIEN, ILLINOIS

**NOTES:**

WATERMAIN TO BE SHUT DOWN DURING REPLACEMENT. COORDINATE WITH OWNER.

FIBER OPTIC, ELECTRICAL AND CATV TO BE RELOCATED. TO BE COORDINATED WITH UTILITY AND CONTRACTOR.



**SITE BENCHMARK #1:**  
SOUTHWEST BOLT ON FIRE HYDRANT LOCATED APPROXIMATELY 46 FEET FROM THE NORTHWEST CORNER OF BUILDING AT #8521 BAILEY ROAD ON THE SOUTH SIDE OF ASPHALT DRIVE.  
ELEV: 728.18 (NAVD 88)

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TAG BOLT ON FIRE HYDRANT LOCATED APPROXIMATELY 101 FEET FROM THE NORTHEAST CORNER OF BUILDING AT #8521 BAILEY ROAD ON EAST SIDE OF ASPHALT DRIVE.  
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PREPARED FOR: MUELLNER CONSTRUCTION

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/23/21	KK	PRELIM ENGINEERING			

DRAWN BY: KF  
CHECKED BY: NV  
APPROVED BY: JPG



**ENGINEERING RESOURCE ASSOCIATES**  
35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60555  
PHONE (630) 393-3060  
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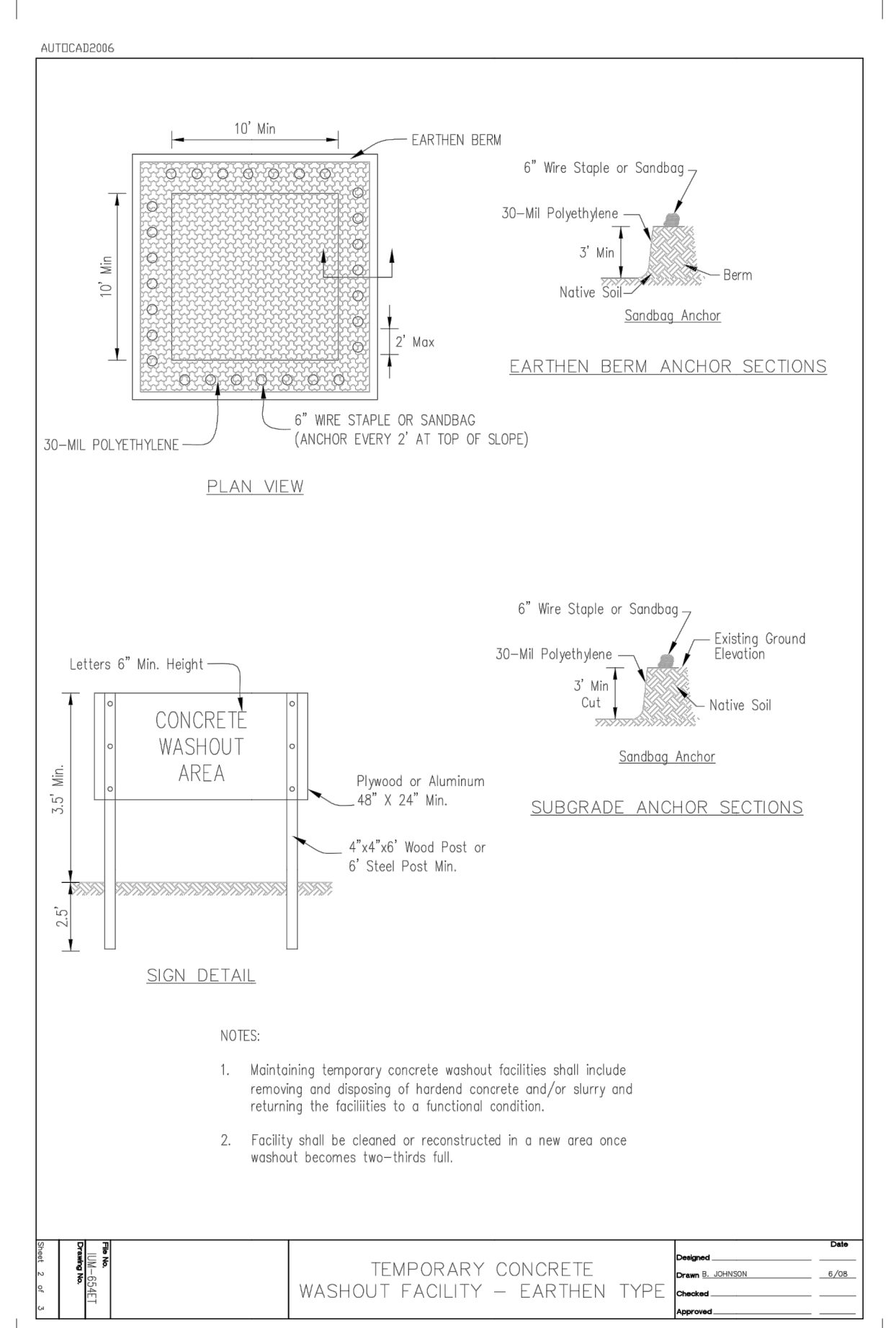
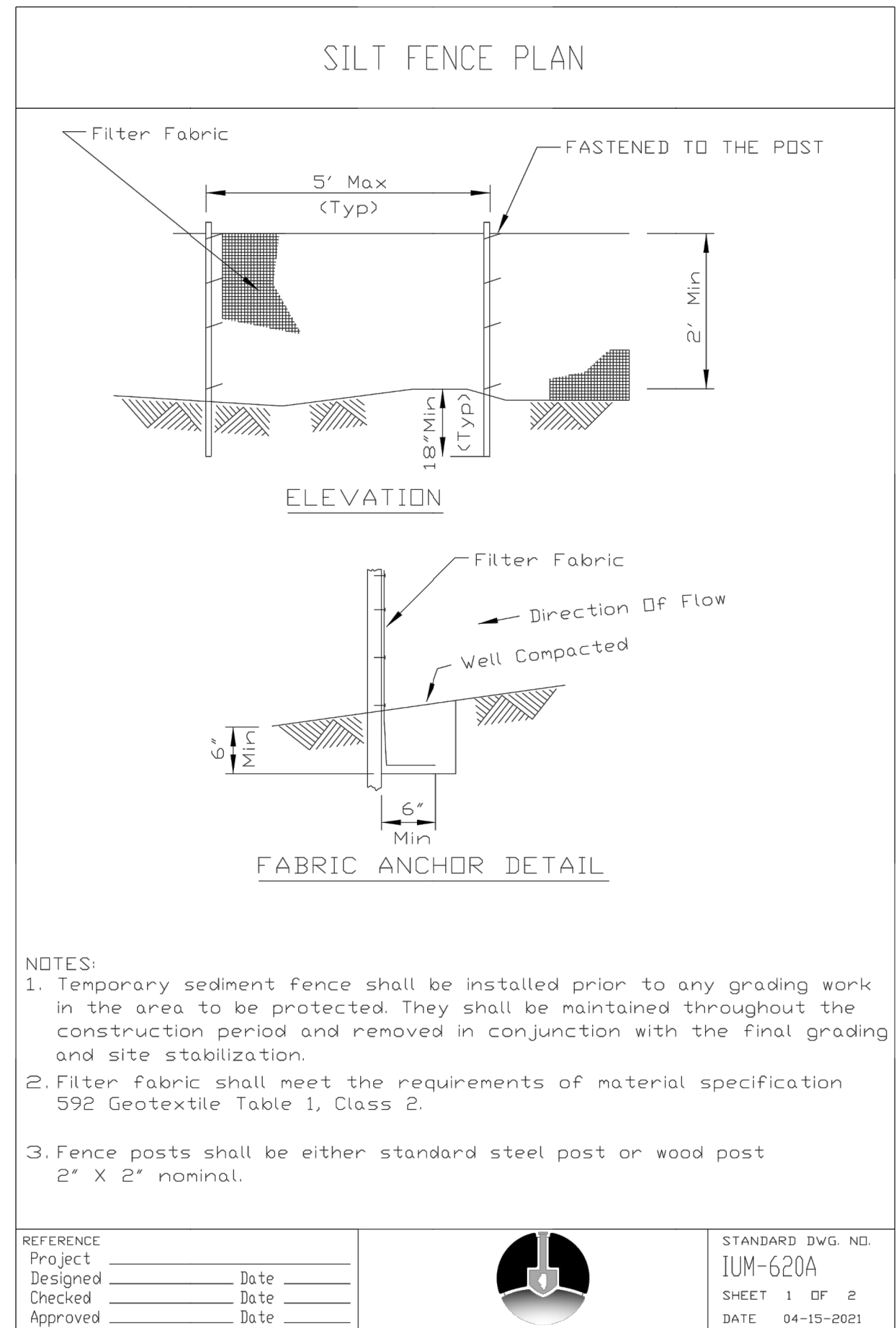
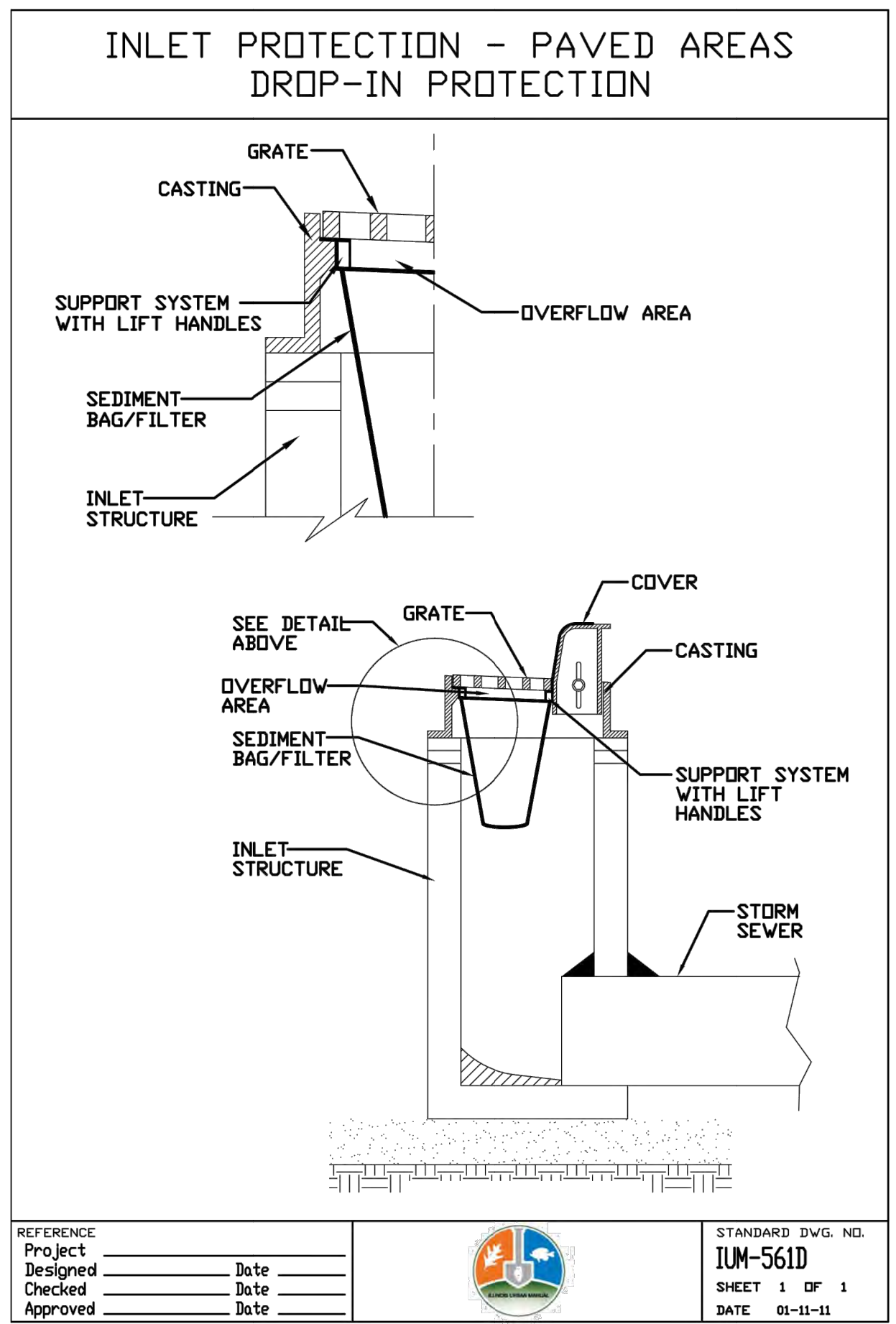
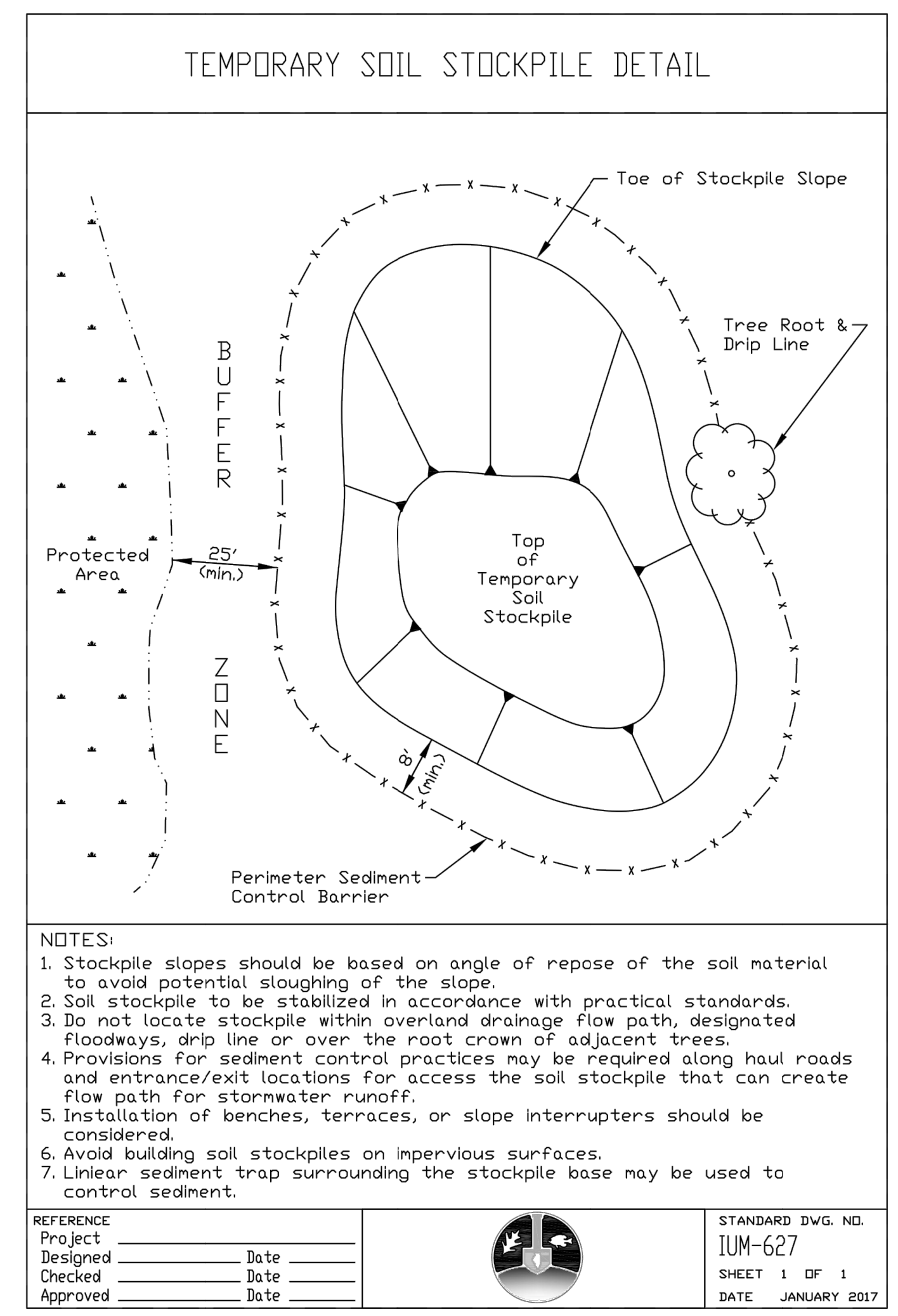
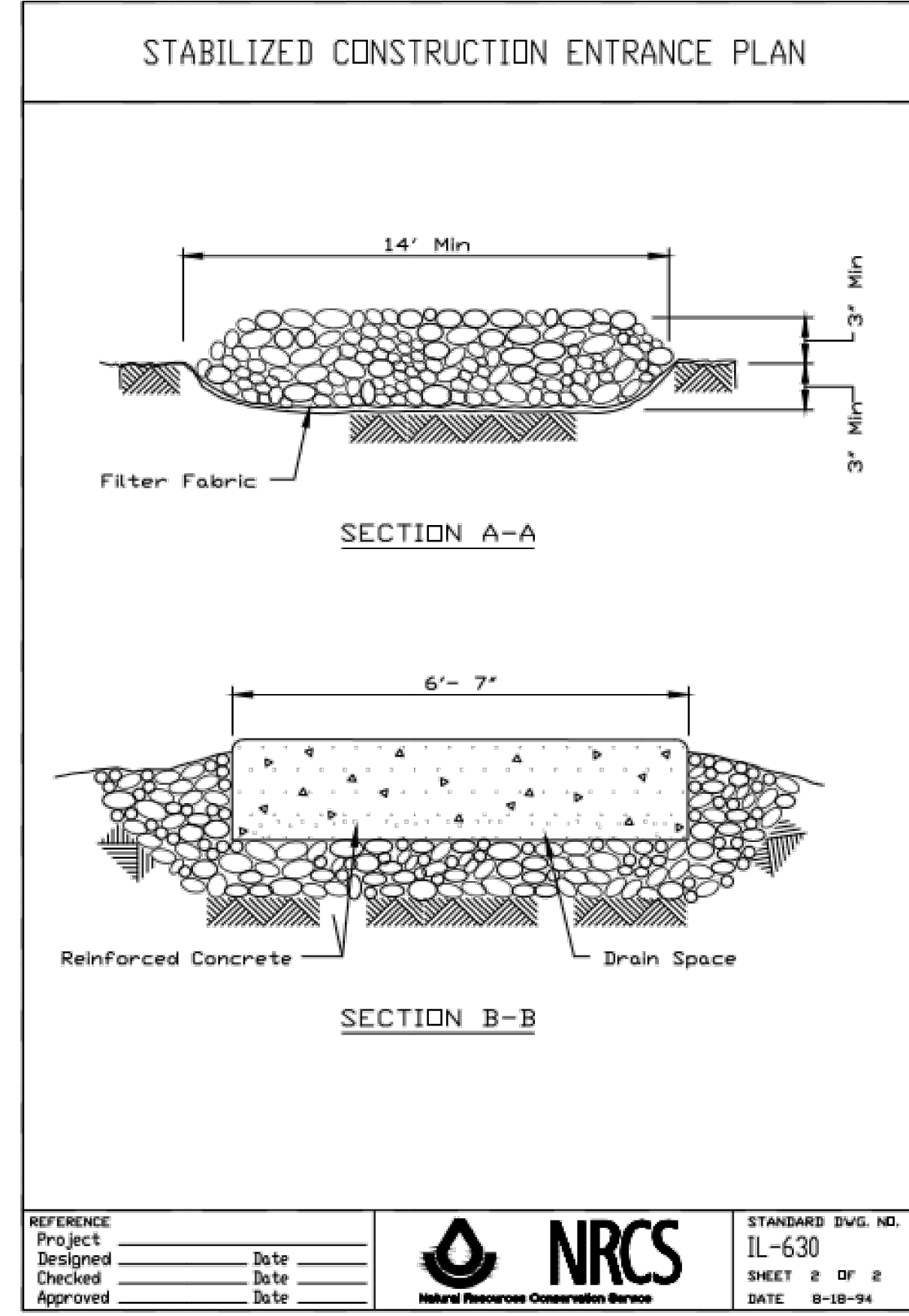
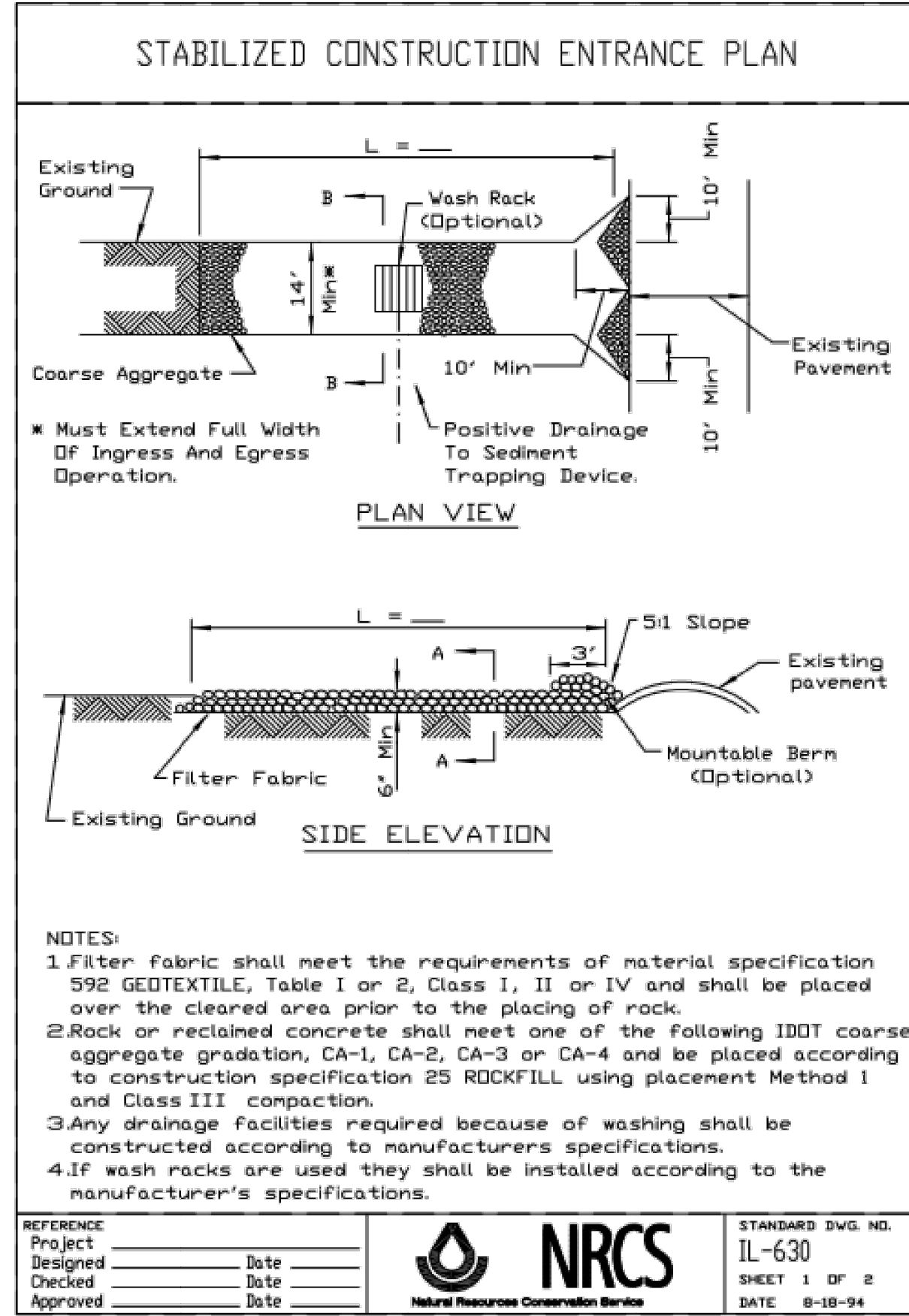
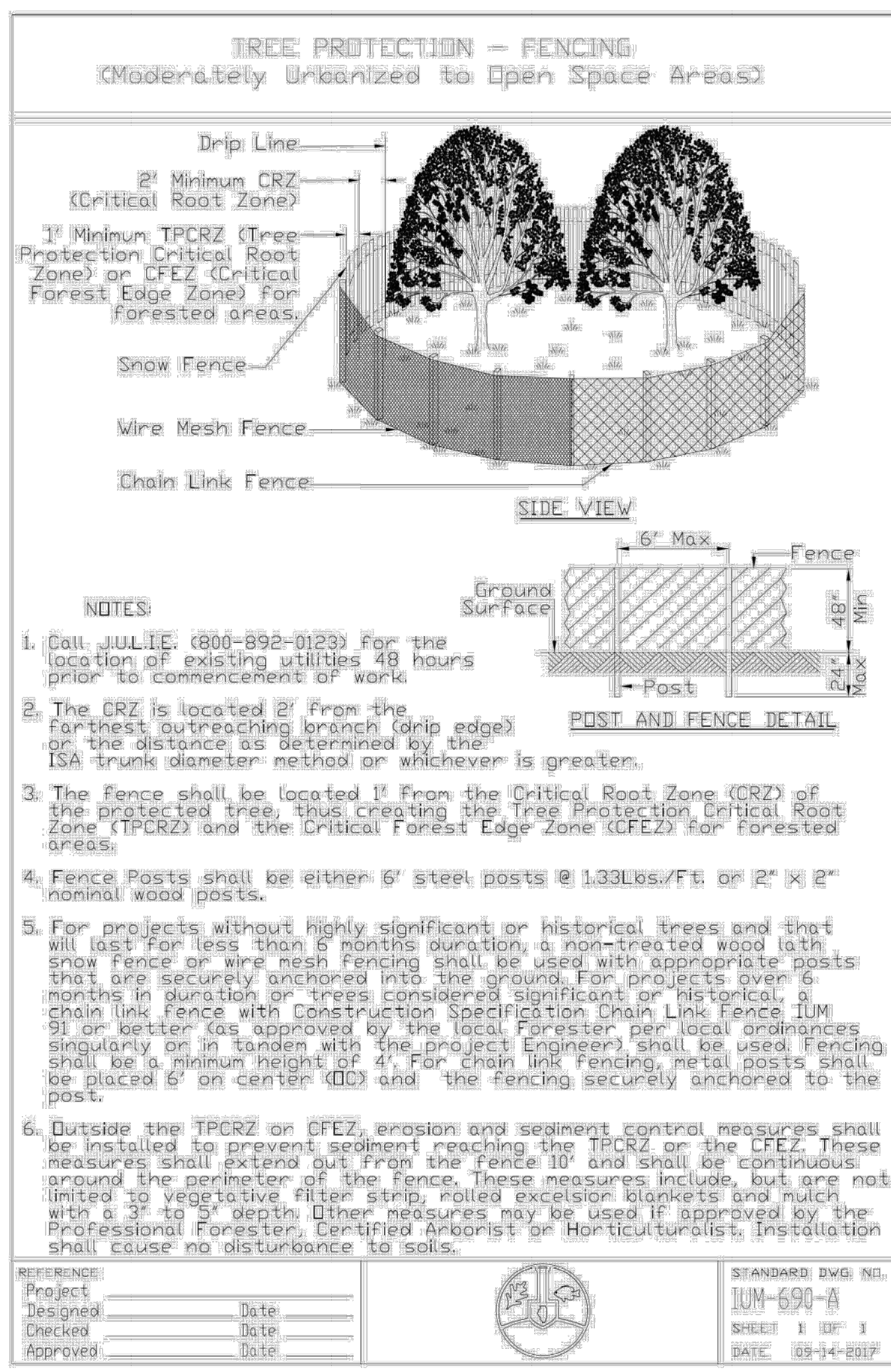
**MUELLNER CONSTRUCTION INC.**

