

AGENDA
Municipal Services Committee
November 24, 2014
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **2100 Manning Road, Manning Woods Subdivisions:** Petitioner seeks approval of the following:
 1. Rezoning the property from the R-1 Single Family Residence to the R-2 Single-Family Residence zoning district
 2. Variations from the Zoning Ordinance:
 - a. To reduce the minimum lot area from 10,000 to 6,670 square feet for one lot and to 7,200 square feet for 25 lots, Section 5A-7-2-5(A).
 - b. To reduce the minimum interior lot width from 75 feet to 55.66 feet for one lot and to 60 feet for 25 lots, Section 5A-7-2-5(a).
 - c. To reduce the minimum corner lot width from 85 feet to 62.36 feet, Section 5A-7-2-5(A).
 - d. To reduce the minimum front yard setback from 35 feet to 25 feet, Section 5A-7-2-6(A).
 - e. To reduce the interior side yard setback from 10 feet to 5.66 feet for one lot, Section 5A-7-2-6(A).
 3. Variations from the Subdivision Regulations:
 - a. To reduce the minimum minor street right-of-way width from 66 feet to 55 feet, Section 5B-1-7(B)(6).
 - b. To reduce the minimum minor street pavement width from 30 feet to 27 feet, Section 5B-1-7(B)(6).
 - c. To reduce the minimum street curve centerline radius from 150 feet to 42.5 feet, Section 5B-1-8(G)(1)(a).
 - d. To reduce the minimum interior side yard utility easement from 6 feet to 5.66 feet for one lot, Section 5B-1-7(e)(1).
 4. Preliminary plat of subdivision for a 26-lot residential subdivision.
 - b. **Discussion** – BYOB Survey results
 - c. **Discussion** - Hinsdale South High School Parking Survey
 - d. **Resolution** – To enter into an engineering agreement with Christopher B Burke Engineering, Ltd for the 2015 Street Maintenance Program in an amount not to exceed \$30,194.00

- e. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2015 Street Maintenance Program in an amount not to exceed \$12,000.00
 - f. **Minutes** – October 27, 2014 Municipal Services Committee
- 4. **Director's Report**
 - a. Illinois Clean Energy Grant Award
- 5. **Next scheduled meeting** – December 22, 2014
- 6. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 24, 2014

Issue Statement

PZC 2014-09: 2100 Manning Road, Manning Woods Subdivision: Petitioner seeks approval of the following:

1. Rezoning the property from the R-1 Single-Family Residence to the R-2 Single-Family Residence zoning district.
2. Variations from the Zoning Ordinance:
 - a. To reduce the minimum lot area from 10,000 to 6,670 square feet for one lot and to 7,200 square feet for 25 lots, Section 5A-7-2-5(A).
 - b. To reduce the minimum interior lot width from 75 feet to 55.66 feet for one lot and to 60 feet for 25 lots, Section 5A-7-2-5(A).
 - c. To reduce the minimum corner lot width from 85 feet to 62.36 feet, Section 5A-7-2-5(A).
 - d. To reduce the minimum front yard setback from 35 feet to 25 feet, Section 5A-7-2-6(A).
 - e. To reduce the interior side yard setback from 10 feet to 5.66 feet for one lot, Section 5A-7-2-6(A).
3. Variations from the Subdivision Regulations:
 - a. To reduce the minimum minor street right-of-way width from 66 feet to 55 feet, Section 5B-1-7(B)(6).
 - b. To reduce the minimum minor street pavement width from 30 feet to 27 feet, Section 5B-1-7(B)(6).
 - c. To reduce the minimum street curve centerline radius from 150 feet to 42.5 feet, Section 5B-1-8(G)(1)(a).
 - d. To reduce the minimum interior side yard utility easement from 6 feet to 5.66 feet for one lot, Section 5B-1-7(E)(1).
4. Preliminary plat of subdivision for a 26-lot residential subdivision.

Applicable Regulations:

Subdivision Regulations: Section 5B of the City Code
Zoning Ordinance: Section 5A of the City Code

General Information

Petitioner:

Paul Swanson
2100 Manning Road, LLC
401 E. Prospect Avenue
Mt. Prospect, IL 60056

Property Owner:

Philip and Denise Gardner Trust
2100 Manning Road
Darien, IL 60561

Property Location:

2100 Manning Road

PIN:

09-29-400-010

Existing Zoning: R-1 Single-Family Residence
Existing Land Use: Single-family residence
Proposed Zoning: R-2 Single-Family Residence
Proposed Land Use: Single-family detached homes, 26 lots
Comprehensive Plan Update: Low Density Residential

Surrounding Zoning and Land Use:

North: B-3 General Business District: Darien Towne Center
East: R-2 Single-Family Residence: single-family homes
South: R-2 Single-Family Residence: single-family homes
West: B-3 General Business District and R-2 Single-Family Residence: Darien Towne Center and single-family homes

Size of Property: 7.6 acres
Floodplain: There is not floodplain on the property; however, at the northeast corner of the property there is a wetland on and adjacent to the property.
Natural Features: Trees and brush cover the property, trees are generally in poor condition.
Transportation: Property has frontage on Manning Road. Subdivision provides a new street.
History: In 2010, the property owner presented a concept plan for a 52 townhomes in 13 buildings.
Earlier this year, the petitioner presented a concept plan for a 29-lot single-family residential subdivision.

Documents Submitted

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

1. Preliminary Plat, 1 sheet, prepared by R.E. Allen and Associates, Ltd., most recent revision dated October 1, 2014.
2. Preliminary Engineering, 1 sheet, prepared by Pearson, Brown and Associates, most recent revision dated October 1, 2014.

Planning Overview/Discussion

The subject property is located on the north side of Manning Road west of Fairview Avenue. The petitioner is seeking approval of a 26-lot residential subdivision of detached single-family homes served by a new street. The plan provides two outlots for stormwater detention.

The petitioner is requesting to rezone the property from R-1 to R-2 Single-Family Residence. When the property was annexed in 2010 it was automatically zoned R-1 Single-Family Residence. The surrounding residential zoning is R-2. The R-2 zoning district allows for smaller lots than under the R-1 zoning district. The Comprehensive Plan Update designates the property as Low-Density residential, which can be either R-1 or R-2 zoning classification.

The subdivision requires several variations from the Zoning Ordinance and Subdivision Regulations. The table below summarizes the requested variations:

	Minimum Requirement	Request
Minimum lot area	10,000 square feet	7,200 square feet – 25 lots 6,688 square feet – 1 lot (Lot 20)
Minimum interior lot width	75 feet	60 feet – 25 lots 55.7 feet – 1 lot (Lot 20)
Minimum corner lot width	85 feet	62.4 feet
Front yard setback	35 feet	25 feet
Interior side yard setback	10 feet	5.7 feet – 1 lot (Lot 20)
Minor street right-of-way width	66 feet	55 feet
Minor street pavement width (back of curb to back of curb)	30 feet	27 feet
Minor street curve centerline radius	150 feet	42.5 feet

The lot width is measured at the front yard setback line.

Staff does not object to the requested variations related to lot dimensions. Staff recognizes not everyone wants to own and maintain the same size lot, the availability of different lot sizes within a community provides choices for residents, in the same way different housing types (detached single-family homes, townhomes, condominiums, apartments) provide housing choices for residents. Regulations are in place to require green space (yards) on each lot, lot coverage is regulated. The home footprint cannot exceed 35% of the lot area, total lot coverage (all structures) is limited to 50% of the lot area, 10-foot side yards are maintained between homes.

The developer will need to consider patio and decks when configuring homes on the lots. Patios and decks are permitted to extend 10 feet into the required 30-foot rear yard setback, i.e., at least 20 feet from rear lot lines.

The petitioner submitted a tree survey for staff review. The tree survey notes the vast majority of the trees on the property are in poor condition, including the Osage Orange Trees located along the east property line. City Code does not require tree preservation. The plan includes a 5-foot wide landscape easement along the outside of the new street to accommodate parkway trees. Tree planting and utility placement will need to be coordinated.

The preliminary engineering plan notes native plantings in both detention basins, i.e., knee high vegetation such as mesic prairie and wet meadow plants. The basins will have a wetland bottom, ponding is likely to occur in some areas some of the time. The native plantings meet water quality requirements under the DuPage County Countywide Stormwater and Floodplain Ordinance.

Staff did not require a traffic study; staff does not anticipate traffic issues given the number of lots proposed. As a comparison, the subdivision to the east, G. & H. Farmingdale Ridge Unit 4, has 51 lots with one-way in/out onto Fairview Avenue. The main street in the subdivision has a similar street curve radius as proposed in Manning Woods with a 60-foot right-of-way width. Staff is not aware of traffic problems related to Farmingdale Ridge Unit 4.

The new street is classified as a minor street. Staff does not object to the proposed street right-of-way width, street pavement width or curve radius given the size of the property and the number of lots served.

In a letter dated October 14, 2014, the Darien-Woodridge Fire Protection District accepts the plan as submitted.

In a letter dated October 24, 2014, from Dan Lynch, PE, Christopher B. Burke Engineering, there are several comments that need to be addressed. Under Preliminary Engineering Plan, comment #2, staff supports extending the public sidewalk along Manning Road and curb ramps as noted. DuPage County will have to review wetland impacts, this can be handled at final plat.

Per Section 5B-1-5(B)(6) of the Subdivision Regulations, upon approval of a preliminary plat by the City Council, the petitioner has one year to apply for final plat approval.

The rezoning request must address the following criteria for approval:

1. Existing uses of property within the general area of the property in question, and the resulting character of the general area.
2. The zoning classifications of property within the general area of the property in question.
3. The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use.
5. The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted.
6. The policies of all current official plans or plan elements of the City.

The variation requests must address the following criteria for approval:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Concerning variations from the Subdivision Regulations, the Planning and Zoning Commission may recommend variations from the requirements in cases which are in harmony with the intent and purpose of the Comprehensive Plan, Zoning Map and Subdivision Regulations.

Staff Findings/Recommendations

The proposed rezoning from R-1 to R-2 Single-Family Residence is consistent with the City's Comprehensive Plan Update and surrounding residential zoning districts.

While the proposed lots are smaller than the typical lot in Darien, staff finds the lot sizes provide enough area for a single-family home and yard. Furthermore, regulations are in place to prevent the entire lot from building occupied by the home, accessory structures and impervious surfaces. Staff finds the proposed variations from the Zoning Ordinance will not adversely alter the essential character of the neighborhood of single-family detached homes, will not impair the adequate supply of light and air in adjacent properties or increase congestion in the public streets, will not increase the danger of fire or endanger the public safety.

Staff finds the proposed street is configured to adequately serve the proposed subdivision and is consistent with the intent of the Subdivision Regulations.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation approving the petitions:

Based upon the submitted petition and the information presented, the request associated with PZC 2014-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition subject to the following conditions:

1. **Petitioner to address engineering comments noted in a letter dated October 24, 2014, from Dan Lynch, PE, Christopher B. Burke Engineering.**

Planning and Zoning Commission Review – November 19, 2014

The Planning and Zoning Commission considered this matter at its meeting on November 19, 2014. The following members were present: Raymond Mielkus – Acting Chairman, John

Laratta, John Lind, Louis Mallers, Pauline Oberland, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Beverly Meyer – Chairman, Ronald Kiefer, Kenneth Ritzert and Susan Vonder Heide.

Michael Griffith, Senior Planner, reviewed the staff agenda memo, noted the location of the proposed subdivision, the requested variations and described the development plan. He noted there is a wetland at the northeast corner of the property requiring County review before the City can approval final plans. He noted the reviews by the City Engineer, Fire District and City's Municipal Services Department. He noted this is a preliminary plan, and if approved, the developer would have to come back with final plans with more details, including stormwater management.

Mr. Griffith noted an anonymous letter was submitted raising several concerns. He noted the letter describes the wrong plan being considered.

Paul Swanson, 2100 Manning Road, LLC, petitioner and developer, stated the property is a buffer between an intense commercial use and single-family homes, which could lend the property to multi-family or townhomes. He stated the best use is single-family homes consistent with the surrounding residential area. He noted the wetland and wetland plantings in the detention basins.

Mr. Swanson stated 10-foot side yards are met, except for one side yard at 5.7 feet abutting a rear yard. He stated 30-foot rear yards are met but is asking to reduce the front yard setback from 35 to 25 feet.

Mr. Swanson stated the target buyers are both seniors and younger professionals who do not want large lots but who still want a single-family home. He stated the property is not flat but slopes, stating the smaller lots work better than larger lots given the topography. He stated the homes would be priced at a minimum of \$415,000 and would be approximately 2,700 – 3,000 square feet in area. He noted the average home sales in the area are \$330,000.

He stated the homes will not be the same style as existing homes in the area, and therefore these homes will not dilute the housing market since there will be more choice as to home styles.

Mr. Swanson stated he does not have a builder at this time; he is only developing the property.

Mike Bartel, Hamilton Lane, expressed concern putting a large home on a small lot. He stated the lots in the area are 75 feet wide and 10,000 square feet. He suggested the street should loop on the property with only one entrance off of Manning Road. He stated his concern with cutting down the trees, stating wildlife will move south of Manning Road. He stated his concern with the street width and curve radius, concerned with emergency vehicle and public works vehicle access. He stated his concern with the reduced side yard for the one lot. He stated other builders had to follow the R-2 standards.

Mr. Swanson stated he will try and save as many trees as possible. He stated the staff report indicates no objection from the Fire District or the City's public works department.

Commission Oberland questioned who would control the property, him or builders, if approved.

Mr. Swanson stated he would sell the lots to one or more builders but ideally one builder would buy all of the lots.

Commissioner Laratta asked if there would be a homeowners association.

Mr. Swanson said a homeowners association would be created to maintain the detention basins.

