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## PRE-COUNCIL WORK SESSION — 7:00 P.M.

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## Agenda of the Regular Meeting

of the City Council of the

## CITY OF DARIEN

December 2, 2013

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [November 13, 2013, Goal Setting Session](#)  
— [November 18, 2013, City Council](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Mayor Proclamation "[Drunk And Drugged Driving\(3D\) Prevention Month](#)" (December 2013)
  - B. Deborah L. Darzinskis - Executive Director of the DuPage Housing Authority
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. [FYE 2013-14 Expenditure List Cost Comp \(Rev Nov 14\)](#)
12. Treasurer's Report
  - A. Warrant Number — [13-14-14](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to [Authorize the City Administrator to Move Forward with Filling the Role of Full Time Community Service Officer with Three Part Time Positions](#)
  - B. Consideration of a Motion to Approve [an Ordinance Approving a Special Use to the Darien Zoning Ordinance for a Drinking Establishment \(PZC 2013-09: Darien VFW Post 2838, 7515 Cass Avenue\)](#)
  - C. Consideration of a Motion to Approve [a Resolution Waiving the Liquor License Fee Charged to Darien VFW](#), for the Period Between December 1, 2013 to June 30, 2014, in the Amount of \$583.33
  - D. Consideration of a Motion to Approve [an Ordinance Amending Title 5A Chapter 5-7-3, "General Provisions and Regulations, Permitted Obstructions in Required Yards", and Chapter 12-4-1, "Noise", of the Darien City Code \(PZC 2013-10: Text Amendment: Generators\)](#)
  - E. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-23, Copy of the Ordinance to be Provided Licensees, of the Darien City Code](#)
  - F. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for Pavement Corings for the Proposed 2014 Street Maintenance Program](#) in an Amount not to Exceed \$9,750.00

- G. Consideration of a Motion to Approve [a Resolution To Enter into an Agreement with Christopher B. Burke Engineering for the 2014 Street Maintenance Program in an Amount not to Exceed \\$25,730.00](#)
  - H. Consideration of a Motion to Approve [a Resolution To Permit Limited Accessory Structures and Limited Recreational Activities on Certain City of Darien- Owned Property, Located Immediately East of the Darien Towne Center](#) – PIN No: 09-29-400-020, Lot 3 of the Darien Towne Center PUD, and Referred to as an Undisturbed/Buffer Area
17. New Business
- A. Consideration of a Motion to Approve [an Ordinance Levying Taxes for General and Special Corporate Purposes for the Fiscal Year Commencing on the First Day of May, 2013, and Ending on the Thirtieth Day of April, 2014, for the City of Darien, Illinois](#)
  - B. Consideration of a Motion to Approve [an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on the First Day of May, 2013, and Ending on the Thirtieth Day of April, 2014, in and for the City of Darien Special Service Area Number One Known as Tara Hill](#)
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

**CITY OF DARIEN**  
**GOAL SETTING SESSION**  
Minutes of the Special Meeting

November 13, 2013  
**Police Department Training Room**  
**6:00 P.M.**

Present: Mayor Kathleen Weaver, Treasurer Michael Coren, Clerk JoAnne Ragona, Alderman Ted Schauer, Alderman Tina Beilke, Alderman Joe Kenny, Alderman Joerg Seifert, Alderman Joe Marchese, Alderman Sylvia McIvor, Alderman Tom Belczak, City Administrator Bryon Vana, Director of Municipal Services Dan Gombac, Assistant Administrator Scott Coren, Police Chief Ernest Brown

**Call to Order:** 6:00 P.M.

**Cass Avenue and 75<sup>th</sup> Street Development**

Mayor Weaver discussed the report from Batistich Architects that provided estimates on repairing and remodeling the existing center in the amount of \$1,330,000 and demolishing and rebuilding two buildings with a community area and fountain for \$2,580,000. All aldermen asked were in favor of demolishing the rebuilding two buildings. Administrator Vana said the funding for this project and options including spending current fund balances, or issuing a bond, could be discussed along with the rest of the upcoming FYE 15 budget. Staff was directed to solicit bids for architectural services for constructing the building.

**Crime Free Housing**

Chief Brown discussed the concept of a crime free housing ordinance, which would require licenses to rent property, similar to a business license. Chief Brown said this would give the City of Darien more strength to work with leasing agents of multi-family complexes to ensure criminals do not have an easy location within the community to operate. The aldermen were in agreement that they wanted to look more closely and more forward with this concept. Staff was directed to prepare a draft ordinance for review.

**Video Gaming Review**

The City Council discussed video gaming in the community, which is currently allowed after an ordinance prohibiting gaming was repealed earlier in 2013. The majority of the City Council wanted to continue to permit video gaming. Several aldermen expressed concern about large signs that announced video gaming at certain locations, and staff was directed to investigate and bring options on amending the sign code to prohibit video gaming. Administrator Vana suggested the staff could also review the sign code in its entirety and bring this to the City Council at a later date.

**Aldermen Service/Priority Survey Review**

Each alderman discussed their survey and future priorities for the community. The aldermen agreed that improving the website, communicating with seniors, and having a “Senior” section in the *Neighbors* newsletter were priorities.

**Adjournment**

The meeting was adjourned at approximately 9:30 pm.

A WORK SESSION WAS CALLED TO ORDER AT 7:07 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 18, 2013 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:11 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**NOVEMBER 18, 2013**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Tina M. Beilke	Sylvia McIvor
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Joerg Seifert
	Joseph A. Marchese	

Absent: None

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

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

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

Mohammed Uddin of 7536 Wilton Road provided a brief history of the creation of the buffer zone between the residents on Wilton Road and Home Depot. He requested authorization from the City Council to allow construction of a shed in the buffer zone area. Director Gombac advised this request will be reviewed by the Municipal Services Committee on November 25, 2013 at 6:30, and invited Mr. Uddin to attend the meeting. Alderman McIvor advised the agenda item will include all the residents on Wilton who back up to the buffer zone. Administrator Vana noted that the buffer zone is the City's property.

6. **APPROVAL OF MINUTES** – November 4, 2013 City Council Meeting

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of November 4, 2013 as amended to correct the date of the Hinsdale South High School Hall of Fame event from November 22 to November 21, 2013.

Roll Call:       Ayes:       Belczak, Kenny, Marchese, Schauer, Seifert

Abstain:       Beilke, McIvor

Nays:         None

Absent:       None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received an e-mail from Rich and Marilyn Koszyk on 77<sup>th</sup> Street expressing pleasure with the tree planting and professional service of the tree vendor.

Mayor Weaver received an e-mail that was forwarded from staff from Guy Tanney of 7117 Clarendon Hills Road commending Municipal Services for their fine job in picking up a large amount of brush.

8. **MAYOR'S REPORT**

A. **CONSIDERATION OF A MOTION TO ADVISE AND CONSENT THE APPOINTMENT OF BARBARA BOYER, CAREY GONCZY, BONNIE**

**KUCERA, CAROL MALLERS AND LINDA ZEMAN TO THE CITIZEN OF THE YEAR COMMITTEE**

It was moved by Alderman McIvor and seconded by Alderman Seifert to advice and consent the appointment of Barbara Boyer, Carey Gonczy, Bonnie Kucera, Carol Mallers and Linda Zeman to the Citizen of the Year Committee.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Barbara Boyer, Carey Gonczy, Bonnie Kucera, Carol Mallers and Linda Zeman.

Bonnie Kucera acknowledged Kathy Lyons and Fran Mazzolini who served for twenty years on this committee, and thanked them for their service.

Mayor Weaver announced that the Citizen of the Year dinner/dance will be held on March 8, 2014.

Mayor Weaver gave a brief overview and summary of the Goal Setting Session which took place on November 13, 2013 as follows:

- Cass & 75<sup>th</sup> Street: Staff will continue to move forward with architectural and engineering services; the City will maintain ownership of the property.
- Crime-Free Housing Program: Discussion regarding establishment of a program to reduce crime in large, multi-family complexes, which will be reviewed by the Police Committee.
- Video Gaming: The City will continue to allow video gaming; the Sign Ordinance will be reviewed to not allow video gaming signage at the establishments.
- Alderman Service Survey: The survey reaped beneficial opinions of services.

**B. DARIEN CHAMBER OF COMMERCE UPDATE**

Clare Bongiovanni provided an update as follows:

- The Darien Chamber of Commerce is designing a new website which should be completed in early 2014.
- Congratulated 2013 Darien Chamber Excellence Award recipients: Carmelite Carefree Village; Burr Ridge Veterinary Clinic; Vein Center at University Medicine and Cardiology; and The Keyboard Touch, Inc.
- Caldwell, Coren and Sceggel, located at 7900 Cass Avenue, will be celebrating their new location with a ribbon cutting ceremony on November 21, 2013 at 5:00 P.M.
- The Darien Historical Society is sponsoring their Annual Tree Lighting Ceremony at Old Lace School Museum on December 1, 2013 at 4:00 P.M.
- The Holiday Extravaganza will be held at Home Run Inn on December 7, 2013 from 11:00 A.M. to 3:00 P.M.
- Chestnut Court retail stores will be celebrating the Holiday Extravaganza with special offers throughout the mall.
- Mr. and Mrs. Claus will be at Oakridge Hobbies and Toys on December 7, 2013 from noon to 3:00 P.M.
- The 14<sup>th</sup> Annual Darien Dash will be held on May 18, 2013; Ted Schauer is the new Race Director.
- Reminded residents to Shop Local Shop Darien and to visit [www.darienchamber.com](http://www.darienchamber.com) to view preferred offers.
- Donations to assist communities most affected by Sunday's tornadoes, may be made through [www.redcross.org](http://www.redcross.org).
- On behalf of the Darien Chamber Board of Directors, Ms. Bongiovanni wished everyone a Happy Thanksgiving.

9. **CITY CLERK'S REPORT**

City Clerk Ragona announced Darien City Offices will be closed on November 28 and 29, 2013 in observance of the Thanksgiving Holiday.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana advised that the Municipal Services Committee will review video gaming signage.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...announced that damage from Sunday's storm was minimal, and there will be no special brush pick-up.

...street sweeping will be conducted beginning on November 20 and will be completed on December 5, 2013.

...residents are welcome to drop off branches at the Public Works facility; no grass or leaves allowed.

...requested residents be diligent in keeping leaves out of street, ditches, and sewers to prevent flooding, and requested clogged sewers be reported during office hours to 630-353-8105 or after hours/weekends call 911.

Alderman McIvor reminded everyone that next week is the last week for the free leaf pick-up program.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 13-14-13**

It was moved by Alderman Seifert and seconded by Alderman Kenny to approve payment of Warrant Number 13-14-13 in the amount of \$346,768.81 from the enumerated funds; and \$253,058.15 from payroll funds for the period ending 11/14/13; for a total to be approved of \$599,826.96.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. TREASURER’S REPORT – OCTOBER 2013**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of October 2013:

General Fund: Revenue \$7,728,032; Expenditures \$6,134,269; Current Balance \$2,517,349

Water Fund: Revenue \$2,885,859; Expenditures \$2,513,318; Current Balance \$1,245,036

Motor Fuel Tax Fund: Revenue \$270,023; Expenditures \$226,112; Current Balance \$336,619

Water Depreciation Fund: Revenue \$61,451; Expenditures \$129,320; Current Balance \$674,849



Capital Improvement Fund: Revenue \$3,970,655; Expenditures \$2,554,617;  
Current Balance \$5,227,135  
Capital Projects Debt Service Fund: Revenue \$490,612; Expenditures \$86,838; Current  
Balance of \$411,635

Treasurer Coren provided an update on the quarterly review of the Police Pension Fund.

13. **STANDING COMMITTEE REPORTS**

**Police Committee** – Chairman McIvor submitted the minutes of the October 21, 2013 meeting of the Police Committee. She announced the next meeting is scheduled for December 16, 2013 at 6:00 P.M. in the Council Chambers.

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for November 25, 2013 at 6:30 P.M. in the Council Chambers.

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for December 2, 2013 at 6:00 P.M. in the upstairs conference room.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

There was no new business.

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

Alderman Beilke invited residents to the Bonfield Express 5K walk/run at 8:30 A.M. on November 28, 2013 in honor of Jim Bonfield, Downers Grove South High School

teacher, coach and dean. The event raises funds for scholarships benefiting students in Districts 86, 99, 201 and 203.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:07 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-18-13. Minutes of 11-18-13 CCM

# ***Mayoral Proclamation***

***WHEREAS***, motor vehicle crashes killed 956 people in Illinois during 2012; and

***WHEREAS***, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and

***WHEREAS***, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

***WHEREAS***, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

***WHEREAS***, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and

***WHEREAS***, the community of Darien is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer.

***NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the month of December, 2013 as***

## ***DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH***

*in the City of Darien, and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.*

***In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Darien to be affixed.***

***DONE***, this second day of December, two thousand and thirteen.

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*Kathleen Moesle Weaver, Mayor*

*Attest:*

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*JoAnne E. Ragona, City Clerk*