TITLE: **FINAL SITE ENGINEERING PLAN  
8521 BAILEY ROAD  
DARIEN, ILLINOIS**

SCALE: 1"=20'  
DATE: 06/23/2021  
JOB NO: W21113.00  
SHEET 4 OF 6

Construction file: W21113.00 Society of MT Corneil, 8521 Bailey Rd., Darien, IL 60410  
 Updated by: knoeppel 6/25/2021





DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/23/21	KK	PRELIM ENGINEERING			

DRAWN BY: KF  
CHECKED BY: NV  
APPROVED BY: JPC



35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60655  
PHONE (630) 393-3060  
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875  
CHICAGO, ILLINOIS 60606  
PHONE (312) 474-7841  
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2416 GALEN DRIVE  
CHAMPAIGN, ILLINOIS 61821  
PHONE (217) 351-6268  
FAX (217) 355-1902

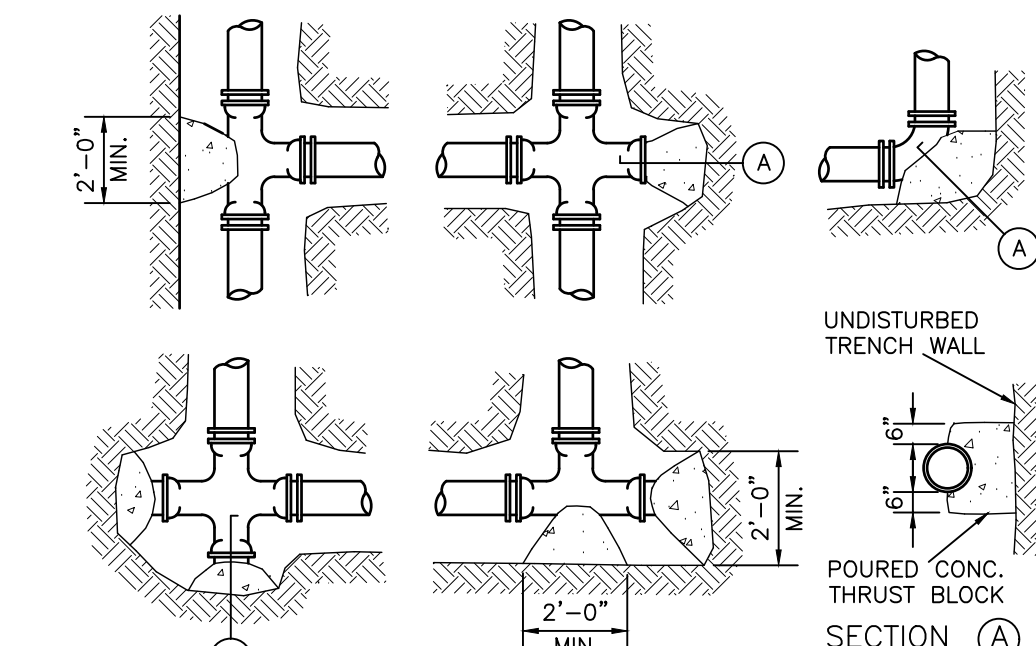
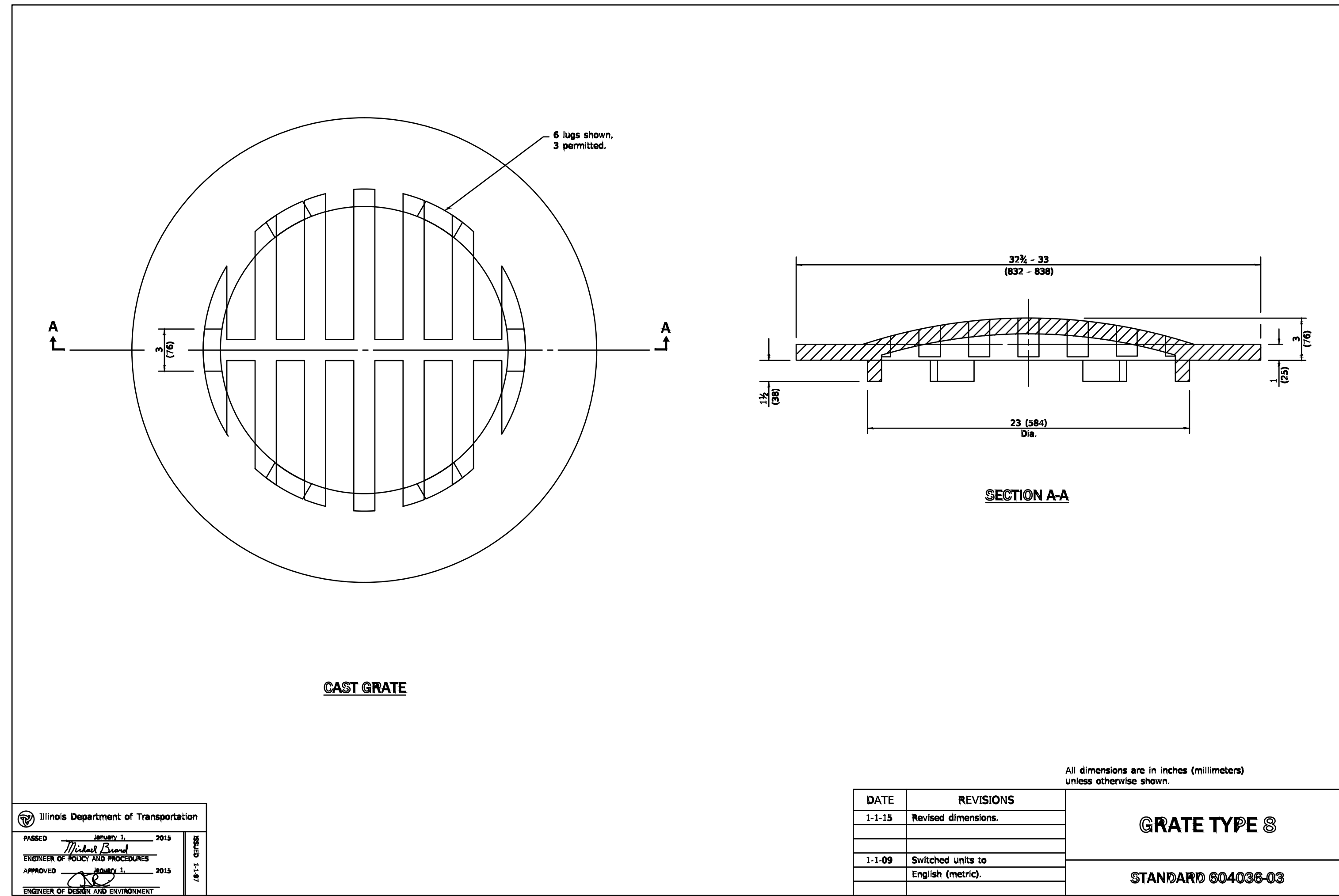
MUELLNER CONSTRUCTION INC.