Commissioner Mallers asked how many lots could fit under the R-2 standards. He asked to confirm the side yard setbacks.

Mr. Swanson stated it would not be economical to go with fewer lots. He noted the side yards are 10 feet, except for the one lot with a 5.7 side yard setback which abuts a rear yard of 30 feet.

Paul Koblesky, Green Valley Road, stated residents should have been notified. He stated 10-foot side yards are a good thing. He stated newer trees are better than the old scrub trees. He questioned where the snow plows would push the snow. He stated the front of the homes will be mostly garages given the smaller lot width. He stated at the stated price for the homes, people will want a 3-car garage, there will not be room for a 3-car garage. He stated his concern with stormwater run-off.

Art Donner, Republican Committeeman, stated the homes described indicate the development will house more children than seniors. He stated in the past home buyers in Darien had specific home plans to choose from, stating his concern that someone could build a blue square house next to an orange round house since the developer is not presenting home plan details.

Nick Patton, Manning Road, stated drivers are going too fast on Manning Road, people need to slow down. He noted there have been accidents recently.

Mr. Swanson stated the narrower street width and tight street curve will slow down traffic within the subdivision.

Kathleen Hodak, Wilton Road, stated the trees on the property should be re-assessed, stating the Osage Orange Trees behind her home should be kept. She stated Darien was developed with 75-foot wide and 10,000 square feet lots which should be maintained.

Mr. Griffith stated there are areas in Darien zoned R-2 with smaller than the minimum required R-2 lot, stating in some cases the subdivision as built while unincorporated and later annexed into Darien. He noted the Darien Ridge Subdivision at 67th Street and Ridge, including Sean Circle, has lots that are 62 feet wide and smaller than 10,000 square feet.

Alex Bartel, Hamilton Lane, stated at the home prices described he thinks people will want larger yards.

Commissioner Lind stated the issue is the bulk of the homes on the lot. He stated he is not in favor of approving a subdivision similar to the Darien Ridge Subdivision. He stated the homes in that subdivision are too large for the lots. He stated he cannot support this plan without controls over the massing of the homes.

Commissioner Oberland asked if there are requirements as to the style and materials for the homes.

Mr. Griffith stated there are no architectural requirements.

Commissioner Oberland stated she understood the concept the plan presents. She stated she has neighbors who would be interested in a smaller lot yet still want to live in a single-family home. She stated everyone wants something different. She stated the City cannot control the home style. She stated the question is whether the lot sizes and variations are appropriate.

Without further discussion, Commissioner Mallers made a motion to recommend DENIAL, seconded by Commissioner Laratta.

Upon a roll call vote, THE MOTION CARRIED by a vote of 4-1.

Ayes: Laratta, Lind, Mallers, Mielkus
Nays: Oberland
Absent: Meyer, Kiefer, Ritzert, Vonder Heide

Municipal Services Committee – November 24, 2014

Staff suggests the petitioner provide details of the type of home to be constructed within the subdivision, addressing concerns over the bulk or massing of the homes.

Decision Mode

Planning and Zoning Commission: November 19, 2014
Municipal Services Committee: November 24, 2014

PAUL SWANSON ASSOCIATES

Real Estate Development and Investments

401 E PROSPECT AVENUE
MT PROSPECT, ILLINOIS 60056

PHONE 847-670-8710
FAX 847-670-8713

October 7, 2014

Michael Griffith, AICP <mgriffith@darienil.gov>
Senior Planner
City of Darien

RE: 2100 Manning Road Rezoning

Michael,

When I got back to the office yesterday after delivering the "Zoning Package" I realized I forgot to include the enclosed "Rezoning Criteria"

Paul

Rezoning Criteria

The rezoning request must address the following criteria for approval

- 1 Existing use of property within the general area of the property in question, and the resulting character of the general area.
- 2 The zoning classifications of property within the general area of the property in question
- 3 The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned.
- 4 The trend of development, if any in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use.
- 5 The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted
- 6 The policies of all current official plans or plan elements of the City.

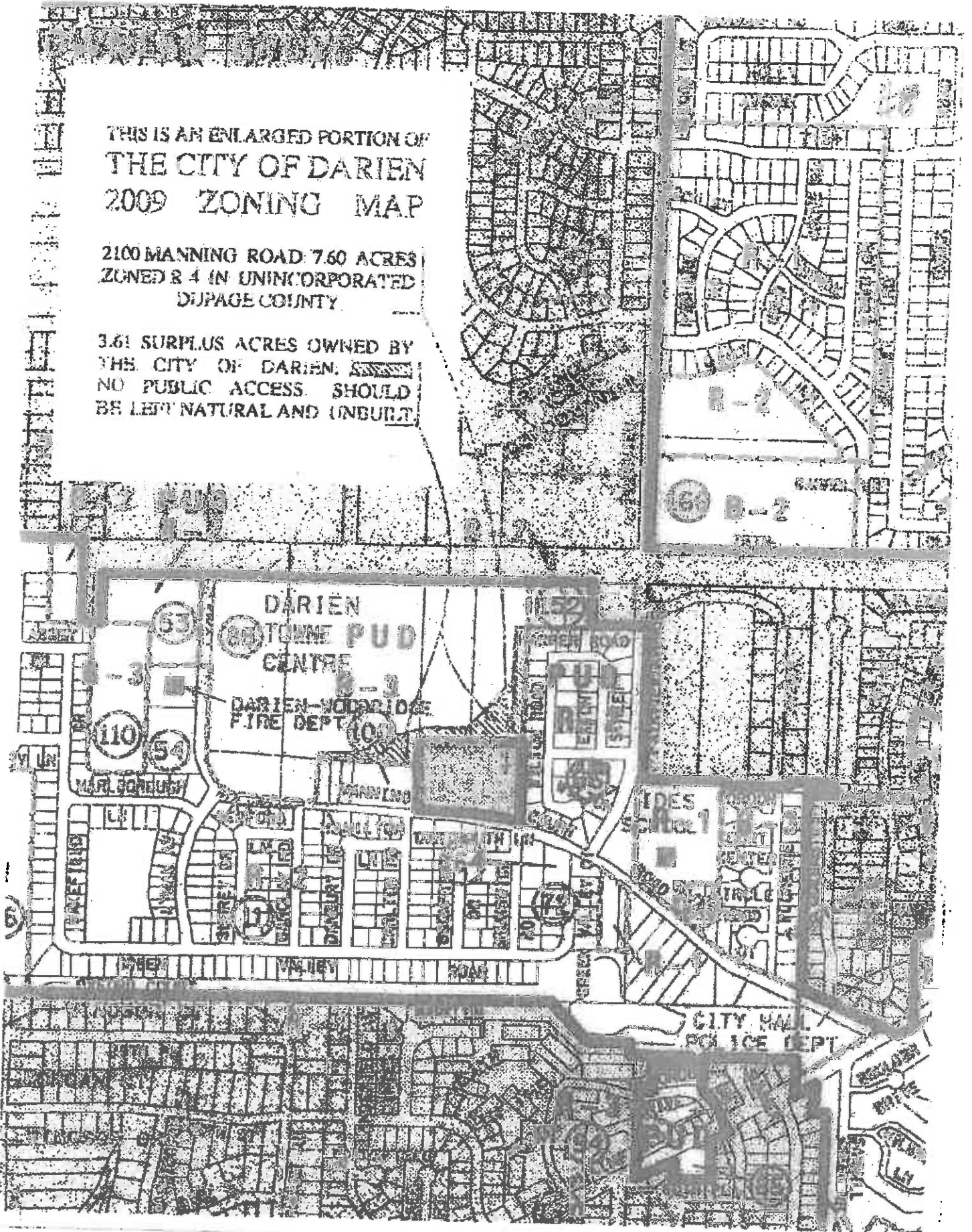
The reply to the above "Rezoning Criteria" is as follows:

- 1 The existing uses surrounding the subject property is B-3 PUD (The Darien Town Centre) to the north and R-2 & R-2 PUD on the east, south and west (see enclosed Darien Zoning Map) Therefore, ¾ of the surrounding area is detached single family homes
2. See answer 1 above
- 3 The subject property was annexed to Darien (a holding category for annexed land) under the present R-1 zoning category and remains vacant except for a small home occupied by the Seller of the property. The property is suitable for detached single family under the requested R-2 zoning category
- 4 The trend of development in the area remains detached single family and as stated above the requested zoning to R-2 will fit in with the surrounding R-2 zoning without any negative impact
- 5 The public gain of the requested zoning, if granted, will result in higher annual real estate taxes for the city as well as substantial direct city income from permit fees. Also, indirect income from sales taxes will result from the increased population spending money for food, clothing etc. in the city.
6. As far as I know the requested zoning fits the current official plans of the city

THIS IS AN ENLARGED PORTION OF
THE CITY OF DARIEN
2009 ZONING MAP

2100 MANNING ROAD 7.60 ACRES
ZONED R-4 IN UNINCORPORATED
DUPAGE COUNTY

3.61 SURPLUS ACRES OWNED BY
THE CITY OF DARIEN. ~~SHOULD~~
NO PUBLIC ACCESS. SHOULD
BE LEFT NATURAL AND UNBUILT



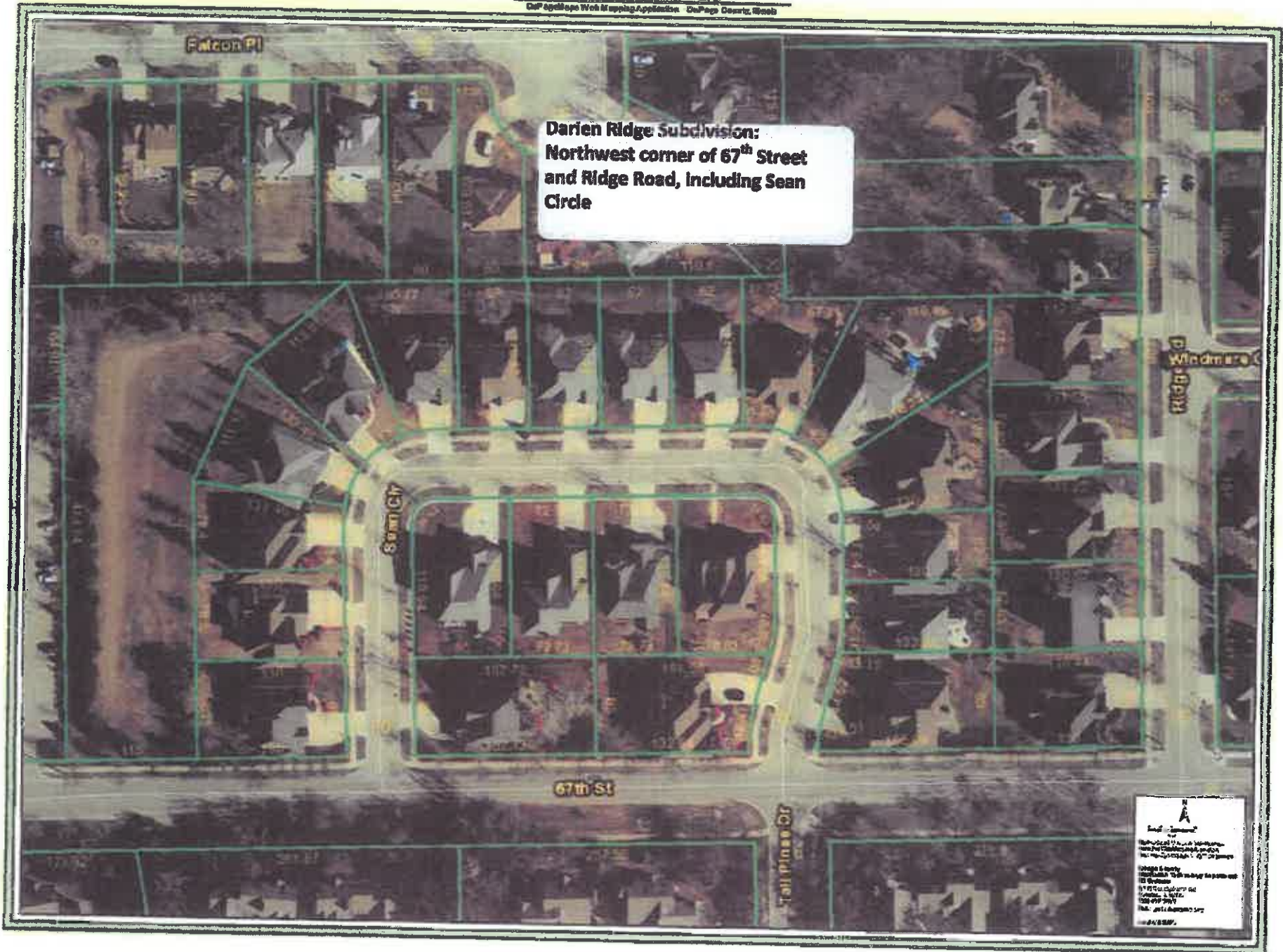


Subject Property

Map Produced Using the DuPageMaps
Web Mapping Application
© 2017 DuPage County GIS Group

DuPage County
1100 North DuPage Ave
Naperville, IL 60563
630.415.3000
gis@dupage.org

Created on 10/10/17





DARIEN-WOODRIDGE

Fire Protection District

7550 Lyman Avenue, Darien, Illinois 60561, (630) 910-2200 - Fax (630) 910-2203

October 14, 2014

City of Darien
Community Development
1702 Plainfield Road
Darien, IL 60561

RE: Manning Woods subdivision

Gentlemen:

The following comments pertain to the above review:

- Accepted as submitted.