1	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
3	Barricades - Fourth of July	01-30-4257	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 400.00	40.00%	N/A	N/A	N/A	COST SAVINGS REALIZED DUE TO COMPETITIVE QUOTES
4	Barricades - Darien Fest	01-30-4257	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 100.00	10.00%	N/A	N/A	N/A	COST SAVINGS REALIZED DUE TO COMPETITIVE QUOTES
5	Total		\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 500.00	25.00%	\$ 500.00	25.00%	N/A	
6											
7	Tree and Stump Removal	01-30-4375	\$ 127,702.00	\$ 127,702.00	\$ 127,702.00	\$ -	0.00%	\$ -	0.00%	N/A	STAFF ANTICIPATES THAT ALL FUNDS WILL BE EXPENDED DUE TO THE EMERALD ASH BORER
8	Emerald Ash Program	01-30-4375	\$ 190,000.00	\$ 190,000.00	\$ 110,034.66	\$ 79,965.34	42.09%	\$ 79,965.34	42.09%	N/A	TREATMENT REDUCED DUE TO MORTALITY
9	Emerald Ash Program-Removal	03-60-4325	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	0.00%	\$ -	0.00%	N/A	
10	Emerald Ash Program-Additional Removals	03-60-4325	\$ -	\$ 77,352.75	\$ 77,352.75	\$ -	-100.00%	\$ (77,352.75)	-100.00%		
11											
12	Tub Grinder	01-30-4243	\$ 5,500.00	\$ 5,500.00	\$ 7,200.00	\$ (1,700.00)	-30.91%	\$ (1,700.00)	-30.91%	N/A	Expenses-Revenue (3,180)
13											
14	Sidewalk Program	25-35-4380	\$ 56,800.00	\$ 56,800.00	\$ 54,895.75	\$ 1,904.25	3.35%	\$ 1,904.25	3.35%	N/A	
15	Curb and Gutter Program	25-35-4383	\$ 351,075.00	\$ 348,075.00	\$ 342,554.25	\$ 5,520.75	1.59%	\$ 8,520.75	2.43%	N/A	Quantities reduced due to layout in conjunction with the road program
16	Elm Street Sidewalk	25-35-4380	\$ 15,000.00	\$ 15,000.00	\$ 14,962.50	\$ 37.50	0.25%	\$ 37.50	0.25%	N/A	
17	Total		\$ 422,875.00	\$ 419,875.00	\$ 412,412.50	\$ 7,462.50	1.78%	\$ 10,462.50	2.47%	N/A	
18											
19	Crack Seal/Fill Program	25-35-4382	\$ 101,250.00	\$ 101,250.00	\$ 101,250.00	\$ -	0.00%	\$ -	0.00%	N/A	
20	City Hall Parking Lot-Sealcoating	01-30-4223	\$ 10,000.00	\$ 7,365.40	\$ 5,899.98	\$ 1,465.42	19.90%	\$ 4,100.02	41.00%		
21											
22	Office Chairs	01-30-4225	\$ 2,000.00	\$ 2,000.00	\$ 1,916.75	\$ 83.25	4.16%	\$ 83.25	4.16%	N/A	NO COMMENTS
23											
24	Drainage Impv Project - 79th St & Farmingdale Dr	25-35-4376	\$ 107,000.00	\$ 106,525.00	\$ 85,000.00	\$ 21,525.00	20.21%	\$ 22,000.00	20.56%	N/A	
25	Drainage Impv Project - Richard Road	25-35-4376	\$ 20,500.00	\$ 20,500.00	\$ 19,336.00	\$ 1,164.00	5.68%	\$ 1,164.00	5.68%	N/A	SCOPE OF WORK REDUCED DUE TO FIELD CONDITIONS
26	Drainage Impv Project - Roger Road	25-35-4376	\$ 184,300.00	\$ 146,500.00	\$ 142,156.00	\$ 4,344.00	2.97%	\$ 42,144.00	22.87%	CONTINGENCY NOT USED	SCOPE OF WORK REDUCED DUE TO FIELD CONDITIONS
27	Drainage Impv Project - Eleanor Pl 69th to Holly	25-35-4376	\$ 193,000.00	\$ 193,000.00	\$ 131,050.00	\$ 61,950.00	32.10%	\$ 61,950.00	32.10%	CONTINGENCY NOT USED	SCOPE OF WORK REDUCED DUE TO FIELD CONDITIONS- LOCAL VENDOR IDENTIFIED TO TAKE ALL THE TOP SOIL
28	Drainage Impv Project - Brookbank Pl 69th to Holly	25-35-4376	\$ 303,200.00	\$ 303,200.00	\$ 338,867.00	\$ (35,667.00)	-11.76%	\$ (35,667.00)	-11.76%		ADDITIONAL INFRASTRUCTURE WAS FIELD IDENTIFIED AND REQUIRED REPLACEMENT IMMEDIATELY THE WORK REQUIRED WAS ON 69TH STREET TO THE CREEK FROM BROOKBANK
29	Drainage Project Total	25-35-4376	\$ 808,000.00	\$ 769,725.00	\$ 716,409.00	\$ 53,316.00	6.93%	\$ 91,591.00	11.34%		
30											
31	Road Program-Capital Impv	25-35-4855	\$ 1,314,000.00	\$ 1,288,552.74	\$ 1,260,171.10	\$ 28,381.64	2.20%	\$ 53,828.90	4.10%		BROOKBANK WAS REMOVED FROM PROJECT DUE TO DITCH PROGRAM
32	Base Repair	25-35-4855	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	0.00%	\$ -	0.00%		
33	Park District Plainfield Rd	25-35-4856	\$ 78,443.98	\$ 78,443.98	\$ 78,443.98	\$ -	0.00%	\$ -	0.00%		ADDITIONAL COSTS REINBURSED BY PARK DISTRICT
34	Public Works Parking Lot-Water Plant 3	02-50-4223	\$ 35,000.00	\$ 24,273.81	\$ 25,932.81	\$ (1,659.00)	-6.83%	\$ 9,067.19	25.91%		ADDITIONAL BASE STABILIZATION REQUIRED
35	Total Road Program		\$ 1,487,443.98	\$ 1,451,270.53	\$ 1,424,547.89	\$ 26,722.64	1.84%	\$ 62,896.09	4.23%		\$8,248.30 for water main break repairs (not included in total)
36											
37	Pavement Corings (2013 Pavement Program)	25-35-4325	\$ 14,000.00	\$ 13,750.00	\$ 10,319.00	\$ 3,431.00	24.95%	\$ 3,681.00	26.29%	N/A	NO COMMENTS
38	Contract and Bid Specifications-December-January	25-35-4325	\$ 31,500.00	\$ 30,426.00	\$ 26,740.00	\$ 3,686.00	12.11%	\$ 4,760.00	15.11%	N/A	NO COMMENTS
39	Total 2013 Road Engineering		\$ 45,500.00	\$ 44,176.00	\$ 37,059.00	\$ 7,117.00	16.11%	\$ 8,441.00	18.55%	N/A	NO COMMENTS
40											
41	Fertilization Program - 75th St Turf Areas	01-30-4350	\$ 15,064.00	\$ 12,533.66	\$ 12,533.66	\$ -	0.00%	\$ 2,530.34	16.80%		REDUCED COST DUE TO 75TH CONSTRUCTION
42	Fertilization Program - 75th St Trees	01-30-4350	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	NO COMMENTS
43	Maintenance - Water Plants	02-50-4223	\$ 2,151.43	\$ 2,151.43	\$ 2,151.43	\$ -	0.00%	\$ -	0.00%	N/A	NO COMMENTS
44	Maintenance - City Hall-FERTILIZATION ONLY	01-10-4227	\$ 358.57	\$ 358.57	\$ 358.57	\$ -	0.00%	\$ -	0.00%	N/A	NO COMMENTS
45	Total Fertilization Program		\$ 17,574.00	\$ 15,043.66	\$ 15,043.66	\$ -	0.00%	\$ 2,530.34	14.40%	N/A	NO COMMENTS
46											
47	MV2 Mower and Boom Flail Mower	01-30-4815	\$ 135,000.00	\$ 112,200.00	\$ 112,200.00	\$ -	0.00%	\$ 22,800.00	16.89%	N/A	NO COMMENTS
48											

\$ 1,432,852.21

1	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
49	Fire Hydrant Painting Phase 1	01-30-4815	\$ 41,000.00	\$ 35,250.00	\$ 35,250.00	\$ -	0.00%	\$ 5,750.00	14.02%	N/A	NO COMMENTS
50											
12	SCADA System Radio Read Com	02-50-4815	\$ 35,000.00	\$ 19,660.00	\$ 19,660.00	\$ -	0.00%	\$ 15,340.00	43.83%	N/A	NEW VENDOR IDENTIFIED WITH SIGNIFICANT COST SAVING OPPORTUNITY
13											
14	Water Main Engineering Plainfield Road	12-50-4815	\$ 10,000.00	\$ 8,020.00	\$ 8,020.00	\$ -	0.00%	\$ 1,980.00	19.80%	N/A	FINAL COST TO BE DETERMINED UPON ENGINEER REVIEW
15											
16	Cathodic Protection - 67th & Wilmette	02-50-4815	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ -	0.00%	\$ -	0.00%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
17											
18	Fencing Project-Fence Portion	01-30-4223	\$ 52,000.00	\$ 37,820.00	\$ 38,270.00	\$ (450.00)	-1.19%	\$ 13,730.00	26.40%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
19	Fencing Project-Landscaping	01-30-4223	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 500.00	10.00%	\$ 500.00	10.00%	N/A	FINAL COST TO BE DETERMINED UPON COMPLETION
20											
21	Water Leak Devices	02-50-4815	\$ 9,500.00	\$ 9,100.00	\$ 9,100.00	\$ -	0.00%	\$ 400.00	4.21%	N/A	COMPONENT COSTS INCREASED FROM 2011 ESTIMATE
22											
23	Lighting PW-Grant	01-30-4815	\$ 30,000.00	\$ 30,000.00	\$ 31,500.00	\$ (1,500.00)	-5.00%	\$ (1,500.00)	-5.00%	N/A	ADDITIONAL LIGHT REQUIRED TO COMPLETE THE BAY AREA
24	Lighting PW-Grant Reinb	01-30-4815	\$ (30,000.00)	\$ (30,000.00)	\$ -	\$ (30,000.00)	100.00%	\$ (30,000.00)	-100.00%	N/A	STAFF IS PROCEEDING TO HOLD CONSULTANT RESPONSIBLE
25											
26	Water Main Insertion Valves - 4 locations	12-51-4818	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ -	0.00%	\$ -	0.00%	N/A	IN HOUSE
27											
28	Rear Yard Drainage Project-\$16,000										
29	1109 - 1117 69th Street 1102-1118 Hinsbrook	01-30-4374		\$ 6,621.65	\$ 6,621.65	\$ -				N/A	NO COMMENTS
30	Resident Reimbursement			\$ (1,621.68)	\$ (1,621.68)	\$ -					
31	Project Cost 1109-1117 69th St 1102-1118 Hinsbrook			\$ 4,999.97	\$ 4,999.97	\$ -					
32											
33	1006 - 1030 69th Street	01-30-4374		\$ 8,402.25	\$ 8,402.25	\$ -				N/A	NO COMMENTS
34	Resident Reimbursement			\$ (3,402.25)	\$ (3,402.25)	\$ -					
35	Project Cost 1006 - 1030 69th Street			\$ 5,000.00	\$ 5,000.00	\$ -					
36											
37	Hickory Ln - Cherokee Dr	01-30-4374		\$ 3,799.40	\$ 3,799.40	\$ -				N/A	NO COMMENTS
38	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)	\$ -					
39	Project Cost Hickory Ln - Cherkoe Dr			\$ 2,799.40	\$ 2,799.40	\$ -					
40											
41	Exner-Clemens	01-30-4374		\$ 5,790.98	\$ 5,790.98	\$ -				N/A	NO COMMENTS
42	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)	\$ -					
43	Project Cost - Exner - Clemens			\$ 4,790.98	\$ 4,790.98	\$ -					
44											
45	Grand Total Rear Yard Drainage Projects	01-30-4374	\$ 16,000.00	\$ 17,590.35	\$ 17,590.35	\$ -	0.00%	\$ (1,590.35)	-9.94%	N/A	
46											
47	Street Light Maintenance & Energy	01-30-4359	\$ 82,400.00	\$ 82,400.00	\$ 82,400.00	\$ -	0.00%	\$ -	0.00%	N/A	
48	Street Light Installation	01-30-4359	\$ 14,000.00	\$ 14,000.00	\$ -	\$ 14,000.00	100.00%	\$ 14,000.00	100.00%	N/A	NO REQUESTS FORWARDED
49	Total		\$ 96,400.00	\$ 96,400.00	\$ 82,400.00	\$ 14,000.00	14.52%	\$ 14,000.00			
50											
51	Road Salt	03-60-4249	\$ 170,000.00	\$ 169,785.00	\$ 169,785.00	\$ -	0.00%	\$ 215.00	0.13%	N/A	NEGOTIATED PRICING EXTENSION - CONTRACT
52	Darien Park District - Reimbursable	REIMBURSED	\$ 16,807.00	\$ 16,807.00	\$ 16,807.00	\$ -	0.00%	\$ -	0.00%	N/A	CO-OP
53	District 66	REIMBURSED	\$ 548.80	\$ 548.80	\$ 548.80	\$ -	0.00%	\$ -	0.00%	N/A	CO-OP
54	Total		\$ 187,355.80	\$ 187,140.80	\$ 187,140.80	\$ -	0.00%	\$ 215.00	0.11%		
55	Total Projects Summary		\$ 3,949,600.78	\$ 3,883,941.49	\$ 3,726,459.34	\$ 157,482.15	\$ 0.00	\$ 223,141.44	5.65%	N/A	

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
December 2, 2013**

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

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

General Fund		<b>\$85,821.10</b>
Water Fund		<b>\$199,215.12</b>
Motor Fuel Tax Fund		<b>\$41,283.64</b>
Water Depreciation Fund		<b>\$849.52</b>
Debt Service Fund		<b>\$454,200.00</b>
Capital Improvement Fund		<b>\$231,161.88</b>
Special Service Area Tax Fund		
	<b>Subtotal:</b>	<b><u>\$ 1,012,531.26</u></b>
General Fund Payroll	11/28/13	\$ 256,685.95
Water Fund Payroll	11/28/13	\$ 29,589.04
	<b>Subtotal:</b>	<b><u>\$ 286,274.99</u></b>
<b>Total to be Approved by City Council:</b>		<b><u>\$ 1,298,806.25</u></b>

**Approvals:**

\_\_\_\_\_  
Kathleen Moesle Weaver, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CALL ONE, INC.	TELEPHONE & DATA LINES - ACCT 1010-6702-0000	Telephone	3,538.21	4267
DUPAGE COUNTY CLERK'S OFFICE	WILLIAM W. GREENABERG NOTARY PUBLIC CERTIFICATE	Dues and Subscriptions	10.00	4213
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - ACCT 21005549-01	Utilities (Elec, Gas, Wtr, Sewer)	69.73	4271
DUPAGE MAYORS MANAGERS CONF.	2013 DEBT AGREEMENT	Consulting/Professional	5,226.84	4325
ILLINOIS PAPER COMPANY	ACCOUNT NO. 4149 - ANNUAL COPY PAPER PURCHASE	Supplies - Office	1,086.34	4253
ILLINOIS PAPER COMPANY	KONICA KMBS 654 COPIER	Equipment	11,750.00	4815
NOTARY PUBLIC ASSOCIATION OF I	MARIA E. GONZALEZ NOTARY PUBLIC RENEWAL	Dues and Subscriptions	49.00	4213
OFFICE DEPOT	SUPPLIES	Supplies - Office	71.08	4253
SIKICH PROFESSIONAL SERVICES	FINAL BILLING - FYE 13 AUDIT	Audit	6,775.00	4320
WAREHOUSE DIRECT	SUPPLIES	Supplies - Office	<u>89.00</u>	4253
		Total Administration	28,665.20	

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
City Council  
From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROSENTHAL, MURPHEY, COBLENTZ	OCTOBER 2013 LEGAL FEES	Liability Insurance	2,415.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	<u>348.40</u>	4219
		Total City Council	2,763.40	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROSENTHAL, MURPHEY, COBLENTZ	WAL-MART AGREEMENT	Liability Insurance	52.50	4219
		Total Community Development	52.50	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AMERICAN DOOR AND DOCK	EMERGENCY GARAGE DOOR REPAIR	Maintenance - Building	692.80	4223
AWP CUSTOM UNIFORMS	UNIFORMS - SIX EMPLOYEES	Uniforms	447.00	4269
CHRISTOPHER B. BURKE ENG, LTD	KENTWOOD COURT CULVERT INSPECTION	Consulting/Professional	693.00	4325
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES	Liability Insurance	80.78	4219
	STREET LIGHTS - ACCT 0788318007	Street Light Oper & Maint.	1,331.62	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	8.81	4359
DANIEL J. SALVATO	CDL REIMBURSEMENT	Liability Insurance	60.00	4219
DECKER SUPPLY CO.	SIGN POST CAPS	Supplies - Other	351.70	4257
DECKER SUPPLY CO.	SIGN POST ANCHORS FOR MAILBOXES	Supplies - Other	1,489.46	4257
DECKER SUPPLY CO.	SIGN POSTS FOR MAILBOXES	Supplies - Other	1,489.46	4257
DECKER SUPPLY CO.	SIGN POSTS FOR MAILBOXES	Supplies - Other	(238.84)	4257
FREEWAY FORD-STERLING TRUCK	TRANSMISSION FLUID	Maintenance - Equipment	277.20	4225
GENE'S TIRE SERVICE, INC.	TIRE REPAIR - 202	Maintenance - Equipment	15.00	4225
GENE'S TIRE SERVICE, INC.	ALIGNMENT - 501	Maintenance - Vehicles	112.15	4229
GENE'S TIRE SERVICE, INC.	TIRES - 501	Maintenance - Vehicles	628.88	4229
GENE'S TIRE SERVICE, INC.	ALIGNMENT - 102	Maintenance - Vehicles	112.15	4229
HCI TRANSPORTATION	REPAIR PARTS - TRUCK 404	Maintenance - Vehicles	33.91	4229
HOMER TREE CARE, INC.	STUMP REMOVALS ON 73RD (TWO)	Tree Trim/Removal	180.00	4375
HOMER TREE CARE, INC.	EAB TREE REMOVALS	Tree Trim/Removal	10,000.00	4375
I.R.M.A.	OCTOBER 2013 DEDUCTIBLE	Liability Insurance	191.14	4219
ILLINOIS PAPER COMPANY	ACCOUNT NO. 4149 - ANNUAL COPY PAPER PURCHASE	Supplies - Office	1,086.33	4253