TITLE: **EROSION CONTROL DETAILS**  
8521 BAILEY ROAD  
DARIEN, ILLINOIS

SCALE: 1"=20'  
DATE: 06/23/2021  
JOB NO: W2113.00  
SHEET 5 OF 6

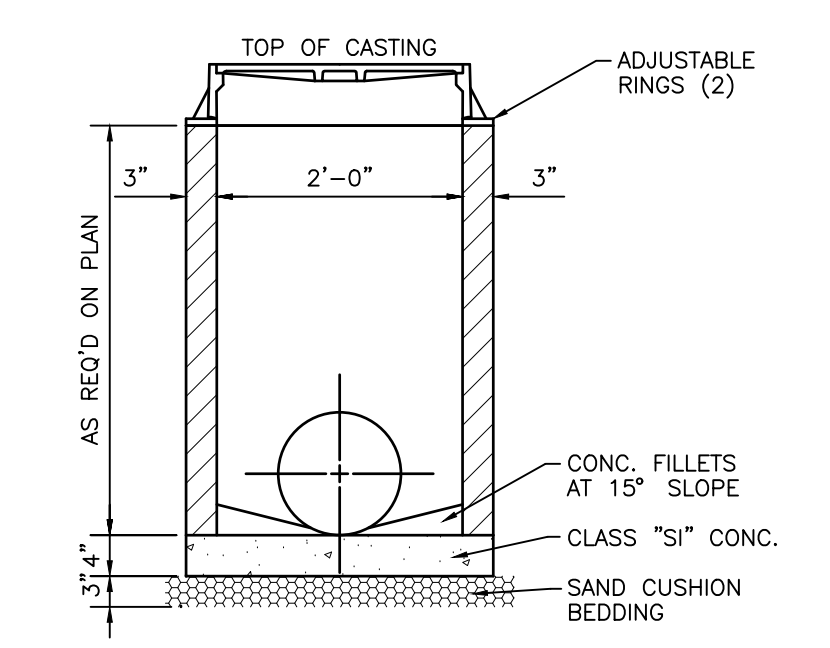
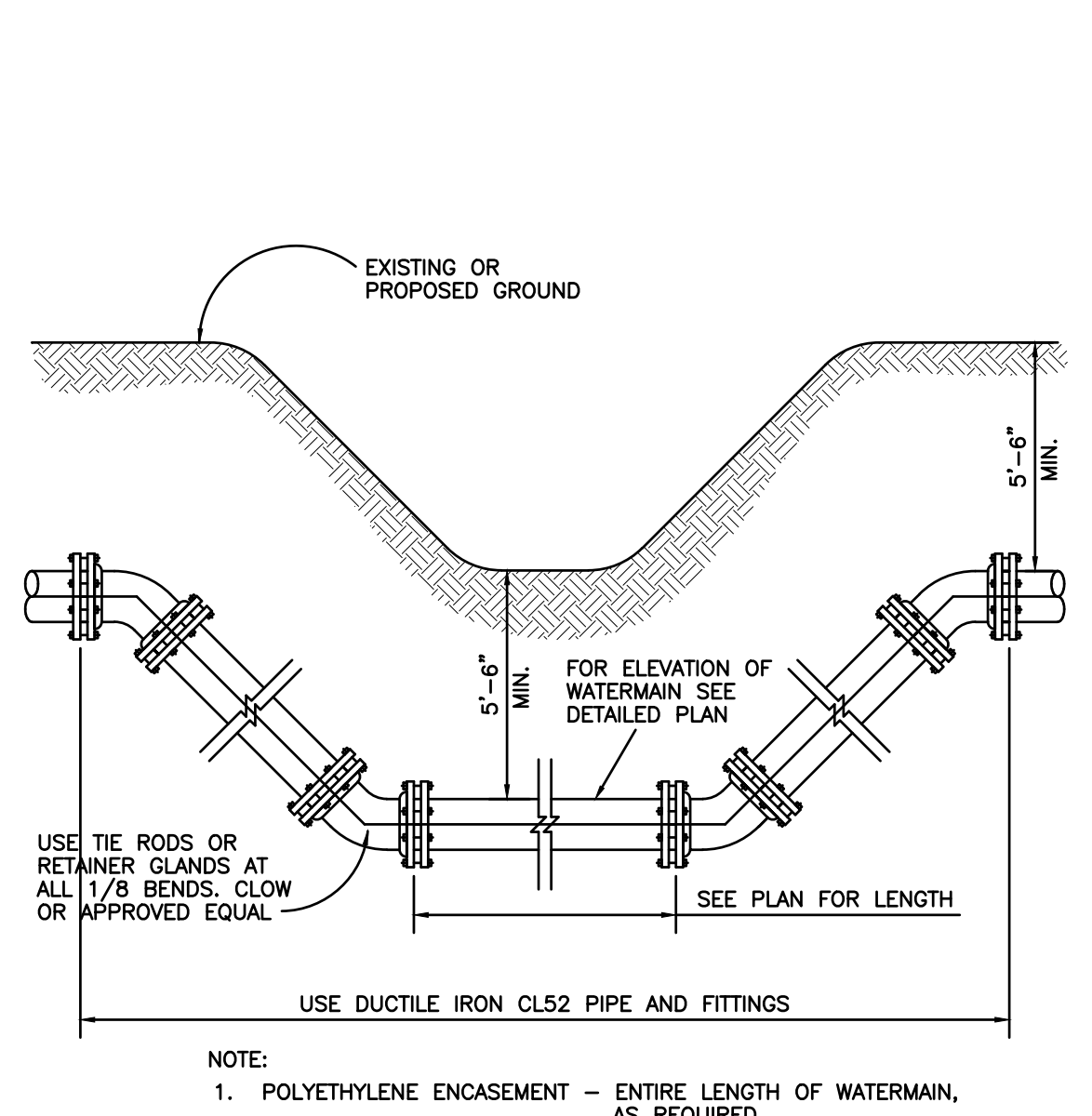
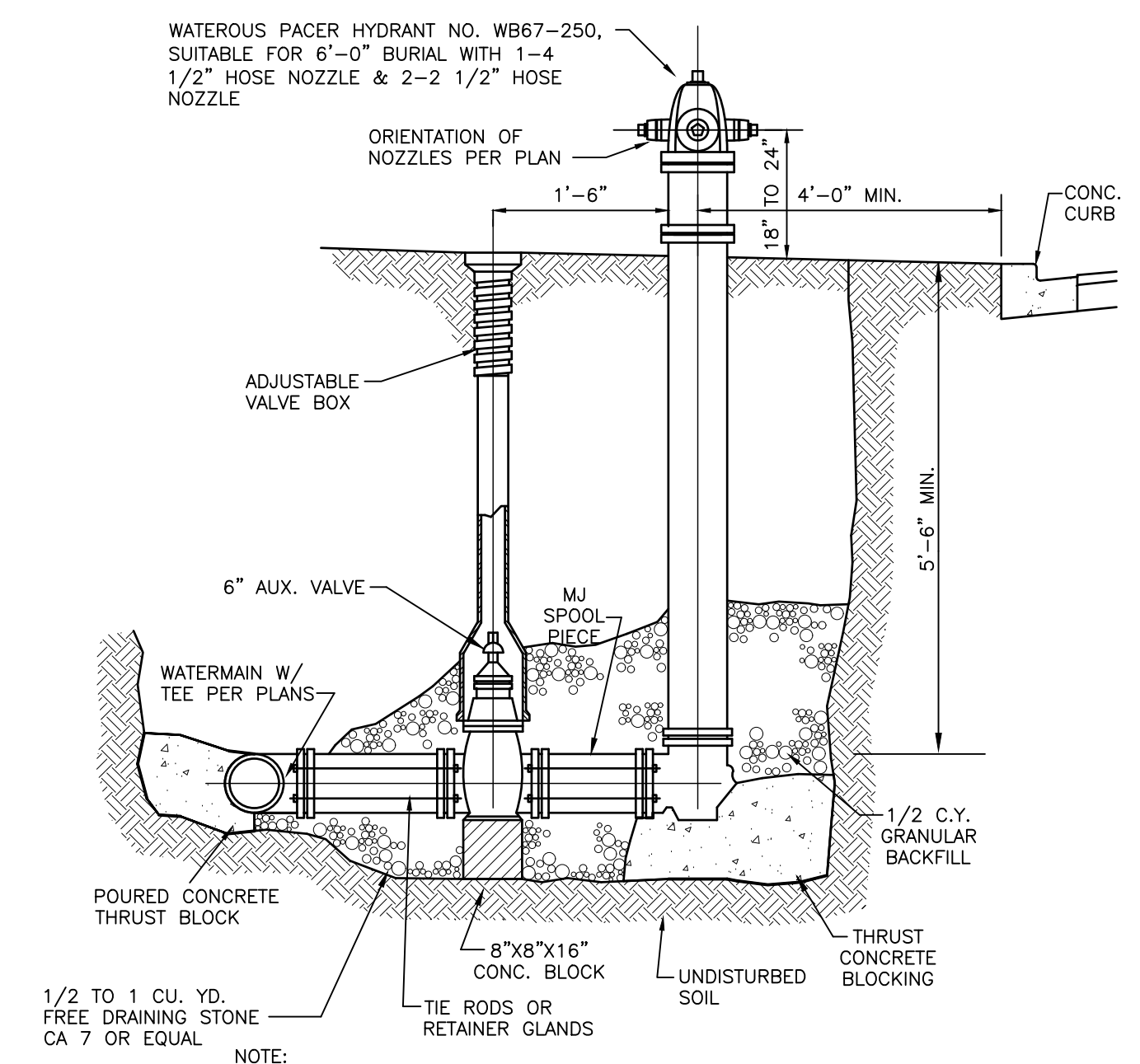
Construction Inc W2113.00 Society of MT Corneil, 8521 Bailey Rd., Darien, IL 60426 W2113.00 Grading.dwg Updated by: knoeppel 6/25/2021



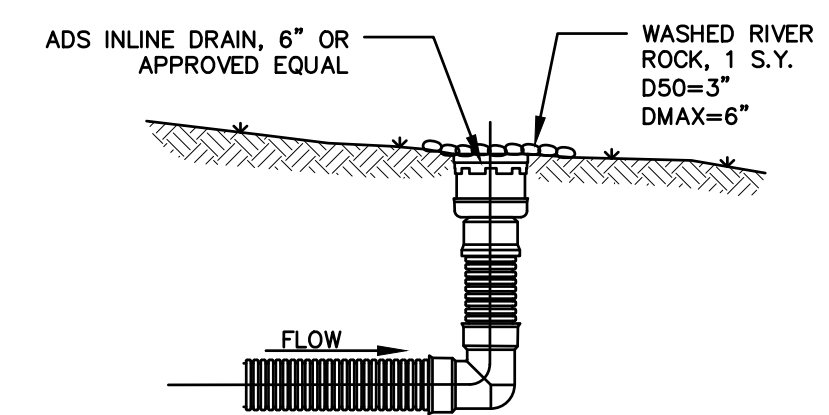
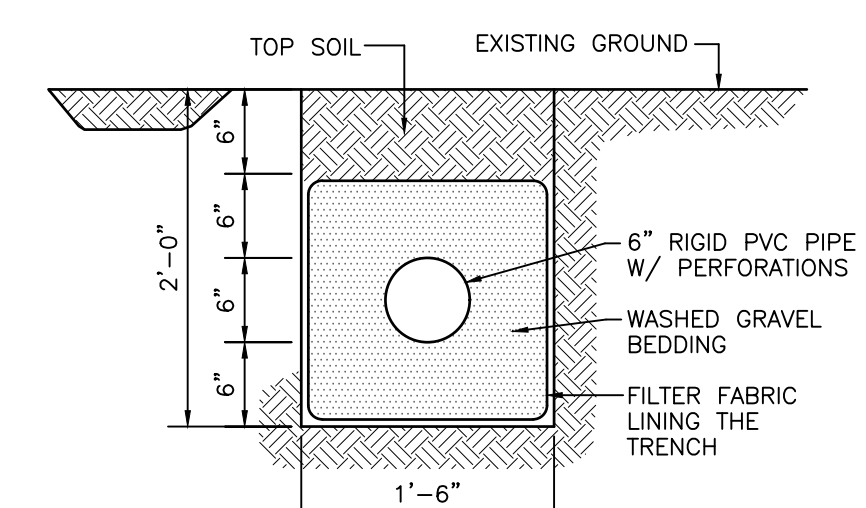


SIZE (Dia. in inches)	DEAD END OR TEE (Sq. Ft.)	1/4 BEND 90° BEND (Sq. Ft.)	1/8 BEND 45° BEND (Sq. Ft.)	1/16 BEND 22.5° BEND (Sq. Ft.)	1/32 BEND 11.25° BEND (Sq. Ft.)
6	3.9	5.5	3.0	1.5	1.5
8	6.7	9.4	5.1	2.6	2.6
10	10.9	15.4	8.4	4.3	4.3
12	15.5	21.8	11.9	6.1	6.1
14	21.0	29.6	16.1	8.2	8.2
16	28.5	37.9	20.6	12.5	12.5
18	38.6	54.4	29.7	14.9	14.9
20	47.8	67.4	36.7	18.6	18.6
24	69.0	97.2	52.9	26.8	26.8

- NOTES:**
- THE ABOVE TABLE IS BASED ON 2,000 PSF SOIL BEARING AGAINST THE UNDISTURBED TRENCH WALL AND ARE TO REPRESENT THE MINIMUM VERTICAL AREA OF THE THRUST BLOCK PERPENDICULAR TO THE FITTING INCLUDING THE ANGLE OF THE FITTING.
  - THRUST BLOCKING TO PREVENT MOVEMENT OF LINES UNDER PRESSURE AT BENDS, TEES, CAPS, VALVES, HYDRANTS AND AT POINTS SPECIFIED SHALL BE CLASS "SI" CONCRETE, A MIN. OF 12" THICK, PLACED BETWEEN SOLID GROUND AND FITTING, AND SHALL BE ANCHORED IN SUCH A MANNER THAT PIPE AND FITTING WILL BE ACCESSIBLE FOR REPAIRS. THRUST BLOCK SHALL BE PLACED AT BENDS OF 1 1/4 OR MORE. RETAINER GLANDS MAY BE USED IN PLACE OF THRUST BLOCKS. THE COST OF THRUST BLOCKS OR RETAINER GLANDS SHALL BE INCLUDED IN THE COST OF THE FITTING.
  - PROVIDE POLYETHYLENE ENCASEMENT THROUGHOUT THE ENTIRE LENGTH OF THE WATERMAIN, AS REQUIRED.



- NOTES:**
- MINIMUM WALL THICKNESS SHALL BE 3" AND MINIMUM CIRCULAR REINFORCEMENT SHALL BE 0.18 SQUARE INCH PER FOOT.
  - THE BOTTOM MAY BE EITHER PRECAST WITH INVERTS AS INTEGRAL PART OR CAST IN PLACE WITH CLASS "SI" CONCRETE.
  - ALL JOINTS BETWEEN PRE-CAST ELEMENTS, ADJUSTING RINGS AND FRAMES ON ALL UNDERGROUND STRUCTURES, SHALL BE SET IN PLACE WITH ONE OF THE FOLLOWING BUTYL RUBBER JOINT SEALANTS: CONCRETE PRODUCTS SUPPLY CO. - EZ STIK S18, HAMILTON - KENT GASKET CO. - KENT SEAL, OR EQUAL, AS APPROVED BY THE VILLAGE ENGINEERS, AND ALL JOINTS TO BE TUCKPOINTED WITH HYDRAULIC CEMENT.
  - DRAINAGE STRUCTURES LOCATED IN REAR OR SIDE YARD AREAS SHALL BE INSTALLED WITH 2-6 INCH OR 3-4 INCH ADJUSTING RINGS. THIS WILL PROVIDE FOR A FUTURE MAXIMUM ADJUSTMENT OF 12 INCHES.
  - ALL JOINTS BETWEEN ADJUSTING RINGS SHALL BE SET IN PLACE WITH BUTYL RUBBER JOINT SEALANT.



DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
6/23/21	KK	PRELIM ENGINEERING			

**DRAWN BY:** KF  
**CHECKED BY:** NV  
**APPROVED BY:** JPG

**ENGINEERING RESOURCE ASSOCIATES**

35701 WEST AVENUE, SUITE 150  
 WARRENVILLE, ILLINOIS 60555  
 PHONE (630) 393-3060  
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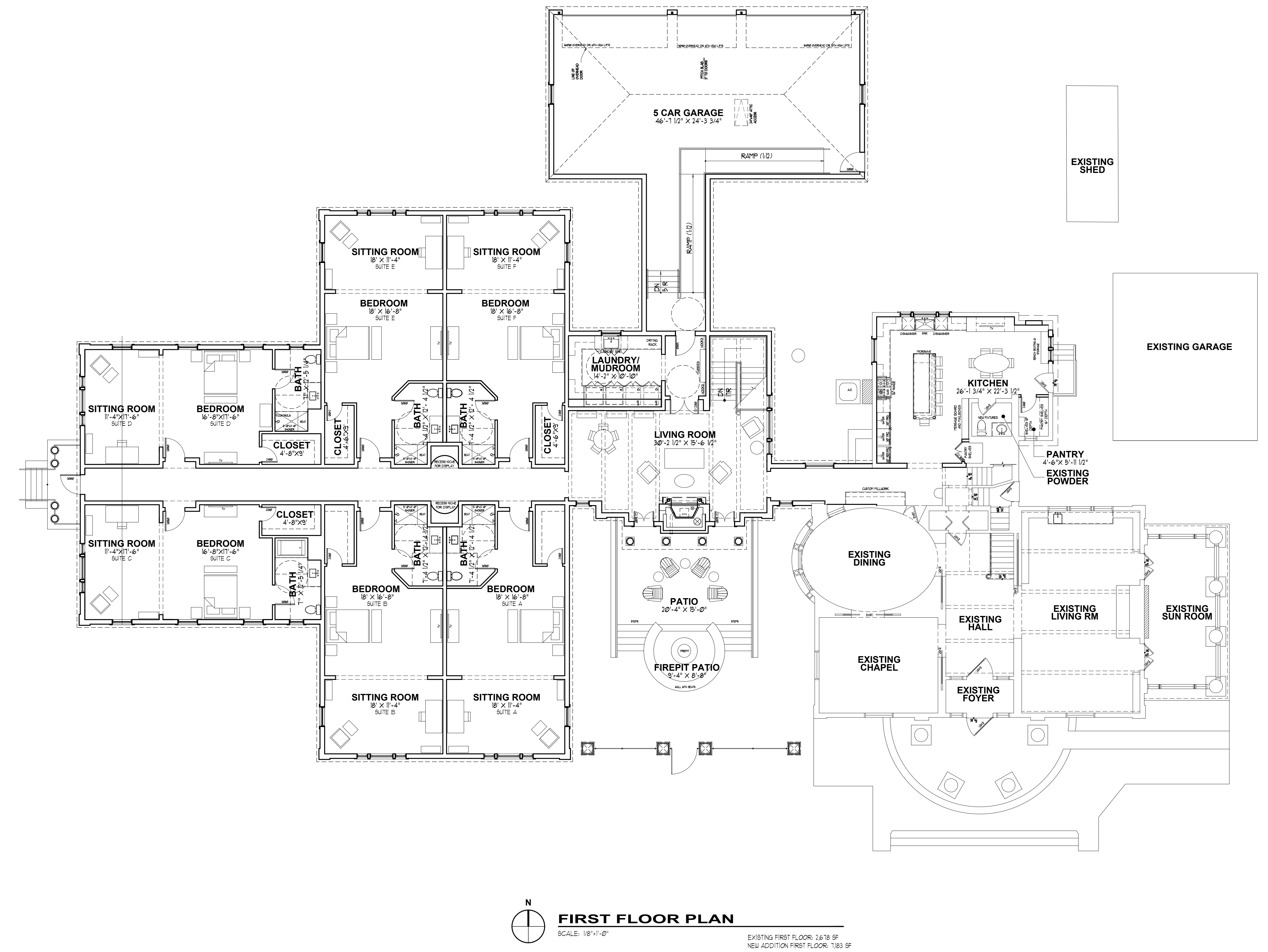
2416 GALEN DRIVE  
 CHAMPAIGN, ILLINOIS 61821  
 PHONE (217) 351-6268  
 FAX (217) 355-1902