Sincerely,

Lt. James Karasek, Director
Fire Prevention Bureau



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 24, 2014

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Mike Griffith

Subject: Manning Woods – Preliminary Plat
(CBBEL Project No. 950323H174)

Dear Mike:

As requested, we have reviewed the Preliminary Plat and Preliminary Engineering Plan and supporting documents for the aforementioned property. The following comments are submitted for your consideration:

PRELIMINARY PLAT

The following comments pertain to the Preliminary Plat prepared by R.E. Allen and Associates, Ltd. and dated October 1, 2014:

1. Section 5B-1-5(C)1d of City Code requires the name of the property owner to be on the plat.
2. Section 5B-1-5(C)2c of City Code requires the existing zoning of the property and all adjacent tracts to be on the plat. The property to the west (Lot 1 of K. Celmer's Subdivision) should be noted as R-2.
3. Section 5B-1-7(B)5 of City Code provides for a 66 foot right of way for minor streets. The proposed right of way is 55 feet. A variation has been requested.
4. Section 5B-1-7(B)6 of City Code provides for a pavement width of 30 feet. The proposed street is 27 feet (back of curb to back of curb). A variation has been requested.
5. Section 5B-1-7(E)1 of City Code provides for each lot to have a 10 foot rear yard and 6 foot side yard Public Utility and Drainage Easement. A total minimum of 16 foot easement is required for side yards with utilities. The north side of Lot 20 is shown with a 5.66' side yard easement. Either this shall be 6', or a variation shall be requested.

PRELIMINARY ENGINEERING PLAN

The following comments pertain to the Preliminary Engineering Plan prepared by Pearson, Brown and Associates, Inc. and dated October 1, 2014.

1. Section 5B-1-8(G)1b of City Code provides for a minimum curve radius of 150 feet. The two proposed curves have a proposed centerline radius of 42.5 feet. A variation has been requested.
2. The City should consider requiring a 5 foot wide sidewalk along Manning Road across the frontage of this subdivision, with curb ramps for crossing at both Carlton Road and Brunswick Road. Sidewalk and curb ramps would also be necessary on the south side of Manning Road. Consideration should also be given to extending the sidewalk along the north side of Manning Road east to connect with the existing sidewalk at Fairview Avenue. This would allow pedestrian circulation and access to the school and neighborhood parks. If constructed, some tree removal along Manning Road would be likely.
3. There shall not be depressed curb through the new street at the intersections with Manning Road.
4. Review will be required by DuPage County for impacts and mitigation to the wetland and buffer at the northeast corner of the property.
5. The City may want to stipulate that new street lights are LED.

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

Sincerely,



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

Cc: John Cerbus – Pearson Brown & Associates, Inc.



**City of Darien
Attn: Planning and Zoning Commission
1702 Plainfield Rd
Darien, IL 60561**

Commission Members,

As you know, a public hearing is scheduled for this Wednesday 11/19/14 to review and discuss the newest proposal for the development of property at 2100 Manning Road (PIN 09-029-400-010). This brief letter, representing the residents of the property to the east, is to convey disapproval of the newest proposal.

Prior to the last hearing in April, a two page summary was developed and presented to the Commission delineating several concerns (see attached). After a review of the newest proposal documentation at City Hall, the concerns have not changed as the proposal itself has offered no tangible solution to the concerns. The litany of variances remains excessive and essentially mocks the Zoning Ordinance(s). These variances, if collectively granted, would degrade the standard of Darien housing and allow a development incongruent with surrounding neighborhoods. The request for variances should be denied and a more appropriate plan presented to the Commission. We trust you will represent our position and vote to decline the proposal.

**Summary of Resident Objections to the
Proposed Development of
"Manning Woods"**



Objective

This document is intended to summarize and describe the concerns held by the undersigned residents adjacent to the subject property. It is not intended to be a professional assessment but instead a list of observations and concerns from a variety of existing residents.

Background

The property herein termed as "Manning Woods" is defined by the wooded lot encompassed by Manning Road to the south, a retail center to the north, Farmingdale Ridge to the east, and individual resident units to the west. The property was previously owned by Mr. P. Gamer, but recently has been sold to K. Hovnanian Homes who is proposing the development of this property into multiple single family resident units. A meeting, prompted by this party, was held on 3/18/14 at The City of Darien Police Station to introduce the development plan to adjacent neighborhood residents. Based on the facts provided at that meeting, the participating residents have formed several concerns which are delineated in this document.

Summary of Objections

The material presented at the aforementioned meeting laid out a total of 29 single family units flanking a north to south horseshoe shaped road called "Cottage Drive" (see Attachment A). The proposed dwellings had a range of floor plans but all were in the style described as a "cottage" motif. From studying both the layout of the complex and the general construction/appearance of the homes, two general categories of concern arose:

- 1) **Construction Quality** – the "cottage" motif, although appealing in theory, is not congruent with adjacent neighbor construction. The surrounding dwellings all have brick or partial brick construction representing a higher cost/quality of dwelling. The higher quality building material is consequently reflected in the home values. The proposed cottage style homes use no such materials and are sided with presumably vinyl or aluminum. A detailed analysis of the construction was not possible given the limited information present, but it is clear the type and quality of construction is subpar to the surrounding developments. It is our opinion the lower quality construction will negatively affect existing home values by placing a less expensive development in direct comparison with more expensive homes more typical of Darien. This property holds a physically higher elevation than anything surrounding it. It is one of the last undeveloped properties in the city and should command a higher quality home. Introducing substandard quality homes (relative to their surroundings) will waste what could serve as a pinnacle residential development.
- 2) **Density/Spacing of Dwellings** – the number and spacing of single family homes in the proposed development again is not in keeping with surrounding neighborhoods. The proposed lot are approximately 50' wide while neighboring lot sizes range from 75' to 95' wide (see Attachment B). Furthermore, as described in the 3/18 meeting, the proposed set back of the homes will vary from code, crowding neighboring property.

Not only does this present a less attractive curb appeal but in turn creates a variety of problems including but not limited to:

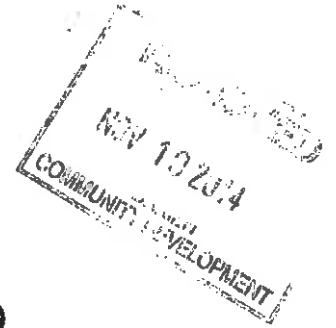
- a. Vehicle Congestion - assuming each dwelling has two (2) vehicles, the new construction will introduce roughly sixty (60) automobiles into the development.**
 - i. These vehicles will enter and exit from one of two outlets on to Manning Road. Manning Road has already been assessed by the City to harbor safety concerns with higher volume traffic including a blind hill. The western entry/outlet on the development is approximately 300' away from an already congested intersection (Manning and Fairview). The traffic will be compressed into an area adjacent to Elizabeth Ide school furthering safety concerns. Albeit any new residential development on this property would introduce more traffic, the problem is intensified by the relatively high population density.**
 - ii. As witnessed by several townhome communities in the general area, high density dwelling creates unattractive congested streets. The problem is further exaggerated on "garbage day" and/or when one or multiple neighbors have gatherings introducing additional vehicles on the congested road. Attachment C depicts such a scene that could be expected.**
 - iii. During the meeting representatives of the developer stated Cottage Road will be narrower than usual to foster a cozy cottage feel. A proposed narrowing of the roadway adds only more concern to that already described. It also introduces a concern regarding emergency vehicle access and maneuverability.**

Property/Home Value Dilution – the real estate market in general has taken a sharp decline in recent years. Demand for homes is relatively lower and home sale prices reflect it. It is our concern introducing 29 new construction homes dilutes demand for existing homes and lowers the overall per capita value of homes in the immediate area. Granted the property owner has the right to develop the land (at the approval of the City) however it is again the density of housing that further dilutes the local demand. Additionally, as described in point #1, the quality of construction enters directly into home value. We are incredulous the homes will bring their touted \$400k sale price.

Consider also the possibility that these homes do not sell as quickly as promised. Slower sales would bring a further decline in price.

In summary, the proposed developmental plans for this property negatively affect the surrounding neighbors by introducing construction that is not congruent with existing surrounding homes. Furthermore the proposed number of homes in the square footage available creates a population density that is problematic to the community in many ways. We residents ask the City to consider both raising the type/size/construction quality of homes to be built on this property while restricting the number of units allowed in an effort to create a more appropriate home density. This is premier property in Darien which is deserving of better utilization. It is the duty of the City to represent the views of the community and preserve distinctiveness of Darien as a community. Darien deserves better than that propose

Development Concept
2100 Manning Road
Darien, Illinois



1. Major Influences on the Property

- a) Adjacent and backing up to retail (Darien Town Center)
- b) Single Family Residential adjacent to property on east (R2), & west and on south side of Manning Rd.
- c) Wooded with a lot of undulating topography

2. The Concept

Because this property is a "buffer" between Residential & Commercial uses good planning might indicate high density residential, such as condominiums or townhomes would be an appropriate use.

Although townhomes or condominiums may be an appropriate use of the property I feel the most appropriate use of the property is Medium Density Detached Single Family Residential for a number of reasons:

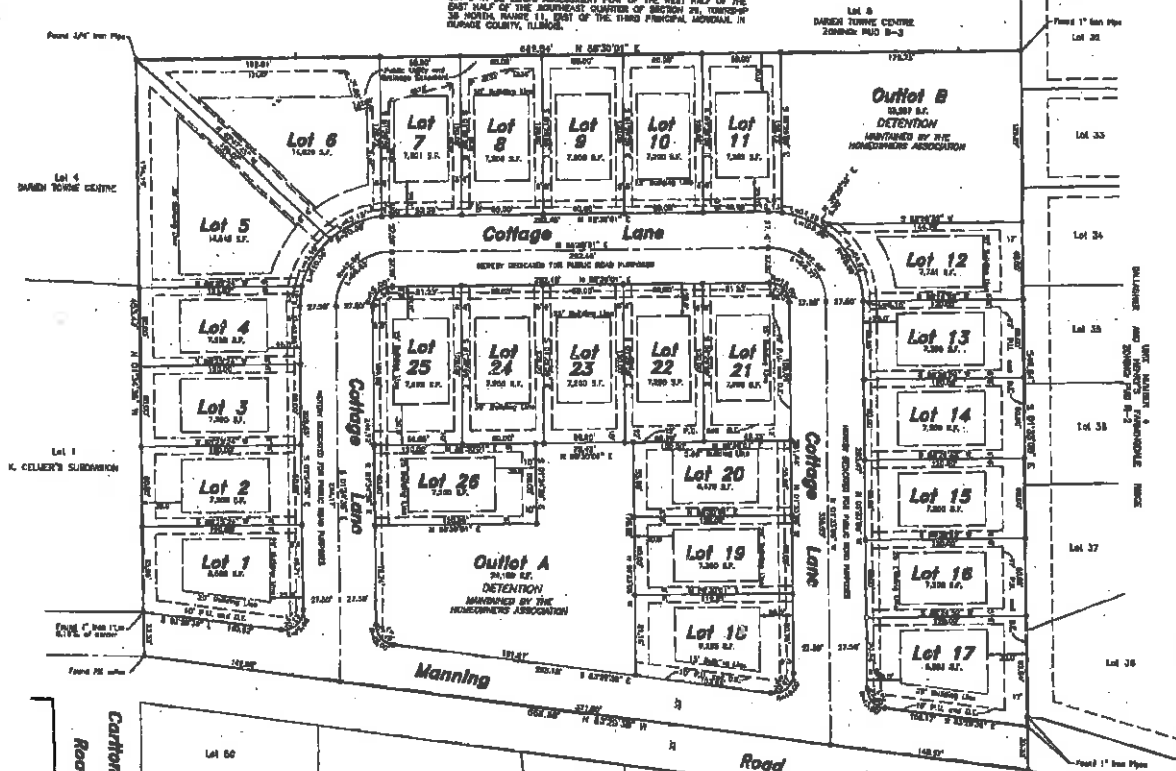
- 1. The Smaller lots (60'x120') meet a market demand for less ground maintenance (grass cutting) and more time for individual or family activities.
- 2. The detached single family homes are more sympathetic to the surrounding detached residential neighbors.
- 3. The smaller lots are more adaptable to the undulating topography of the site.
- 4. All detention is on-site.
- 5. The detached residences meet the demand for both young professionals and older "downsizers" who do not want attached living (condo or townhomes)
- 6. Because of the above less children of "school age" are produced by this type of product.
- 7. Average square footage of the proposed residences is approximately 2,850 SF with an average sales price of over \$415,000 plus extras. (Average sales prices for homes in the area over the past 15 months are \$337,000).
- 8. 26 single family lots produces a living environment that is large enough for a homeowners association to maintain the on-site detention areas but small enough to produce a "Cozy" neighborhood feeling.

The biggest reason for medium density detached single family is to meet the pent up demand for smaller easier to maintain properties. This coupled with the "open" floor plans, highly energy efficient building envelopes and appliances will ensure a product that will be in high demand for many years to come! The demand to live on "Cottage Lane" in an upscale environment such as Darien will be great!

PRELIMINARY PLAN OF MANNING WOODS

BEING A RESUBDIVISION
LOT 3 IN DE LINDO AMENDMENT PLAN OF THE WEST HALF OF THE
EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP
28 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DEKALB COUNTY, ILLINOIS.

THE PRELIMINARY PLANS SHOWN ARE:
3142 MANHAW ROAD, DUNBAR, I. DEER
FRANCE, AREA = 7,852 ACRES, S31,826 S.2,
202888 N-3



NOTICE OF APPROVAL OF PRELIMINARY PLAN

NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAN OF THE SUBDIVISION SHOWN HEREON HAS RECEIVED APPROVAL BY THE CITY COUNCIL OF THE CITY OF DUNBAR, ILLINOIS AND UPON COMPLIANCE BY THE OWNER WITH THE NECESSARY REQUIREMENTS OR QUALIFICATIONS, THE CITY COUNCIL WILL RESOLVE THE FINAL PLAN FOR CONSIDERATION. IF SUBMITTED BY THE OWNER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY SUBDIVISION REGULATIONS OF THE CITY OF DUNBAR, UNLESS THIS PRELIMINARY APPROVAL AND THE CONDITIONS ARE ACCEPTED WITHIN TEN (10) DAYS, THIS APPROVAL IS NULL AND VOID.