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
KIEFT BROS., INC.	SUPPLIES - ACCIDENT ON JANET	Supplies - Other	69.77	4257
KIEFT BROS., INC.	GASKETS - BEHIND MARK DELAY (BASIN)	Supplies - Other	78.18	4257
MENNON RUBBER & SAFETY PRODUCT	RUBBER STEEL TOE BOOTS	Liability Insurance	845.27	4219
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Maintenance - Building	295.33	4223
PATTEN INDUSTRIES, INC.	SEALS & TUBES FOR TRUCK 108	Maintenance - Vehicles	110.76	4229
RAGS ELECTRIC	REPAIR EXHAUST FAN AT POLICE DEPARTMENT	Maintenance - Building	162.75	4223
RIC MAR INDUSTRIES, INC.	CHEMICALS FOR MECHANIC & SHOP	Maintenance - Equipment	366.00	4225
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	40.24	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	40.24	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	308.23	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	30.44	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	31.61	4229
STONE WHEEL, INC.	CREDIT ON INVOICE 01180043	Maintenance - Vehicles	(30.44)	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	471.22	4229
STONE WHEEL, INC.	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	135.38	4229
THE FIELDS ON CATON FARM, INC.	2013 TREE PLANTING	Forestry	20,955.00	4350
THOMAS J. MASEK	CDL LICENSE RENEWAL	Liability Insurance	65.00	4219
U. S. WILDLIFE	BEAVER TRAP - KERRY COURT CREEK	Supplies - Other	485.00	4257

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	86.79	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	75.87	4223
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	123.95	4229
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - PD 21 & 102	Maintenance - Vehicles	72.50	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS - 501	Maintenance - Vehicles	85.70	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS - 501	Maintenance - Vehicles	130.99	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS - 501	Maintenance - Vehicles	50.47	4229
		Total Public Works, Streets	44,128.80	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CopsPlus Inc.	UNIFORM ALLOWANCE - JASON NORTON	Uniforms	161.49	4269
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD - ACCT 21005550-01	Utilities (Elec,Gas,Wtr,Sewer)	83.81	4271
HINSHAW & CULBERTSON LLP	ADMINISTRATIVE TOW JUDGE THROUGH OCTOBER 23, 2013	Liability Insurance	137.50	4219
I.R.M.A.	OCTOBER 2013 DEDUCTIBLE	Liability Insurance	5,540.06	4219
ILLINOIS PAPER COMPANY	ACCOUNT NO. 4149 - ANNUAL COPY PAPER PURCHASE	Supplies - Office	1,086.33	4253
JAMES A. TOPEL	UNIFORM ALLOWANCE	Uniforms	93.53	4269
JAMES A. TOPEL	UNIFORM ALLOWANCE	Uniforms	68.48	4269
MICHAEL LOREK	UNIFORM ALLOWANCE	Uniforms	400.45	4269
NORTHEAST MULTIREGIONAL TRNG	WILLIAM GREENABERG	Training and Education	50.00	4263
NORTHEAST MULTIREGIONAL TRNG	DAVID STOCK	Training and Education	50.00	4263
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - PICCOLI	Uniforms	141.80	4269
RICHARD STUTTE	UNIFORM ALLOWANCE	Uniforms	20.00	4269
ROSENTHAL, MURPHEY, COBLENTZ	MAP - MISCELLANEOUS	Liability Insurance	1,102.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	DISCIPLINARY MATTER	Liability Insurance	105.00	4219
SCHWAAB, INC.	THREE STAMPS FOR SERGEANTS	Supplies - Office	(7.69)	4253
SUBURBAN L.E.A.P.	2014 DUES - CAROL KOPTA	Dues and Subscriptions	30.00	4213
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - P.D.	Maintenance - Vehicles	48.00	4229
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - PD 21 & 102	Maintenance - Vehicles	5.75	4229
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - PD 21 & 102	Maintenance - Vehicles	82.00	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS - PD 22	Maintenance - Vehicles	96.00	4229
		Total Police Department	9,295.01	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - REFUSE REMOVAL 12-1-13 THRU 12-31-13	Utilities (Elec,Gas,Wtr,Sewer)	140.98	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D - ACCT 21005498-07	Utilities (Elec,Gas,Wtr,Sewer)	775.21	4271
		Total Business District	916.19	
		Total General Fund	85,821.10	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AMERICAN DOOR AND DOCK	EMERGENCY GARAGE DOOR REPAIR	Maintenance - Building	692.80	4223
AUTOMATIC CONTROL SERVICES	WIRING REPAIRS AT PUMPING STATIONS	Consulting/Professional	750.00	4325
AWP CUSTOM UNIFORMS	UNIFORMS - SIX EMPLOYEES	Uniforms	690.00	4269
BANK OF NEW YORK	TAS/IMMS: 310879 BOND PAYMENT WATER REFUNDING BOND SER 2006	Debt Retire-Water Refunding	187,528.13	4950
CALL ONE, INC.	TELEPHONE & DATA LINES - ACCT 1010-6702-0000	Telephone	624.39	4267
CATCHING FLUID POWER, INC.	HYDRAULIC HOSES - TRUCK 404	Maintenance - Equipment	70.06	4225
CENTRAL SOD FARMS	SOD FOR WATER DIVISION RESTORATIONS	Maintenance - Water System	142.00	4231
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	80.77	4219
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT ROAD - ACCT 4105091007	Maintenance - Water System	94.66	4231
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 1389036061	Utilities (Elec,Gas,Wtr,Sewer)	244.94	4271
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE - ACCT 6149050015	Utilities (Elec,Gas,Wtr,Sewer)	166.39	4271
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD - ACCT 0185101035	Utilities (Elec,Gas,Wtr,Sewer)	951.29	4271
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	Utilities (Elec,Gas,Wtr,Sewer)	69.83	4271
CORRPRO WATER WORKS	CATHODIC PROTECTOIN FOR THREE WATER TOWERS	Maintenance - Water System	3,905.00	4231
DAS ENTERPRISES, INC.	MAIN BREAK SPOILS	Maintenance - Water System	1,619.50	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DUPAGE TOPSOIL, INC.	TOPSOIL FOR WATER RESTORATIONS	Maintenance - Water System	240.00	4231
FREEWAY FORD-STERLING TRUCK	TURN SIGNAL SWITCH FOR TRUCK 408	Maintenance - Equipment	67.22	4225
HCI TRANSPORTATION	REPAIR PARTS - TRUCK 404	Maintenance - Equipment	12.15	4225
HD SUPPLY WATERWORKS	REPAIR CLAMPS	Maintenance - Water System	279.25	4231
HD SUPPLY WATERWORKS	REPAIR PARTS - VALVE REPLACEMENT PROGRAM	Maintenance - Water System	126.97	4231
MENNON RUBBER & SAFETY PRODUCT	RUBBER STEEL TOE BOOTS	Liability Insurance	153.90	4219
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Maintenance - Building	295.33	4223
NICOR GAS	1930 MANNING ROAD - ACCT 05-00-21-1000 4	Maintenance - Water System	99.86	4231
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	52.32	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	54.36	4271
TAMELING, INC.	EXCELSIOR BLANKET FOR WATER DIGS	Maintenance - Water System	68.00	4231
TAMELING, INC.	EXCELSIOR BLANKET FOR WATER DIVISION	Maintenance - Water System	136.00	4231
			199,215.12	
			Total Public Works, Water	
			199,215.12	
			Total Water Fund	



**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
HOMER TREE CARE, INC.	EAB TREE REMOVALS	Consulting/Professional	26,324.00	4325
HOMER TREE CARE, INC.	EMERGENCY REMOVAL DEAD ASH TREES	Consulting/Professional	14,865.00	4325
QUARRY MATERIALS	ASPHALT FOR PATCHES	Road Material	94.64	4245
		Total MFT Expenses	41,283.64	
		Total Motor Fuel Tax	41,283.64	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	REPAIR PARTS - VALVE REPLACEMENT PROGRAM	Capital Improvements	849.52	4810
		Total Depreciation Expenses	849.52	
		Total Water Depreciation Fund	849.52	

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 11/19/2013 Through 12/2/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BANK OF NEW YORK	TAS/IMMS: 533526 DARIENGO2012	Debt Retire	62,262.50	4905
BANK OF NEW YORK	BOND PAYMENT DARIEN GO SERIES 08	Debt Retire - Property	168,659.38	4945
DUPAGE TOPSOIL, INC.	EAB STUMP RESTORATIONS	Equipment	240.00	4815
		Total Capital Fund Expenditures	231,161.88	
		Total Capital Improvement Fund	231,161.88	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 11/19/2013 Through 12/2/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BANK OF NEW YORK	TAS/IMMS: 310879 BOND PAYMENT GO BOND SERIES DARIEN 07B	Debt Service - Series 2007B	454,200.00	4951
		Total Debt Service Fund Expenditures	454,200.00	
		Total Debt Service Fund	454,200.00	
Report Total			1,012,531.26	

**AGENDA MEMO**  
**City Council**  
**December 2, 2013**

**ISSUE STATEMENT**

A motion authorizing the City Administrator to move forward with filling the role of full time community service officer with three part time positions.

**BACKUP**

**BACKGROUND/HISTORY**

The City of Darien currently has one full time Community Service Officer. The CSO has informed us she will be retiring at the end of 2013. With this retirement, the command staff has evaluated the position and the department needs and determined services may be improved by replacing the full time position with three part-time, 18 hour per week positions. The benefits in doing this include:

- Reducing anticipated employee costs by approximately \$4,000 annually this fiscal year
- CSO shifts could be staggered to have officers available during peak times, such as nights or weekends
- The Police Department will have 54 hours of CSO work, instead of fewer than 40 (due to vacations, sick time, personal leave, etc)
- One of the CSO positions will have responsibility for the evidence room. The evidence room is currently handled by several different employees, and having one employee handle the evidence room allows for a better chain of custody for various items
- With the additional time, CSOs will be more involved in community policing, such as observing and identifying problem areas within the community

Staffing, including the status and number of Community Service Officers is approved by the City Council through the passage of the budget. Staff recommends moving forward with these recommendations immediately to allow for the hiring of community service officers to allow them to begin work as soon as possible following the current CSO's retirement. Staff is still reviewing the hourly wage required for this type of position, but used an average of \$23/hour to evaluate the cost of using part-time employees. These hires will not increase the cost of providing community service officers for the community anticipated in the budget.

**STAFF/COMMITTEE RECOMMENDATION**

The Police Committee recommends approving the staffing change.

**ALTERNATE CONSIDERATION**

Not approving the staffing change is an alternate consideration.

**Current - Top Scale CSO with single insurance**

Salary	57,902.00
IMRF	7,318.81
FICA	3,589.92
MEDI	839.58
Health	5,663.40
Life Ins	170
Uniform	500
Longevity	1,500.00
	77,483.72

**Hiring Three Part-Time CSOs at an average of \$23/hour**

CSO1 Annual Compensation	21,528
CSO2 Annual Compensation	21,528
CSO3 Annual Compensation	21,528
Part-Time Merit Evaluation	2,250
FICA	4,144
Medicare	969.093
Uniform Costs (\$500/employee/year)	1,500
	73,446.80

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: December 2, 2013**

**Issue Statement**

**PZC 2013-09:**                      **Darien VFW Post 2838, 7515 Cass Avenue:** Requests a special use to permit a drinking establishment within the B-2 Community Shopping Center District.  
**[ORDINANCE](#)**                      **[BACKUP](#)**

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter. The Planning and Zoning Commission held the required public hearing on November 20, 2013. Both bodies recommend approval of the petition as presented.**

The discussion summary follows as “Additional Information.”

The draft ordinance is attached to this memo.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on November 20, 2013.  
The Municipal Services Committee considered this item at its meeting on November 25, 2013.  
The City Council will consider this item at its meeting on December 2, 2013.



## Additional Information

### Issue Statement

**PZC 2013-09:** **Darien VFW Post 2838, 7515 Cass Avenue:** Requests a special use to permit a drinking establishment within the B-2 Community Shopping Center District.

Applicable Regulations: Zoning Ordinance: 5A-8-3-4: Special Uses, B-2 zoning district.  
Zoning Ordinance: 5A-2-2-6: Special Uses.

### General Information

Petitioner: Matt Goodwin, Commander  
Darien VFW Post 2838  
7515 Cass Avenue  
Darien, IL 60561

Property Owner: City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Property Location: 7515 Cass Avenue, Heritage Plaza

PIN: 09-28-402-026; -024; -021

Existing Zoning: B-2 Community Shopping Center District

Existing Land Use: Retail shopping center

Surrounding Zoning and Land Use from shopping center:

North: B-2 Community Shopping Center Business District:  
South: B-2 Community Shopping Center Business District:  
East: R-3 Multi-Family Residence District: apartments  
West: B-2 Community Shopping Center Business District: shopping center

Comprehensive Plan Update: Commercial

Size of Property: 0.92 acres (39,900 square feet)

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

Natural Features: None

Transportation: Property has frontage on Cass Avenue.

### **Documents Submitted**

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

1. Plat of Survey, 1 sheet, prepared by Genesis Survey, dated May 20, 1994.
2. Floor Plan, 2 sheets, prepared by petitioner.

### **Planning Overview/ Discussion**

The Darien VFW proposes to establish a drinking establishment for their members at the Heritage Plaza shopping center. The petitioner describes the use as follows:

Our business model is to offer bar service to our members, active or reserve members of the military, and their guests. We will be offering bottled beer, hard alcohol and wine. We will have a TV for broadcasting sporting events as well. We will offer our space for rental, but do not anticipate this portion of our business model to be a major part of our operation.

A copy of their business plan is included with the memo.

Parking for the shopping center is based on the square footage of the center, not on individual businesses/organizations located within the center. Staff believes the parking needs for the petitioner will not overlap those of the other businesses within the center, as it is likely the petitioner's activities will occur mostly in the evenings when other businesses are closed. The petitioner should confirm.

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

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are

being provided.

7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Municipal Services Committee.

### **Staff Findings/Recommendations**

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

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

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – November 20, 2013**

The Planning and Zoning Commission considered this matter at its meeting on November 20, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Kenneth Ritzert, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Pauline Oberland, Susan Vonder Heid.

Michael Griffith, Senior Planner, reviewed the agenda memo. He stated the City Council recently created a liquor license to accommodate the petitioner's needs. He stated staff did not object to the proposed use.

Matt Goodwin, Post Commander, the petitioner, was present. Mr. Goodwin stated the Darien VFW has existed since 1985. He stated the proposed canteen is for VFW members and their guests only, a place for them to meet and socialize. He stated the canteen will not be open to the general public. He stated they are a non-profit organization, the canteen will have a fund raising purpose. He stated the Darien VFW provides scholarships to local students.

He stated they have already had post meetings with about 20 members and there has not been a parking problem. He stated that all but two of the businesses within the shopping center close at 6:00 PM, with their activities beginning around 7:00 PM.

Commissioner Mallers asked how many members they had and if they would seek a video gaming license.

Mr. Goodwin stated they have 140 members mostly in Darien and surrounding communities but a few further away. He stated they do not intend to seek a video gaming license.

Commissioner Hickok asked how they grow membership.

Mr. Goodwin stated having the canteen will help their organization grow because they will have their own place to meet and socialize.

Commissioner Hickok asked if they would serve food and how they will control the people drinking.