**MEULLNER CONSTRUCTION INC.**

**CONSTRUCTION DETAILS**  
 8521 BAILEY ROAD  
 DARIEN, ILLINOIS

SCALE: 1"=20'  
 DATE: 06/23/2021  
 JOB NO: W21113.00  
 SHEET 6 OF 6

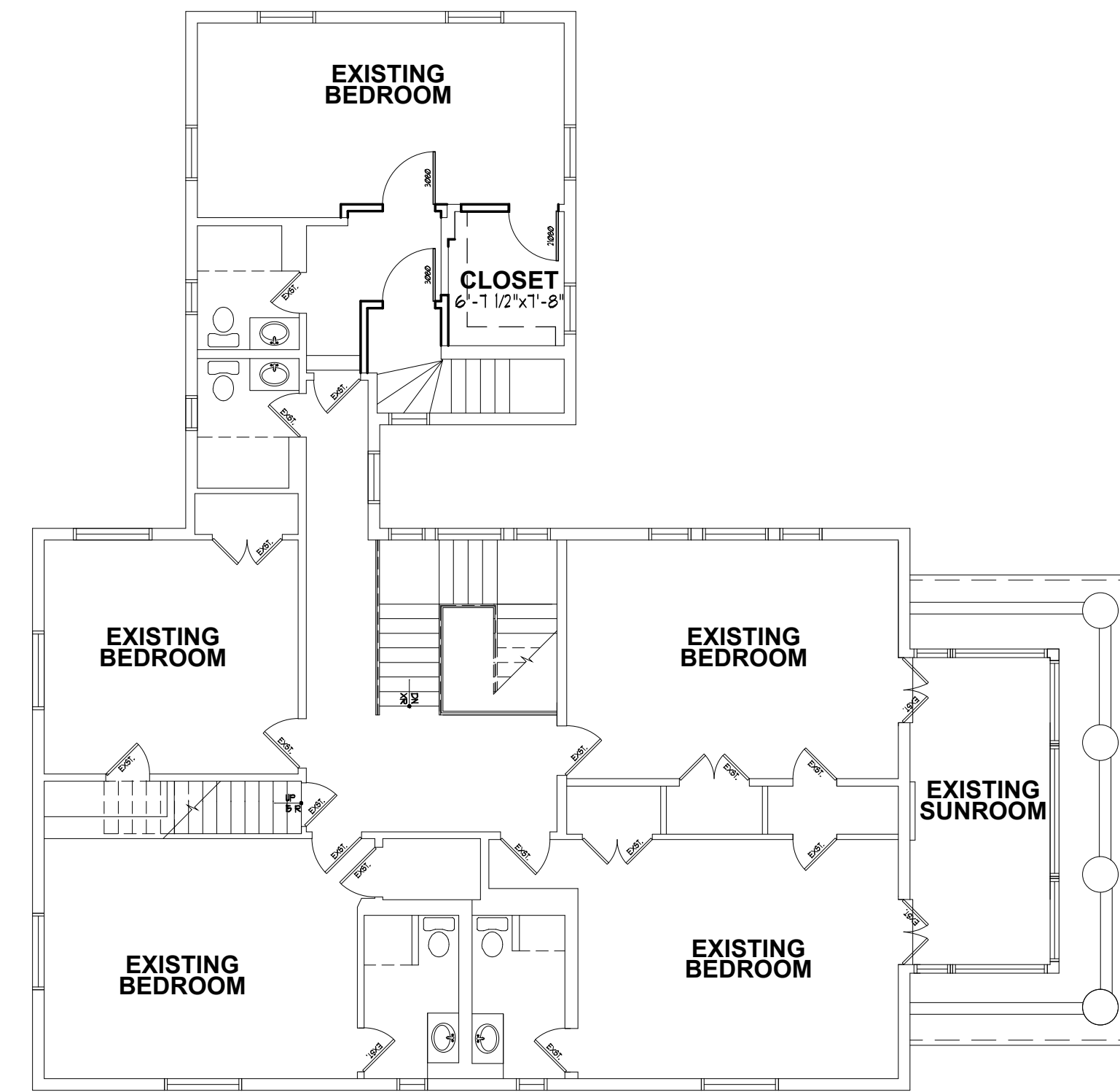
PROFESSIONAL DESIGN FIRM NUMBER: 184.001186



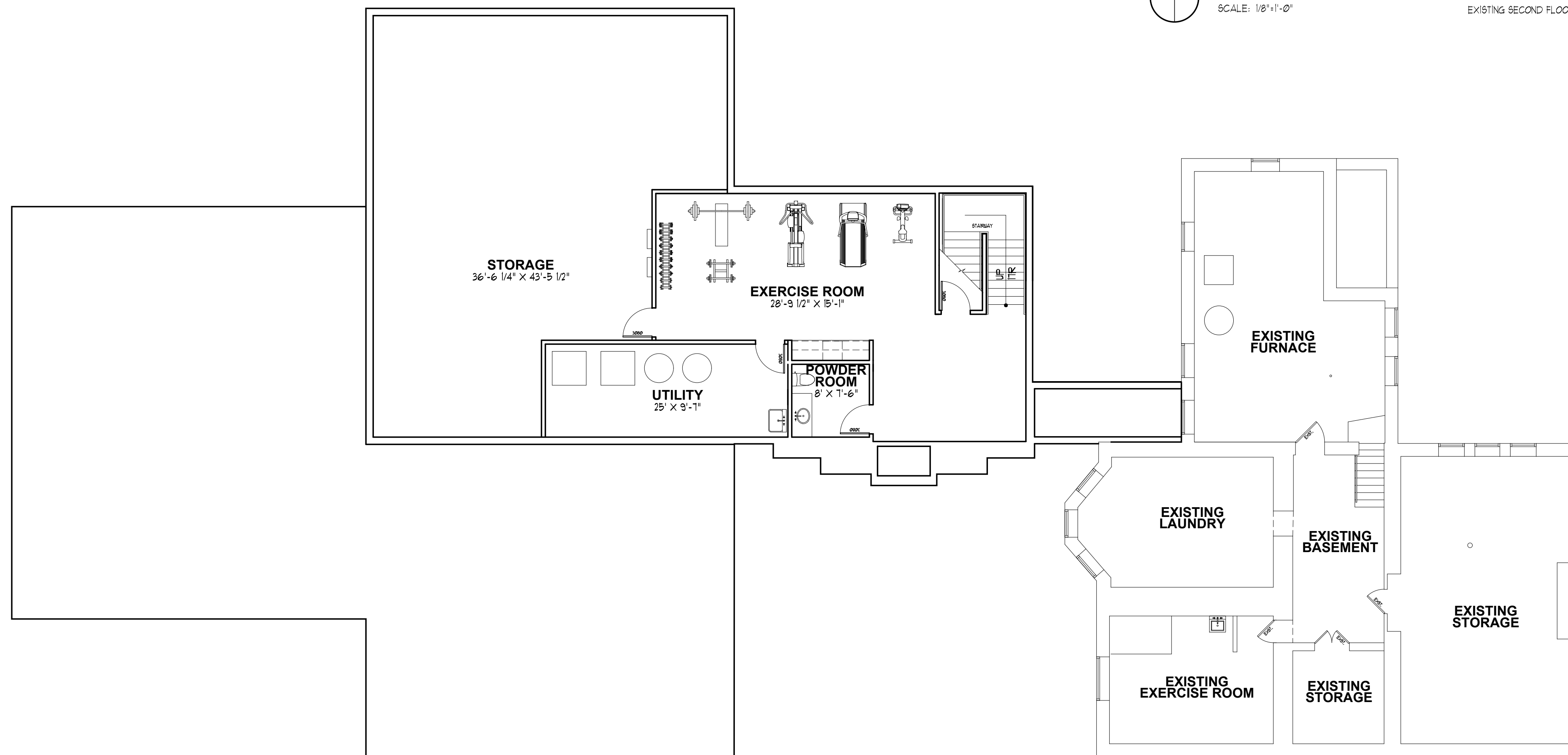
Society of Mount Carmel - Rectory  
 8511 Bailey Road - Darien, IL  
 June 29 2021 | project 2021-043

  
 charles vincent george  
 ARCHITECTS  
 1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563  
 P: 630.357.2023 • F: 630.357.2662





N  
**SECOND FLOOR PLAN**  
 SCALE: 1/8"=1'-0" EXISTING SECOND FLOOR: 1,415 SF

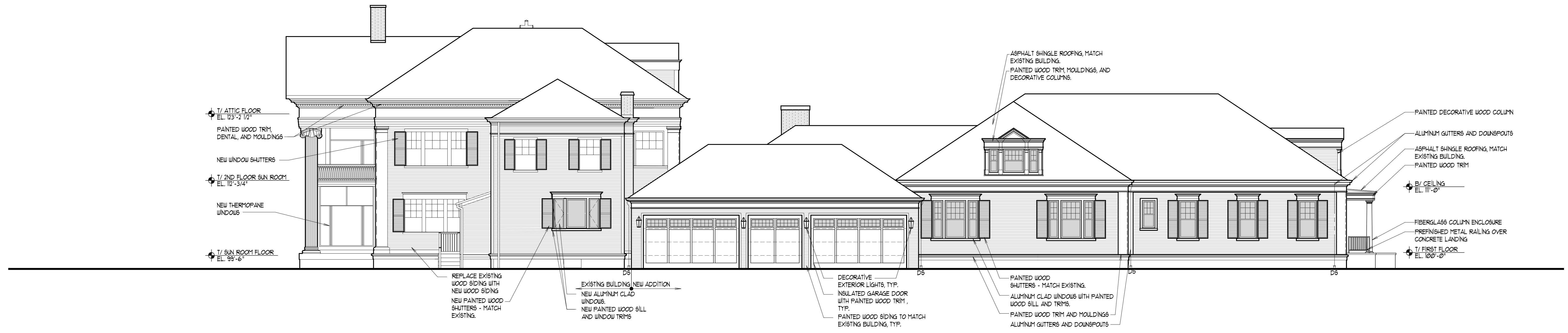


N  
**BASEMENT LEVEL**  
 SCALE: 1/8"=1'-0" EXISTING BASEMENT: 2,298 SF  
 NEW ADDITION BASEMENT: 2,601 SF

Society of Mount Carmel - Rectory  
 8511 Bailey Road - Darien, IL  
 June 29 2021 | project 2021-043



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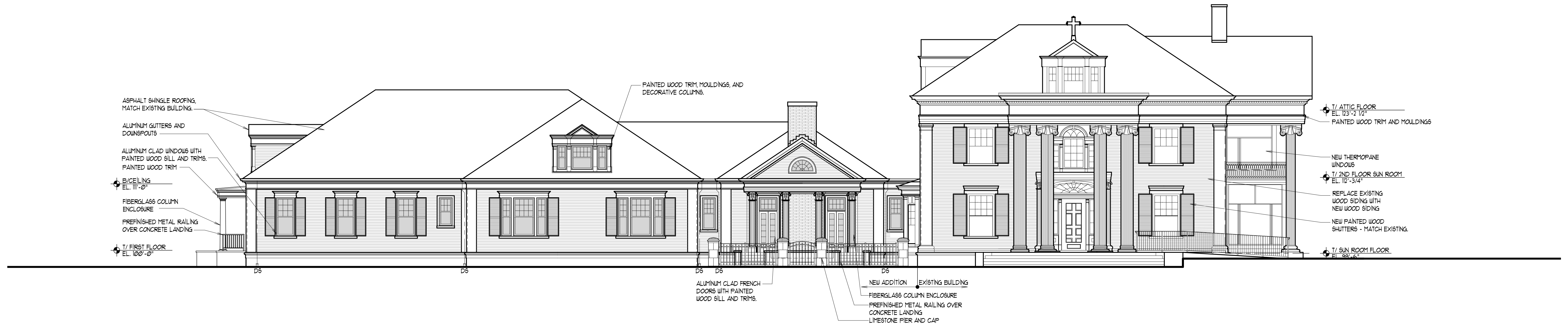


**NORTH ELEVATION**

SCALE: 1/8"=1'-0"

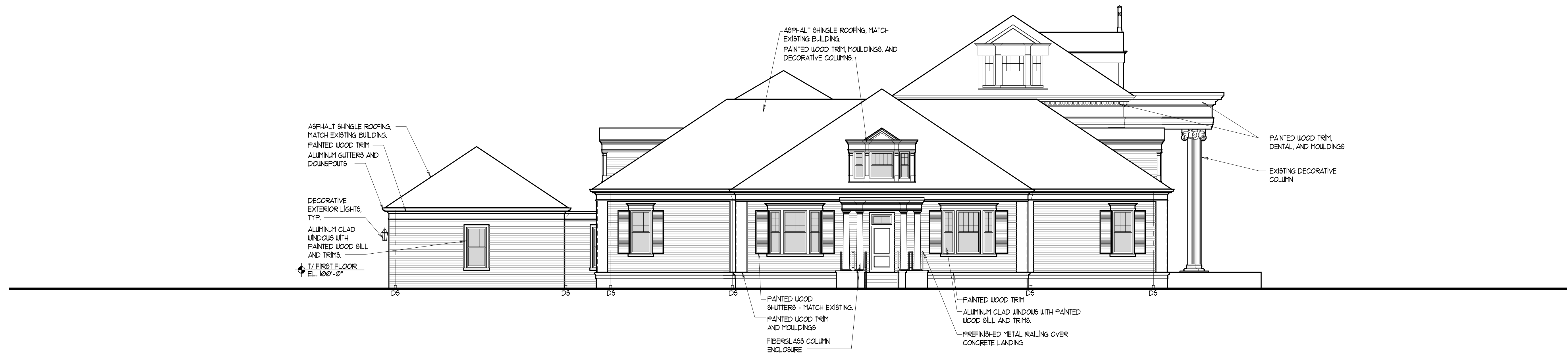
Society of Mount Carmel - Rectory  
 8511 Bailey Road - Darien, IL  
 June 29 2021 | project 2021-043

  
 charles vincent george  
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 1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563  
 P: 630.357.2023 • F: 630.357.2662



**SOUTH ELEVATION**

SCALE: 1/8"=1'-0"



**WEST ELEVATION**

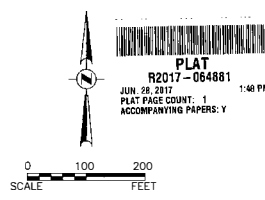
SCALE: 1/8"=1'-0"

Society of Mount Carmel - Rectory  
 8511 Bailey Road - Darien, IL  
 June 29 2021 | project 2021-043



charles vincent george  
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 1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563  
 P: 630.357.2023 • F: 630.357.2662

FINAL PLAT ST. THERESE CHAPEL PLAT OF SUBDIVISION



OWNER'S CERTIFICATE

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS SURVEYED AND SUBDIVIDED THE SAID LAND...

COUNTY OF DUPAGE PUBLIC WORKS CERTIFICATE

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. I, Michael G. Scheller, SUPERINTENDENT OF THE COUNTY OF DUPAGE DEPARTMENT OF PUBLIC WORKS AND OPERATIONS DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT, AND THE PLANS AND SPECIFICATIONS...

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. I, Douglas L. Vassilakis, CITY ENGINEER OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS...

CERTIFICATE TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. I, Michael J. Cragg, CITY TREASURER OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THERE ARE NO DEFERRED OR UNPAID SPECIAL ASSESSMENTS OF ANY DEFERRED INSTALLMENTS THAT HAVE BEEN APPOINTED AGAINST THE TRACT OF LAND...

PLAN COMMISSION CERTIFICATE

APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, ILLINOIS, THIS 29th DAY OF JUNE 2017. I, Julie, CITY CLERK.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. THIS INSTRUMENT #2017-064881 WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS 29th DAY OF JUNE 2017 AT 1:45 P.M.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ENGINEERING ENTERPRISES, INC. HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY: THAT PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS...

FOR THE PURPOSE OF PROMOTING SUFFICIENT DRAINAGE AND FLOOD CONTROL FOR THE BENEFIT OF THE SUBDIVISION AND PUBLIC GENERALLY, THE FOLLOWING EASEMENTS AND RESTRICTIONS ARE HEREBY DECLARED TO RUN WITH THE LAND...

- 1. A PERPETUAL EASEMENT FOR STORM WATER DRAINAGE, DETENTION AND RETENTION PURPOSES IS GRANTED TO THE CITY OF DARIEN, AND THE PUBLIC GENERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES SHOWN ON THIS PLAT AND INDICATED AS DRAINAGE EASEMENT AND/OR PUBLIC UTILITY AND DRAINAGE EASEMENT...

ACCESS: NO. 1. ACCESS SHALL BE AT MOST ONE RESTRICTED HIGHWAY RIGHT-OF-WAY VEHICLE ACCESS TO NORTH FRONTAGE ROAD (JULIUS ROSEN) WITH CENTERLINE DELETED, FROM LOT 1. ALL OTHER ACCESS SHALL BE VIA ANNEAL CIRCULATION.

IDOT CERTIFICATION

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPHS 10 AND 11 OF THE LAW IN RELATION TO THIS PLAT. AS AMENDED, A PLAN MEETING THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON ACCESS TO HIGHWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

MAYOR'S CERTIFICATE

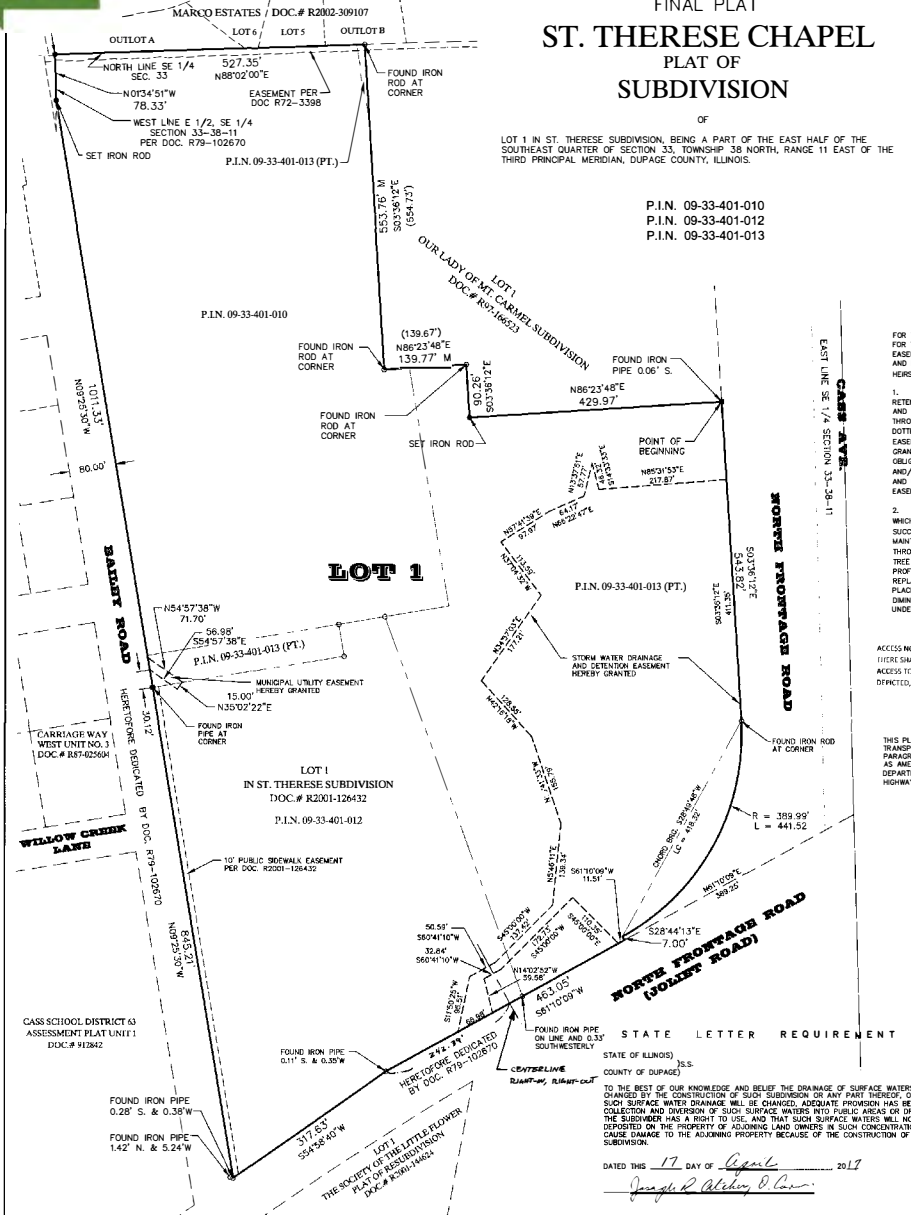
STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS: I, Kathleen Marie Weaver, Mayor.

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS ) S.S. COUNTY OF DUPAGE ) J.S. I, Dawn E. Fogart, CITY CLERK OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DATED AND APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON JUNE 14, 2017...