APPLICATION FOR FINAL PLAN APPROVAL SHALL BE MADE WITHIN ONE HUNDRED (100) DAYS, AND IF THE EIGHT (8) DAYS APPLICATION IS NOT SO MADE, THE PRELIMINARY PLAN APPROVAL HEREBY GIVEN SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

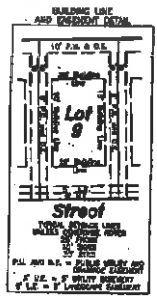
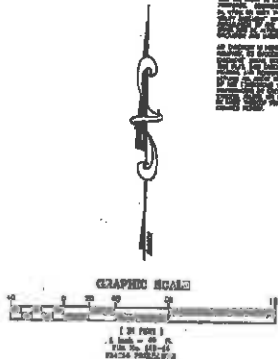
CITY COUNCIL, CITY OF DUNBAR, ILLINOIS
DATE: _____
BY: _____
Attest: _____
CITY CLERK

ACCEPTANCE
IN CONSIDERATION OF THE PRELIMINARY APPROVAL HEREBY GIVEN, THE TERMS WHEREOF ARE HEREBY ACCEPTED:

OWNER: _____
ATTORNEY: _____

NOTICE TO THE PUBLIC

THE PRELIMINARY PLANS SHOWN ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. THE OWNER ASSUMES ALL LIABILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. THE CITY OF DUNBAR, ILLINOIS, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. THE CITY OF DUNBAR, ILLINOIS, DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

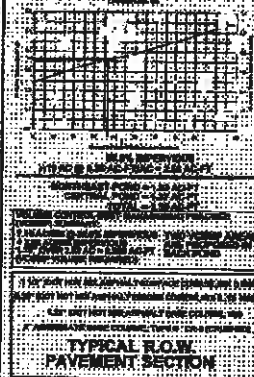
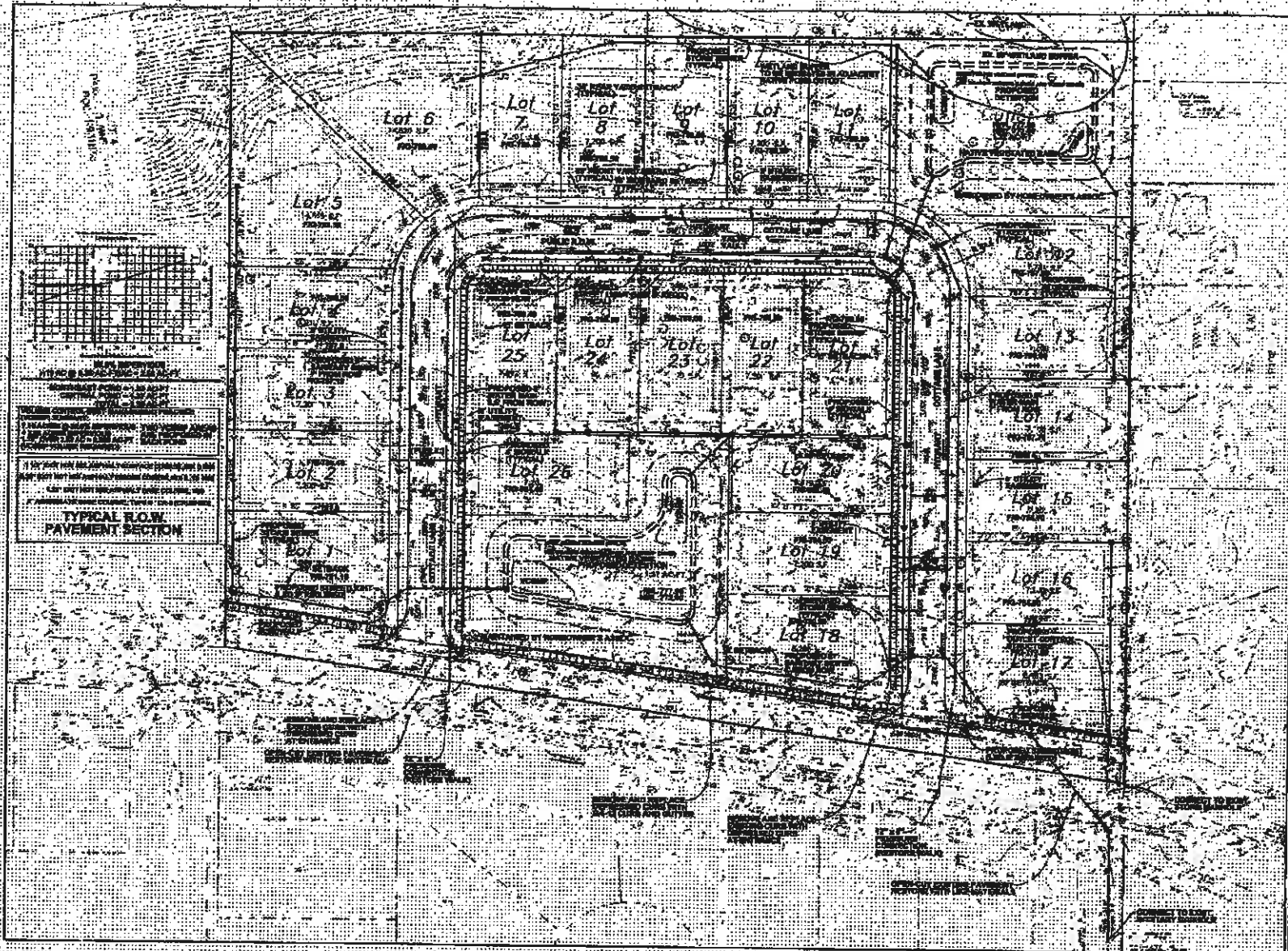


NO.	DATE	DESCRIPTION	BY
1	10-21-14	REOPEN CHANGES	
1	08-26-14	GREEN, FRANK	

PLANNING COMPLETION
CLIENT NAME: FRANK, FRANK AND ASSOCIATES, INC.
ADDRESS: 1015 S. WASHINGTON, JOLIET, ILL. 61791
(815) 724-1111

NOTICE
PLAN IS VALID IN THE ILLINOIS SPRINGFIELD DISTRICT ONLY.
Only those Building Code or Subdivision laws in a particular jurisdiction that are more restrictive than the state code shall apply. Check local ordinances before building.
Owner's plan is not shown and all setbacks with this plan are AT OWNER'S RISK ONLY AND NOT GUARANTEED.

FRANK, FRANK AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 S. WASHINGTON, SUITE 200
JOLIET, ILLINOIS 61791
PHONE 815-724-1111 FAX 815-724-0100



MANNING WOODS

PRELIMINARY ENGINEERING

PREPARED BY: PEPPER ENGINEERING & ASSOCIATES, INC.

DATE: 10/1/01

SCALE: AS SHOWN

REVISIONS

NO.	DESCRIPTION

1



November 10, 2014

To Paul Swanson & Associates

Subject Manning Wood Subdivision & Impact of Surrounding Homes

Dear Paul,

I have examined your proposal of the Manning Woods Subdivision of 26 Homes and the impact it would have on the surrounding values. In the area based on past sales in the last twelve months and current listings I feel that this would be appropriate for this area. Normal home sales range from 300K to 489K. In my opinion with 22 years as a local real estate broker a price around 400K for Manning woods would be a nice addition to this area and enhance existing home values.

Best Regards,

A handwritten signature in black ink, appearing to read 'Dave Mroch', written over a horizontal line.

Dave Mroch
Broker
Platinum Partners Realtors

Home Office: (630) 435-3500 ~ Fax (630) 435-3501 ~ 5200 Main St ~ Downers Grove ~ IL ~ 60515
Hinsdale (630) 654-3600 Glen Ellyn (630) 543-3000

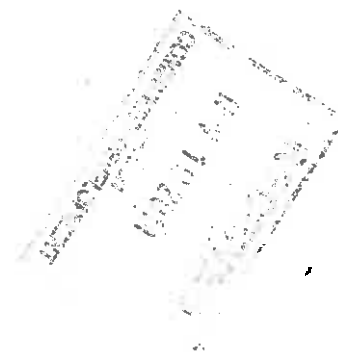
Received Time Nov. 10. 2014 5:36PM No. 7925

PRODUCT PRICING AND MONTHLY PAYMENT CALCULATIONS



The table below provides the recommended unit size and base price ranges for the subject property.

PROJECT NAME				ADDRESS				TAX INFO				CURRENT PRODUCT PROGRAM													
MANNING WOODS				15000 WOODS				15000 WOODS				UNIT PRICE	UNIT COST	NET PRICE	NET COST	NET GROSS	NET GROSS	NET GROSS	NET GROSS	NET GROSS	NET GROSS	NET GROSS	NET GROSS	NET GROSS	
Manning Woods				1	2,400	4	3.5	2	No	3	2.20%	\$25		1.50	\$420,000	(\$5,000)	\$0	\$415,000	\$173	\$33,600	\$2,500	\$451,100	\$188	\$2,681	\$104,000
Product	Single Family	Total Units	26	1	3,300	4	3.5	2	No	3	2.20%	\$25			\$480,000	(\$5,000)	\$0	\$485,000	\$147	\$38,400	\$2,500	\$525,900	\$159	\$3,121	\$121,000
Configuration	7,200 Sq. Ft.	Units Sold	0																						
Lot Dimensions	60' x 120'	2014 Sold	0																						
% Remaining	100%	Units Remaining	26																						
Sales Open Date	Jul-14	Targeted Monthly Pace	1.50																						



NOV 15 1984
COMMUNITY DEVELOPMENT

DEVELOPER PROFILE

PAUL SWANSON
PRESIDENT
PAUL SWANSON ASSOCIATES INC.
401 E. PROSPECT AVENUE, SUITE 201
MT. PROSPECT IL 60056

Graduated from University of Michigan 1963 Bachelor of Architecture

Professional Organizations: ALA Association of Licensed Architects
NCARB National Council of Architectural Boards

Licensed Architect: State of Illinois State of North Carolina

Licensed Real Estate Broker: Illinois

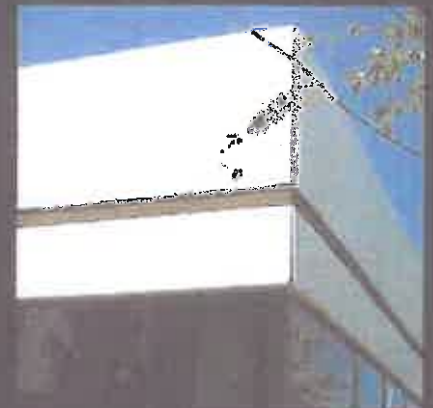
DEVELOPMENT EXPERIENCE

OFFICE BUILDING DEVELOPMENT (Professional & Medical)	2,800,000 SF VALUE \$310,000,000
HOTEL RESTAURANT DEVELOPMENT	\$25,000,000
INDUSTRIAL DEVELOPMENT	4,200,000 SF VALUE \$250,000,000
RETAIL DEVELOPMENT	1,200,000 SF VALUE \$130,000,000
RESIDENTIAL DEVELOPMENT (Single family, condominium, townhomes, apartments)	VALUE \$55,000,000

ARCHITECTURAL SERVICES

SERVICES

- Architectural Design
- Site Planning
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Interior Design
- Land Planning



PROFESSIONAL AFFILIATIONS

- Society of American Registered Architects
- National Council of Architectural Registration Boards
- Illinois Society of Architects
- IAWQP

PARTIAL CLIENT LIST

ARA Services

The Abacus Group

Airco Pilot Association

Anglo Chemical Company

Best Western Hotels

The Big Ten Athletic Conference

Brotherhood of Railway & Airline Clerks

Cannon Corporation

Carson, Pirie, Scott and Company



Dan & Kiah, Inc.
Dierker's Gasings & Loan
Dreyer & Pfeiffer, Inc.
General Mills
General Motors Corporation
International Harvester
IMC Corporation
Jensen's Castles Forge
Kaiser Aluminum

MCA BREXID, Inc.
National Association of Independent Insurers
Northwest Commerce Bank
Northwest Suburban Board of Realtors
O'Hare Ramada, Inc.
Pacwell International
Wang Laboratories
Van Sumerai Restaurants
St. Charles Manufacturing Co.

ASCI

arthur swanson & associates, ltd.

NOV 19 2014
COMMUNITY DEVELOPMENT

NOV 19 2014
COMMUNITY DEVELOPMENT

City of Darien
Attn: Planning and Zoning Commission
1702 Plainfield Rd
Darien, IL 60561

w/ Paul Cravens' comments

Commission Members,

As you know, a public hearing is scheduled for this Wednesday 11/19/14 to review and discuss the newest proposal for the development of property at 2100 Manning Road (PIN 09-029-400-010). This brief letter, representing the residents of the property to the east, is to convey disapproval of the newest proposal.

Prior to the last hearing in April, a two page summary was developed and presented to the Commission delineating several concerns (see attached). After a review of the newest proposal documentation at City Hall, the concerns have not changed as the proposal itself has offered no tangible solution to the concerns. The litany of variances remains excessive and essentially mocks the Zoning Ordinance(s). These variances, if collectively granted, would degrade the standard of Darien housing and allow a development incongruent with surrounding neighborhoods. The request for variances should be denied and a more appropriate plan presented to the Commission. We trust you will represent our position and vote to decline the proposal.