Mr. Goodwin stated they will not serve food, that the regulations for food service are cost prohibitive. They will serve beer, wine and alcohol. He stated their servers must be BASSAT trained to handle people who may drink too much. He stated this is their concern also, stating they all know each other, they have all invested into establishing the canteen and they do not want to cause problems for their place.

Commissioner Hickok asked if they were aware of the City's plans for the property, in terms of tearing down the structure or other development options.

Mr. Goodwin stated he is aware of the City's plans for the property, attending City Council meetings, including the City Council's recent goal setting session in which they discussed the redevelopment of the property.

Chairperson Meyer asked if there would be card playing.

Mr. Goodwin stated card games could go on but it would not be organized, it would not involve gambling.

Commissioner Ritzert questioned there not being food and their hours.

Mr. Goodwin said members could bring in food, they could have food catered but food service would not be provided. He stated they have not established hours yet, but it would likely be Thursday to Sunday. They do not plan to be a 2:00 AM type establishment.

Mr. Griffith noted their liquor license regulates when alcohol can be served.

Felix Miscoti, Meadow Lane, asked how much they have invested in the location given the City's plans for the property and where they meet now.

Mr. Goodwin stated they have been meeting at various locations, including Eisenhower Junior High School. He stated their investment in this location is done knowing the City's plan for the property, most of the improvements they have made are portable. He stated their goal is to have a permanent location someday.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-09 is in conformance with the standards of the Darien City Code and, therefore, I**

**move the Planning and Zoning Commission approve the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.  
(Commissioners Oberland and Vonder Heide were absent.)**

### **Municipal Services Committee – November 25, 2013**

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

### **Municipal Services Committee Review – November 25, 2013**

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The following members were present: Alderman Joe Marchese – Chairman, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Alderman Tina Beilke.

Michael Griffith, Senior Planner, noted the Planning and Zoning Commission held a public hearing and recommended approval of the petition. He confirmed the proposed use is located at the Heritage Plaza shopping center, at the south end of the building.

Matt Goodwin, Darien VFW Post Commander, was present.

Alderman Seifert asked about food service.

Mr. Goodwin stated they will not prepare or provide food service but food may be catered.

There was not anyone from the public to offer comments.

**Without further discussion, Alderman Seifert made a motion to recommend approval of the petition, seconded by Chairman Marchese.**

**Upon a voice vote, THE MOTION CARRIED.  
(Alderman Beilke was absent.)**

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

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

**AN ORDINANCE APPROVING A SPECIAL USE  
TO THE DARIEN ZONING ORDINANCE  
FOR A DRINKING ESTABLISHMENT**

**(PZC 2013-09: Darien VFW Post 2838, 7515 Cass Avenue)**

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

**THIS 2<sup>nd</sup> DAY OF DECEMBER, 2013**

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

**AN ORDINANCE APPROVING A SPECIAL USE  
TO THE DARIEN ZONING ORDINANCE  
FOR A DRINKING ESTABLISHMENT**

**(PZC 2013-09: Darien VFW Post 2838, 7515 Cass Avenue)**

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

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

**WHEREAS**, the property legally described in Section 1 (the “Subject Property”), is zoned B-2 Community Shopping Center District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use in the B-2 Community Shopping Center District to permit a drinking establishment; and

**WHEREAS**, Section 5A-8-3-4 of the Darien Zoning Ordinance allows drinking establishments as a special use in the B-2 Community Shopping Center Business District; and

**WHEREAS**, pursuant to proper legal notice, a public hearing on said petition was held before the Planning and Zoning Commission November 20, 2013; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of November 20, 2013, has forwarded its findings and recommendation of approval of said petition to the City Council; and

**WHEREAS**, on November 25, 2013, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 7515 Cass Avenue, Suite J, Darien, Illinois, and legally described as follows:

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

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

**SECTION 2: Special Use Granted.** Pursuant to Section 5A-2-2-6, Special Uses, of the Darien Zoning Ordinance, a special use is hereby granted to permit a drinking establishment on the Subject Property as provided in Section 5A-8-3-4 of the Darien Zoning Ordinance.

**SECTION 3: Home Rule.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

**SECTION 4: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

ATTEST:

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

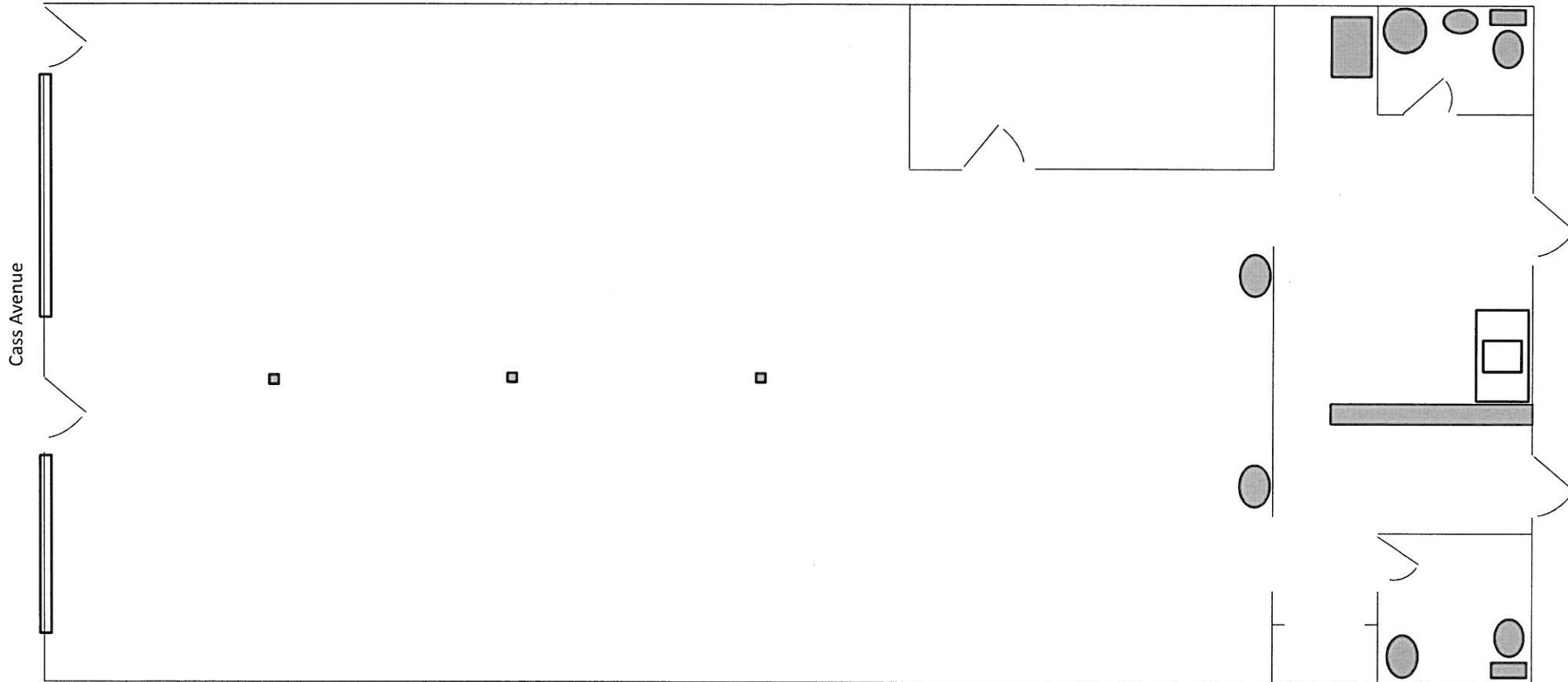
APPROVED AS TO FORM:

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



# Darien Memorial VFW Post 2838 Post Home/Canteen

As Built



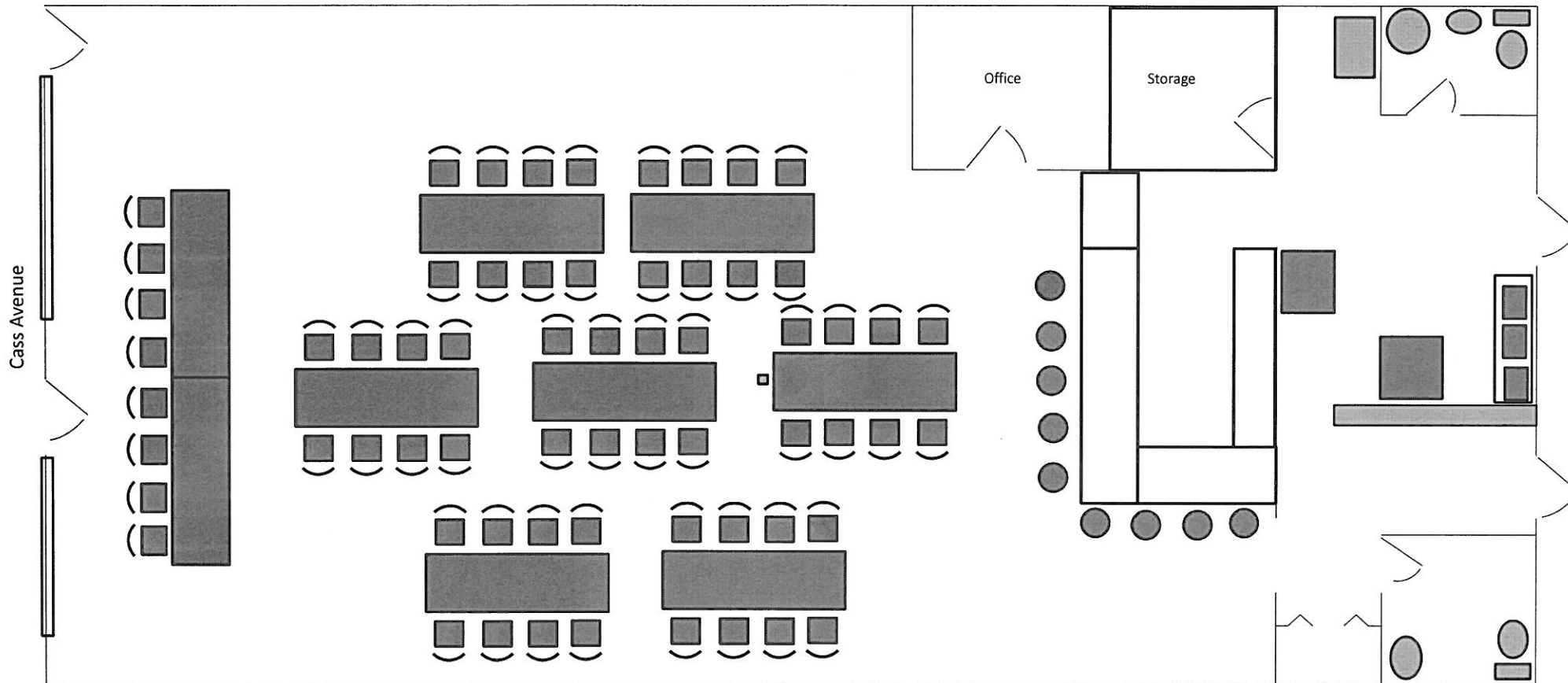
Heritage Plaza  
7515 South Cass Avenue Unit J  
Darien, IL 60561

Scale ¼ IN = 1 FT approximately

Prepared by: Martin Schaefer

# Darien Memorial VFW Post 2838 Post Home/Canteen

Proposed Layout v1



Heritage Plaza  
7515 South Cass Avenue Unit J  
Darien, IL 60561

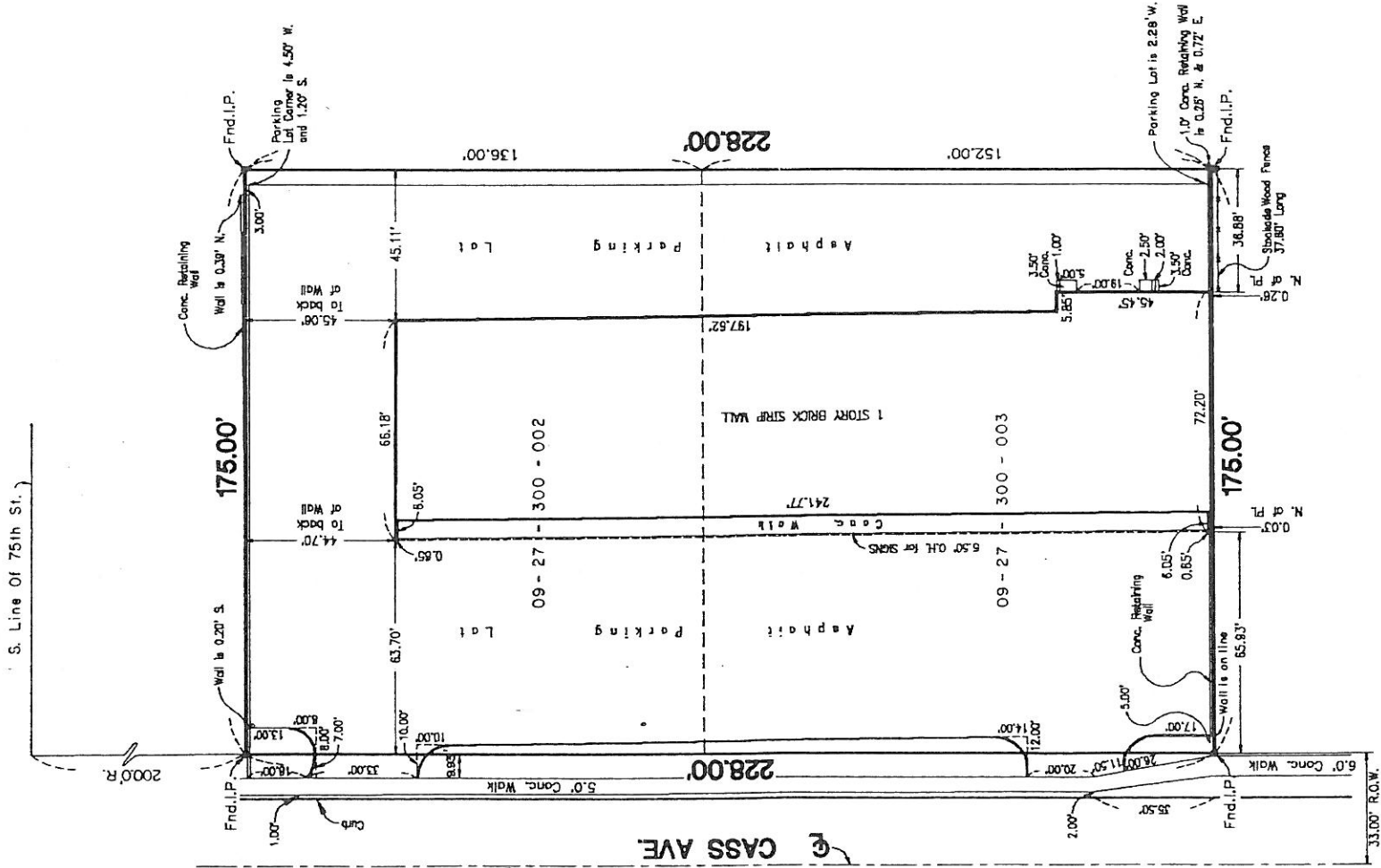
Scale 1/4 IN = 1 FT approximately

Prepared by: Martin Schaefer

# PLAN OF SUBDIVISION

05

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



SCALE 1" = 40'

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S IMPRESSED SEAL.

COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO IMPROVED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT, STATE OF ILLINOIS, COUNTY OF DU PAGE.

I, TED G. STALEY, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PARCELS HAVE BEEN SURVEYED UNDER MY DIRECTION AND THAT THE PARCELS SHOWN ARE A CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, CORRECTED TO NEAREST HUNDREDTHS OF A DEGREE FAHRENHEIT.