STATE LETTER REQUIREMENT

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, APPROPRIATE PROMOTION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINAGE CANALS...



Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Winchester Road Sugar Grove, Illinois 60554 630.466.6700 www.eelweb.com

SOCIETY OF THE LITTLE FLOWER 1313 N. FRONTAGE ROAD DARIEN, IL 60561

Table with 3 columns: NO., DATE, REVISIONS. Row 1: 1, 12-14-2016, REVIEW SUBMITTAL. Row 2: 2, 02-2016, REVIEW SUBMITTAL.

ST. THERESE CHAPEL PLAT OF SUBDIVISION DUPAGE CO RECORDER PAGE 1 OF 1

DATE: APRIL 14, 2017 PROJECT NO. P15009 FILE NO P15009 PLAT OF SUBDIVISION PAGE 1 OF 1

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**JULY 26, 2021**

**CASE**

2021HEN-01                      Relief request from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

**ISSUE STATEMENT**

Petitioner, Josue Villa, seeks relief from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. This request is made pursuant to City Code Section 7-5-1(C) for property located at 911 Hickory Lane that is zoned Single Family Residence District (R-2).

Applicable Regulations:                      City Code Section 7-5-1, Chicken Regulations

**ATTACHMENTS**

- A. [Application](#)
- B. [Justification Narrative](#)
- C. [Site Plan](#)
- D. [Site Photos](#)
- E. [City Code Title 7, Chapter 5, Section 1: Chicken Regulations](#)

**GENERAL INFORMATION**

Petitioner/Owner:	Josue Villa
Property Location:	911 Hickory Lane
PIN Number:	09-27-113-012
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residential
Comprehensive Plan:	Low Density Residential (Existing & Future)
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family Residential
East:	Single Family Residence District (R-2); Single Family Residential
South:	Single Family Residence District (R-2); Single Family Residential
West:	Single Family Residence District (R-2); Single Family Residential
Size of Property:	0.38 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A

**OVERVIEW/DISCUSSION**

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance. Therefore, the owner (Josue Villa) has filed this request asking for relief to allow an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

The criteria for approving this type of request is provided below. Note that the petitioner submitted a justification narrative for the request, in addition to an application, site plan, and site photos, which are all attached to this memorandum.

**Relief Request – Approval Criteria:**

*A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:*

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

**CITY CODE STANDARDS**

The City's Chicken Ordinance has been attached for reference.

**DECISION MODE**

The Municipal Services Committee is requested to forward a recommendation on the relief request to City Council.

**MEETING SCHEDULE**

Municipal Services Committee  
City Council

July 26, 2021  
August 2, 2021





# ZONING APPLICATION

CITY OF DARIEN  
1702 Plainfield Road, Darien, IL 60561  
www.darienil.us 630-852-5000

### CONTACT INFORMATION

Jose Villa  
Applicant's Name

911 Hickory Ln Darien IL 60561  
Address, City, State, Zip Code

630-605-7680  
Telephone

overhang469@yahoo.com  
Email

Jose Villa  
Owner's Name

"same"  
Address, City, State, Zip Code

"same"  
Telephone

"same"  
Email

### PROPERTY INFORMATION

911 Hickory Ln. Darien IL 60561  
Property address

PIN Number(s)

Zoning District

Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

### REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

Request varrence on 1 foot difference on fencing for chickens

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that \_\_\_\_\_ is personally known by me to be the same person whose name is subscribed above and has appeared before me this \_\_\_\_\_ day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

**N/A**

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public

For office use only	
Date Received:	
Case Number:	
Fee Paid:	
Hearing Date:	



## Variance Request

### Proposed changes

The existing lot on 911 hickory ln. is requesting a variance of ordinance no. O-21-20 section 7-5-1 chickens. Requiring a solid 6ft perimeter fencing around the back yard. This variance request to keep the existing 5ft chain link fencing, and add ridged slates made of (high density Polyethylene) for added screening and privacy.

This variance being requested is intended to address several challenges that required the solid 6 ft fencing around the perimeter of the yard. First is we already have an existing 5 ft chain link fence in good condition and we share that fence with several neighbors that have the same type of fence. Removing and changing our fence would also negatively alter the look of their yard. If they were to not agree with us in removing of fencing we share, building a solid fence in front of the existing fence will cause vegetation growth problems that would be extremely difficult to manage.

Second, we have a healthy amount of vegetation screening around our yard. Our back yard is roughly 80x120 which is around 9,600 square feet for our small flock of five hens to roam around in.

Granting the relief would not interfere with neighbor's enjoyment of their property because our coop has relatively small foot print and is nestled against the back of our home which makes it harder to see from adjoining lots. The fowl make very little noise.

Our neighbor has a very large tree that grows along both our property line. The problem lies in that we would either have to ask to cut the tree down or awkwardly skirt around it with a solid fence.

As the owner we do not ever plan on moving and if we did the coop would come with us. I believe this would not affect the property value or burden any future owner.

We built our 4x10 chicken coop-run in early May of 2020. Having to remove and replace over 300 feet of fencing would be difficult financial undertaking during these trying times. We have had an operational coop before the Oct. 5<sup>th</sup> mandate. we also have perimeter fencing and vegetation screening.



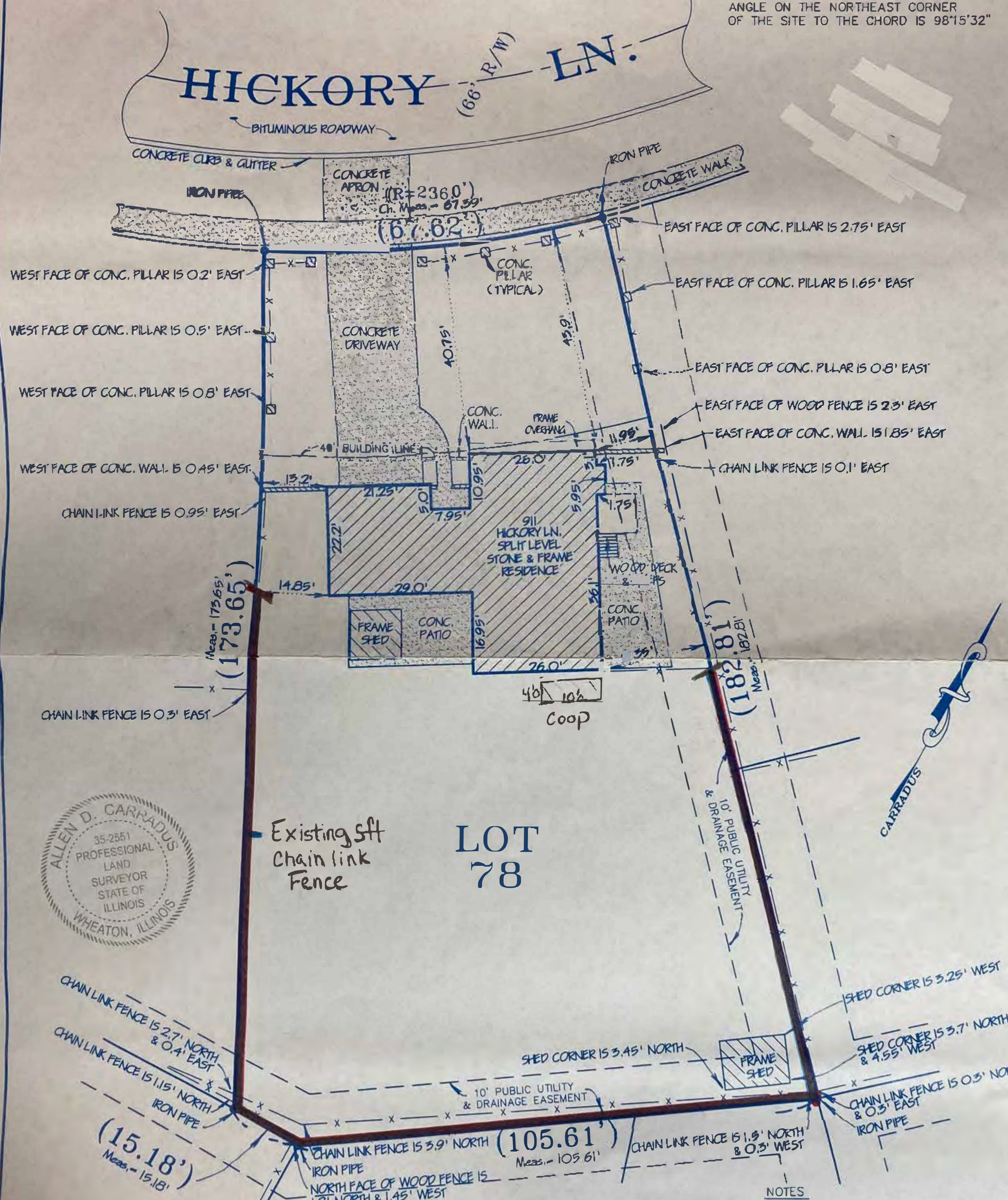
# PLAT OF SURVEY

**LEGEND**  
 Monumentation Found  
 Monumentation Set (PLS 35-2551)  
 (30') Record Dimension  
 --- Fence Line

LOT 78 IN HINSBROOK UNIT ONE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 29, 1965 AS DOCUMENT R65-27893, IN DUPAGE COUNTY, ILLINOIS.

AREA OF SITE = 16,701 SQ. FT.

ANGLE ON THE NORTHEAST CORNER OF THE SITE TO THE CHORD IS 98°15'32"



Existing 5ft Chain link Fence  
**LOT 78**

- NOTES**
- All distances shown hereon are in feet and decimal parts thereof corrected to 68° F. Distances shown along curved lines are Arc Measurements unless otherwise noted.
  - Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.
  - Consult local authorities for additional setbacks and restrictions not shown hereon.
  - Compare all survey points and report any discrepancies immediately.
  - Consult utility companies and municipalities prior to the start of any construction.
  - Dimensions to and along buildings are exterior foundation measurements.
  - Do Not Assume distances from scaled measurements to include hereon.

STATE OF ILLINOIS } SS  
 COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREON AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SIGNED AND SEALED AT WHEATON, ILLINOIS THIS 26th DAY OF October A.D. 2012  
 BY Allen D. Carradus ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551.  
 MY LICENSE EXPIRES NOVEMBER 30, 2012.

**ALLEN D. CARRADUS** LAND SURVEYOR  
 Residential & Commercial Land Surveying Services  
 108 W. Liberty Drive, Wheaton, Illinois 60187  
 (630) 588-0416 (Fax) 653-7682

PREPARED FOR: **LAWRENCE J. CZEPIEL, ATTORNEY AT LAW**

DRAWN BY: EAC DATE OF FIELD WORK: SCALE: PLO. OR. - PAGE: PROJECT NO.:













**7-5-1: CHICKENS:**

## (A) Definitions:

CHICKEN(S):	The common domestic fowl.
COOP:	A coop, building, pen or other enclosure, with or without an enclosed pen or hen yard, that is designed, constructed and maintained to confine fowl within the coop and to prevent access by predators and trespassers.
FOWL:	Any domesticated egg-laying chicken hen and shall exclude all roosters and chicken hens that have ceased laying eggs.
HEN:	A female chicken.
POULTRY:	Domestic fowl, such as chickens, turkeys, ducks, and geese.
ROOSTER:	A male chicken.

**(B) Requirements; Permits, Fees And Penalties:**

1. The raising/keeping of hens shall be permitted on all single-family detached single-family residential zoning lots containing a minimum of six thousand (6,000) square feet as an accessory use.
2. A maximum of six (6) hens shall be permitted.
3. All hens shall be kept within a coop consisting of a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.
4. An outdoor area a minimum of ten (10) square feet per hen will be required and a maximum of one hundred fifty (150) total square feet will be permitted for both the covered enclosure/structure and outdoor area. The total height of a coop may not exceed seven feet (7').
5. All enclosures/structures shall be located a minimum of twenty feet (20') from all lot lines.
6. All hens and enclosures/structures shall be kept/located in the rear yard only.
7. All areas where hens are kept shall be clean and well maintained on a daily basis, with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties. All feed shall be kept in a sealed metal container. All electrical appliances shall be UL listed and clearly labeled.
8. Perimeter fencing six foot (6') high, privacy/solid fencing shall be required around the entire rear yard.
9. Humane conditions are to be maintained year round.
10. Roosters are prohibited.
11. Slaughtering is prohibited.
12. No other poultry, including but not limited to geese, ducks and turkeys shall be kept on the property.
13. An initial hen permit shall be required for approval of hens, coops, and required fencing. Permit application shall be authorized by owner of property. Permit authorizes City staff to inspect property for compliance when deemed necessary. Permit approval is required prior to obtaining hens. The perimeter fence required by subsection (B)8 shall be installed prior to construction of the coop.
14. A hen permit issued by the City with a one-time fee of twenty five dollars (\$25.00) shall be required. A renewal permit/registration shall be required each year thereafter, with an additional fee of ten dollars (\$10.00).
15. A hen permit issued under this article shall be revoked upon the commission of three (3) violations within a period of twelve (12) months. If the permit is revoked, the property shall not be eligible for a permit for one year after revocation. Any enclosure/structure shall be required to be removed within fifteen (15) days of revocation.
16. Sales of egg(s) or hen(s) or anything related to chicken keeping is not allowed.
17. On or prior to May 1, 2021 all nonconforming properties must be brought into conformance with the keeping of hens regulations of this article. On or prior to March 1, 2021 residents with chickens and no existing privacy fence, will be required to show proof of contract for privacy fence. This period is for all purposes deemed an appropriate amortization period for each and every nonconforming property presently located within the corporate limits of the City or hereinafter located within the City by reason of annexation into the City of the lot or parcel on which the uses are located.

**(C) Relief From Certain Requirements:**

1. A party may obtain relief from one (1) or more of the requirements of Sections 7-5-1(B)(4) and (5) if the City Council determines:
  - (a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and
  - (b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.



(c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.

(d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.

(e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

(f) The plight of the owner is due to unique circumstances.

2. Any party seeking such relief shall file a request in writing, setting forth the relief requested and the basis for the request. If practicable, the request should include a drawing or photograph of the proposed improvement. No particular form is required. If the applicant is a tenant, the owner of the property must consent to the request in writing.

3. The matter will be referred to the Municipal Services Committee for review and recommendation to the City Council.

4. Upon receipt of the request, City staff will notify all property owners within one hundred twenty five feet (125') of the property for which relief is sought, as measured property line to property line, of the date that the request will be considered by the Committee. The notification shall be either by personal delivery or first class mail and shall include a copy of the request.

5. Following receipt of the Committee's recommendation, the Council will then by motion either grant the request (with or without conditions) or deny the request. The decision of the Council is final.

6. A party who had an operational coop and perimeter fencing or vegetation screening around the entire rear yard as of October 5, 2020 is also eligible to seek relief from Section 7-5-1(B)(8). (Ord. 0-19-20, 10-5-2020; amd. Ord. O-21-20, 11-2-2020)

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**JULY 26, 2021**

**CASE**

2021HEN-02                      Relief request from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

**ISSUE STATEMENT**

Petitioner, Abdul Arain, seeks relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion (rear yard) of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. This request is made pursuant to City Code Section 7-5-1(C) for property located at 7934 Farmingdale Drive that is zoned Single Family Residence District (R-2).

Applicable Regulations:                      City Code Section 7-5-1, Chicken Regulations

**ATTACHMENTS**

- A. [Application](#)
- B. [Justification Narrative](#)
- C. [Site Plan](#)
- D. [Site Photos](#)
- E. [City Code Title 7, Chapter 5, Section 1: Chicken Regulations](#)

**GENERAL INFORMATION**

Petitioner/Owner:	Abdul Arain
Property Location:	7934 Farmingdale Drive
PIN Number:	09-34-208-013
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residential
Comprehensive Plan:	Low Density Residential (Existing & Future)
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family Residential
East:	Single Family Residence District (R-2); Single Family Residential
South:	Single Family Residence District (R-2); Single Family Residential
West:	Single Family Residence District (R-2); Single Family Residential
Size of Property:	0.22 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A

**OVERVIEW/DISCUSSION**

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance. Therefore, the owner (Abdul Arain) has filed this request asking for relief to allow an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion (rear yard) of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

The criteria for approving this type of request is provided below. Note that the petitioner submitted a justification narrative for the request, in addition to an application, and site plan, which are all attached to this memorandum. Aerial site images are also included as an attachment.

*Relief Request – Approval Criteria:*

*A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:*

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

**CITY CODE STANDARDS**

The City's Chicken Ordinance has been attached for reference.

**DECISION MODE**

The Municipal Services Committee is requested to forward a recommendation on the relief request to City Council.

**MEETING SCHEDULE**

Municipal Services Committee  
City Council

July 26, 2021  
August 2, 2021





# ZONING APPLICATION

**CITY OF DARIEN**  
1702 Plainfield Road, Darien, IL 60561  
[www.darienil.us](http://www.darienil.us) 630-852-5000

### CONTACT INFORMATION

ABDUL W ARAVIN  
Applicant's Name

ABDUL W ARAVIN  
Owner's Name

7934 Farmingdale Dr Darien IL 60561  
Address, City, State, Zip Code

7934 Farmingdale Dr Darien IL 60561  
Address, City, State, Zip Code

630-915-3614  
Telephone

630-915-3614  
Telephone

abdularavin@gmail.com  
Email

abdulabdularavin@gmail.com  
Email

### PROPERTY INFORMATION

7934 Farmingdale Dr, Darien IL 60561  
Property address

09-34-208-013  
PIN Number(s)

Zoning District

Residential  
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

### REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

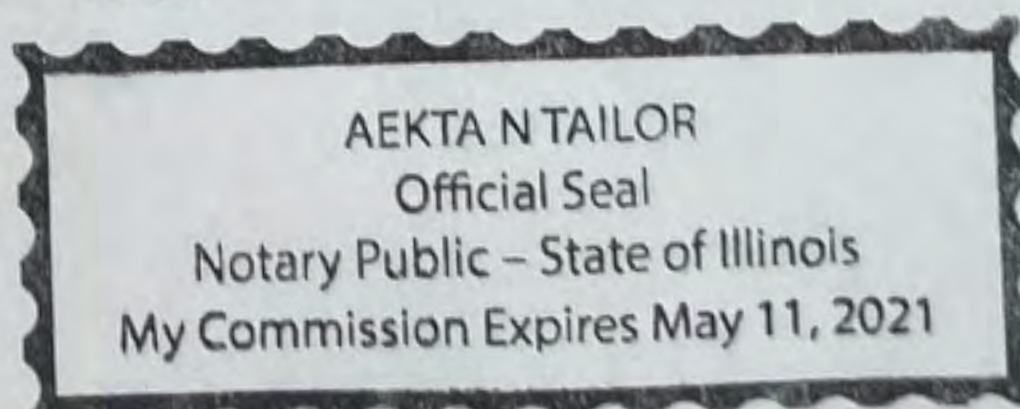
As an existing structure, seeking variances for  
Distance to rear lot line and fence height. This  
has existed in harmony with my community for over 5 years.