I have made a lot of changes including: a) larger lots (typical $60' \times 120' = 7200 \text{ sq ft}$ from $51' \times 120' = 6120 \text{ sq ft}$ b) larger rear setbacks from 25' to code 30'; side yd from 5' to 10' lots are now 20' apart from 10' apart. c) reduced # of lots from 29 to 26 lots (10%)

LW 10204

Summary of Resident Objections to the Proposed Development of "Manning Woods"

11/19/14

Paul's comments

Objective

This document is intended to summarize and describe the concerns held by the undersigned residents adjacent to the subject property. It is not intended to be a professional assessment but instead a list of observations and concerns from a variety of existing residents.

Background

The property herein termed as "Manning Woods" is defined by the wooded lot encompassed by Manning Road to the south, a retail center to the north, Farmingdale Ridge to the east, and individual resident units to the west. The property was previously owned by Mr. P. Garner, but recently has been sold to K. Hovnanian Homes who is proposing the development of this property into multiple single family resident units. A meeting, prompted by this party, was held on 3/18/14 at The City of Darien Police Station to introduce the development plan to adjacent neighborhood residents. Based on the facts provided at that meeting, the participating residents have formed several concerns which are delineated in this document.

Garner

no-not true

Summary of Objections

now 26 DU

CONCEPTUAL ONLY

The material presented at the aforementioned meeting laid out a total of 29 single family units flanking a north to south horseshoe shaped road called "Cottage Drive" (see Attachment A). The proposed dwellings had a range of floor plans but all were in the style described as a "cottage" motif. From studying both the layout of the complex and the general construction/appearance of the homes, two general categories of concern arose:

Building quality will meet all Darien's Bldg codes

- 1) Construction Quality – the "cottage" motif, although appealing in theory, is not congruent with adjacent neighbor construction. The surrounding dwellings all have brick or partial brick construction representing a higher cost/quality of dwelling. The higher quality building material is consequently reflected in the home values. The proposed cottage style homes use no such materials and are sided with presumably vinyl or aluminum. A detailed analysis of the construction was not possible given the limited information present, but it is clear the type and quality of construction is subpar to the surrounding developments. It is our opinion the lower quality construction will negatively affect existing home values by placing a less expensive development in direct comparison with more expensive homes more typical of Darien. This property holds a physically higher elevation than anything surrounding it. It is one of the last undeveloped properties in the city and should command a higher quality home. Introducing substandard quality homes (relative to their surroundings) will waste what could serve as a pinnacle residential development.
- 2) Density/Spacing of Dwellings – the number and spacing of single family homes in the proposed development again is not in keeping with surrounding neighborhoods. The proposed lot are approximately 50' wide while neighboring lot sizes range from 75' to 95' wide (see Attachment B). Furthermore, as described in the 3/18 meeting, the proposed set back of the homes will vary from code, crowding neighboring property.

near to code 30' (was 25') now 60'

Not only does this present a less attractive curb appeal but in turn creates a variety of problems including but not limited to:

a. Vehicle Congestion - assuming each dwelling has two (2) vehicles, the new construction will introduce roughly sixty (60) automobiles into the development.

26x2x 52

i. These vehicles will enter and exit from one of two outlets on to Manning Road. Manning Road has already been assessed by the City to harbor safety concerns with higher volume traffic including a blind hill. The western entry/outlet on the development is approximately 300' away from an already congested intersection (Manning and Fairview). The traffic will be compressed into an area adjacent to Elizabeth Ide school furthering safety concerns. Albeit any new residential development on this property would introduce more traffic, the problem is intensified by the relatively high population density.

not doing multi family town homes

ii. As witnessed by several townhome communities in the general area, high density dwelling creates unattractive congested streets. The problem is further exaggerated on "garbage day" and/or when one or multiple neighbors have gatherings introducing additional vehicles on the congested road. Attachment C depicts such a scene that could be expected.

2788 in lieu of 30'

iii. During the meeting representatives of the developer stated Cottage Road will be narrower than usual to foster a cozy cottage feel. A proposed narrowing of the roadway adds only more concern to that already described. It also introduces a concern regarding emergency vehicle access and maneuverability.

26

Property/Home Value Dilution -- the real estate market in general has taken a sharp decline in recent years. Demand for homes is relatively lower and home sale prices reflect it. It is our concern introducing 26 new construction homes dilutes demand for existing homes and lowers the overall per capita value of homes in the immediate area. Granted the property owner has the right to develop the land (at the approval of the City) however it is again the density of housing that further dilutes the local demand. Additionally, as described in point #1, the quality of construction enters directly into home value. We are incredulous the homes will bring their touted \$400k sale price.

not true sales of existing nearby homes past 12 mos = \$37,000. New homes on this prop = \$400,000 (+425,000 net)

+ \$425,000

Consider also the possibility that these homes do not sell as quickly as promised. Slower sales would bring a further decline in price.

In summary, the proposed developmental plans for this property negatively affect the surrounding neighbors by introducing construction that is not congruent with existing surrounding homes. Furthermore the proposed number of homes in the square footage available creates a population density that is problematic to the community in many ways. We residents ask the City to consider both raising the type/size/construction quality of homes to be built on this property while restricting the number of units allowed in an effort to create a more appropriate home density.

This is premier property in Darien which is deserving of better utilization. It is the duty of the City to represent the views of the community and preserve distinctiveness of Darien as a community. Darien deserves better than that propose

homes will be built to code

FROM PEARLSON/BROWN ENGINEERS

Guidance document for 11-19-14 planning commission meeting:

Manning Woods - Darien

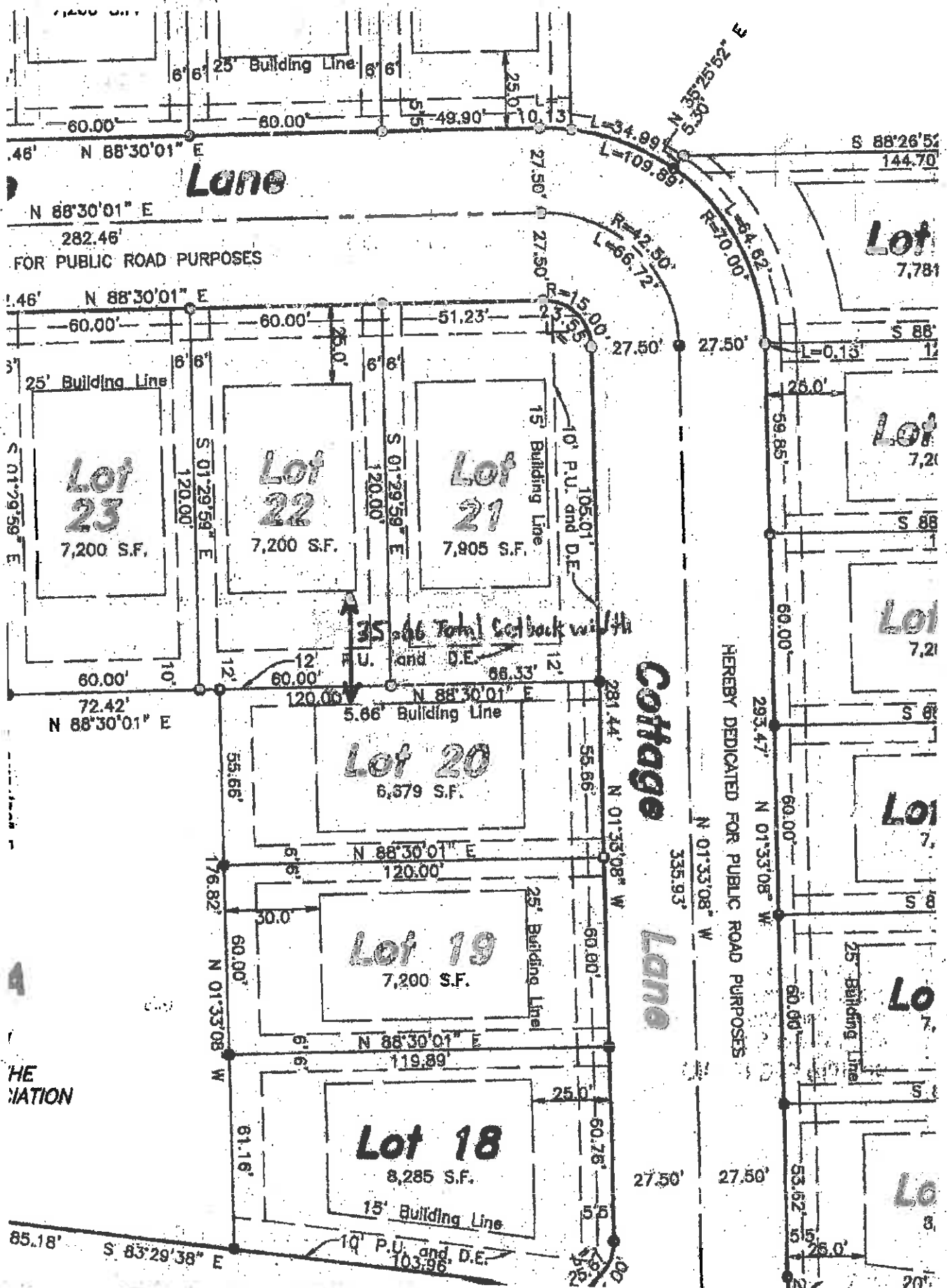
Preliminary Plat Comments:

1. Add name of current property owner to plat. Will comply.
2. Add R2 zoning to parcels to east. Will comply.
3. ROW of 55' with adjacent easements is acceptable to staff.
4. Staff supports 27' back to back roadway.
5. City code provides for each lot to have a 10 foot rear yard and 6 foot side yard public utility and drainage easement. A total minimum of 16 foot easement is required for side yard yards with utilities. The north side of Lot 20 is shown with a 5.66' side yard easement. Either this shall be 6' or a variation shall be requested.

Variations for both sideyard setback and Public Utility and Drainage Easement width of 5.66' are requested at the north side of Lot 20. From a building setback width standpoint, since this location is adjacent to the 30' rear yard setback of lot 21, a total setback width of at least 35.66' will exist. From a Public Utility and Drainage easement width standpoint, since this location is adjacent to a 12' wide Public Utility and Drainage Easement along the rear lot line of lot 21, a total aggregate width of 17.66' will exist. This width exceeds the minimum 16 foot aggregate width requirement.

Preliminary Engineering Comments:

1. Minimum curve radius along roadway centerline. Proposed radii are supported by staff.
 2. Offsite sidewalk... Owner has agreed to provide sidewalk along frontage of property. Connections to existing offsite can be coordinated during final engineering.
 3. There shall not be depressed curb through the new street at the intersections with Manning Road. Understood. Depressed curb will not be proposed at the requested locations on the final engineering plans.
 4. Review will be required by DuPage County for impacts and mitigation to the wetland and buffer at the northeast corner of the property. Understood. Based on a meeting last July onsite with County staff present, the wetland will not be subject to hydrology requirements but the buffer and mitigation requirements will, of course, apply. Based on the existing vegetation, and the proximity to the proposed native vegetated basin outlot, providing the required amount of proper native vegetation and perennial grasses etc. in and around the basin will likely serve to provide required the buffer mitigation (replacement of lost buffer function).
 5. The City may want to stipulate that new street lights are LED. Understood.
- * No known or anticipated traffic concerns.
* Parking is planned on only one side of the street.



HE
VIATION

HEREBY DEDICATED FOR PUBLIC ROAD PURPOSES



PEARSON, BROWN & ASSOCIATES, INC.

MEMORANDUM

CONSULTING ENGINEERS

1850 W. Winchester Road - Suite 205
Libertyville, IL 60048-5355
P: (847) 367-6707 F: (847) 367-2567
Email: pba@pearsonbrown.com

Date: August 19, 2014

To: Paul Swanson

From: John F. Cerbus, P.E.

Re: Manning Woods - Darien, IL

26 60' LOTS

This memorandum documents the review of the Village of Darien Zoning Code and Subdivision Regulations listing below the variances the proposed plan will require.

Village of Darien - Zoning Code		
R-2 Zoning District		
Description	Village Code	Plan Variances
Minimum Lot Area	10,000 s.f.	7,200 s.f.*
Minimum Interior Lot Width @ Building Setback	75'	60'**
Minimum Corner Lot Width @ Building Setback	85'	62.37'***
Minimum Lot Depth	120'	120'
Front Yard	35'	25'
Interior Side Yard	10'	10'****
Corner Side Yard	15'	15'
Rear Yard	30'	30'
Height	2 1/2 Stories Not to Exceed 30'	-
Site Coverage Principle Building	35%	-
Total Impervious Area	50%	-
Minimum Floor Area	1,000 s.f.	-
Subdivision Regulations		
Minor Street ROW	66'	55' w/ 5' utility easement on each side of ROW
Minor Street Pavement Width B-B	30'	27'
Minor Street Curve Centerline Radius	150'	42.5'

* 25 lots @ 7200 s.f. or above, 1 lot @ 6688 s.f.

**25 lots @ minimum 60', one lot @ 55.66'

*** smallest corner lot width at setback

****10' typical - one lot side yard @ 5.66'

Requested R2 Zoning Variations:

- 25 lots with minimum lot area 7200 s.f. vs. code area of 10,000 s.f., one lot @ 6688 s.f.
- Minimum interior lot width @ building setback 55.66' vs. 75'
- Minimum corner lot width @ building setback 62.37' vs. 85'
- Minimum front yard setback 25' vs. 35'
- Minimum interior lot side yard setback 5.66' for one lot.