DATED THIS 23rd DAY OF MAY A.D. 1994  
 Ted G. Staley  
 ILLINOIS REGISTERED LAND SURVEYOR NO. 2348

Grading			
Mortgage	5/18/94	5/20/94 B.R.	
Foundation			
YACARI			
Type of Survey	Date	Bk. Pg.	Date Dwn. / By
Common Address : Heritage Square			
Builder :			
Job No.: 94-259		Scale : 1" = 40'	
223 S. Cass Ave.		Westmont, Illinois 60559	
Genesis Survey, Inc.		Phone 708/963-8980	

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: December 2, 2013**

**Issue Statement**

**Darien VFW Post 2838:** Request to waive their Class M liquor license fee, \$583.33, for December 2013 to June 30, 2014.

**RESOLUTION      REQUEST**

**Discussion/Overview**

**The Municipal Services Committee considered this item at its November 25, 2013, meeting and recommends approval.**

The amount being waived is \$583.33. The annual fee for the license is \$1,000 per ordinance. A liquor license runs from July 1 to June 30 the following year. The fee charged to the Darien VFW was pro-rated covering the period between December 1, 2013 to June 30, 2014.

Also, the fees associated with the VFW's special use petition included the following:

Filing fee	\$585.00
Legal ad in newspaper (Approximate, bill not yet received)	600.00
Postage (Mailing public hearing notice to surrounding property owners)	5.98
<b>Total:</b>	<b>\$1,190.98</b>

**Decision Mode**

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The City Council will consider this matter at its meeting on December 2, 2013.

**Additional Information**

**Issue Statement**

**Darien VFW Post 2838:** Request to waive their Class M liquor license fee, \$583.33, for December 2013 to June 30, 2014.

## **Discussion**

The City Council recently created a Class M liquor license to address the specific needs of the Darien VFW's proposed canteen, 7515 Cass Avenue. The ordinance creating the license includes an annual fee of \$1,000.00.

At a recent goal setting session held by the City Council, the Council discussed the future plans for the property at 7515 Cass Avenue, which included a proposed time frame for redevelopment within the next 4-6 months. Due to this shortened time frame, the Darien VFW has requested a waiver of the liquor license fee since they are not sure if they can recoup the cost of the liquor license within the redevelopment time frame.

The fee has not been paid at this time.

Their request is attached to this agenda memo, see the email dated November 14, 2013, from Matt Goodwin, Post Commander, Darien VFW Post 2838.

## **Staff Findings/Recommendation**

Given the shortened time frame for redeveloping the property, staff does not object to the requested liquor license fee waiver.

Therefore, staff recommends the Committee make a recommendation to waive the Class M liquor license fee for the Darien VFW for one year.

## **Municipal Services Committee Review – November 25, 2013**

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The following members were present: Alderman Joe Marchese – Chairman, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Alderman Tina Beilke.

Michael Griffith, Senior Planner, stated the Darien VFW requested having their liquor license fee waived. He stated the ordinance creating the license included a \$1,000 annual fee. He stated the request is related to the shorten time frame the City discussed for redeveloping the property and the VFW was not sure it could recoup the cost for the liquor license in the shorten time frame.

Dan Gombac, Director, noted that the fee charged for 2013 was pro-rated at approximately \$550.

Chairman Marchese stated it was a reasonable request.

**Without further discussion, Alderman Seifert made a motion to recommend waiving the fee, seconded by Alderman Marchese.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.  
(Alderman Beilke was absent.)**



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

**A RESOLUTION WAIVING THE LIQUOR LICENSE FEE  
CHARGED TO DARIEN VFW, FOR THE PERIOD BETWEEN  
DECEMBER 1, 2013 TO JUNE 30, 2014, IN THE AMOUNT OF \$583.33**

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

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

**WHEREAS**, the City of Darien wishes to waive the liquor license fee covering the period between December 1, 2013 to June 30, 2014, for the Darien VFW Post 2838.

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

**SECTION 1:** The liquor license fee charged to the Darien VFW Post 2838 covering the period between December 1, 2013 to June 30, 2014, pro-rated in the amount of \$583.33, is hereby waived.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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CITY ATTORNEY



## Michael Griffith

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**From:** Matt Goodwin <mattgoodwin@darienvfw2838.org>  
**Sent:** Thursday, November 14, 2013 8:31 AM  
**To:** Scott Coren; Bryon Vana  
**Cc:** Michael Griffith; Dan Gombac; Marty Schaefer  
**Subject:** VFW Post Future

Good Morning Gentlemen,

The developments from last night's discussion and direction on the Heritage Plaza were a significant shock to us; specifically the timeline for construction. Although we knew the City was seeking to develop the property or sell it to be developed, past conversations lead us to believe this process would not be in full swing until late summer next year. Now, with the building likely being demoed within the next 4-6 months, our future is in jeopardy. Because of lengthy processes for licensing and permitting, we have not been able to get our doors open as early as we would have liked. Our decision must now be whether or not that will happen, at all, in our current location. A key piece of that decision making process is where I'm hoping you can help us.

In order for us to open our doors, and hopefully recoup some of the money we have invested into this project, we will have to pay for the liquor license and continue with the special use permit process; as well as obtaining a state liquor license and county health department permit. The total cost for these processes will set us back almost \$2,000 and several more weeks. We would like to know if the City would consider a waiver of our liquor license fee as well as a refund of the zoning fee that we submitted already. This was not a request we were planning to make, but given the current situation we have chosen to ask. I understand this is a decision for the council to make and would usually go before various committees first, but considering the time constraints we are now under, it is my hope that some variations in the process could be exercised and these items go before the council on Monday's agenda. Further, with the special use permit requirement, after the zoning hearing and pending a 3-0 vote at the Municipal Services Committee, could we be allowed to *conditionally* open for business before the city council approves the permit? This would grant us an additional week of operations.

At this point in time, we have no way of knowing how successful we will be in our operations without any past sales data to formulate that opinion from. This hampers our decision making as to whether we would seek rental space elsewhere in the city, or within the new Heritage Plaza, or abandon the idea all together. The accelerated timeline was a major set back for us and, although we knew our lifespan in the current location was limited, we believed we would have a longer period of time to operate and position ourselves for moving into a different retail space within the city.

Despite our requests here and the current situation, we do greatly appreciate the opportunity the City has given us and I appreciate you taking the time to read and consider this email. As always, if you have any questions or comments, please do not hesitate to email or call me and I will be happy to address them.

"Strive for Excellence"

Sincerely,  
Matt Goodwin  
Post Commander

Darien Memorial Post 2838  
Veterans of Foreign Wars  
630-687-1908  
[www.darienvfw2838.org](http://www.darienvfw2838.org)

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: December 2, 2013**

**Issue Statement**

**PZC 2013-10:**                    **Text Amendment to the Zoning Ordinance: Generators:** Consideration of a text amendment to the Zoning Ordinance to permit generators within interior and corner side yards.

[ORDINANCE](#)            [BACKUP](#)

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter. The Commission held the required public hearing on November 20, 2013. Both bodies recommend approval of the text amendment, as revised by the Commission's recommendation.**

The discussion summary follows as "Additional Information."

The draft ordinance is attached.

**Decision Mode**

The Planning/Zoning Commission considered this matter at its meeting on November 20, 2013.  
The Municipal Services Committee considered this matter at its meeting on November 25, 2013.  
The City Council will consider this matter at its meeting on December 2, 2013.

## Additional Information

### Issue Statement

**PZC 2013-10:**                    **Text Amendment to the Zoning Ordinance: Generators:** Consideration of a text amendment to the Zoning Ordinance to permit generators within interior and corner side yards.

Applicable Regulations:        Zoning Ordinance, Section 5A-5-7-3(C): Permitted Obstructions in Required Yards, In Required Rear Yards.

### General Information

Petitioner:                        City of Darien  
    1702 Plainfield Road  
    Darien, IL 60561

### Planning Overview/Discussion

The Zoning Ordinance regulates where generators are permitted to be located on residential properties. Currently, generators are not permitted within the required side yard setbacks, 10 feet from the side lot lines, generators may be located within the required rear yard setback so long as they do not encroach more than 5 feet. Since the majority of homes in Darien do not have side yards greater than 10 feet, generators are effectively restricted to the rear yard. Below is the Section of the Ordinance which applies, bolded:

**5A-5-7-3: PERMITTED OBSTRUCTIONS IN REQUIRED YARDS:**

The following shall not be considered to be obstructions when located in the required yards specified:

(A) In All Required Yards:

1. Overhanging eaves and gutters, awnings, canopies, balconies, chimneys, bay windows, sills, and cornices projecting three feet (3') or less into the yard;
2. Steps and sidewalks which are necessary for access to a permitted building or for access to a lot from a street provided they are not located within an easement and are set back a minimum of five feet (5') from any side or rear lot line;
3. Driveways as regulated in the applicable zoning district regulations and in Section 5A-11-3 of this Title.
4. Flagpoles, fountains, sculptures, plant boxes, and other similar ornamental objects;

5. Fences as regulated in Section 5A-5-8 of this Chapter and in the applicable zoning district regulations; and
  6. Open, accessory parking spaces and parking facilities as permitted under Chapter 11 of this Title, and in the applicable zoning district regulations.
- (B) In Required Front Yards: Open, unenclosed patios/terraces, which do not have a roof, awning, or canopy, and which are not over four feet (4') above the grade of the adjoining ground, projecting five feet (5') or less into the required yard.
- (C) In Required Rear Yards:**
1. Private swimming pools in accordance with the provisions of Sections 5A-5-8 and 5A-5-9 of this Chapter and of other applicable ordinances of the City.
  2. Open, unenclosed patio/terraces and decks which do not have a roof, awning or canopy and which are not over four feet (4') above the grade of the adjoining ground may extend not more than ten feet (10') into the required yard.
  3. Accessory buildings, structures, and uses as permitted in Section 5A-5-9 of this Chapter;
  4. **Air-conditioning and generator units projecting five feet (5') or less into the required rear yard.**
  5. Arbors and trellises.
- (D) In Required Side Yards: Arbors and trellises. (Ord. 0-03-00, 4-3-2000)

Also, generators cannot exceed 79 decibels at the lot line. This sound restriction has generally been what regulates how far from a side lot line a generator must be located within a rear yard.

Recently, staff was asked to consider amending the code to permit generators within side yards. Staff looked at other municipalities to compare regulations.

**Village of Woodridge:**

Generators may be located in required interior side yards but must be at least 3 feet from side lot line, cannot be located within easements, generators are required to be screened.

**Village of Burr Ridge:**

Generators may be located in required interior side yards as long as it is within 5 feet of the exterior wall of the principal building, generators are required to be screened.

**Village of Lemont:**

Generators may be located in required interior side yards but must be at least 4 feet from lot line.

For regulating maximum noise levels, the communities above do not have specific standards for generators but use a table within the performance standards of their zoning ordinances that regulate noise from any source. The standards they use are comparable to those within the Darien Zoning

Ordinance.

Furthermore, the 2012 International Mechanical Code, which the City has adopted, requires a 10-foot separation between a window (intake opening) and the exhaust from the generator. Staff consulted with Christopher B Burke Engineering (CBBEL), Mechanical Engineering Division, requesting feedback as it relates to generators. CBBEL concurs that the placement of generators would have a minimal impact to adjacent neighbors. See attached e-mail correspondence from CBBEL.

Therefore, staff offers the following:

Permit generators within an interior side or rear yard as long as they are located at least 5 feet from the side or rear lot line, maintain a minimum of 10 feet from any window or door opening and they are screened with landscaping or fence type structure.

The table listing maximum sound levels should be amended as follows:

5A-12-4-1: NOISE:

At no point on the property line on which the operation is located shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation vehicles) exceed the decibel levels in the designated octave bands as hereinafter shown in the following table:

MAXIMUM PERMITTED SOUND LEVEL (DECIBELS)

Octave Bank (Frequency) Cycles Per Sound	Industrial Or Commercial Adjoining Nonresidential District	Industrial Or, Commercial Or Residence Adjoining Residence Properties
0 to 75	79	72
75 to 150	74	67
150 to 300	66	59
300 to 600	59	52
600 to 1,200	53	46
1,200 to 2,400	47	42
2,400 to 4,800	41	38
Above 4,800	39	38

Noise testing is to be accomplished at the property line of the noise emitting source, with an octave band analyzer operated by an independently employed person, trained, and skilled in the operation of this equipment.

**Staff Findings/Recommendation**

Staff recommends that generators may be placed within an interior side or rear yard so long as they are

located at least 5 feet from the side or rear lot line, maintain a minimum of 10 feet from any window or door opening and they are screened with landscaping or fence type structure, and that the Table found in Section 5A-12-1: Noise, be amended as noted above.

### **Planning and Zoning Commission Review – November 20, 2013**

The Planning and Zoning Commission considered this matter at its meeting on November 20, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Kenneth Ritzert, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Pauline Oberland, Susan Vonder Heid.

Michael Griffith, Senior Planner, reviewed the agenda memo. Mr. Griffith stated that currently generators are restricted to the rear yards. He stated residents obtaining permits to install emergency back-up generators on their property is a fairly common activity.

Commissioner Hickok asked why change the code.

Mr. Griffith stated that residents have said it costs more to place the generator in the rear yard over the side yard since they have to extend utility lines to the rear hard to hook up the generator.

Commissioner Mallers noted that other communities allow generators within side yards.

Commissioner Hickok stated he would be fine if the generators were restricted to within 5 feet of the exterior wall of the home.

Felix Miscoti, Meadow Lane, stated that when we sought a permit to install a generator a while ago he was told it had to be in the rear yard, which required extending gas and electric lines from the side of his home to the back of his home which added thousands of dollars to the project cost.

Mike Minardi, stated it was his request to the City which prompted consideration of a code change. He stated they have spent time and money landscaping the back of their home, their air conditioner is located on the side of the home, and it was their contractor who said the logical place to set the generator was next to the air conditioner. He said in some cases air conditioners are louder than the newer generators and his portable gas generator is louder than the one he plans to install.

Commissioner Lind stated allowing residents to place a generator on the side provides options.

**Without further discussion, Commissioner Hickok made a motion to recommend approval of the text amendment, with the following change, seconded by Commissioner Mallers:**

**Permit generators within an interior side or rear yard as long as they are located ~~at least 5 feet from the side or rear lot line~~ *within 5 feet of the exterior wall of the principal structure*, maintain a minimum of 10 feet from any window or door opening and they are screened with landscaping or fence type structure, and that the Table found in Section 5A-12-1: Noise, be amended as noted above.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.  
(Commissioners Oberland and Vonder Heide were absent.)**

### **Municipal Services Committee – November 25, 2013**

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

**Permit generators within an interior side or rear yard as long as they are located at least 5 feet from the side or rear lot line within 5 feet of the exterior wall of the principal structure, maintain a minimum of 10 feet from any window or door opening and they are screened with landscaping or fence type structure, and that the Table found in Section 5A-12-1: Noise, be amended as noted above, page 3 of this memo.**

If approved by the Committee, staff will format the text amendment into an ordinance for the City Council's consideration.

### **Municipal Services Committee Review – November 25, 2013**

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The following members were present: Alderman Joe Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, stated the Planning and Zoning Commission held a public hearing on the matter and recommended approval. He stated the Commission's recommendation included one change from what staff had originally presented, the change, generators are to be placed within 5 feet of the exterior wall of the home. He stated the Commission felt the amendment was good and would allow more flexibility for residents installing generators.

Dan Gombac, Director, stated each situation with a resident installing a generator is unique. He stated the new generators are quieter.

Chairman Marchese asked what landscaping would be required and if the landscaping would hinder servicing the generator.

Mr. Gombac stated landscaping would consist of evergreen shrubs or they could install a fence. He stated the screening requirement should not create a problem servicing the generators.