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Abdul W Aravin is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 1st day of April 2021.

[Signature]  
Notary Public

For office use only	
Date Received:	<u>/</u>
Case Number:	<u>/</u>
Fee Paid:	<u>/</u>
Hearing Date:	<u>/</u>





Dear City Council,

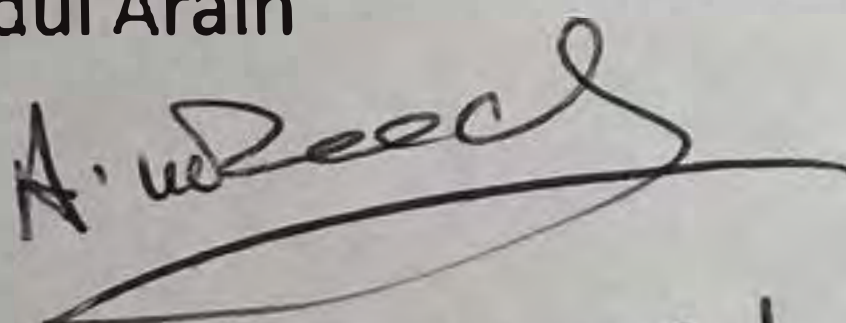
As a responsible owner, I am requesting a variance to the new ordinance regarding the setback from my rear lot-line and the 6 foot of fencing for the rear of my lot. I do have a 6-foot privacy fence at both sides of my lot. To the rear of my lot, I have about 11 feet to the fence and the fence is about five feet tall.

I have had a coop and five chickens since 2016. I checked with the City of Darien before building it to ensure it was a permitted use and was told I could have five chickens with no problems. For the construction of the coop, I followed the same recommendations for my shed, which was the guidance at the time I consulted with the City.

Alderspersons Kenny, Sullivan and Chlystek have seen my coop and met my chickens. My coop is situated under a very large and mature shade tree, in the perfect location for the health of my animals. I have a secure storage area attached to the coop and a covered run which enjoys the shade of this large tree. This tree also provides privacy across several backyards.

This coop has existed in harmony with my neighbors for many years and replacing the fence would be substantially difficult, including possibly having to remove the large tree that sits on the lot line, provides my pets with needed shade during the summer, and is a beautiful mature tree which provides privacy.

Sincerely,  
Abdul Arain



4-1-2021



# Associated Surveying Group, P.C.

Illinois Prof. Design Firm No. 184-003013

P.O. Box 810

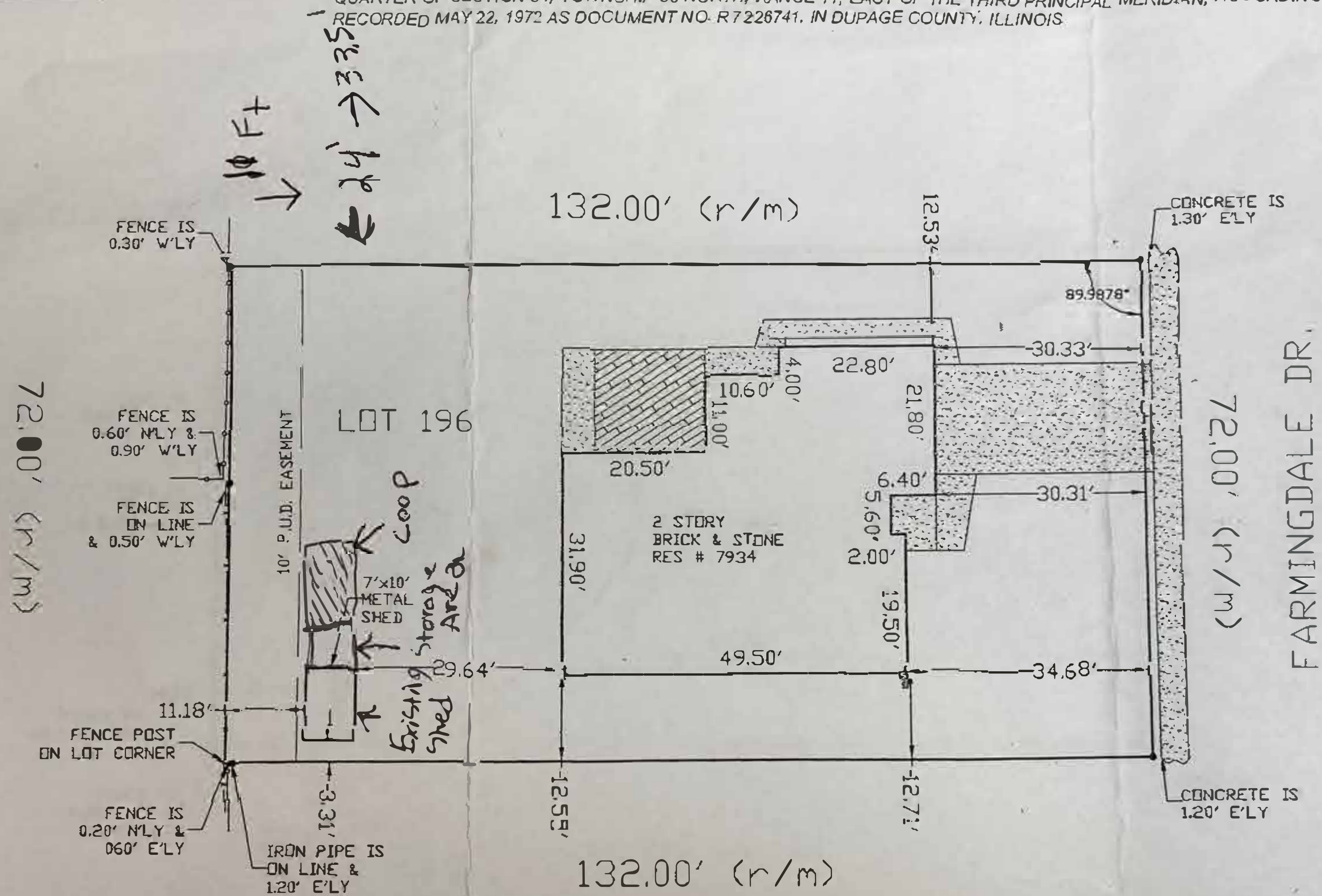
Bolingbrook, IL 60440

PH: 630-759-0205

FAX: 630-759-9291

## PLAT OF SURVEY

LOT 196 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 3, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1972 AS DOCUMENT NO. R 7226741, IN DUPAGE COUNTY, ILLINOIS.



State of Illinois }  
 County of Will } SS

I, Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

Dated, this 4<sup>TH</sup> day of OCTOBER, A.D., 2005, at Bolingbrook, IL. FIELDWORK DATE: SEPTEMBER 30, 2005

*Michael G. Herwy*  
 Illinois Professional Land Surveyor No. 35-002900  
 License Expires: November 30, 2006

CLIENT: SLIVOSKI

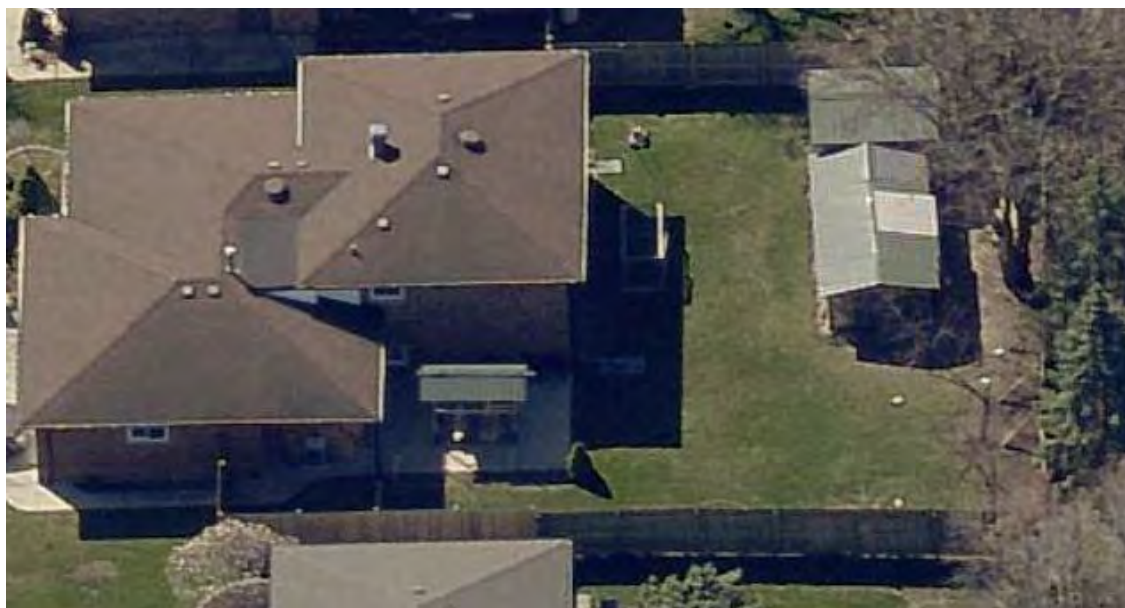
JOB NO.: 61230-05

- LEGEND:**
- ASPHALT
  - CONCRETE
  - WOOD
  - BRICK
  - IRON PIPE
  - IRON PIPE
  - ⊕ CROSS
  - REBAR/ROD
  - NOTCH
  - CHAIN LINK FENCE
  - WOOD FENCE
  - ALL OTHER FENCE TYPES
- ABBREVIATIONS:**
- A = ARC LENGTH
  - R = RADIUS
  - CH = CHORD LENGTH
  - (r) = RECORD VALUE
  - (m) = MEASURED VALUE
  - P.U.D. = PUBLIC UTILITY & DRAINAGE EASEMENT
  - N'LY = NORTHERLY
  - S'LY = SOUTHERLY
  - E'LY = EASTERLY
  - W'LY = WESTERLY
  - TYP = TYPICAL

COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE. BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO DEPICTED ON THE RECORDED SUBDIVISION PLAT. REFER TO YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE FOR ADDITIONAL ENCUMBRANCES. METAL LOT DIMENSIONS ARE SHOWN ONLY WHEN THEY DIFFER FROM RECORD DIMENSIONS BY 0.15 FEET OR MORE. CURVED LINES OR NOTED WITH ARC LENGTHS UNLESS OTHERWISE NOTED. ALSO, ALL ARCS ARE TANGENT.

SCALE 1" = 20'







**7-5-1: CHICKENS:****(A) Definitions:**

CHICKEN(S):	The common domestic fowl.
COOP:	A coop, building, pen or other enclosure, with or without an enclosed pen or hen yard, that is designed, constructed and maintained to confine fowl within the coop and to prevent access by predators and trespassers.
FOWL:	Any domesticated egg-laying chicken hen and shall exclude all roosters and chicken hens that have ceased laying eggs.
HEN:	A female chicken.
POULTRY:	Domestic fowl, such as chickens, turkeys, ducks, and geese.
ROOSTER:	A male chicken.

**(B) Requirements; Permits, Fees And Penalties:**

1. The raising/keeping of hens shall be permitted on all single-family detached single-family residential zoning lots containing a minimum of six thousand (6,000) square feet as an accessory use.

2. A maximum of six (6) hens shall be permitted.

3. All hens shall be kept within a coop consisting of a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.

4. An outdoor area a minimum of ten (10) square feet per hen will be required and a maximum of one hundred fifty (150) total square feet will be permitted for both the covered enclosure/structure and outdoor area. The total height of a coop may not exceed seven feet (7').

5. All enclosures/structures shall be located a minimum of twenty feet (20') from all lot lines.

6. All hens and enclosures/structures shall be kept/located in the rear yard only.

7. All areas where hens are kept shall be clean and well maintained on a daily basis, with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties. All feed shall be kept in a sealed metal container. All electrical appliances shall be UL listed and clearly labeled.

8. Perimeter fencing six foot (6') high, privacy/solid fencing shall be required around the entire rear yard.

9. Humane conditions are to be maintained year round.

10. Roosters are prohibited.

11. Slaughtering is prohibited.

12. No other poultry, including but not limited to geese, ducks and turkeys shall be kept on the property.

13. An initial hen permit shall be required for approval of hens, coops, and required fencing. Permit application shall be authorized by owner of property. Permit authorizes City staff to inspect property for compliance when deemed necessary. Permit approval is required prior to obtaining hens. The perimeter fence required by subsection (B)8 shall be installed prior to construction of the coop.

14. A hen permit issued by the City with a one-time fee of twenty five dollars (\$25.00) shall be required. A renewal permit/registration shall be required each year thereafter, with an additional fee of ten dollars (\$10.00).

15. A hen permit issued under this article shall be revoked upon the commission of three (3) violations within a period of twelve (12) months. If the permit is revoked, the property shall not be eligible for a permit for one year after revocation. Any enclosure/structure shall be required to be removed within fifteen (15) days of revocation.

16. Sales of egg(s) or hen(s) or anything related to chicken keeping is not allowed.

17. On or prior to May 1, 2021 all nonconforming properties must be brought into conformance with the keeping of hens regulations of this article. On or prior to March 1, 2021 residents with chickens and no existing privacy fence, will be required to show proof of contract for privacy fence. This period is for all purposes deemed an appropriate amortization period for each and every nonconforming property presently located within the corporate limits of the City or hereinafter located within the City by reason of annexation into the City of the lot or parcel on which the uses are located.

**(C) Relief From Certain Requirements:**

1. A party may obtain relief from one (1) or more of the requirements of Sections 7-5-1(B)(4) and (5) if the City Council determines:

(a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and

(b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.

(c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.

(d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.

(e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

(f) The plight of the owner is due to unique circumstances.

2. Any party seeking such relief shall file a request in writing, setting forth the relief requested and the basis for the request. If practicable, the request should include a drawing or photograph of the proposed improvement. No particular form is required. If the applicant is a tenant, the owner of the property must consent to the request in writing.

3. The matter will be referred to the Municipal Services Committee for review and recommendation to the City Council.

4. Upon receipt of the request, City staff will notify all property owners within one hundred twenty five feet (125') of the property for which relief is sought, as measured property line to property line, of the date that the request will be considered by the Committee. The notification shall be either by personal delivery or first class mail and shall include a copy of the request.

5. Following receipt of the Committee's recommendation, the Council will then by motion either grant the request (with or without conditions) or deny the request. The decision of the Council is final.

6. A party who had an operational coop and perimeter fencing or vegetation screening around the entire rear yard as of October 5, 2020 is also eligible to seek relief from Section 7-5-1(B)(8). (Ord. 0-19-20, 10-5-2020; amd. Ord. O-21-20, 11-2-2020)

**AGENDA MEMO**  
**Municipal Services Committee**  
**July 26, 2021**

**ISSUE STATEMENT**

A **resolution** authorizing the purchase and installation of one (1) new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65.

**BACKGROUND/HISTORY**

The proposed payload bucket weight scale will be utilized on the existing Model No 926M Cat End Loader for various loading and unloading activities within the Street and Water Divisions. The equipment will provide operators the ability to ensure trucks are loaded efficiently within the maximum gross vehicle weight limits and also allow staff to keep track of salt usage being loaded onto trucks during a snow storm. This would also be useful for tracking materials such as dirt, stone, cold patch that are used on various jobs. Staff would be able to optimally load vendor trucks for excavation spoils.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY21-22 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
01-30-4815	Capital Purchases Equipment-End Loader Bucket Monitor	\$ 3,250.00	\$ 3,106.83	\$ 143.17
02-50-4815	Capital Purchases Equipment-End Loader Bucket Monitor	\$ 3,250.00	\$ 3,106.82	\$ 143.18

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the purchase and installation of one new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65.

**ALTERNATE DECISION**

As recommended by the Committee.

**DECISION MODE**

This item will be on the August 2, 2021 City Council agenda for formal consideration.



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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A PROPOSAL FROM PATTEN CAT FOR PURCHASE AND INSTALLATION OF ONE (1) NEW CAT END LOADER PAYLOAD BUCKET MONITOR SYSTEM FROM ALTORFER CAT IN AN AMOUNT NOT TO EXCEED \$6,213.65**

**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 accept a proposal from Patten Cat for purchase and installation of one (1) new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

**ALTORFER**

Proposal No: 33227 - 1

CITY OF DARIEN/PUBLIC WORKS  
1702 PLAINFIELD ROAD  
DARIEN 60561

CUSTOMER NO.	CONTACT	PHONE NO.	PO NO.	WO NO
1057901				
QUOTE NO.	OPP NO.	DATE	EMAIL	
33227		4/9/2021		
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	926M	0LTE01912		
NOTES				
THIS QUOTE DOES NOT QUALIFY FOR GOVERNEMENTAL DISCOUNTS.				

SEGMENT: 01 CLEAN MACHINE  
NOTES:

**Parts**

Qty	Part Number	Description	Unit Price	Ext Price
			<b>Total Parts:</b>	0.00

**Labor**

Charge Code	Description	Hours	Unit Price	Ext Price
ADM-1*-**-**	SHOP LABOR	1.2	170.95	205.14
STM-1*-**-**	STEAM CLEAN LBR	1	112.00	112.00
			<b>Total Labor:</b>	317.14

**Misc**

Charge Code	Description	Qty	Unit Price	Ext Price
HAZ-1*-**-**	EPA & ENVIRO CHG	1	57.30	57.30
			<b>Total Misc:</b>	57.30

**Segment 01 Total:** 374.44

SEGMENT: 02 INSTALL PAYLOAD MONITOR SYSTEM  
NOTES:  
INSTALL OF SENSOR, MONITOR, AND SOFTWARE.

**Parts**

Qty	Part Number	Description	Unit Price	Ext Price
1	3491178	SENSOR GP-PR	340.97	340.97
1	3491178	SENSOR GP-PR	340.97	340.97
2	3J1907	SEAL	1.06	2.12
1	4633794	MONTR KT#S Y	1,997.22	1,997.22
1	4926474	HARNES AS	99.97	99.97
1	7K1181	TIE	0.37	0.37
			<b>Total Parts:</b>	2,781.62

**Labor**

Charge Code	Description	Hours	Unit Price	Ext Price
-------------	-------------	-------	------------	-----------



SHP-1*-**-**	SHOP LABOR	12	170.95	2,051.40
			<b>Total Labor:</b>	<b>2,051.40</b>

**Misc**

<b>Charge Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Ext Price</b>
#OP-1*-**-**	MISC PARTS	1	150.00	150.00
			<b>Total Misc:</b>	<b>150.00</b>

**Segment 02 Total: 4,983.02**

**SEGMENT: 03**      **INSTALL PRODUCT LINK PLE641**  
**NOTES:**

**Parts**

<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Unit Price</b>	<b>Ext Price</b>
1	4674163	INSTL GP-FIE	514.29	514.29
			<b>Total Parts:</b>	<b>514.29</b>

**Labor**

<b>Charge Code</b>	<b>Description</b>	<b>Hours</b>	<b>Unit Price</b>	<b>Ext Price</b>
SHP-1*-**-**	SHOP LABOR	2	170.95	341.90
			<b>Total Labor:</b>	<b>341.90</b>

**Misc**

<b>Charge Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Ext Price</b>
			<b>Total Misc:</b>	<b>0.00</b>

**Segment 03 Total: 856.19**

**Total Segments: 6,213.65**

**TOTAL ESTIMATE(BEFORE TAXES) 6,213.65**

- This estimate will expire 30 days from the estimate date.
- Please ask about Cat Financial Payment options.
- Customer is responsible for all applicable taxes.
- Based on Monday-Friday regular time labor rates.
- If parts needed on emergency order basis, extra fees and expedited shipping cost may apply.
- Any additional repairs found during the above work will be quoted at that time.
- This estimate may include Remanufactured or Exchange components as noted.
- The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines.
- Some core charges may qualify for full, partial or zero credit.

**ESTIMATED REPAIR TIME:** \_\_\_\_\_ *from start date*  
**"The Signature is an authorization to proceed with the required repair work as described within the quote".**

**Issued PO#** \_\_\_\_\_, **Authorized Name** \_\_\_\_\_ **Please Print.**

**Date** \_\_\_\_/\_\_\_\_/\_\_\_\_ **Signature** \_\_\_\_\_

**Any Questions? Please Call Sam Will at +18476492160.**

**AGENDA MEMO**  
**Municipal Services Committee**  
**July 26, 2021**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80.

**BACKGROUND/HISTORY**

The Illinois Environmental Protection Agency has recently submitted to the City of Darien the 2021 Community Water Supply testing and schedule. As background information, in 2007 the United States Environmental Protection Agency had passed on to all community water supplies a mandate requiring us to perform specified analytical water sampling.

The Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 DBPR) is intended to reduce potential cancer and reproductive and developmental health risks from disinfection byproducts in drinking water, which form when disinfectants are used to control microbial pathogen. The final rule strengthens public health protection for customers of systems that deliver disinfected water by requiring such systems to meet the maximum contaminant levels as an average at each monitoring location. The mandate continues to reduce DBP exposure and related potential health risks and provide more equitable public health protection. The rule also continues to evaluate early warning potential of Maximum Contaminant Levels (MCL), and allows the City's system to take proactive steps to remain in compliance.

Below please find a summary of the competitive quotes for this year's Coliform and Chemical/Radiological/LT2 Water Sampling Program:

TESTING FACILITY	PRICING SCHEDULE
<b>Suburban Laboratories</b>	<b>\$5,146.80</b>
PDC Laboratories, Inc	\$9,090.00
IEPA State Program	\$8,364.48

A contingency in the amount of \$700 is included within the Bacteriological Sampling line item for repeat sampling or resident sample requests.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	PROPOSED EXPENDITURE	BUDGET BALANCE
02-50-4241	EPA-Stage 2-Reduced Lead & Copper/Radiological	\$5,500.00	\$3,214.80	\$2,285.20
02-50-4241	Bacteriological Sampling	\$3,800.00	\$1,932.00	*SEE NOTE BELOW
02-50-4241	Contingency-Bacteriological Sampling	N/A	\$700.00	\$1,168.00
02-50-4241	Total	\$9,300.00	\$5,846.80	\$3,453.20



Water Sampling Program

July 26, 2021

Page 2

**STAFF RECOMMENDATION**

Approval of a resolution authorizing the Mayor to accept a proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80.

**ALTERNATE CONSIDERATION**

As directed by the Committee.

**DECISION MODE**

This item will be placed on the August 2, 2021, City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM SUBURBAN LABORATORIES, INC. FOR THE 2021/22 BACTERIOLOGICAL AND CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN AN AMOUNT NOT TO EXCEED \$5,846.80.**

**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 accept a proposal from Suburban Laboratories, Inc. for the 2021/2022 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80, a copy of which is attached hereto as "**Exhibit A**".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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



**SUBURBAN LABORATORIES, Inc.**

1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134  
 Tel. (708) 544-3260 • Toll Free (800) 783-LABS  
 Fax (708) 544-8587  
 www.suburbanlabs.com

5/26/2021

KRISTOFER THROM  
 DARIEN  
 1041 SOUTH FRONTAGE RD  
 DARIEN, IL 60561

Facility ID: IL0430270  
 Phone: 630-887-0008

Thank you for the opportunity to submit an estimated budget for annual drinking water testing. Suburban Laboratories, established in 1936, has been providing drinking water testing services to communities in Illinois for over 35 years. We are the largest private drinking water lab in northern Illinois and we are dedicated to ensuring your community's compliance with drinking water regulations. The following estimated budget includes testing requirements downloaded from the IEPA's on-line monitoring schedule as of today.

#### Suburban Laboratories Services

- Automatic bottle shipping (just fill the bottles and return to the lab)
- Dedicated project management staff with over 30 years of experience
- Courier service available throughout Illinois
- Results electronically reported to IEPA
- Internal monthly Precompliance Review
- Sample scheduling system integrated with on-line monitoring schedules
- Expert compliance and regulatory liaison with the IEPA Compliance Assurance Section
- Laboratory open 365 days a year
- No annual prepayment (pay as you go)

Suburban Laboratories stands ready to assist you and we will be happy to come out to your community to demonstrate our powerful compliance system. Thank you for considering Suburban Laboratories as your partner in compliance.

Patrick Rodriguez  
 Drinking Water Project Manager  
 pat@suburbanlabs.com

Dan Galeher  
 Vice President of Sales  
 dan@suburbanlabs.com

Patrick Liberg  
 Drinking Water Project Manager  
 PatL@suburbanlabs.com

Page 1



# Estimated Budget for Testing Requirements Between 6/1/2021 through 5/31/2021

System/PWSID: DARIEN IL0430270

Population: 23,615

Program/Contaminant	Annual Samples	Price	Annual Cost
STAGE2 DBPR SUPART V	16	\$120.75	\$1,932.00
<b>Total Estimated Non Coliform Cost</b>			<b>\$1,932.00</b>
Total Coliforms (Distribution and Wells)	300	\$8.93	\$2,679.00

*Handwritten:* 300, 324.80, \$5146.80

1. Pickup service available
2. Samples can be collected at any time according to the water system's monitoring plan and their convenience.
3. All unit prices are good until June 30th, 2021.

1. Actual costs will depend upon the amount of testing performed and may vary due IEPA changes to the monitoring schedule, as well as current market conditions at the time the testing cycle begins.
2. Coliform samples requiring membrane filtration (new construction) analysis add \$2.00 to routine coliform price.
3. Holiday and Weekend charges may apply for emergency service.
4. Some tests may be subcontracted to another IL certified laboratory.
5. These prices include all the associated costs of managing the System's drinking water testing schedule, preparing preprinted COCs and bottle labels, electronic filing of all compliance data with IEPA, and other client associated costs, i.e., sample disposal and energy surcharge.

All pricing is subject to Suburban Laboratories' Terms and Conditions. Prices effective 6/1/2021 through 5/31/2021.





# SUBURBAN LABORATORIES, Inc.



1950 Batavia Ave., Suite 150 Geneva, Illinois 60134  
 Tel. (708) 544-3260 • Toll Free (800) 783-LABS  
 Fax (708) 544-8587  
 www.suburbanlabs.com

## Cost Proposal for Testing Between 6/1/2021 through 5/31/2021

System/PWSID: DARIEN IL0430270

Population: 23,615

Page 1 of 1

Annual  
Samples Price

5/26/2021

Annual Cost

Program/Contaminant

Nxt Coll DT			Annual Samples	Price	Annual Cost
Sample Site COLIFORM					
Freq/CollectDt: MN	1/1/2021	COLIFORM, TOTAL	<del>300</del> 360	\$8.93	<del>\$2,679.00</del> \$3,214.80
Nxt Coll DT					
Sample Site DISTRIBUTION					
Freq/CollectDt: QT	1/13/2021	STAGE2 DBPR SUPART V	16	\$120.75	\$1,932.00
Nxt Coll DT					
Freq/CollectDt: MN		Monthly IEPA "Compliance Comfort" Management	12	\$0.00	\$0.00

*\$5,146.80*

All tests listed are based on IEPA Supplied Compliance Monitoring Schedule downloaded on 12/2/2020.

# SUBURBAN LABORATORIES, Inc.



**DARIEN IL0430270**

1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134  
 Tel. (708) 544-3260 • Toll Free (800) 783-LABS  
 Fax (708) 544-8587  
 www.suburbanlabs.com

## DRINKING WATER TESTING AGREEMENT

**1. Testing Requirements:** SLI will use monitoring schedules found on the Illinois EPA's Drinking Water Watch website to determine when you must collect samples and report results. Prior to or at the beginning of the monitoring period, SLI will send sampling containers to the "Bottle Recipient" specified below. If you are notified by the regulatory agency that the testing requirements have changed, you must forward a copy of the notification to SLI immediately.

**2. Compliance Assurance:** SLI will determine your compliance with monitoring schedules on a monthly basis. If SLI has not received samples by the end of the monitoring period, SLI will notify you before the end of the monitoring period. If any testing results are over the maximum contaminant level (MCL), SLI will re-check the results to ensure accuracy. SLI will notify you of any exceedances prior to submitting results to the regulatory agency.

**3. Re-samples:** A re-sample may be required whenever there is an MCL exceedance, quality control failure or other problem with the sample. If a re-sample is required SLI will contact you by email or telephone. SLI will also notify the regulatory agency if applicable.

**4. Reporting Results:** SLI will furnish one copy of each final report to the "Report Recipient" specified below via electronic mail. SLI will also report all drinking water results to the applicable regulatory agency.

**5. Invoicing:** SLI will send an invoice to the "Invoice Recipient" specified below on a monthly basis via electronic mail. You are responsible for paying for all samples, re-samples and other services including courier service and monthly management fees if applicable. If monthly services are less than \$50.00, the entire annual amount for the monthly service will be included on the first invoice.

**6. Method of Payment:** You agree to pay for services as stated in the price quotation or according to our then current fee schedule if there is no other written agreement as to price. You also agree to pay invoices within 30 days of receipt of invoice and agree to pay interest on unpaid balances beginning 31 days after receipt of invoice at the rate of 1.5% per month.

**7. Subcontracting:** SLI reserves the right to subcontract any portion of the services with prior notification.

**8. Force Majeure:** SLI will have no liability for nonperformance caused in whole or in part by causes beyond our reasonable control. Such causes include, but are not limited to, Acts of God or a public enemy, civil unrest, war, labor unrest/strikes, unusually severe weather, power and equipment failures, analytical method limitations, matrix interferences, acts of authorities, and failures of subcontractors or vendors that could not be reasonably anticipated.

**9. Standard of Care:** The service shall be conducted with the level of care and skill ordinarily exercised by a similar environmental laboratory in the same locale acting under similar circumstances and conditions. SLI makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by us to you.

**10. Termination.** This Agreement may be terminated by either party for convenience without cause with a sixty (60) calendar days written notice.

**Proposal Date: 5/26/2021**

**System and FacilityID: DARIEN IL0430270**

**Prepared For: KRISTOFER THROM**

	Bottle Recipient	Report Recipient	Invoice Recipient
Name			
Address			
Phone			
Fax			
Email			

**Acceptance and Approval:**

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Print Name & Title

\_\_\_\_\_  
 Date





**AGENDA MEMO**  
**Municipal Services Committee**  
**July 26, 2021**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74<sup>th</sup> Street and Elm Street in an amount not to exceed \$8,000.

**BACKGROUND**

As general background, the City collects storm water fees referred to as; Fee in Lieu. The fees are collected during new construction and right of way work where Best Management Practices (BMPs) would be difficult to create on a site. BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution. The proposed project will create a quadrant within the Elm and 74<sup>th</sup> Street basin with plantings that will allow storm water to be filtered through the plantings and soils prior to flowing downstream.

The funds on file may only be used for water quality projects such as the proposed. The City has a period of 10 years to utilize the funds on file and are approaching the shelf life. Please recall, the proposed project was targeted for the Nantucket Basin and due to resident opposition was relocated to the proposed site.

The native planting area will take approximately three years to be fully flourishing. Ongoing maintenance such as burns, over seeding and evasive species monitoring and removal will be required. The estimated annual cost for the maintenance is estimated at \$1,000. Staff will include the maintenance for the 2022 budget. The proposal from CBBEL includes a three year monitoring program.

The Staff has reviewed opportunities to enhance the area by converting the area into a natural planting area. Below are stewardship points that promote and support storm water management.

- The project is good for the environment and visual appeal
- The rain garden could be used as an educational tool for local schools
- Adding native plants and flowers will beautify the area and will attract butterflies and native birds (plantings will also include Milkweed plants which promotes the Monarch butterfly)
- Native plants help to improve air quality and drainage

Some specific details about the project:

- Soil/Saturation evaluations would be reviewed to determine the optimal species for the basin
- Pending opportunities, walking pathway(s) may be included
- The parkway, buffer zone, would be maintained as a mowed grass area

As additional information attached and labeled as [Attachment A](#) regarding Native Planting Areas

<https://www.nrcs.usda.gov/wps/portal/nrcs/il/plantsanimals/>  
[https://www.chicagobotanic.org/plantinfo/landscaping\\_native\\_plants](https://www.chicagobotanic.org/plantinfo/landscaping_native_plants)

The proposal from CBBEL includes the following:

**Task 1** – Field Reconnaissance: CBBEL staff will visit the properties to assess the sites for planting types and locations.

**Task 2** – Plan and Specifications: CBBEL staff will prepare a plan view drawing highlighting the planting areas, seed mixes and planting requirements. The plan and specifications will also contain short-term (3-year) contractor required maintenance and monitoring, and contain a recommended long-term maintenance and monitoring plan for the City of Darien (City) to follow.

**Task 3** – Bid Documents: CBBEL will prepare a bid package for the City to include with their typical contract documents. CBBEL will provide a list of qualified contractors to the City for their use transmitting the request for proposals. CBBEL will help the City review received proposals, and make a recommendation as to which contractor we recommend selecting.

**Task 4** – Project Oversight: CBBEL staff will visit the site periodically during installation, and over the 3-year maintenance and monitoring period to observe site conditions, note existing conditions, and make recommendations regarding action items to be completed to ensure the site is successfully converted to native vegetation. Following each visit, CBBEL will prepare a brief memorandum that will be provided to the City.

**FEE ESTIMATE**

Tasks 1-3	\$ 5,000
Task 4	\$ 3,000
Total Cost	\$ 8,000

The funding for the project is inclusive of the FY21-22 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21-22 BUDGET	PROPOSED EXPENDITURE	BALANCE FOR PLANTING
07-85-4379	STORM WATER FEE IN LIEU OF CBMP	\$73,000	\$ 8,000	\$65,000

**STAFF RECOMMENDATION**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74<sup>th</sup> Street and Elm Street in an amount not to exceed \$8,000.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the August 2, 2021 City Council agenda for forma consideration formal approval.



# Native Plants

Warm Season Grasses, Flowers and Legumes

## Warm Season Grasses



*Big Bluestem*  
 (Andropogon gerardii)

Spreads by short rhizomes  
 Somewhat bunchy  
 Grows 6 to 9 feet tall

**Identification Tips:**

Sheath: Round to somewhat flattened, open, often purplish at the base, usually hairy

Blade: Rolled in the bud shoot, silky hairs widely dispersed on the upper leaf surface

Ligule: Small membranous



*Little Bluestem*  
 (Schizachyrium scoparium)

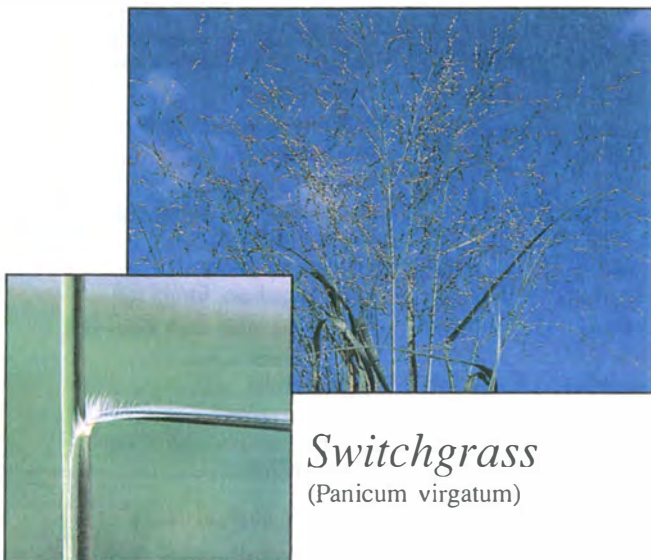
Strong bunch grass  
 Grows 2 to 4 feet tall

**Identification Tips:**

Sheath: Flattened, open, often purplish at the base

Blade: Folded in the bud shoot, folded along the midrib, narrow

Ligule: Small membranous



*Switchgrass*  
 (Panicum virgatum)

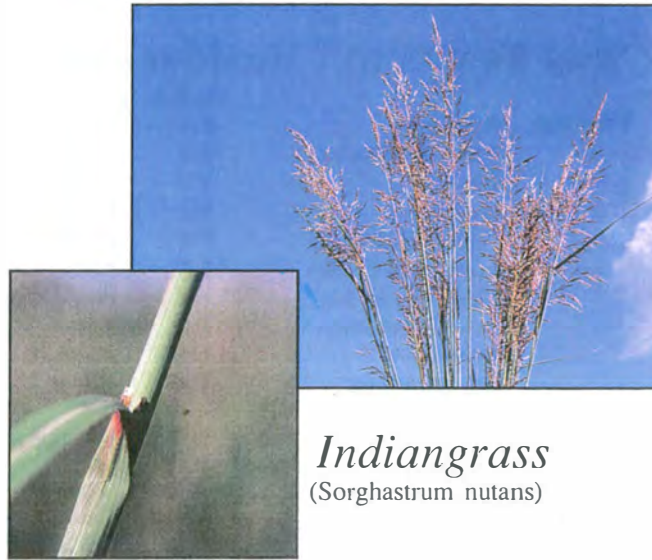
Sod forming, 3 to 6 feet tall

**Identification Tips:**

Sheath: Round, open, white to purplish tinged below

Blade: Rolled in the bud shoot, flat up to 1/2-inch wide

Ligule: Fringe of hairs with a dense mat of hairs extending onto the upper leaf surface



*Indiangrass*  
 (Sorghastrum nutans)

Spreads by short rhizomes, somewhat bunchy, 3 to 6 feet tall

**Identification Tips:**

Sheath: Round, open, may be hairy at the base

Blade: Rolled in the bud shoot, flat, narrowed at base

Ligule: Prominent, membranous, clawlike -- often referred to as a rifle sight



## Prairie Flowers



**Black-eyed Susan**  
(*Rudbeckia hirta*)

2-5' tall, blooms July-Sept., prefers dry sites, 100,000 seeds/oz.

## Legumes



**White Wild Indigo**  
(*Baptisia lactea*)

2-3' tall, blooms May - June, medium to moist sites, 1585 seeds/oz.



**Yellow Coneflower** (Ratibida pinnata) 2-5' tall, blooms July-Sept., dry to moist sites, 27,000 seeds/oz



**Canada Tick Trefoil** (Desmodium canadense) 1-5' tall, blooms July-August, moist sites, 4,500 seeds/oz

## Other Plants to Consider

Check state plant reference manuals for species occurrence and status.

		Ht. in ft.	Flower Color	Flower Date	Seeds/Oz.	Preferred Site
<b>Flowers</b>	Bergamot	2-4'	Purple/Pink	Jul/Sept	78,000	Medium to moist, deep silts
	Butterfly Milkweed	2-3'	Orange	Jun/Aug	3,500	Dry to medium
	Cupplant	3-6'	Yellow	Jul/Sept	1,400	Medium to moist
	Leadplant	2-3'	Purple	Jun/Jul	17,000	Dry to medium, Sandy soil
	Purple Coneflower	2-4'	Purple	Jun/Jul	4,500	Dry to medium
	Rattlesnake Master	2-6'	Green	Jun/Aug	8,000	Medium to moist
	Rough Blazing Star	1-4'	Purple/Pink	Aug/Sept	13,000	Dry to medium, Sandy soil
	Showy Sunflower	3-7'	Yellow	Jul/Aug	4,500	Dry to medium, Rich deep silts
	Spiderwort	1-2'	Purple/Blue	May/Jul	8,000	Dry to moist
	Stiff Goldenrod	3-4'	Yellow	Aug/Oct	45,000	Dry to moist
<b>Legumes</b>	Purple Prairie Clover	1-2'	Purple/Red	Jul/Aug	20,000	Dry to medium, well drained
	Roundheaded bush clover	2-4'	White	Aug/Sept	10,000	Dry to moist
<b>Grasses</b>	Side-oats grama	1-3'	—	Jul/Aug	—	Dry sites, Shallow, rocky

In cooperation with NRCS Plant Materials Program. Photos courtesy USDA-NRCS Iowa, Wisconsin and Wisconsin DNR

USDA-NRCS is an equal opportunity employer, provider, and lender. NRCS: Helping People Help the Land.





## Landscaping with Native Plants



With growing awareness of the impact of climate change, many gardeners are reconsidering the important roles that native plants can play in home landscapes. But just because a plant has been growing somewhere for as long as anyone can remember doesn't mean it's a native plant!

### Going Native



Native plants are those found in a specific region that began growing there naturally, without being introduced either directly or indirectly by nonnative settlers. These regions can be small as a locality, or as large as several states. But the closer they naturally grew to where you live, the more adapted they are to conditions in your landscapes.

When choosing ornamental plants, it's easy to forget how important native plants are. Native plants are essential to the web of life that includes birds and other wildlife, beneficial insects, and important microorganisms living in native soils. These natural communities evolved together, over a long period of time, into what are often called ecosystems. Ecosystems provide each member of the community with habitat in which live, and food or nutrients on which to survive.

Invasive species, often nonnative plants that are not a natural part of the community, can severely disrupt and overwhelm an ecosystem's delicate balance of life. Without natural checks and balances, they often grow so rampantly that they choke out native plants. The unfortunate result is less biodiversity, and an ecosystem that needs to be restored.

Urban development also has a negative effect on ecosystems, causing native habitats to become fragmented, and making it harder for birds to migrate, bees to pollinate, and for wildlife to survive. Forward-thinking leaders are looking for ways to knit these fragments into life-sustaining corridors.

### The Many Benefits of Native Plants

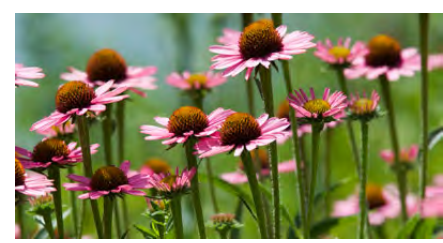


All of these changes in the environment have many home gardeners reconsidering the benefits of landscaping with native plants. Plants native to the Midwest have adapted to the harshest winters, tolerate droughts, and flourish in local soils. Once established, they usually need less supplemental water and fertilizer, if any at all.

Since they are accustomed to our challenging conditions, native plants often experience less vigor-zapping stress than nonnative plants, which usually means fewer pest and disease problems. This often results in less time and money spent maintaining them, and fewer garden chemicals added to the environment.

And because many native plants are deep-rooted—it's the way they survive drought—they are able to store more carbon from the atmosphere than short-lived plants. As part of photosynthesis, all plants absorb and store carbon. But long-lived and deep-rooted native plants are able to store more for longer periods of time, giving homeowners an easy but important way to help mitigate the effects of global warming.

## Know Which Natives Go Where



But native plants won't be happy growing just anywhere. Some are accustomed to the dappled sunlight of woodlands, others to the sun-drenched prairies. Many play special roles in wetlands. Each of these habitats offers different soil and moisture conditions. When using native plants in your garden, the best results occur when plants are matched to the sun and soil conditions it has (or had) in a native home.

Including native plants in home landscapes replaces what's been lost to development and encourages plant diversity, helping to revitalize and restore our complex natural world. They also provide an important sense of place, providing a living connection to our past, and a hopeful way to grow a greener future, one plant at a time.

## Plant Information (/plantinfo)

- [Plant Information Service \(/plantinfoservice\)](#)
- [Plant Finder \(/plantcollections/plantfinder\)](#)
- [Gardening Tips and Techniques \(/plantinfo/gardening\\_tips\\_and\\_techniques\)](#)
- [Monthly Gardening Checklists \(/plantinfo/checklist\)](#)
- [Frequently Asked Plant Questions \(/plantinfo/faq\)](#)
- [Smart Gardener \(/plantinfo/smart\\_gardener\\_0\)](#)
- [Plant Profiles \(/plantinfo/pp/\)](#)
- [Pests and Problems \(/plantinfo/pests\\_and\\_problems\)](#)
- [Bloom Chart \(/plantinfo/bloom\\_chart\)](#)
- [Tomato Talk \(/tomatotalk\)](#)
- [Plant Trials Articles \(/plantinfo/plant\\_trials\\_articles\)](#)
- [Fact Sheets \(/plantinfo/factsheets\)](#)
- [Urban Forest Adaptive Planting \(/plantinfo/tree\\_alternatives\)](#)
- [Importance of Fungi \(/fungi\)](#)

## Visit (/visit)

1000 Lake Cook Road  
Glencoe, IL 60022  
[Directions \(/visit/directions\)](#)  
[Garden Map \(/visit/map\)](#) Smartphone App (<https://www.chicagobotanic.org/app>)  
Admission is free.  
Parking rates [\(/visit\)](#) apply.

## Connect

Customer Service: (847) 835-6801  
Main: (847) 835-5440  
Member: (847) 835-8215  
[E-newsletter Updates \(/email\\_app\)](#)  
[Garden Blog \(/blog\)](#)  
Press Room  
[\(/pr\)](#) Credits [\(/credits\)](#)  
[Privacy Policy \(/privacy\)](#)

## Daily Hours (/visit/hours)

Today, July 21, 2021  
8 a.m. – 8 p.m.



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE LAWN CONVERSION TO NATIVE PLANTINGS AT THE SOUTH EAST QUADRANT OF 74TH STREET AND ELM STREET IN AN AMOUNT NOT TO EXCEED \$8,000**

**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 authorize the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74<sup>th</sup> Street and Elm Street in an amount not to exceed \$8,000., a copy of which is attached here to as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of August, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

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

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

June 16, 2021

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Dan Gombac

Subject: Professional Services Proposal to Prepare Plans, Specifications and Bid Documents to Convert the Eleanor Place and 74<sup>th</sup> Street Properties to Native Vegetation, Darien, DuPage County, IL

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) proposes to prepare plans, specifications, and bid documents to convert the lawns on the vacant properties located south of Elm Street and south of 74<sup>th</sup> Street and east of Eleanor Street, to native vegetation. Included in this proposal are our Scope of Services and Fee Estimate.

### **SCOPE OF SERVICES**

The following services are proposed. We can complete Tasks 1 through 3 in approximately 15 business days from notice to proceed.

**Task 1 – Field Reconnaissance:** CBBEL staff will visit the properties to assess the sites for planting types and locations. We assume that there will be at least a mower's width (6 feet) of lawn retained around the combined property perimeter to allow for native vegetation edge control and for maintenance purposes, i.e. sidewalk and neighbors. We will evaluate the properties for other issues which would affect the plantings and incorporate identified issues into the plans and specifications.

**Task 2 – Plan and Specifications:** CBBEL staff will prepare a plan view drawing highlighting the planting areas, seed mixes and planting requirements. No grading is proposed for this project. The plan and specifications will also contain short-term (3-year) contractor required maintenance and monitoring, and contain a recommended long-term maintenance and monitoring plan for the City of Darien (City) to follow.

**Task 3 – Bid Documents:** CBBEL will prepare a bid package for the City to include with their typical contract documents. CBBEL will provide a list of qualified contractors to the City for their use transmitting the request for proposals. CBBEL will help the



City review received proposals, and make a recommendation as to which contractor we recommend selecting.

Task 4 – Project Oversight: CBBEL staff will visit the site periodically during installation, and over the 3-year maintenance and monitoring period to observe site conditions, note existing conditions, and make recommendations regarding action items to be completed to ensure the site is successfully converted to native vegetation. Following each visit, CBBEL will prepare a brief memorandum that will be provided to the City.

**FEE ESTIMATE**

We estimate the costs of the services to be the following:

Tasks 1-3	\$ 5,000
Task 4	\$ 3,000

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, and messenger services are not included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,



Michael E. Kerr, 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**  
**APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

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, 2020.



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 and 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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**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
June 21, 2021**

**PRESENT:** Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson,  
Alderman Joseph Kenny, Dan Gombac – Director, Mayor Joseph Marches, Bryon  
Vana, City Administrator, Elizabeth Lahey - Secretary

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Thomas Belczak called the meeting to order at 6:20 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

**NEW BUSINESS**

- a. **Resolution - Authorizing the purchase of one (1) new Water Main Service Trailer from Arizona Trailer Specialists dba C & I Equipment Co. in an amount not to exceed \$32,140.00.**

Mr. Dan Gombac, Director reported that the watering trailer is used as a part of the fleet for watering plantings, restorations, (turf and seed), washing down of streets after maintenance repairs, and tree watering. He reported that this equipment is an essential part of the fleet as it promotes to establish optimal growth and provides cleanliness upon completion of excavations.

Mr. Gombac reported that the pump & trailer are 12 years old and has served its useful life and that the new trailer will be equipped with a side sprayer, a wireless mechanical nozzle which allows the controlled flow and water spray and used on a daily basis during the summer and fall season and also during the off-season to wash down roadways from excavations such as water main breaks.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution authorizing the purchase of one (1) new Water Main Service Trailer from Arizona Trailer Specialists dba C & I Equipment Co. in an amount not to exceed \$32,140.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

- b. **Resolution - Authorizing the purchase of one (1) Waterdog Sprayer from Air One Equipment in an amount not to exceed \$7,759.00.**

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution authorizing the purchase of one (1) Waterdog Sprayer from Air One Equipment in an amount not to exceed \$7,759.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

- c. Resolution – Accepting the unit price proposal from Hispano Lawn Maintenance & Landscaping Co. dba HL Landscape for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$31,145.00.**

Mr. Dan Gombac, Director reported that this Resolution is for the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program. He reported staff advertised and received one bid with the sole bidder Hispano Lawn Maintenance & Landscaping Co.

There was some discussion regarding the storm and potentially needing additional trees. Mr. Gombac proposed that there may be a need for 100 additional trees at \$400 per tree.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of Resolution accepting the unit price proposal from Hispano Lawn Maintenance & Landscaping Co. dba HL Landscape for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$71,000.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

- d. Resolution – Authorizing the services for the purchase and installation of an in-ground irrigation system for the planter beds located at 75th Street and Plainfield Rd from Dynamic Irrigation in an amount not to exceed \$79,280.00.**

Mr. Dan Gombac, Director reported that this Resolution authorizes services for the purchase and installation on an in-ground irrigation system. He reported that staff cannot provide efficient watering during the summer.

Alderman Gustafson questioned the cost and why it was needed.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of Resolution authorizing the services for the purchase and installation of an in-ground irrigation system for the planter beds located at 75th Street and Plainfield Rd from Dynamic Irrigation in an amount not to exceed \$79,280.00.**

**Upon voice vote, the MOTION CARRIED 2-1. Alderman Gustafson voted nay.**



- e. **Motion - Authorizing a \$15,000 expenditure for essential materials and services to supply and transition the irrigation system for the planter beds located at 75th St and Plainfield Rd to the City's water system.**

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

**Alderman Kenny made a motion, and it was seconded by Alderman Belczak authorizing a \$15,000 expenditure for essential materials and services to supply and transition the irrigation system for the planter beds located at 75th St and Plainfield Rd to the City's water system.**

**Upon voice vote, the MOTION CARRIED 2-1. Alderman Gustafson voted nay.**

- f. **Resolution – Authorizing the purchase of one (1) new SkyJack electric powered scissor lift model SJ3220 from Lift Works Inc. in an amount not to exceed \$15,475.00.**

Mr. Dan Gombac, Director reported that the original banners were purchased in 2017 and particularly, the summer banners have severely faded and are no longer aesthetically pleasing. He reported that many of the banners have also sustained damage from high winds and ultraviolet light and that staff has been replacing the banners on as need basis and has determined that the existing summer banners have exceeded their useful life.

Mr. Gombac reported that the City requested quotes for 125 mesh summer banners and received one responsive bid from Bannerville USA. He reported that the vendor is a local company and has been providing replacement banners with excellent service.

Mr. Gombac reported that the mayor has also requested banners for September 11<sup>th</sup>.

Alderman Belczak stated that he did not want to see outside groups putting up a banner.

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the purchase of one (1) new SkyJack electric powered scissor lift model SJ3220 from Lift Works Inc. in an amount not to exceed \$15,475.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

- g. **Resolution - Authorizing the purchase of 125 banners from Bannerville USA in an amount not to exceed \$13,760.00.**

Mr. Dan Gombac, Director reported that over the last few years, staff has discussed solutions to the drainage issues at Holly Park with the Park District staff. He reported that the Park District has been successful in implementing a native planting area at Chestnut Park for several years and that the environmental benefits of such areas have been demonstrated in the past and with both staffs' collaborated efforts to convert specific turf areas into native plantings at Holly Park.

Mr. Gombac reported that the total cost for the project will be shared by both agencies and special funds will be used.

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

**Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the purchase of 125 banners from Bannerville USA in an amount not to exceed \$13,760.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**h. Resolution – Authorizing a reimbursement for a Native Area Planting-Holly Park, to the Darien Park District for the amount of \$7,445.00.**

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

**Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing a reimbursement for a Native Area Planting-Holly Park, to the Darien Park District for the amount of \$7,445.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**i. Resolution - Accepting a quote from National Wash Authority LLC, for the pressure washing services for the City's potable water tanks at a cost not to exceed \$19,900.00.**

Mr. Dan Gombac, Director reported that the scope of work calls out for pressure power washing at all of the City's elevated water towers. He reported that the tanks are susceptible to dirt and mildew primarily due to climate temperature differentials between potable water, steel tank and the atmosphere.

Mr. Gombac reported that the company uses a frictionless method of washing and that there will be no direct contact of equipment with the tank itself. He stated that the process utilizes a soft washing technique which includes a bleach soak and soap rinse and a mildew inhibitor applied to prolong the return of mildew growth on the tanks and inspect the exterior of the tanks for any deficiencies.

Mr. Gombac reported that pressure washing was done approximately 7 years ago and references for the vendor have been verified with positive responses.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a quote from National Wash Authority LLC, for the pressure washing services for the City's potable water tanks at a cost not to exceed \$19,900.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**



**j. Resolution - Approval to accept a Storm Sewer Easement from the following property: 7929 Glen Lane 09-34-208-004.**

Mr. Dan Gombac, Director reported that the property owners at 7929 Glen Lane have agreed to grant a storm sewer easement to the City in anticipation of an upcoming rear yard drainage project. He reported that the scope of work includes installing an under drainpipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Glen Lane.

Mr. Gombac reported that the easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage. He reported that staff has reached out to the residents for a storm sewer easement to be dedicated only to the City of Darien and that the plat requires City Council approval and will be recorded by DuPage County.

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

**Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of a Resolution to accept a Storm Sewer Easement from the following property: 7929 Glen Lane 09-34-208-004.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**k. Resolution - Authorizing the purchase of one new trailer mounted high pressure sewer cleaner from Hot Jet USA, Model XF21240UHO, in an amount not to exceed \$33,245.00.**

Mr. Dan Gombac, Director reported that the Municipal Services Department owns and maintains rear yard drainage infrastructure throughout the City and that the services of a smaller jet cleaning equipment are required to get into rear yards and or parks to address blockages within pipes that range from 4-12 inches. He reported that currently these services are outsourced, and the County of DuPage has also assisted.

Mr. Gombac reported that the proposed equipment will allow the Department to perform the services of jetting and cleaning rear yard basins as part of a maintenance program as well as responding to clogged pipe situations immediately.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the purchase of one new trailer mounted high pressure sewer cleaner from Hot Jet USA, Model XF21240UHO, in an amount not to exceed \$33,245.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**I. Resolution - Authorizing the purchase of one (1) new HP DesignJet XL 3600dr PostScript Multifunction Printer from MasterGraphics Incorporated in an amount not to exceed \$14,318.00.**

Mr. Dan Gombac, Director reported that the proposed printer and color copier would be replacing an obsolete 2010 large copy printer. He reported that the new plotter and color printer would be linked to the server allowing anyone the ability to print black and white or color maps which are often used to show projects for budget purposes and storyboards for the public as well as field plans for the City.

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

**Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the purchase of one (1) new HP DesignJet XL 3600dr PostScript Multifunction Printer from MasterGraphics Incorporated in an amount not to exceed \$14,318.00.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**m. Minutes – May 24, 2021 Municipal Services Committee**

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of the May 24, 2021 Municipal Services Committee Meeting Minutes.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**DIRECTOR'S REPORT**

Mr. Dan Gombac, Director reported on the recent tornado damage to the area. He reported that there were 10 buildings with structural damage and numerous trees down. Mr. Gombac reported that he has been in contact with DuPage County and they sent bucket trucks and chippers and crew. He further reported that Homer Tree will be working as well and that residents are getting assistance with the removal debris off of driveways.

Mr. Gombac reported that there was no damage to City property.

**NEXT SCHEDULED MEETING**

Chairperson Belczak announced that the next meeting is scheduled for Monday, July 26, 2021.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 6:55 p.m.**



**RESPECTFULLY SUBMITTED:**

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**Thomas Belczak**  
**Chairman**

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**Eric Gustafson**  
**Alderman**

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**Joseph Kenny**  
**Alderman**