ONE LOT SIZE 8010 SF

Requested Subdivision Variations:

- Minor street Right of Way to 55' with 5' utility easement on each side vs. 66'
- Minimum street pavement width 27' vs. 30'
- Minor street curve centerline radius 42.5' vs. 150'

MANNING WOODS

PARTIAL SITE PLAN

VIB = 150'

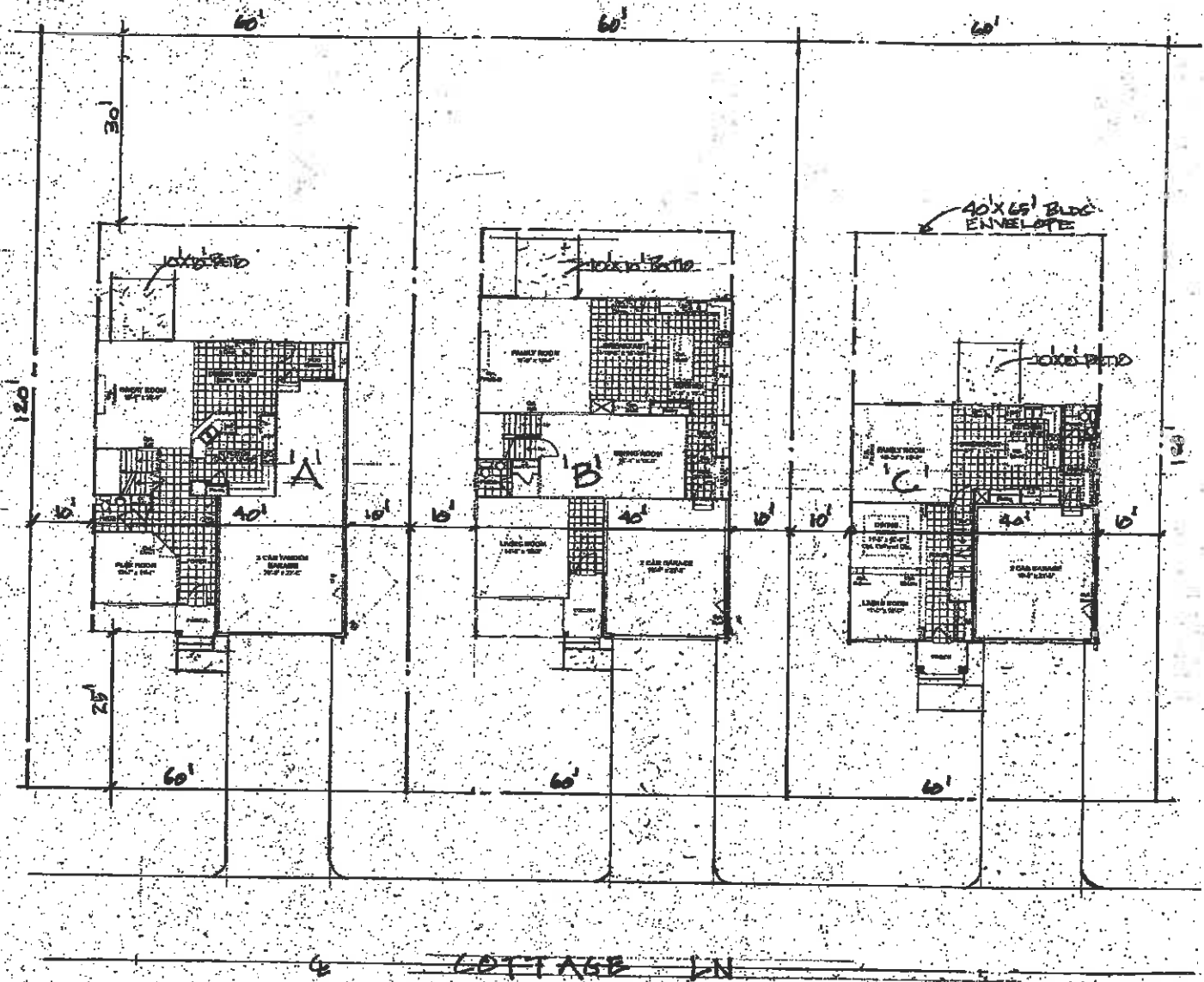
RESIDENCE TYPE

A
 2-STORY 2750 SF
 4 BR 2 1/2 B

B
 2-STORY 2700 SF
 4 BR 2 1/2 B

C
 2-STORY 2600 SF
 4 BR 2 1/2 B

157107014
 COMMON DEVELOPMENT



AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 24, 2014

Issue Statement

BYOB (Bring Your Own Bottle): Survey results, discussion.

Discussion

Staff surveyed surrounding municipalities concerning their BYOB regulations. The results follow:

Bolingbrook	Does not license BYOB.
Burr Ridge	Does not license BYOB.
Downers Grove	Requires a BYOB license. Fee (annual): \$556. One-time application fee: \$1,532. License is restricted to beer and wine only. Alcohol consumption only permitted with a meal. BASSET training is required for servers. Patrons are permitted to carry-out the alcohol in a sealed container pursuant to Illinois law. Corkage fee is permitted. They have not issued a BYOB license, therefore, no issues to date.
Lemont	Does not license BYOB.
Westmont	Requires a BYOB license. Fee (annual): \$300. One-time application fee: \$300. License restricted to wine only. Alcohol consumption only permitted with a meal. BASSET training required for servers. Patrons are permitted to carry-out the wine bottle in a sealed container pursuant to Illinois law. Corkage fee is permitted.
Willowbrook	Does not license BYOB.
Woodridge	Does not license BYOB.

The City Attorney confirmed BYOB is a matter of local control, not state regulation.

Staff Findings/Recommendations

Discussion only.

Decision Mode

Municipal Services Committee:

November 24, 2014

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 24, 2014

Issue Statement

Neighborhood Parking Issues/Hinsdale South High School: Discussion regarding overflow Hinsdale South High School special event parking on Poplar Lane, Eleanor Place and Elm Street.

Background

Earlier this year, the City Council adopted regulations to address over flow event parking at Hinsdale South High School on Brookbank Road, Evans Place and Elm Street. Since those regulations have been in place, over flow parking has moved east to Poplar Lane, Eleanor Place and further east on Elm Street.

The City's elected officials and staff continues to receive complaints regarding the overflow parking on adjacent neighborhood streets during special events held by Hinsdale South High School. Many residents do not like the overflow parking occurring in front of their residences. Since the area is a rural cross section, many of the vehicles tend to park off the road edge/shoulder and in the turf area of the right of way, thus causing additional damage.

On May 19, 2014, the City Council approved the following ordinance regulating parking on Brookbank Road, Evans Place and Elm Street. The regulations are:

Brookbank Road, east side, between Janet Avenue and Elm Street, no high school or event parking any time.

Brookbank Road, west side, between Janet Avenue and Elm Street, no high school parking.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.

Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

Staff Findings/Recommendation

Staff recommends surveying area residents to seek their input for the following options:

OPTION 1:

Eleanor Place and Poplar Lane, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

Or...

OPTION 2:

Eleanor Place and Poplar Lane, east side, between Janet Avenue and Elm Street, no high school or event parking any time.

Eleanor Place and Poplar Lane, west side, between Janet Avenue and Elm Street, no high school parking.

A map is attached showing the proposed roadways to be effected.

Municipal Services Committee Review – October 27, 2014

The Municipal Services Committee discussed this matter at their October 27, 2014, meeting. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Dan Gombac, Director, stated complaints have been received concerning high school event parking occurring on Poplar and Eleanor. He offered two options explained in the memo.

After discussion, the Committee decided to recommend Option 1:

Eleanor Place and Poplar Lane, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

The Committee noted the high school needs to address their parking needs.

Mr. Gombac stated residents would get a letter indicating the proposed parking regulations and given the opportunity to comment.

Municipal Services Committee – November 24, 2014

Staff sent a letter to residents noting the proposed regulations as well as asking for their input, 34 letters were sent out, 8 responses received. The responses are included with this memo.

Staff Recommendation

Staff recommends no action be taken at this time.

Decision Mode

Municipal Services Committee:

October 27, 2014

Municipal Services Committee:

November 24, 2014

Discussion
Area




DuPage County
GIS
100 N. Dearborn
Chicago, IL 60610
630-437-0000
gis@dupage.org



CITY OF DARIEN

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

November 4, 2014

RE: Hinsdale South High School Event Overflow Parking: Poplar Lane and Eleanor Place

Dear Resident:

Back in May of this year, the City Council adopted parking regulations for Brookbank Road, Evans Place and Elm Street to address overflow parking from Hinsdale South High School events. Since then, overflow parking has migrated east to Poplar Lane and Eleanor Place. The City is considering adopting parking regulations for Poplar Lane and Eleanor Place as follows:

Eleanor Place and Poplar Lane, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

We would like your input concerning the proposed parking regulations as well as thoughts on other ways to address on-street parking in the neighborhood. Please provide comments you may have by November 14, 2014. Thank you for your time.

Comments:

No thank you. There is no room, no shoulder so they would be on the grass and passenger side is a ditch. There are no lights so they would be walking in a dark ditch. And rutting the lawns every time they parked there, because it is not stable or compacted.

Name: Jerry Hillyard

Address: 7206 Eleanor

Phone No.: 708-750-1931 Email: NOSOXFAN@Yahoo.com



CITY OF DARIEN

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Incorporated 1989

November 4, 2014

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We would like your input concerning the proposed parking regulations as well as thoughts on other ways to address on-street parking in the neighborhood. Please provide comments you may have by November 14, 2014. Thank you for your time.

Comments:

NO People do construction in their
homes and that interferes with
Progress. No parking for school

Resident contact information:

Name: Chris Mitchell <sup>Yinal come on Hancock St's
corner of Elm near school
stop signs</sup>

Address: 7213 Eleanor Place Darien IL 60561

Phone No.: (630) 920-3107
920-3109 Email: Solorzano



CITY OF DARIEN

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Incorporated 1969

November 4, 2014

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Comments:

I do not have any problem with cars parked on my street due to high school events. I do understand they have to park somewhere.

Resident contact information:

Name: Aneta Zapotoczna

Address: 4217 Eleanor Pl

Phone No.: 708 717 8784 Email: aneta.zapotoczna@hotmail.com



CITY OF DARIEN

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

November 4, 2014

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We would like your input concerning the proposed parking regulations as well as thoughts on other ways to address on-street parking in the neighborhood. Please provide comments you may have by **November 14, 2014**. Thank you for your time.

Comments:

There is parking in front of my house for every baseball game? cars
park on my grass which costs me \$\$\$ to repair - please put
no parking signs up

Resident contact information:

Name: Charlie Tucker

Address: 7309 Eleanor Place

Phone No.: 630-456-3521 Email: Doctak@aol.com



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1989

November 4, 2014

RE: Hinsdale South High School Event Overflow Parking: Poplar Lane and Eleanor Place

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We would like your input concerning the proposed parking regulations as well as thoughts on other ways to address on-street parking in the neighborhood. Please provide comments you may have by November 14, 2014. Thank you for your time.

Comments:

We are in full agreement with the above proposed parking regulation.

11/9/14 J. Strosede

Resident contact information:

Name: *Hennrich & Irma Strosede*

Address: *7316 Eleanor Place*

Phone No.: *630-325-0106* Email: _____



CITY OF DARIEN

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

November 4, 2014

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Comments:

EXCEPT FOR 2-3 TIMES A YEAR (PARENT/TEACHER
CONFERENCES, BIG FOOTBALL GAME) DOESN'T
SEEM TO BE A PROBLEM THAT NEEDS TO BE ADDRESSED

THANKS!

Resident contact information:

Name: BILL / LINDA PIVA

Address: 7306 POPLAR

Phone No.: (630) 888-4171 Email: wjpiva@gmail.com



CITY OF DARIEN

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

November 4, 2014

RE: **Hinsdale South High School Event Overflow Parking: Poplar Lane and Eleanor Place**

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We would like your input concerning the proposed parking regulations as well as thoughts on other ways to address on-street parking in the neighborhood. **Please provide comments you may have by November 14, 2014.** Thank you for your time.

Comments:

I don't mind parking on my street (Poplar Lane) for school events. People have to park somewhere. Family involvement is important. Also I miss the school band coming down our street when practicing. -

Resident contact information:

Name: MARY ALICE ZOLLER

Address: 7309 Poplar Lane

Phone No.: 630-582-0441

Email: Have None



CITY OF DARIEN

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

November 4, 2014

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Comments:

Who cares. It's like once or twice a month.
Now I have an ugly sign in my yard 365 days a year.