Alderman Beilke asked if a resident had a large side yard would screening still be required.

Mr. Gombac stated yes.

Mike Minardi, Darien resident, thanked the City for the prompt response to consider allowing generators within side yards.

**Without further discussion, Alderman Beilke made a motion to recommend approval of the text**



**amendment as presented, seconded by Alderman Seifert.**

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

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

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

-  
-  
**AN ORDINANCE AMENDING TITLE 5A,  
CHAPTER 5-7-3, "GENERAL PROVISIONS AND  
REGULATIONS, PERMITTED OBSTRUCTIONS  
IN REQUIRED YARDS", AND CHAPTER 12-4-1, "NOISE",  
OF THE DARIEN CITY CODE**

**(PZC 2013-10: Text Amendment: Generators)**

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

**THIS 2<sup>ND</sup> DAY OF DECEMBER, 2013**

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

**AN ORDINANCE AMENDING TITLE 5A,  
CHAPTER 5-7-3, "GENERAL PROVISIONS AND  
REGULATIONS, PERMITTED OBSTRUCTIONS  
IN REQUIRED YARDS", AND CHAPTER 12-4-1, "NOISE",  
OF THE DARIEN CITY CODE**

**(PZC 2013-10: Text Amendment: Generators)**

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

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

**WHEREAS**, the City Council deems it necessary to periodically review the City of Darien Zoning Ordinance and make necessary changes thereto; and

**WHEREAS**, pursuant to proper legal notice, a public hearing was held before the Planning and Zoning Commission on November 20, 2013, regarding the proposed text amendment; and

**WHEREAS**, the Planning and Zoning Commission filed its findings and recommendations with the City Council recommending approval of the text amendment described herein; and

**WHEREAS**, on November 25, 2013, the Municipal Services Committee of the City Council reviewed the proposed text amendment and has forwarded its recommendation of approval of the text amendment described herein; and

**WHEREAS**, the City Council approves and adopts the findings and recommendations of the Planning and Zoning Commission and the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

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

**SECTION 1:** Title 5A, Chapter 5-7-3, “General Provisions and Regulations, Permitted Obstructions in Required Yards,” of the City Code of Darien, is hereby amended to read as follows (deleted language stricken):

5A-5-7-3(C): In Required Rear Yards:

1. Private swimming pools in accordance with the provisions of Sections 5A-5-8 and 5A-5-9 of this Chapter and of other applicable ordinances of the City.
2. Open, unenclosed patio/terraces and decks which do not have a roof,

awning or canopy and which are not over four feet (4') above the grade of the adjoining ground may extend not more than ten feet (10') into the required yard.

3. Accessory buildings, structures, and uses as permitted in Section 5A-5-9 of this Chapter.
4. Air-conditioning ~~and generator~~ units projecting five feet (5') or less into the required rear yard.
5. Arbors and trellises.
6. Generators may be located not more than 5 feet from the exterior wall of the principal structure and are required to maintain a minimum clearance of 10 feet from any window or door opening. Generators are required to be screened by either landscaping or a fence type structure.

5A-5-7-3(D): In Required Side Yards: Arbors and Trellises.

5A-5-7-3(E): In Required Interior Side Yards: Generators may be located not more than 5 feet from the exterior wall of the principal structure and are required to maintain a minimum clearance of 10 feet from any window or door opening. Generators are required to be screened by either landscaping or a fence type structure.

**SECTION 2:** Title 5A, Chapter 12-4-1, "Noise", of the City Code of Darien, is hereby amended to read as follows (deleted language stricken):

5A-12-4-1: NOISE: At no point on the property line on which the operation is located shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation vehicles) exceed the decibel levels in the designated octave bands as hereinafter shown in the following table:

MAXIMUM PERMITTED SOUND LEVEL (DECIBELS)

Octave Bank (Frequency) Cycles Per Sound	Industrial Or Commercial Adjoining Nonresidential District	Industrial <del>Or</del> , Commercial Or Residence Adjoining Residence Properties
0 to 75	79	72
75 to 150	74	67
150 to 300	66	59
300 to 600	59	52
600 to 1,200	53	46
1,200 to 2,400	47	42

2,400 to 4,800	41	38
Above 4,800	39	38

Noise testing is to be accomplished at the property line of the noise emitting source, with an octave band analyzer operated by an independently employed person, trained, and skilled in the operation of this equipment.

-

**SECTION 3:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2<sup>nd</sup> day of December, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2<sup>nd</sup> day of December, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Michael Griffith

---

**From:** Dan Gombac  
**Sent:** Thursday, November 14, 2013 1:49 PM  
**To:** Michael Griffith  
**Subject:** FW: Update on variance discussion

Include the below e-mail as back up to the generator agenda memo.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**From:** John Caruso [mailto:jcaruso@cbbel.com]  
**Sent:** Thursday, November 14, 2013 10:36 AM  
**To:** Dan Gombac  
**Subject:** RE: Update on variance discussion

Yes, I concur .

**John P. Caruso, PE**  
*Head, Mechanical/Electrical Department*  
**Christopher B. Burke Engineering, Ltd.**  
9575 W. Higgins Road, Suite 600 Rosemont, IL 60018  
Phone: (847) 823-0500 Fax: (847) 939-5214  
E-Mail: [jcaruso@cbbel.com](mailto:jcaruso@cbbel.com)

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**From:** Dan Gombac [mailto:dgombac@darienil.gov]  
**Sent:** Wednesday, November 13, 2013 2:13 PM  
**To:** [jcaruso@cbbel.com](mailto:jcaruso@cbbel.com)  
**Subject:** RE: Update on variance discussion

John:

Upon review of your summary, would you concur that a generator placed in a side yard would have minimal or no-effect on an adjacent property owner, provided that the 10 foot exhaust separation is maintained?

*Daniel Gombac*

*Director of Municipal Services*

630-353-8106

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**From:** John Caruso [<mailto:jcaruso@cbbel.com>]

**Sent:** Friday, October 25, 2013 11:58 AM

**To:** Dan Gombac

**Subject:** RE: Update on variance discussion

Dan

Attached are two relevant excerpts from the International Mechanical Code dealing with intake openings and exhaust outlets.

Typically, a 10 ft separation is required between exhaust and intake openings. Intake opening being a residential window, and the exhaust being the exhaust from the genset.

As for the noise emanating from generators, they should be required to meet the Village noise ordinance.

However one could argue that certain lawn mowers may not meet the Village noise ordinance. A standby engine generator is exercised typically one hour per week, and then operates only during power outages.

The exhaust from typical natural gas engine generators is typically cleaner burning than the diesel counterpart engine or the gasoline engine producing less particulate matter and less combustion byproducts.

**John P. Caruso, PE**

*Head, Mechanical/Electrical Department*

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

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

Phone: (847) 823-0500 Fax: (847) 939-5214

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

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**From:** Dan Gombac [<mailto:dgombac@darienil.gov>]

**Sent:** Wednesday, October 23, 2013 4:02 PM

**To:** [jcaruso@cbbel.com](mailto:jcaruso@cbbel.com)

**Subject:** FW: Update on variance discussion

Please feel free to echo off my comments

*Daniel Gombac*

*Director of Municipal Services*

630-353-8106

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**From:** Dan Gombac

**Sent:** Wednesday, October 23, 2013 12:04 PM

**To:** 'Michael Minardi'; Joe Sheldon

**Cc:** Kathy Minardi; Kathy Weaver ([Kathy\\_Weaver@AJG.com](mailto:Kathy_Weaver@AJG.com)); Bryon Vana; Mary Wintermute; Michael Griffith; Joe Marchese; Scott Coren

**Subject:** RE: Update on variance discussion

Hi Mike:

After my visit with you yesterday, I began researching the issue of generators being placed within a side yard last night. As you are aware generators are not allowed in sideyards per the City Zoning Regulations. The regulations for generators were implemented many years ago and were put in place due to sound levels as well as fumes. Upon review of generators today, particularly natural gas generators, they are clean burning and may be compared to a high efficiency furnace vent that discharges fumes to the outside within sideyards. The issue of sound levels of certain generators may be compared to an air conditioner.

The emergency generators manufactured today have made major technological advancements in comparison to earlier generators. The Staff has reached out to our engineer, Christopher Burke Engineering to review any potential issue regarding fumes and decibel levels in regards to generators being placed within sideyards. The argument may be further made that a gasoline generator produces more harmful fumes and greater sounds than a natural gas generator.

Upon further conversation with Mayor Weaver, the staff will begin reviewing the placement of generators within a sideyard. Upon our review the issue will require a public hearing-to be completed by 2<sup>nd</sup> week of Nov, followed by Committee review-Nov 25 and City Council action by Dec 2.

Mike G-Please conduct a survey of adjacent towns up to ten regarding placement of generators and when adopted.

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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**From:** Michael Minardi [<mailto:michael.minardi@base22.com>]

**Sent:** Tuesday, October 22, 2013 10:31 PM

**To:** Joe Sheldon

**Cc:** Dan Gombac; Kathy Minardi

**Subject:** Update on variance discussion

Hi Joe,

I understand you are stopping by on Friday. I wanted to let you know that Dan Gombac (on copy) stopped by today and he runs Municipal Services for our City and he is just a great guy. He indicated it is unlikely we will get a variance for our generator on the side of the house.

Kathy was out when he came by and I don't think she is very excited by our other option, which would be near our tool shed in the back, but when you are here, maybe you can take a look. I am also concerned about how much digging would be required or how you would get under our pavers assuming you need to connect the generator to that box you have to put on the outside wall of the house.

You can take a look when you stop by.

Thanks Joe.

--

Sincerely,

Mike Minardi  
CEO



email: [mike@base22.com](mailto:mike@base22.com)

phone: 1.630.768.8616

skype: michael.minardi1

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**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: December 2, 2013**

**Issue Statement**

**Section 3-3-23:** Amending Section 3-3-23 of the City Code, Liquor Code: Copy of Ordinance to be Provided to Licensees.

**ORDINANCE**

**Discussion/Overview**

**The Municipal Services Committee considered this matter at their meeting on November 25, 2013. The Committee recommended approval of the amendment.**

The full discussion follows as “Additional Information”.

The draft ordinance is attached.

**Decision Mode**

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The City Council will consider this matter at its meeting on December 2, 2013.

## Additional Information

### Issue Statement

**Section 3-3-23:** Amending Section 3-3-23 of the City Code, Liquor Code: Copy of Ordinance to be Provided to Licensees.

### Overview/Discussion

Recently, when the City Council amended the City Code creating the Class M Liquor License, a subsequent section of the City Code was required to be amended related to adding a liquor license category. Below is the section that needs to be amended.

3-3-23: COPY OF ORDINANCE TO BE PROVIDED LICENSEES: A licensee to whom a class A, B, C, D, E, F, G, H, I, ~~and~~ K, and M license is issued hereunder shall annually be provided with a copy of this chapter, and shall sign a certificate stating that said copy has been provided and that the licensee agrees to comply with all provisions hereof as a condition of said license.

The above section of the City Code applies to licenses issued annually, it does not apply to a temporary license, Class J Liquor License, issued for specified dates. The Class L Liquor License was eliminated in 2012, Ordinance O-37-12.

### Staff Findings/Recommendations

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

### Municipal Services Committee Review – November 25, 2013

The Municipal Services Committee considered this matter at its meeting on November 25, 2013. The following members were present: Alderman Joe Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, briefly explained the City Code amendment, it adds a reference to the Class M liquor license where the City Code requires the City to send a copy of the liquor regulations to a licensee for them to sign-off on.

The Committee did not have any questions.

**Without further discussion, Alderman Seifert made a motion to recommend approval of the City Code amendment, seconded by Alderman Beilke.**

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

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

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

**AN ORDINANCE AMENDING SECTION 3-3-23,  
COPY OF ORDINANCE TO BE PROVIDED LICENSEES,  
OF THE DARIEN CITY CODE**

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

**THIS 2<sup>nd</sup> DAY OF DECEMBER, 2013**

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

**AN ORDINANCE AMENDING SECTION 3-3-23,  
COPY OF ORDINANCE TO BE PROVIDED LICENSEES,  
OF THE DARIEN CITY CODE**

**SECTION 1:** Section 3-3-23 of the Darien City Code, “Copy of Ordinance to Be Provided Licensees” is hereby amended to provide as follows (deleted language stricken):

3-3-23: COPY OF ORDINANCE TO BE PROVIDED LICENSEES: A licensee to whom

a class A, B, C, D, E, F, G, H, I, ~~and~~ K, and M license is issued hereunder shall annually be provided with a copy of this chapter, and shall sign a certificate stating that said copy has been provided and that the licensee agrees to comply with all provisions hereof as a condition of said license.

**SECTION 2:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,**

**ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,**

**ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**December 2, 2013**

**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 2014 Street Maintenance Program, in an amount not to exceed \$9,750.00.

**RESOLUTION**

**Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 51 pavement corings for the tentatively proposed 2014 Street Maintenance Program. The following roads have been slated for the 2014 Street Maintenance Program:

<b>PROPOSED 2014 ROAD PROGRAM</b>					
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Holly Ave	65	Marion Hills North	Brookbank Rd to Crest Rd	2002	1660
Brookbank Rd	63	Marion Hills North	69th St to Holly Ave	1999	1150
Sawyer Rd	65	Farmingdale Terr S	79 <sup>th</sup> St to Portsmouth Dr	1998	2700
Farmingdale Dr	65	Farmingdale Terr S	Glen Ln to Portsmouth Dr	2002	1840
Carrol Ln	65	Farmingdale Unit 5-9	Gigi Ln to Summit Rd	1998	200
Wirth Ln	65	Downers-Fairview	Gigi Ln to 71 <sup>st</sup> St	2000	1460
Gigi Ln	66	Downers-Fairview	Fairview Ave – 75 <sup>th</sup> St	2001	2300
Brittany Ct	65	Norman Court	Norman Dr to limit	1992	530
Coventry Ct	65	Norman Court	Norman Dr to limit	1992	640
Canterbury Ct	65	Norman Court	Brittany Ct to limit	1992	395
Brunswick Rd	65	Farmingdale Ridge	Manning Rd to Green Valley Rd	1999	765
Brompton Dr	65	Farmingdale Ridge	Dartmouth Ln to Green Valley	1999	585
Dartmouth Ln	65	Farmingdale Ridge	Brompton Dr to Brunswick Rd	1999	325
Carlton Rd	65	Farmingdale Ridge	Manning Rd to Green Valley Rd	1999	845
Aylesbury Ln	69	Farmingdale Ridge	Cambridge Rd to Wakefield Dr	2001	335
Cambridge Rd	65	Farmingdale Ridge	Aylesbury Ln to 75 <sup>th</sup> St	1998	1090
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Dixon Ct	67	Farmingdale Village	Drover Ln to Limit	1998	425
Gilbert Ct	66	Farmingdale Village	Beller Dr to limit	2000	330
Meadow Ln	65	Farmingdale Village	Beller Dr to 87 <sup>th</sup> St	1999	1250

83 <sup>rd</sup> Ct	60	Brookridge	Lemont Rd to Book Ridge	Annex	260
Knottingham Cir	65	Devonshire	Plainfield Rd to Plainfield Rd	1999	1800
Bentley Ave	69	Hinsbrook	69 <sup>th</sup> St to 71 <sup>st</sup> St	2001	1360
Cherokee Dr	69	Hinsbrook	Seminole Dr to Darien Ln	2000	1300
LINEAL FEET					23545
MILES					4.5

The proposed Engineering Agreement includes the following scope of services:

**Task 1 – Geotechnical Investigation:** A Geotechnical Investigation will be performed by CBBEL’s sub consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (51 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 - \$9,000.00**

**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 - \$750.00**

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

Cost for Task 1-	\$9,000.00
Cost for Task 2-	<u>750.00</u>
Total Cost	\$9,750.00

Funding for the Engineering Services would be expended from the following line item of the FY 14 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ROAD CORE SPECS/TESTING SERVICES	\$14,000.00	\$ 9,750.00	\$ 4,250.00

**Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$9,750.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the December 2, 2013 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 2014 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$9,750.00**

**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 2014 Street Maintenance Program in an amount not to exceed \$9,750.00, 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 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

\_\_\_\_\_  
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 6, 2013

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2014 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 2014 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 2014 Road Program will consist of the following streets:

PROPOSED 2014 ROAD PROGRAM		
STREET	ROAD LENGTH	CORES
Holly Avenue	1660	3
Brookbank Road	1150	2
Sawyer Road	2700	5
Farmingdale Drive	1840	4
Carrol Lane	200	1
Wirth Lane	1460	3
Gigi Lane	2300	5
Brittany Court	530	1
Coventry Court	640	1
Canterbury Court	395	1
Brunswick Road	765	2

Brompton Drive	585	1
Dartmouth Lane	325	1
Carlton Road	845	2
Aylesbury Lane	335	1
Cambridge Road	1090	2
Dixon Court	425	1
Gilbert Court	330	1
Meadow Lane	1250	3
83rd Court (Lemont-Limit)	260	1
Knottingham Circle	1800	4
Bentley Avenue	1360	3
Cherokee Drive	1300	3
	<b>23,545</b>	<b>51</b>
<b>MILES</b>	<b>4.5</b>	

### 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 51 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 2014 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	\$9,000
Task 2	Evaluation of Geotechnical Report	\$ 750
	TOTAL	\$9,750

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, 2013**

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

Direct Costs

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

\*Charges include overhead and profit

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

Local Office  
November 6, 2013

Mr. John LaPaglia  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018

RE: P.N. 51,906  
Pavement Cores  
City of Darien 2014 Road Program  
Darien, IL

Dear Mr. LaPaglia

Testing Service Corporation (TSC) is pleased to submit this proposal to take pavement cores for the above referenced project. The broad objectives of our work will be to determine pavement composition and thickness.