Resident contact information:

Name: Peter Lucnik

Address: 7317 Poplar Ln

Phone No.: _____ Email: _____

AGENDA MEMO
Municipal Services Committee
November 24, 2014

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2015 Street Maintenance Program, in an amount not to exceed \$30,194.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2015 Street Maintenance Program. The following roads have been slated for the 2015 Street Maintenance Program:

PROPOSED 2015 ROAD PROGRAM					
Street Name	Rating	Subdivision	Limit	Most Recent Rehab	Road Length
Iris Road	64	Marion Hills North	High Rd- Crest Rd	1999	1240
68 th Street	65	Marion Hills North	Clarendon Hills – Crest	2000	2100
Capital Drive	64	Marion Hills South	Elm St – Janet Ave	2002	980
Windmere Court	67	North of 67 th	Ridge Ave to limit	2000	570
Sean Circle	67	North of 67 th	67 th St – 67 th St	2003	850
Ironwood Avenue	65	Hinsbrook	69 th St – Beechnut Ln	2006	2050
Gail Avenue	68	Brookhaven #1	79 th St – Linden Ave	2005	1240
Woodmere Drive	69	Woodmere	Lemont Rd – Windsor Dr	2001	1218
Curran Court	67	Woodmere	Woodmere Dr – Limit	2001	225
Windsor Drive	67	Woodmere	Whitlock Dr – Woodmere Dr	2001	995
Morgan Court	67	Woodmere	Windsor Ct - Limit	2001	200
Windsor Court	67	Woodmere	Windsor Ct – Limit	2001	107
Whitlock Drive	67	Woodmere	Hedgewood Ave – Windsor Dr	2001	680
Oxford Drive	67	Woodmere	Windsor Dr – Oxford Ct	2001	276
Oxford Court	67	Woodmere	Oxford Dr – Limit	2001	312
Cameron Court	67	Woodmere	Whitlock Dr - Limit	2001	212
Hedgewood Drive	67	Woodmere	Woodmere Dr – Whitlock Dr	2001	616

2015 Road Program Engineering Agreement

November 24, 2014

Page 2

Street Name	Rating	Subdivision	Limit	Most Recent Rehab	Road Length
Oldfield Road	60	Carriage Hill	N Frontage – Washington	2001	3000
87 th Street	60	Carriage Hill	Washington – Lemont Rd	2001	2300
Andrus Road	60	Carriage Hill	Oldfield Rd – 451 Andrus	1999	300
Lake Ridge Drive	69	Carriage Green 4	Kimberly – Oldfield Rd	2004	1630
Royal Swan Lane	67	Carriage Green 4	Lake Ridge Dr - Limit	2004	1630
Black Swan Court	67	Carriage Green 4	Royal Swan Ln – Limit	2001	200
Evergreen Lane	67	Carriage Green 3	N Frontage Rd – Bailey Rd	2001	2613
Chapman Court	65	Marco Smart	Chapman Dr – Limit	1999	800
Chapman Drive	67	Marco Smart	Bailey Rd – Chapman Ct	1999	800
Adams Street	67	Marco Smart	Urban Dr – Chapman Dr	1996	620
Von Drash Dr	67	Marco Smart	Bailey Rd – Adams St	1996	450
Urban Drive	67	Marco Smart	Bailey Rd – Adams St	1996	475
Darien Woods Court	65	Darien Woods	S Frontage Rd – Limit	2002	440
Kearney Road	65	Darien Woods	S Frontage Rd – Limit	1998	600
Portsmouth Drive	67	Farmingdale Terr S	N Frontage Rd – 8100 Wittington Ct	2003	2100
LINEAL FEET					31449
MILES					6.0

The proposed Engineering Agreement includes the following scope of services:

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

Total Engineering Cost for Task 1 - \$4,296.00

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

field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available funds for the project.

Total Engineering Cost for Task 2 - \$14,496.00

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

Total Engineering Cost for Task 3 - \$1,074.00

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

Total Engineering Cost for Task 4 - \$1,328.00

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

Total Engineering Cost for Task 5 - \$6,000.00

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

Cost for Task 1-	\$ 4,296.00
Cost for Task 2-	\$14,496.00
Cost for Task 3-	\$ 1,074.00
Cost for Task 4-	\$ 1,328.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 3,000.00</u>
Total cost	\$30,194.00

Funding for the Engineering Services would be expended from the following line item of the FY 15 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE151170	ENGINEERING BID SPECIFICATIONS	\$30,000.00	\$ 30,194.00	\$ (194.00)

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$30,194.00.

The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.

Tentative Schedule

Description/Task	Completion Date
Prepare Bid Specifications	December 2014
Bid Due Date	January 2015
Committee Agenda Contract Review/Approval	January/February 2015
Council Agenda Contract Review/Approval	February/March 2015
Execute Contract	March 2015
Start Layout	April 2015
Start Construction	Mid-May 2015
Completion	July 2015

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 1, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKEN ENGINEERING, LTD. FOR THE 2015 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,194.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2015 Street Maintenance Program in an amount not to exceed \$30,194.00, a copy of which is attached hereto as “Exhibit A” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of December, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of December, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

November 20, 2014

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2015 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2015 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2015 Road Program will consist of resurfacing for the following streets:

STREET	ROAD LENGTH
Iris Road	1240
68th Street	2100
Capital Drive	980
Windmere Court	570
Sean Circle	850
Ironwood Avenue	2050
Gall Avenue	1240
Woodmere Drive	1218
Curran Court	225
Windsor Drive	995
Morgan Court	200
Windsor Court	107
Whitlock Drive	680
Oxford Drive	276

Oxford Court	312
Cameron Court	212
Hedgewood Drive	616
Oldfield Road	3000
87th	2300
Andrus	300
Lake Ridge Drive	1630
Royal Swan Lane	1250
Black Swan Court	200
Evergreen Lane	2613
Chapman Court	800
Chapman Drive	800
Adams Street	620
Von Drash Drive	450
Urban Drive	475
Darlen Woods Court	440
Kearney Road	600
Portsmouth Drive	2100
	31,449
MILES	6.0

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

The total length of streets to be resurfaced for the project is approximately 31,449 feet (6.0miles).

SCOPE AND FEE

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

Engineer V \$179/hr x 24 hrs = \$4,296

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

Engineer V \$179/hr x 24 hrs	= \$ 4,296
Engineer I/II \$102/hr x 100 hrs	= <u>\$10,200</u>
	Total \$14,496

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

Engineer V \$179/hr x 2 meetings x 3 hrs	= <u>\$1,074</u>
	Total \$1,074

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

Engineer V \$179/hr x 4 hrs	= \$ 716
Engineer I/II \$ 102/hr x 6 hrs	= <u>\$ 612</u>
	Total \$1,328

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

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

Task 1	Field Reconnaissance	\$ 4,296
Task 2	Preparation of Bid Booklet	\$14,496
Task 3	Coordination Meetings	\$ 1,074
Task 4	Bidding Assistance	\$ 1,328
Task 5	Sampling Analysis - Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 3,000</u>
	NOT TO EXCEED	\$30,194

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100
 <u>Direct Costs</u>	
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, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
November 24, 2014

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2015 Street Maintenance Program, in an amount not to exceed \$12,000.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 69 pavement corings for the tentatively proposed 2015 Street Maintenance Program. The following roads have been slated for the 2015 Street Maintenance Program:

PROPOSED 2015 ROAD PROGRAM					
Street Name	Rating	Subdivision	Limit	Most Recent Rehab	Road Length
Iris Road	64	Marion Hills North	High Rd- Crest Rd	1999	1240
68 th Street	65	Marion Hills North	Clarendon Hills – Crest	2000	2100
Capital Drive	64	Marion Hills South	Elm St – Janet Ave	2002	980
Windmere Court	67	North of 67 th	Ridge Ave to limit	2000	570
Sean Circle	67	North of 67 th	67 th St – 67 th St	2003	850
Ironwood Avenue	65	Hinsbrook	69 th St – Beechnut Ln	2006	2050
Gail Avenue	68	Brookhaven #1	79 th St – Linden Ave	2005	1240
Woodmere Drive	69	Woodmere	Lemont Rd – Windsor Dr	2001	1218
Curran Court	67	Woodmere	Woodmere Dr – Limit	2001	225
Windsor Drive	67	Woodmere	Whitlock Dr – Woodmere Dr	2001	995
Morgan Court	67	Woodmere	Windsor Ct - Limit	2001	200
Windsor Court	67	Woodmere	Windsor Ct – Limit	2001	107
Whitlock Drive	67	Woodmere	Hedgewood Ave – Windsor Dr	2001	680
Oxford Drive	67	Woodmere	Windsor Dr – Oxford Ct	2001	276
Oxford Court	67	Woodmere	Oxford Dr -- Limit	2001	312
Cameron Court	67	Woodmere	Whitlock Dr - Limit	2001	212

Street Name	Rating	Subdivision	Limit	Most Recent Rehab	Road Length
Hedgewood Drive	67	Woodmere	Woodmere Dr – Whitlock Dr	2001	616
Oldfield Road	60	Carriage Hill	N Frontage – Washington	2001	3000
87 th Street	60	Carriage Hill	Washington – Lemont Rd	2001	2300
Andrus Road	60	Carriage Hill	Oldfield Rd – 451 Andrus	1999	300
Lake Ridge Drive	69	Carriage Green 4	Kimberly – Oldfield Rd	2004	1630
Royal Swan Lane	67	Carriage Green 4	Lake Ridge Dr - Limit	2004	1630
Black Swan Court	67	Carriage Green 4	Royal Swan Ln – Limit	2001	200
Evergreen Lane	67	Carriage Green 3	N Frontage Rd – Bailey Rd	2001	2613
Chapman Court	65	Marco Smart	Chapman Dr – Limit	1999	800
Chapman Drive	67	Marco Smart	Bailey Rd – Chapman Ct	1999	800
Adams Street	67	Marco Smart	Urban Dr – Chapman Dr	1996	620
Von Drash Dr	67	Marco Smart	Bailey Rd – Adams St	1996	450
Urban Drive	67	Marco Smart	Bailey Rd – Adams St	1996	475
Darien Woods Court	65	Darien Woods	S Frontage Rd – Limit	2002	440
Kearney Road	65	Darien Woods	S Frontage Rd – Limit	1998	600
Portsmouth Drive	67	Farmingdale Terr S	N Frontage Rd – 8100 Wittington Ct	2003	2100
LINEAL FEET					31449
MILES					6.0

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (69 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

Total Engineering Cost for Task 1 - \$11,500.00

Task 2 – Evaluation of Geotechnical Report: CBBEL and City staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2014 Road Program.

Total Engineering Cost for Task 2 - \$500.00

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

Cost for Task 1-	\$11,500.00
Cost for Task 2-	<u>500.00</u>
Total Cost	\$12,000.00

Funding for the Engineering Services would be expended from the following line item of the FY 15 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE151171	ROAD CORE SPECS/TESTING SERVICES	\$12,000.00	\$ 12,000.00	\$ - 0 -

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$12,000.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 1, 2014 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2015 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$12,000.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd., for pavement corings for the proposed 2015 Street Maintenance Program in an amount not to exceed \$12,000.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of December, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of December, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

November 19, 2014

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2015 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2015 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2015 Road Program will consist of the following streets:

PROPOSED 2015 ROAD PROGRAM		
STREET	ROAD LENGTH	CORES
Iris Road	1240	3
68th Street	2100	4
Capital Drive	980	2
Windmere Court	570	1
Sean Circle	850	2
Ironwood Avenue	2050	4
Gail Avenue	1240	3
Woodmere Drive	1218	3
Curran Court	225	1
Windsor Drive	995	2
Morgan Court	200	1
Windsor Court	107	1

Whitlock Drive	680	1
Oxford Drive	276	1
Oxford Court	312	1
Cameron Court	212	1
Hedgewood Drive	616	1
Oldfield Road	3000	6
87th	2300	5
Andrus	300	1
Lake Ridge Drive	1630	3
Royal Swan Lane	1250	3
Black Swan Court	200	1
Evergreen Lane	2613	5
Chapman Court	800	2
Chapman Drive	800	2
Adams Street	620	1
Von Drash Drive	450	1
Urban Drive	475	1
Darien Woods Court	440	1
Kearney Road	600	1
Portsmouth Drive	2100	4
	31,449	69
MILES	6.0	

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 69 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2015 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 11,500
Task 2	Evaluation of Geotechnical Report	\$ 500
	TOTAL	\$ 12,000

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

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, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
October 27, 2014**

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

ABSENT: None

OTHERS: Joanne Ragona – Clerk, Joe Kenny - Alderman

ESTABLISH QUORUM

Chairperson Marchese called the meeting of the Municipal Services Committee to order at 6:35 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

- A. 2601 75th Street, Mi Hacienda - Petitioner seeks approval of a variation to reduce the required corner side yard setback from 50 feet to zero feet for a patio for outdoor dining.**

Mr. Dan Gombac, Director reported that this item was pulled from the October 6th City Council meeting to revise certain language. He reported that at the October 6th City Council Meeting that Mr. Rodriguez forwarded a petition supporting the patio at Mi Hacienda. He further reported that the signatures were from patrons of the restaurant and not the adjacent residents.

Mr. Gombac stated that the Committee received a memo from Attorney Murphey regarding his opinion for the use.

Mr. Gombac stated a petition against the patio was submitted, provided a breakdown of the signatures submitted and reported that he received an additional 34 signatures prior to the meeting.

Mr. Gombac stated that the residents south of Mi Hacienda are concerned about parking. He stated that it was suggested by staff that signs can be put up at the developers expense designating the area residential parking.

Alderman Seifert stated that the half patio is ambiguous and that he has not seen anything that has changed his mind. He stated that the patio was constructed without a permit and that if it was looked at from the beginning it would not have been approved. Alderman Seifert stated that he wasn't initially in favor of the half patio and although he sympathizes with the money that was spent, this still does not change his mind.

Chairperson Marchese stated that he agreed with Alderman Seifert. He stated that after reading the Attorney's memo that the half patio creates ambiguity. He further stated that

he wished that the petitioner would have done this the correct way initially and he would have saved a tremendous amount of money. Chairperson Marchese stated that he is not in favor of a half patio and that the patio should be returned to landscaping.

Alderman Beilke stated that she did not agree with the City Attorney and was in favor of keeping the half patio.

Chairperson Marchese stated that the permit process was not followed.

Mr. Enrique Rodriguez, Mi Hacienda apologized for the mix up on the permit. He stated that he has been in Darien for 11 years and has never had any problems. He further stated that the purpose of the patio was to serve breakfast and that he is not planning on using the patio after 7:00 p.m. Mr. Rodriguez stated that Mr. Andreius Presniakouas talked to Wolf Camera to use the parking. He stated that he was being condemned for not getting a permit, that he is not putting a bar out on the patio.

Mr. Rodriguez stated that the neighbors on Main Street were in favor of the patio and that he can have valet parking to make the neighbors happy.

Chairperson Marchese questioned the cost to remove half of the patio.

Mr. Presniakouas stated that he thought it would be approximately \$3,000 – \$4,000. He stated that the grass never grew in that area because there is a tree there and no sun.

Alderman Seifert stated that Mr. Rodriguez was not being condemned as a business owner. He stated that they did not follow the permit process and that if they went the proper route this request may have been voted down.

Chairperson Marchese opened the meeting to anyone wishing to present public comment.

Mr. Art Donner, 7548 Cambridge stated that he is a resident and elected Republican Committeeman and that parking is an issue. He stated that parking at Wolf Camera makes no sense. Mr. Donner stated that there is never parking down the street when businesses were there before Mi Hacienda. He stated that the area is becoming too commercialized and makes no sense.

Alderman Seifert questioned the number of parking spaces.

Mr. Michael Griffith, Senior Planner stated that there are 36 parking spaces and that the building requires 24 parking spaces based on two tenants and the square footage. He stated that one restaurant will be based on seating but that Mi Hacienda is not a stand-alone restaurant.

Ms. Luanne Spiros stated that she was concerned about the homes and property values but also about safety on the street. She stated that after reading the Attorney's comments that there should be complete removal of the patio because it has no function. Ms. Spiros stated that she had two photos of the parking on their street and that it is not safe.

Treasurer Mike Coren questioned the parking widths and if they were 9' or 10'.

Mr. Griffith stated from the plat of survey it seems the parking stalls are 10 feet wide, they can be 9 feet wide which would add one or two spots.

Mr. Gombac stated that he met with Mr. Rodriguez on October 7th to try to reconfigure the area. He stated that staff and the petitioner can go back to the drawing board and discuss at a later date. Mr. Gombac stated that a couple of bistro tables out front can be done without any issues but with alcohol it would have to be corded off.

Alderman Beilke stated that she has an issue with the setback regardless of the parking even if he keeps the half patio.

There was no one else wishing to present public comment.

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to deny the petition as presented with items 1-4 and return the area to landscape material.

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

Chairperson Marchese announced that this would be on the City Council agenda scheduled for November 3rd.

B. PZC 2014-08: 1000 N. Frontage Road, Unit C, Miskatonic Brewing: Petitioner seeks approval of the following:

- 1. Text amendment to the Zoning Ordinance listing a brewery with taproom as a special use within the OR&I Office, Research and Light Industrial District.**
- 2. Special use for a brewery with taproom in the OR&I Office, Research and Light Industrial District.**
- 3. A variation from the Zoning Ordinance to reduce the required corner side yard setback from 50 feet to 24 feet in order to construct a patio.**
- 4. A variation from the Sign Code to permit a 100 square foot identification sign on the overhead door where 16 square feet is otherwise permitted.**

Mr. Michael Griffith, Senior Planner reported that the PZC held a public hearing and recommend approval of the petition as presented. He reported that residents were present and voiced their concerns with truck traffic and parking on Wilmette. He stated that the daycare to the east was also represented and concerned about alcohol near a daycare but it was confirmed that the distance was not an issue.

Mr. Griffith stated that they are proposing a brewing business with a taproom and a patio. He stated that the business will hold events for brewing and private group tours but that the primary business is wholesale but that they would like to sell onsite with refillable growlers.

Chairperson Marchese questioned the food trucks.

Mr. Dan Gombac, Director reported that he has had meetings with the petitioners and that they are going to work with the local restaurants. He stated that it will be Bring Your Own Food concept and not having the ability to serve food.

Alderman Seifert questioned the private parties and if they are seeking a full bar permit.

Mr. Gombac reported that they are not seeking a full bar permit.

The petitioner, Mr. Josh Mowery, Miskatonic Brewing stated that the tap room will hold 50 or less for private parties. He stated that he envisions community groups, VFW, Chamber using the space for meetings and events. He stated they do not intend to have a full service liquor license.

Mr. Griffith reported that there were no concerns with the patio but that the residents to the east and south had issues with parking and the hours.

Alderman Seifert stated that it was a nice idea and a wonderful addition to Darien.

Alderman Beilke questioned if they were the tenant in the middle.

Mr. Mowery stated that currently they are the tenant in the middle but that they have an agreement with the owners and plans to go into bottling and will need more space.

Alderman Beilke questioned the sales of the growlers.

Mr. Mowery stated that the growlers will be sealed and available for purchase and taxed. He stated that the growlers will be available in a 32 or 64 ounce glass or steel recepticals and sealed to stay fresh. He further stated that it is beer to go.

Mr. John Wyzkiewicz, Miskatonic Brewing stated that growlers are not a keg but more like a pint. He stated they have an agreement with the owners of the building to the north for overflow parking.

Alderman Beilke questioned if the food trucks would be parked in the corner.

Mr. Mowery stated that the food trucks will be more for catering special events.

Alderman Seifert questioned if staff compared other municipalities with this type of business.

Mr. Griffith reported that staff used the data of what the petitioner provided and did not contact other municipalities.

Mr. Gombac stated that they would gather some information and forward to the Committee prior to the City Council meeting.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve PZC 2014-08: 1000 N. Frontage Road, Unit C, Miskatonic Brewing.

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

C. Ordinance – Amending the Liquor Control Regulations, Section 3-3 of the City Code to create a new liquor license, a Class N License.

Mr. Michael Griffith, Senior Planner reported that currently there is not a liquor license that meets the needs of the brewery. He stated that creating a new liquor license requires amending the City Code. Mr. Griffith reported that the Committee received the license language which limits the amount of beer, onsite and offsite retail, hours and restricts live entertainment outdoors.

Mr. Dan Gombac, Director reported that the language was crafted from other municipalities and reviewed by the City Attorney.

Alderman Seifert questioned if the petitioners would restrict bringing in other liquor. He stated that bottle sharing is common.

Mr. Josh Mowery, Miskatonic Brewing stated sharing bottles from other breweries is common and they would like to allow it in the tap room.

Alderman Beilke questioned the signage and advertising.

Mr. Mowery stated that they will follow the sign code and the square footage on the building. He stated that the 10' x 10' sign is for identification for the overhead door.

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

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

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

D. Discussion – Request from Jim’s Quality Meats, Ltd.

Mr. Dan Gombac, Director reported that for the last six months to a year staff has been working with Jim’s Meats for a commitment to stay in Darien. He reported that the owner, Ed Wedell and his accountant Al Malley submitted a letter requesting a grant from the City in an amount of \$235,000 to be used for the tenant build out and equipment purchase. Mr. Gombac stated that the Mr. Wedell has a deadline for a commitment to the developer.

Mr. Michael Coren, City Treasurer questioned if Mr. Wedell approached the new landlord.

Mr. Wedell stated that he had not approached the landlord and that his attorney is still waiting to see the lease. Mr. Wedell stated that he is looking for guidance. He stated that he had a set of plans for the building but no further commitments or plans.

Mr. Coren stated that Mr. Wedell was putting the cart before the horse and that he should negotiate with the tenants first.

Mr. Al Malley stated that the cost is \$80 per square foot and that they are trying to cut costs by purchasing used equipment if it is available. He stated that they are looking for concession for the business similar to what the City did for some businesses in Darien.

Mr. Coren explained that the City provided concessions for the Home Depot and Walmart which bring in substantial sales tax. He stated that the City provided concession to businesses by fronting money but it did not cost the City anything. He stated that the money was set up as a loan. He further stated that the deal that Jim's is asking for is better than any big business in town and that he has difficulty supporting the request. Mr. Coren stated that the deal is out of grounds.

Mr. Wedell stated that he is looking for guidance and help.

Mr. Malley questioned if they could use the same model that Chuck's used.

Alderman Seifert stated that keeping Jim's has always been in conversation but that it is necessary to negotiate with the landlord. He stated that this request places the City with negotiating against ourselves and we cannot address this issue at all right now.

Chairperson Marchese stated that he hopes that Jim's stays in Darien and that something gets worked out.

Mr. Gombac stated that he can organize a meeting with Ed and the landlord. He stated that the Senior Partner of Darien Pointe is aware of Jim's and has planned on retaining him in Darien.

E. Discussion – Neighborhood Parking Issues/Hinsdale South High School – Discussion regarding overflow Hinsdale South High School special event parking on Poplar Lane, Eleanor Place and Elm Street.

Mr. Dan Gombac reported that the parking at the High School has been an ongoing issue. He reported that staff is suggesting adding additional streets to the Ordinance.

Alderman Beilke asked if the school or City has looked into purchasing lots for additional parking.

Alderman Seifert stated that he looked at the area and that the school purchasing a lot is not going to happen. He suggested looking at all the parking surrounding the school and come up with a universal ordinance.

Alderman Beilke suggested parking on one side of the street for all of the blocks.

Mr. Gombac reported that he spoke with the school regarding above ground parking adjacent to Elm and Eleanor and that they have not moved forward.

Alderman Seifert stated that one side parking will cause a lot of issues.

Chairperson Marchese suggested no parking on either side with or without an event.

Mr. Gombac reported that a survey will be sent to the residents on Poplar, Elm and 74th Street regarding signage. Staff will also be reaching out to the County regarding parking

F, Minutes – September 22, 2014 Municipal Services Committee

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve the September 22, 2014 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT

A. Discussion – BYOB Survey

Mr. Dan Gombac, Director reported that City Clerk, Joanne Ragona approached the Committee regarding businesses with BYOB.

Mr. Michael Griffith, Senior Planner reported that he contacted a couple municipalities with BYOB. He reported that some require a liquor license and some do not but that the business requires extra insurance. Mr. Griffith stated that staff will survey the surrounding communities and report back to the Committee. He reported that he is aware of two businesses in Darien with BYOB.

Ms. Joanne Ragona, City Clerk suggested contacting the Illinois Liquor Commission. She stated that they regulate the registered licenses and can provide guidance regarding insurance as well as corking fees and other things associated with this.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regular meeting is scheduled for Monday, November 24, 2014 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Beilke made a motion and it was seconded by Alderman Seifert to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:37 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Tina Beilke
Alderman

Joerg Seifert
Alderman



October 29, 2014

Mr. Bryon Vana
City Administrator
City of Darien
1702 Plainfield RD
Darien, IL 60561

Dear Mr. Vana:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of \$21,016 to the City of Darien for energy efficient upgrades to lighting systems in your facilities.

Thank you for your leadership in demonstrating the value of investing in energy efficiency for your community: enhancing lighting quality, saving money, and improving the environment.

The attached grant agreement defines the terms and conditions of the grant.

To accept the grant, please review, sign and return the grant agreement electronically to the Foundation as soon as possible and no later than one month from today. Please keep a copy of the grant agreement for your records.

FAILURE TO DO SO MAY RESULT IN THE TERMINATION OF YOUR GRANT.

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. You can access your account by logging in at https://www.grantrequest.com/SID_325/?SA=AM. Be sure to provide your log-in credentials to others who may be managing these requirements.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

Dennis F. O'Brien
Executive Director



October 29, 2014

Mr. Bryon Vana
City Administrator
City of Darien
1702 Plainfield RD
Darien, IL 60561

Re: **Request ID: 6974**
Darien City Hall & Police Station

Dear Mr. Vana:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of **\$21,016** to the City of Darien ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return a complete counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period **November 1, 2014 through October 31, 2015** (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the number of annual kilowatt hours of electricity reduced as a result of the Project as completed, but not more than \$21,016 or 40% of the total resulting cost of the project. If the resulting kilowatt hour reduction is less than 140,106.00 kilowatt hours, as estimated in the application materials submitted to the Foundation by the Grantee, the amount of the grant may be reduced on a pro-rated basis to reflect the actual reduction. The grant amount will not be increased in the event that the Project yields a greater kilowatt hour reduction than estimated in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the Darien City Hall & Police Station (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated September 11, 2014. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

An **Interim Report** shall be submitted 6 months after the start of the grant period. The Interim Report shall include an update on project activity including construction – if started. If construction has not started 6 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start.

If the term of the grant extends beyond the grant expiration date due to substantial delays in project construction and completion, additional Interim Reports may be required if deemed necessary by the Foundation. In such circumstances, additional report(s) should be provided in six month increments after the initial Interim Report is submitted.

Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment") as part of the Final Report. Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

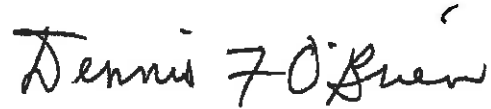
The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director.

Attachment: Exhibit A – Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee _____
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee _____

Title of Signer _____

Authorized Signature _____
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed _____



Illinois Clean Energy

community foundation

2 North LaSalle Street • Suite 1140 • Chicago IL 60602
312.372.5191 • fax 312.372.5190 • www.IllinoisCleanEnergy.org

Exhibit A

Grantee Documents Required for Payment

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. You can access your account by logging in at https://www.grantrequest.com/SID_325/?SA=AM. Be sure to provide your log-in credentials to others who may be managing these requirements.

DOCUMENTS REQUIRED IMMEDIATELY

To accept the grant offered by the Foundation, the Grantee must return a complete, counter-signed copy of the Grant Agreement within one month from the date of this letter. Please keep a copy of the Agreement for your records.

DOCUMENTS REQUIRED UPON PROJECT COMPLETION

Upon completion of the Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send and upload the Foundation a signed letter on organization letterhead that:

1. confirm the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory; and
2. request that the grant be paid, specifying the exact amount requested.

As attachments to that letter, the Grantee must provide the following documentation:

3. a detailed **updated** list of the quantity(ies) and type(s) of all lighting equipment removed and new/retrofit systems installed as part of the Project; (see notes below)
4. a copy of the final itemized invoice(s) from and/or check(s) issued to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project *for each facility upgraded*; and
5. a summary **updated** calculation of the electricity reduction, in kilowatt hours, resulting from the Project, as completed, *for each facility upgraded*. (see the following notes)

Notes:

- a. The wattage savings due to work that is not eligible to be supported with this grant, such as upgrades the replacement of incandescent bulbs with "screw-in" compact fluorescent bulbs, should NOT be included in this calculation).
 - b. Regarding documentation requirements #3 and #5; updated information reflecting actual lighting upgrade work performed and corresponding reduction in watts or kilowatts must be provided. A copy of documentation provided with the original funding application will not be accepted as evidence of compliance with these requirements.
- a.