Our understanding of the existing conditions and the proposed scope of services are as follows;

- The project consists of performing a total of fifty-one (51) pavement cores on twenty-three (23) streets within the city limits of Darien, Illinois. It is assumed that the streets are mainly residential and that traffic control will be limited to safety cones.
- Utility clearance for the core will be obtained by contacting J.U.L.I.E. (Joint Utility Locating Information for Excavators). Private utilities that may exist will be the responsibility of the property owner or their agents.
- The pavement core will be examined by a materials technician in the laboratory, who will accurately measure and describe the various pavement courses. Other tests deemed necessary by our Project Engineer may also be performed.
- Upon completion of field and laboratory work, you will receive a Pavement Core Summary report. It will give complete pavement and base course thicknesses as well as laboratory test data.

#### **Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Nine Thousand Dollars (\$9,000.00)** to provide the coring program outlined above. Our proposal is based on the understanding that: the core locations are accessible to a conventional truck-mounted drill, and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before December 31, 2013.

The fees, hourly rates and other charges for field services furnished under this proposal are based on TSC's current contract with the International Union of Operating Engineers, Local 150. Since your project is funded in part or in total by state or local government funding sources, it will also be subject to IPWA requirements.



#### **TESTING SERVICE CORPORATION**

##### *Corporate Office:*

360 S. Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

##### *Local Office:*

457 E. Gundersen Drive, Carol Stream, IL 60188-2492  
630.653.3920 • Fax 630.653.2726

**Closure:**

The geotechnical services being performed are subject to TSC's attached General Conditions (as modified for CBBEL). Unless stated otherwise, TSC's fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, would be added to our invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

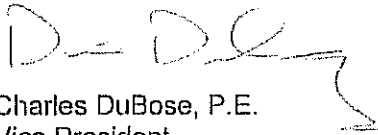
Mr. John LaPaglia  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
Tel: (847) 823-0500  
Email: [jlapaglia@cbbel.com](mailto:jlapaglia@cbbel.com)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION



Charles DuBose, P.E.  
Vice President

By:



Darin Delaney  
Project Geologist

DPD:tlv

Enc: Cost Estimate  
General Conditions (Modified)  
Project Data Sheet

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

COST ESTIMATE  
P.N. 51,906  
Pavement Cores  
City of Darien 2014 Road Program  
Darien, IL

ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE</b>					
1.1	Mark Core Locations and Arrange for Clearance of Underground Utilities	Hour	7.0	120.00	\$ 840.00
<b>OBTAIN PAVEMENT CORES</b> Includes coring with 4 inch diameter barrel, retrieving all pavement materials to maximum depth of 18 inches and taking auger samples of base course/subbase materials					
2.1	Core Van and One-Man Crew (Regular Time Portal to Portal)	Hour	40.0	150.00	\$ 6,000.00
2.2	Core Van and One-Man Crew (Overtime)	Hour	0.0	175.00	\$ 0.00
2.3	Patch Holes with Cold Patch Asphalt of Non-Shrink Grout	Each	51	10.00	\$ 510.00
2.4	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	51	15.00	\$ 765.00
<b>TRAFFIC CONTROL</b>					
3.1	TSC Pickup and Arrowboard	Day	0	140.00	\$ 0.00
<b>ENGINEERING SERVICES</b>					
5.1	Prepare Pavement Core Summary Report	Lump Sum	1	750.00	\$ 750.00
5.2	Geotechnical Engineer to Perform Special Calculations	Hour	0.0	120.00	\$ 0.00
5.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	150.00	\$ 0.00
<b>ESTIMATED TOTAL:</b>				<b>\$ 8,865.00</b>	
<b>RECOMMENDED BUDGET:</b>				<b>\$ 9,000.00</b>	

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**December 2, 2013**

**Issue Statement**

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2014 Street Maintenance Program in an amount not to exceed \$25,730.00.

**RESOLUTION****Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2014 Street Maintenance Program. The following roads have been slated for the 2014 Street Maintenance Program:

<b>PROPOSED 2014 ROAD PROGRAM</b>					
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Holly Ave	65	Marion Hills North	Brookbank Rd to Crest Rd	2002	1660
Brookbank Rd	63	Marion Hills North	69th St to Holly Ave	1999	1150
Sawyer Rd	65	Farmingdale Terr S	79 <sup>th</sup> St to Portsmouth Dr	1998	2700
Farmingdale Dr	65	Farmingdale Terr S	Glen Ln to Portsmouth Dr	2002	1840
Carrol Ln	65	Farmingdale Unit 5-9	Gigi Ln to Summit Rd	1998	200
Wirth Ln	65	Downers-Fairview	Gigi Ln to 71 <sup>st</sup> St	2000	1460
Gigi Ln	66	Downers-Fairview	Fairview Ave – 75 <sup>th</sup> St	2001	2300
Brittany Ct	65	Norman Court	Norman Dr to limit	1992	530
Coventry Ct	65	Norman Court	Norman Dr to limit	1992	640
Canterbury Ct	65	Norman Court	Brittany Ct to limit	1992	395
Brunswick Rd	65	Farmingdale Ridge	Manning Rd to Green Valley Rd	1999	765
Brompton Dr	65	Farmingdale Ridge	Dartmouth Ln to Green Valley	1999	585
Dartmouth Ln	65	Farmingdale Ridge	Brompton Dr to Brunswick Rd	1999	325
Carlton Rd	65	Farmingdale Ridge	Manning Rd to Green Valley Rd	1999	845
Aylesbury Ln	69	Farmingdale Ridge	Cambridge Rd to Wakefield Dr	2001	335
Cambridge Rd	65	Farmingdale Ridge	Aylesbury Ln to 75 <sup>th</sup> St	1998	1090
Dixon Ct	67	Farmingdale Village	Drover Ln to Limit	1998	425
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Gilbert Ct	66	Farmingdale Village	Beller Dr to limit	2000	330
Meadow Ln	65	Farmingdale Village	Beller Dr to 87 <sup>th</sup> St	1999	1250
83 <sup>rd</sup> Ct	60	Brookridge	Lemont Rd to Book Ridge	Annex	260

Knottingham Cir	65	Devonshire	Plainfield Rd to Plainfield Rd	1999	1800
Bentley Ave	69	Hinsbrook	69 <sup>th</sup> St to 71 <sup>st</sup> St	2001	1360
Cherokee Dr	69	Hinsbrook	Seminole Dr to Darien Ln	2000	1300
LINEAL FEET					23545
MILES					4.5

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 - \$2,768.00**

**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 - \$11,620.00**

**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 - \$1,038.00**

**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 - \$1,304.00**

**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-	\$ 2,768.00
Cost for Task 2-	\$11,620.00
Cost for Task 3-	\$ 1,038.00
Cost for Task 4-	\$ 1,304.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 3,000.00</u>
Total cost	\$25,730.00

Funding for Engineering Services would be expended from the following line item of the FY14 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	CONSULTING PROFESSIONAL-ENG BID SPECS	\$31,500.00	\$ 25,730.00	\$ 5,770.00

### **Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$25,730.00.

**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 2013
Bid Due Date	January 2014
Committee Agenda Contract Review/Approval	January/February 2014
Council Agenda Contract Review/Approval	February/March 2014
Execute Contract	March 2014
Start Layout	April 2014
Start Construction	Mid-May 2014
Completion	July 2014

### **Alternate Consideration**

Not approving the agreement.

### **Decision Mode**

This item will be placed on the December 2, 2013 City Council agenda for formal consideration.

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

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2014 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$25,730.00**

**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 2014 Street Maintenance Program in an amount not to exceed \$25,730.00, 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 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

\_\_\_\_\_  
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 12, 2013

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2014 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 2014 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 2014 Road Program will consist of resurfacing for the following streets:

STREET	ROAD LENGTH
Holly Avenue	1660
Brookbank Road	1150
Sawyer Road	2700
Farmingdale Drive	1840
Carrol Lane	200
Wirth Lane	1460
Gigi Lane	2300
Brittany Court	530
Coventry Court	640
Canterbury Court	395
Brunswick Road	765
Brompton Drive	585
Dartmouth Lane	325

Carlton Road	845
Aylesbury Lane	335
Cambridge Road	1090
Dixon Court	425
Gilbert Court	330
Meadow Lane	1250
83rd Court (Lemont-Limit)	260
Knottingham Circle	1800
Bentley Avenue	1360
Cherokee Drive	1300
	<b>23,545</b>
<b>MILES</b>	<b>4.5</b>

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 23,545 feet (4.5 miles).

### 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 \$173/hr x 16 hrs = \$2,768

**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 \$173/hr x 20 hrs	= \$3,460
Engineer I/II \$102/hr x 80 hrs	= <u>\$8,160</u>
	Total \$11,620



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

Engineer V \$173/hr x 2 meetings x 3 hrs = \$1,038

Total \$1,038

**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 \$173/hr x 4 hrs = \$ 692

Engineer I/II \$ 102/hr x 6 hrs = \$ 612

Total \$1,304

**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	\$ 2,768
Task 2	Preparation of Bid Booklet	\$11,620
Task 3	Coordination Meetings	\$ 1,038
Task 4	Bidding Assistance	\$ 1,304
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 3,000</u>
	NOT TO EXCEED	\$25,730

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, 2013**

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

Direct Costs

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

\*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## AGENDA MEMO

### **City Council**

**December 2, 2013**

#### **Issue Statement**

Approval of a resolution to permit limited accessory structures and limited recreational activities on certain City of Darien owned property, located immediately east of the Darien Towne Center- PIN No: 09-29-400-020, Lot 3 of the Darien Town Centre PUD, and referred to as an Undisturbed/Buffer Area.

#### **RESOLUTION**

#### **Background/History**

Recently, Imtiaz Uddin, 7536 Wilton Road, has requested permission to utilize a limited portion of the City property located immediately west of his rear yard property and east of the Darien Towne Center. Mr. Uddin would like to utilize the property to construct a shed. See attached e-mail labeled as [Attachment A](#) and corresponding aerial map labeled as [Attachment B](#). Lot 3 was conveyed to the City by the Darien Towne Center on May 18, 1995 as part of an annexation agreement through Ordinance No.'s O-16-93, O-17-93 and O-18-93. Attached and labeled as [Attachment C](#) is Section 11 of the Annexation Agreement regarding the conveyance of Lot 3 and Lot 4. [Attachment D](#) is a copy of the executed deed.

The area is a buffer zone between the residences that front Wilton Road and the Darien Towne Center. Staff has completed a site visit to the buffer zone and confirms there are opportunities for residents to utilize the property for sheds, play sets, gazebos and certain other recreational uses as deemed appropriate by the City Administrator, with no adverse impact. While Mr. Uddin is the only resident requesting the use of the City's property, staff is recommending that the use be extended to all 8 properties adjacent to Lot 3 and as depicted through [Attachment B](#). In addition, staff is suggesting that the use be allowed through a Letter of Understanding with the following conditions.

1. The maximum size of any structure shall 12 feet by 12 feet and no taller than 15-feet from the existing grade.
2. No live trees shall be disturbed or removed to accommodate the structure or activity.
3. Dead trees may be removed by the owners at their expense, upon concurrence with the City Arborist.
4. The property owners shall add the City, its officers, agents and employees, as additional insured on their homeowners' insurance policies, which shall include a \$1 million umbrella liability policy, with respect to any claims for damage or injury arising from the improvement and use of the Buffer Area and sign a hold harmless/indemnity agreement in favor of the City.
5. All structures shall be set back from the property line adjacent to the Buffer Area a minimum of 5 feet and shall not encroach more than 20 feet from the easterly property line of Lot 3.
6. The property owners shall provide a detailed sketch regarding the placement of the structure or activity.
7. The property owners shall field identify and mark the property corners of their property
8. The City reserves the right to have the structures removed or activity suspended at the City's discretion and the owners' expense.
9. The property owner shall acknowledge through a signature and date the conditions as stated.
10. The structures shall be maintained free from rust, and rot, and shall be structurally sound at all times

The following properties would be allowed to utilize the City property:

2020 Harper Road  
7528 Wilton Road  
7532 Wilton Road  
7536 Wilton Road  
7540 Wilton Road  
7544 Wilton Road  
7548 Wilton Road  
7552 Wilton Road

**Committee Recommendation**

The Municipal Services Committee recommends approval of this resolution with the conditions as stated above.

**Alternate Consideration**

Not approving the resolution

**Decision Mode**

This item will be placed on the December 2, 2013 City Council agenda for formal consideration.

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

**A RESOLUTION TO PERMIT LIMITED ACCESSORY STRUCTURES AND LIMITED RECREATIONAL ACTIVITIES ON CERTAIN CITY OF DARIEN-OWNED PROPERTY, LOCATED IMMEDIATELY EAST OF THE DARIEN TOWNE CENTER-PIN NO 09-29-400-020, LOT 3 OF THE DARIEN TOWNE CENTER PUD AND REFERRED TO AS AN UNDISTURBED/BUFFER AREA**

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

**SECTION 1:** Subject to permitting, the City Council of the City of Darien hereby permits the owners of the following properties to construct limited accessory structures such as sheds, swing-sets, play equipment, gazebos, and similar recreational equipment as approved by the City Administrator within City owned property-Pin No. 09-29-400-020, Lot 3 of the Darien Town Center PUD, immediately adjacent to the owners property, and referred to as the “Buffer Area”:

2020 Harper Road  
7528 Wilton Road  
7532 Wilton Road  
7536 Wilton Road  
7540 Wilton Road  
7544 Wilton Road  
7548 Wilton Road  
7552 Wilton Road

**SECTION 2:** Any property owners seeking to improve the Buffer Area for the allowable uses shall be subject to these additional restrictions:

1. The maximum size of any structure shall 12 feet by 12 feet and no taller than 15-feet from the existing grade.
2. No live trees shall be disturbed or removed to accommodate the structure or activity.
3. Dead trees may be removed by the owners at their expense, upon concurrence of the City Arborist.
4. The property owners shall add the City, its officers, agents and employees, as additional insured on their homeowners’ insurance policies, which shall include a \$1 million umbrella liability policy, with respect to any claims for damage or injury arising from the improvement and use of the Buffer Area and sign a hold harmless/indemnity agreement in favor of the City.
5. All structures shall be set back **from the property line adjacent to the Buffer Area** a minimum of 5 feet and shall not encroach more than 20 feet from the easterly property line of Lot 3.
6. The property owners shall provide a detailed sketch regarding the placement of the structure or activity.
7. The property owners shall field identify and mark the property corners of their property

8. The City reserves the right to have the structures removed or activity suspended at the City's discretion and the owners' expense.
9. The property owner shall acknowledge through a signature and date the conditions as stated.
10. The structures shall be maintained free from rust, and rot, and shall be structurally sound at all times

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2<sup>nd</sup> day of December, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**Dan Gombac**

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**From:** imtiaz uddin <najze@hotmail.com>  
**Sent:** Thursday, November 14, 2013 10:00 AM  
**To:** Dan Gombac; Dan Gombac  
**Cc:** Kathy Weaver; Kathy Weaver; forward for smcvicor  
**Subject:** 7536 Wilton Road - Isolation/Buffer Area

Dear Mr. Gombac,

Thank you for stopping by at our home Tuesday evening to review my request for the city permission to place a shed in the isolation/buffer area behind our back yard. We appreciate your coming to our place on a rather cold day and for your understanding and suggestions. As I mentioned placing the shed in our back yard in front of the 20 feet Drainage and Utilities Easement will make my friendly and helpful neighbors unhappy because it will spoil the continuity and view of their back yards. This can be avoided by placing the shed in the area I showed you.

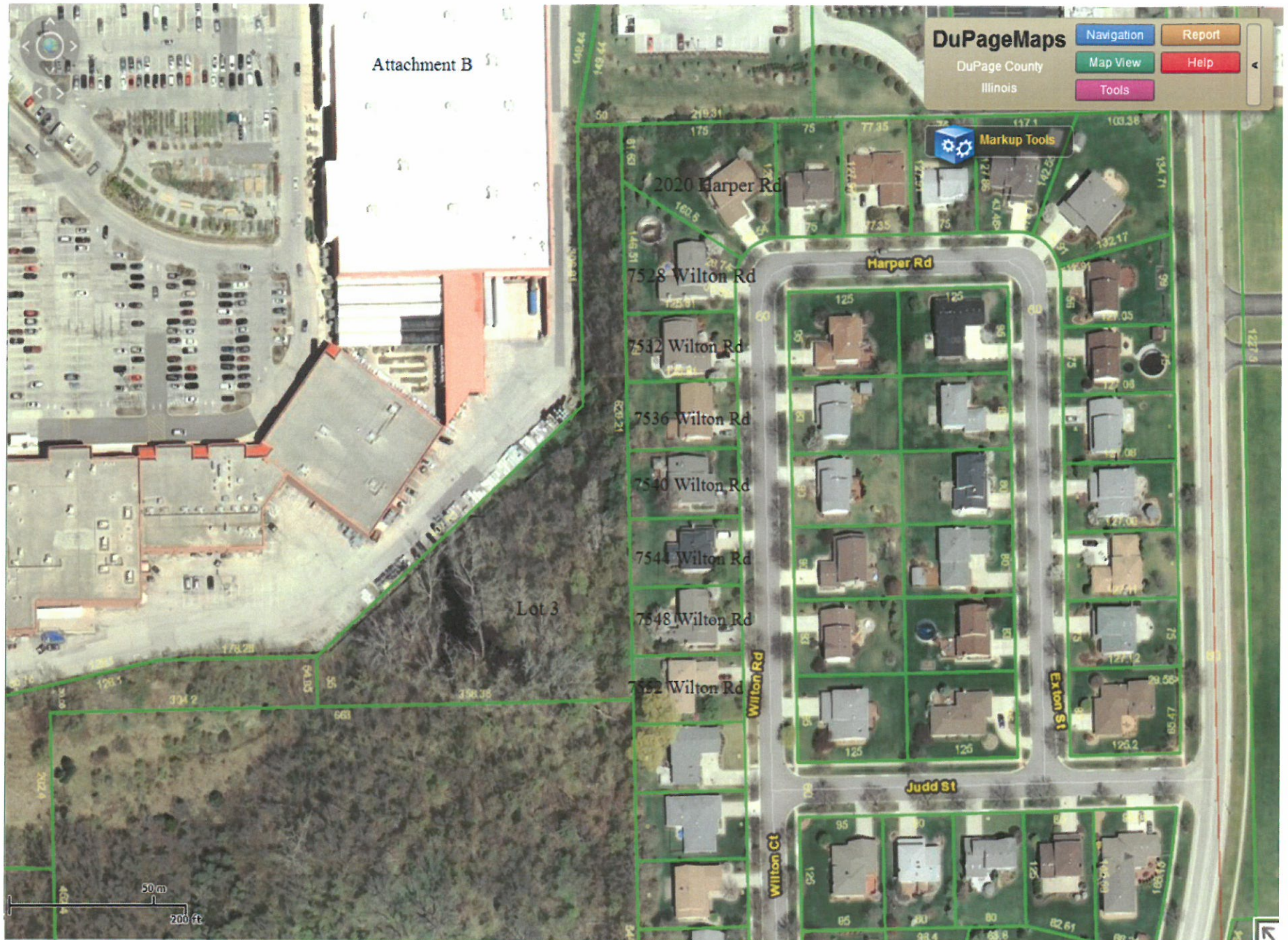
I also mentioned that establishing the buffer space & the fence and planting of new pine trees, were agreed by all three - affected home owners, Darien City and Home Depot - to remedy the serious concern and unhappiness of the home owners on the west side of Wilton Road following the Darien City decision in early 1990s to allow Home Depot to build a big store just behind our homes. This compromise was achieved through great effort by the affected home owners and with the understanding and valuable support of the then Mayor, Carman. ( I should say that, for my home, about 60% of the agreed minimum 50 feet isolation space/land was built by Home Depot by putting additional soil/earth and a retaining wall as our was the worst case of having only 18-20 feet of isolation space/ land beyond our backyard.)

**I understand from my Alderman, Ms. McIvor, that the city is considering my request favourably but the process may take a month or two to develop a general policy. I am grateful to you all for this creative thinking and cooperation. Needless to say that these buffer areas can be reached only through the property of the respective home owners.**

**Now in mid November the weather is changing quickly - time is of the essence for any out door work. It would be great help to us if the city could grant us a conditional anticipatory permit so that we are not constrained and hampered by bad weather next month. We would give a written undertaking that if the eventual decision of the city is contrary to our expectations, we would remove the shed from the buffer area. We would be very grateful for this further cooperation and favor. Thank you**

Regards.

**M. I. Uddin  
(630) 873-1230**





footage of buildings and location of monument signage of the Outlots shall be as shown on the Development Plan.

B. Nothing herein shall be construed as Final Site Plan approval of any of the improvements to be located on Outlots 1 and 3. The development of each such Outlot shall be subject to Plan Commission and City Council Final Site Plan review in accordance with Section 5A-3-2.3 of the City Code. The height of any Outlot building, excluding cupolas and decorative entrance features, shall not exceed twenty-five (25') feet and shall consist of only one story above grade.

SECTION 11: CONVEYANCE OF UNDISTURBED AREAS TO CITY; EASEMENTS; FENCE MAINTENANCE; UNDISTURBED BUFFER.

A. Conveyance. Within thirty (30) days after the City issues its Certificate of Occupancy for the 109,000 ± square foot use on the eastern portion of the Commercial Property ("HomeBase"), and upon completion of the required berming in the area behind the "Circuit City" building, Developer (or such entity as designated by Developer holding title to the property described hereinbelow) shall convey by warranty deed to the City merchantable title to Lots 3 and 4 as shown on the Preliminary Subdivision Plat and identified on the Site Plan as the "Undisturbed Area" and the "Buffer Area," said areas located generally along the eastern boundary, southeastern corner and a portion of the southern boundary of the Subject Property. The recited consideration for said conveyance shall be \$10.00 and other good and valuable consideration. In addition, at the time of said conveyance,

UNOFFICIAL COPY

TRUSTEE'S DEED

R95-061172

95 MAY 19 PM 3:00

RECORDER  
DU PAGE COUNTY

*Plarney*

THIS INDENTURE, made this 7TH day of SEPTEMBER, 1994, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated the JUNE 4, 1991 known as Trust Number 113974-03 party of the first part, and

*560 collar Co. OP 00199 / N948257 DMKJW*

CITY OF DARIEN, AN ILLINOIS MUNICIPAL CORPORATION, 1702 PLAINFIELD ROAD, DARIEN, IL 60561

(Reserved for Recordors Use Only)

Exempt under provisions of Paragraph 4E Section 4, Real Estate Transfer Tax Act.

5/18/95 Date Cindie M. Krause Buyer, Seller or Representative

party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in DUPAGE County, Illinois, to-wit:

*VA*

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As INTERSECTION OF 75TH & LYMAN AVE *Darien IL 60559*

Property Index Number 09-29-400-0201-021 together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.



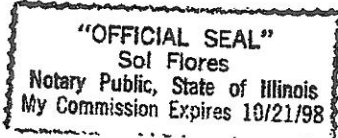
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

By *[Signature]* GREGORY S. KASPRZYK, SECOND VICE PRESIDENT

STATE OF ILLINOIS ) I, SOL FLORES, a Notary Public in and for COUNTY OF COOK ) said County, in the State aforesaid, do hereby certify

GREGORY S. KASPRZYK an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 26TH day of APRIL 1995



*Sol Flores* NOTARY PUBLIC

Prepared By: American National Bank & Trust Company of Chicago GREGORY S. KASPRZYK

MAIL TO: Debbie Swade *Schain, Finsel & Burney* taxes to  
222 N. LaSalle  
CHICAGO, IL 60601

SENT BY:

9-7-94 ; 11:34 ;SCHAIN, F. S. BLINNEY UNOFFICIAL COPY 3126615373:# 3/10

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 3 AND 4 IN DARIEN TOWNE CENTRE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 17, 1993, AS DOCUMENT NO. R93-183593, IN DUPAGE COUNTY, ILLINOIS

D:\LEGAL\DMR\DM.LOC

R95-061172

## AGENDA MEMO

City Council

Meeting Date: December 2, 2013

### Issue Statement

Approval of tax levy determination for general and special purposes for Fiscal Year 2013-2014.

### [ORDINANCE-TAX LEVY](#)

### [ORDINANCE – SSA TARA HILL](#)

### Background/History

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year's extension and abatements. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. Nonetheless, we have approached the process this year with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund). Based on staff anticipating that assessed valuation will decrease city wide the tax rate will increase.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request. The council could also choose to levy a higher amount.

The attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,629,140 which represents a **0%** increase over this year's non-bond extension (\$1,126,572) and abatement (\$502,568) of \$1,629,140. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2012 levy amount to pay for the principal and interest on these bonds totals \$996,012. Lastly, any abatement will be presented in conjunction with our budget review.

### **Staff/Committee Recommendation**

The Administrative/Finance Committee and Staff recommends approval of the levy determination and ordinances which:

- Set the City's 2013 general property tax levy and special corporate tax levy (police pension fund) at \$1,629,140
- Set the City's 2012 Special Service Area I property tax levy at \$5,000

### **Alternate Consideration**

Levy different amounts.

### **Decision Mode**

The tax levy determination will be on the October 21, 2013 Council meeting for formal consideration. This final tax levy ordinance will be on the December 2, 2013, City Council agenda for formal consideration.

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

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

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2013,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2014,  
FOR THE CITY OF DARIEN, ILLINOIS**

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

**THIS 2<sup>ND</sup> DAY OF DECEMBER, 2013**

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

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2013,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2014,  
FOR THE CITY OF DARIEN, ILLINOIS**



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

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

**WHEREAS**, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2013, and ending on April 30, 2014, and which has been duly published.

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

**SECTION 1:** A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2013, and ending on the Thirtieth day of April, 2014.

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u>			
For Salaries/Wages	659,270	659,270	0
For Dept. Expenses	367,975	367,975	0
<u>For Police Department:</u>			
For Salaries/Wages	6,035,968	5,602,855	433,113
For Dept. Expenses	1,381,901	1,381,901	0
<u>For Community Development Department:</u>			
For Salaries/Wages	388,402	388,402	0
For Dept. Expenses	138,509	138,509	0
<u>For Public Works Department:</u>			
For Salaries/Wages	933,272	933,272	0
Other Dept. Expenses	937,936	937,936	0
<b>Total Amount Levied for General Corporate Purposes</b>			<b><u>433,113</u></b>
Police Pension Fund.....		1,196,027 =	1,196,027
2006G.O. Bond Issue- Water System .....		104,125 =	104,125
2012G.O. Refunding Bond- Water System....		192,631 =	192,631
2007 B G.O. Bonds		497,000 =	497,000
2008 G.O. Bond- Capital Projects		202,256 =	202,256

**Total Amount Levied for Special Corporate Purposes & Debt**  
**TOTAL TAX LEVY FOR ALL FUNDS**

**2,115,584**  
**\$2,618,152**

**SECTION 2:** The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

**SECTION 3:** If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION 4:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number \_\_\_\_\_ of the City of Darien, Illinois.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2nd day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 2nd day of December, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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CITY ATTORNEY

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

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

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF  
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2013,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2014,  
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE  
KNOWN AS TARA HILL**

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

**THIS 2<sup>ND</sup> DAY OF DECEMBER, 2013**

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

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF  
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2013,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2014,  
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE**

**KNOWN AS TARA HILL**

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

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

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

**SECTION 1 - Findings:** The City of Darien Special Service Area Number One was created by Ordinance No. 0-35-90 entitled “An Ordinance Establishing City of Darien Special Service Area Number One - Tara Hill”, adopted June 18, 1990, and effective as of September 18, 1990. No petition was filed opposing the creation of the special service area, pursuant to Section 9 of Public Act 78-901. Special Service Area Number One consists of the territory described in [Exhibit A](#), attached hereto and made a part hereof. The City of Darien is authorized to levy taxes for special services in Special Service Area Number One.

**SECTION 2:** The total amount of appropriations for all the purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of \$5,000.

**SECTION 3:** The following sums shall be levied upon the taxable property, as defined in the Revenue Act of 1939, in the City of Darien Special Service Area Number One; said tax to be levied for the fiscal year beginning May 1, 2013, and ending April 30, 2014.

**Contractual Services**

Professional Services .....	\$5,000
TOTAL LEVY.....	\$5,000

**SECTION 4:** This tax is levied pursuant to Article VII, Sections 6A and 6L, of the Constitution of the State of Illinois, and pursuant to Public Act 78-901 and pursuant to Ordinance No. 0-35-90 Establishing City of Darien Special Service Area Number One.

**SECTION 5:** The \$5,000 tax levy is certified to the County Clerk of DuPage County, Illinois.

The City of Darien determines this \$5,000 tax levy to be the total amount required to be raised by taxation for the current fiscal year of the City for Special Service Area Number One. The City Clerk is hereby ordered and directed to file with the County Clerk of DuPage County, Illinois, on or before the time required by law, a certified copy of this ordinance.

**SECTION 6:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 7:** This ordinance shall become effective from and after its passage, approval and publication in the manner prescribed by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 2<sup>nd</sup> day of December, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY