
PUBLIC HEARING — TAX LEVY — 7:00 P.M.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

December 5, 2011

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — November 21, 2011
6. Receiving of Communications
7. Mayor's Report
 - A. Consideration of a Motion to Approve Appointment of Members to the Holiday Home Decorating Committee
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — 11-12-14
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business

15. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for Our Lady of Peace
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an Agreement for Engineering Services Between the City of Darien and Christopher B. Burke, LTD. in an Amount not to Exceed \$26,772.00 (2012 Street Maintenance)
 - C. 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, 2011, and Ending on the Thirtieth Day of April, 2012, for the City of Darien, Illinois
 - D. 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, 2011, and Ending on the Thirtieth Day of April, 2012, for the City of Darien Special Service Area Number One Known as Tara Hill
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

**NOTICE OF PROPOSED PROPERTY
TAX LEVY
FOR THE CITY OF DARIEN**

A public hearing to approve a proposed corporate, special purpose, and Special Service Area #1 property tax levy for the City of Darien for 2011 will be held on Monday, December 5, 2011, at 7:00 P.M., in the Council Chambers of the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Bryon D. Vana, City Administrator, City of Darien, 1702 Plainfield Road, Darien, Illinois 60561, or call (630) 353-8114.

JOANNE E. RAGONA
CITY CLERK
Published Liberty Suburban Newspapers
November 25, 2011

A WORK SESSION WAS CALLED TO ORDER AT 7:08 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 21, 2011 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:29 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

NOVEMBER 21, 2011

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**

Daisy Troop No. 1472 led the Council and audience in the Pledge of Allegiance.

Mayor Weaver presented each Daisy with a City of Darien pin.

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

Present:	Halil Avci	John F. Poteraske
	Tina M. Beilke	Ted V. Schauer
	Joseph A. Marchese	Joerg Seifert
	Sylvia McIvor	

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Judith N. Kolman, City Attorney
Bryon D. Vana, City Administrator
Scott Coren, Assistant 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. **APPROVAL OF MINUTES** – November 7, 2011

It was moved by Alderman Poteraske and seconded by Alderman Seifert to approve the minutes of the City Council Meeting of November 7, 2011, as presented.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

There were none.

7. **MAYOR'S REPORT**

A. CHAMBER OF COMMERCE UPDATE

Clare Bongiovanni reported the following information:

- The Darien Chamber Excellence Awards event was held on Tuesday, November 8, 2011. Congratulations to the Darien Chamber Excellence Award recipients:

Business Excellence Awards: Michael Overmann Ltd. and Slowikowski

Member of the Year: State Bank of Countryside

- The Darien Chamber is presenting a trip to Amalfi Coast Italy from October 30 through November 7, 2012. Trip includes hotel, meals, day trips and airfare from Chicago for \$2499 per person. The trip is open to the general public. For more information, contact the Chamber.
- The Darien Historical Society will host the Annual Tree Lighting Ceremony at Old Lace Schoolhouse and Museum on December 4, 2011 at 4:00 P.M.
- The Darien Chamber Holiday Party will be held at Carriage Greens Country Club on December 13, 2011 from 5:30 P.M. to 7:30 P.M.

Mayor Weaver added that the Chamber of Commerce Holiday Expo was a huge success and thanked the participants and attendees.

Clare Bongiovanni introduced Harry Spataro from Harry's Sweat Shop.

Mr. Spataro...

...thanked Ms. Bongiovanni for her efforts in filling the vacant units at Chestnut Court Mall.

...reported that J. Vincent's Beauty Salon will be reopening by the end of the month.

...announced Santa will be arriving by fire truck at Oakridge Hobbies and Toys on December 3. He will also be greeting guests on December 4 and every Saturday through the season.

...advised there will be free gift wrapping on Saturdays and Sundays for mall purchases through the season.

...advised mall lights will be coming on the end of this week.

Mr. Spataro introduced Chris Robb from Oakridge Hobbies & Toys.

Chris Robb...

...advised that Oakridge Hobbies & Toys have been in the retail business for 20 years.

...invited all to visit the store to see the very unique display of stuffed animals, and the large selection of quality toys and hobbies.

...reiterated that Santa will be arriving by Fire Truck on December 3, 2011 at 11:00 A.M. and will remain until 4:00 P.M.; he will return on December 4, 2011 from 12:00 to 4:00 P.M.

...advised Oakridge Hobbies & Toys is a Toys for Tots donation center.

...urged all to support local businesses and to visit Oakridge Hobbies & Toys on Facebook.

Mayor Weaver added that Oakridge Hobbies & Toys was not just for children and urged all to visit the store.

Ms. Bongiovanni wished all a very Happy Thanksgiving.

Mayor Weaver announced that Alderman Beilke agreed to be the liaison for the Citizen of the Year Committee, and expressed gratitude to her for taking on the task.

8. **CITY CLERK'S REPORT**

City Clerk Ragona announced that City offices would be closed on Thursday, November 24 and Friday, November 25 in observance of the Thanksgiving Day holiday.

9. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana welcomed Police Chief Brown who started last week.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown gave a presentation of his vision and goals for the Darien Police Department. He reviewed the steps that will be taken in order to refine and enhance the department to serve effectively, efficiently with honesty, transparency and integrity. He noted that goals may change as he gets more involved, but there will be no sweeping changes.

Chief Brown stated that Deputy Chief Skala has decided to retire.

Assistant Administrator Coren reminded residents that this is the last week for the free leaf pickup.

Director Gombac...

...announced that double ground mulch is available by calling City Hall.

...advised that the last street sweeping has been conducted.

...asked for resident assistance by keeping storm sewers clear of leaves to avoid flooding.

Administrator Vana advised that refuse and recycling pickup will be delayed by one day on Thursday, November 24, and Friday, November 25 due to the Thanksgiving holiday.

Assistant Administrator Coren noted that until the yard waste landfills are closed, leaves will continue to be picked up with a refuse sticker.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 11-12-13

It was moved by Alderman Schauer and seconded by Alderman Poteraske to approve payment of Warrant Number 11-12-13 in the amount of \$379,521.09 from the General Fund; \$194,920.76 from the Water Fund; \$629.76 from the Motor Fuel Tax Fund; \$18,212.60 from the Capital Improvement Fund; \$211,616.82 from the General Fund Payroll for the period ending 11/03/11; \$21,506.05 from the Water Fund Payroll for the period ending 11/03/11; for a total to be approved of \$826,407.08.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. TREASURER’S MONTHLY REPORT – OCTOBER, 2011

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

General Fund: Revenue \$7,951,153; Expenditures \$5,944,562; Current Balance \$3,468,001;

Water Fund: Revenue \$2,320,222; Expenditures \$1,866,645; Current Balance \$1,804,258;

Motor Fuel Tax Fund: Revenue \$382,277; Expenditures \$407,949; Current Balance \$55,318;

Water Depreciation Fund: Revenue \$814; Expenditures \$22,724; Current Balance \$112,593;

Capital Improvement Fund: Revenue \$3,200,257; Expenditures \$1,881,133; Current Balance \$1,433,818;

Capital Projects Debt Service Fund: Revenue \$105,518; Expenditures \$52,375; Current Balance of \$55,345.

12. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese announced the minutes of the October 24, 2011 Municipal Services Committee have been approved and will be forwarded to the Clerk’s Office for posting. He advised the next meeting is scheduled to take place on Tuesday, December 27, 2011 at 6:30 P.M.

Police Committee — Chairman McIvor advised the next Police Committee Meeting is scheduled to take place on December 1, 2011 at 6:00 P.M. in the Council Chambers.

Administrative/Finance Committee — Chairman Poteraske advised the next Administrative/Finance Committee Meeting is scheduled to take place on December 12, 2011 at 6:30 p.m.

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

There were none.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

Mayor Weaver announced that during the Work Session New Business Items A and B were moved to the Consent Agenda as Items E and F; New Business Items C and D will be re-lettered as A and B.

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

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

- | | |
|----------------------------------|---|
| A. RESOLUTION NO. R-89-11 | A RESOLUTION TO APPROVE SUPPORTING THE DUPAGE SENIOR CITIZEN'S COUNCIL BY PROVIDING FUNDING FOR MEALS ON WHEELS, HOME MAINTENANCE AND WELL BEING CHECKUPS FOR DARIEN RESIDENTS IN THE BUDGETED AMOUNT OF \$22,000.00 |
| B. RESOLUTION NO. R-90-11 | A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CABLE FRANCHISE AGREEMENT WITH COMCAST TO PROVIDE CABLE TELEVISION SERVICES IN DARIEN |
| C. RESOLUTION NO. R-91-11 | A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO OBTAIN BIDS AND SECURE FUNDING FOR VIDEO PRODUCTION EQUIPMENT |

TO OPERATE THE CITY OF DARIEN'S PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNEL

- D. ORDINANCE NO. O-25-11** **AN ORDINANCE GRANTING A MINOR AMENDMENT TO AN APPROVED PLANNED UNIT DEVELOPMENT (CROSSROADS OF DARIEN PUD, 8350 LEMONT ROAD, BUILDING G)**

- E. ORDINANCE NO. O-26-11** **AN ORDINANCE APPROVING A SPECIAL USE TO THE DARIEN ZONING ORDINANCE (PZC 2011-10: 1450 PLAINFIELD ROAD, MIDWEST FOOT AND ANKLE CENTER)**

- F. RESOLUTION NO. R-92-11** **A RESOLUTION ACCEPTING A PROPOSAL FROM UGX INCORPORATED TO PROVIDE SNOW PLOWING AND DEICING SERVICES FOR THE PARKING LOT AND WALKWAYS AT THE DARIEN HERITAGE CENTER AND THE SIDEWALK PLOWING AND DEICING SERVICES AT THE MUNICIPAL COMPLEX AT THE PROPOSED SCHEDULE OF PRICES THROUGH APRIL 30, 2012**

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

 Nays: None

 Absent: None

Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

16. NEW BUSINESS

- A. **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND THE CITY OF DARIEN (5-1-2010 TO 4-30-2014)**

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

RESOLUTION NO. R- 93-11 A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE AND THE CITY OF DARIEN (5-1-2010 TO 4-30-2014)

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

 Nays: None

 Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

- B. **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CONVEYANCING DOCUMENTS WITH CHASE BANK (FORMER SHELL GAS STATION/75TH AND CASS)**

It was moved by Alderman Marchese and seconded by Alderman Avci to approve:

ORDINANCE NO. O-27-2011 AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CONVEYANCING DOCUMENTS WITH CHASE BANK (FORMER SHELL GAS STATION/75TH AND CASS)

Alderman Beilke expressed a desire to see the property marketed for a better use that would generate sales tax. She was concerned that selling one parcel may adversely affect the development of the remaining parcels.

Alderman Seifert felt that not enough was done to market the property; he expressed concern with the future impact of ingress and egress. He would like to see a valuation of the parcels, and stated that he could not support the sale without more information.

Aldermen Marchese, Avci, McIvor and Poteraske spoke in support of the sale.

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

Results: Ayes 5, Nays 2, Absent 0

MOTION DULY CARRIED

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

Alderman Marchese announced the Darien Lions Club, in conjunction with the Darien Park District, would be conducting their annual food basket program; a donation of \$60 would provide enough food to feed a family for two weeks. It is anticipated between 200-215 families would be served. The baskets will be packed at Darien Park District Community Center on Fairview on December 16; food baskets will be delivered on December 17. Volunteers are welcome.

Alderman Poteraske invited all to attend the Darien Historical Society Annual Tree Lighting on December 4 at 4:00 P.M.

Alderman Avci asked if any progress had been made regarding a bus stop in Darien for Pace 755. Assistant Administrator Coren responded that two sites were explored but there was no interest on the part of the property owners. The city will continue working with Pace.

Administrator Vana advised that marketing of the remaining City-owned Cass Avenue properties was discussed at the Goal Setting Session.

18. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:40 P.M.

Mayor

City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-21-11.
Minutes of 11-21-11 CCM

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 5, 2011

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

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

General Fund		\$449,390.63
Water Fund		\$250,568.75
Motor Fuel Tax Fund		\$3,352.34
Water Depreciation Fund		
Darien Dispatch Center		
Capital Improvement Fund		\$225,475.34
D.A.R.E Fund		
Debt Service Fund		\$52,000.00
	Subtotal:	<u>\$ 980,787.06</u>
General Fund Payroll	11/17/11	\$ 231,722.32
Water Fund Payroll	11/17/11	\$ 20,059.88
	Subtotal:	<u>\$ 251,782.20</u>
Total to be Approved by City Council:		<u>\$ 1,232,569.26</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	2,799.44	4267
GRAINGER	SOUND LEVEL METER	Maintenance - Building	107.55	4223
OFFICE DEPOT	SUPPLIES	Supplies - Office	68.42	4253
OFFICE DEPOT	TONER CARTRIDGE	Supplies - Office	56.27	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	214.51	4253
R & R PRINT-N-SERVE, INC.	BUSINESS CARDS - MICHAEL J. COREN	Printing and Forms	42.00	4235
SAGE SOFTWARE, INC.	ANNUAL SOFTWARE MAINTENANCE	Maintenance - Equipment	3,971.00	4225
TRUGREEN	ICE MELT FOR PD & CITY HALL	Maintenance - Building	750.00	4223
UNIVERSITY MEDICINE CARDIOLOGY	HEALTH FAIR: FLU SHOTS & PANEL C TEST	Liability Insurance	470.00	4219
		Total Administration	8,479.19	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DUPAGE SENIOR CITIZENS COUNCIL	MEALS ON WHEELS, HOME MAINTENANCE & WELL BEING CHECKUPS	Consulting/Professional	22,000.00	4325
FRANK VEDRAL	PILOT II COUPONS RETURNED FOR REFUND	Consulting/Professional	22.50	4325
ILLINOIS STATE POLICE	WILLIAM B. CLAUSEN	Boards and Commissions	39.25	4205
ILLINOIS STATE POLICE	JOHN J. STEFFEN	Boards and Commissions	39.25	4205
MUNICIPAL CLERKS OF DUPAGE CO.	DECEMBER 14, 2011 CLERKS MEETING - JO ANNE E. RAGONA	Travel/Meetings	28.00	4265
Total City Council			22,129.00	

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	2126 GREEN VALLEY SPOT SURVEY	Const/Prof Reimbursable	100.00	4328
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING PLAN - SW CORNER LEMONT & 83RD	Const/Prof Reimbursable	711.75	4328
UNIVERSITY MEDICINE CARDIOLOGY	HEALTH FAIR: FLU SHOTS & PANEL C BLOOD TEST	Liability Insurance	130.00	4219
		Total Community Development	941.75	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/22/2011 Through 12/5/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AWP CUSTOM UNIFORMS	UNIFORMS	Uniforms	275.00	4269
C & M PIPE & SUPPLY	6-IN SURELOK/SOCK,CATCH BASIN & PARTS 69TH REAR YARD DRAINAG	Drainage Projects	373.00	4374
COM ED	STREET LIGHTS - ACCT 0267129108	Street Light Oper & Maint.	82.46	4359
CONCRETE CLINIC	ORANGE TAPE & LATH	Supplies - Other	94.14	4257
DECKER SUPPLY CO.	MAILBOX POSTS	Supplies - Other	791.20	4257
EXELON ENERGY INC.	STREET LIGHTS - SW CORNER 75TH - PLAINFIELD	Street Light Oper & Maint.	1,034.76	4359
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM AT PUBLIC WORKS	Maintenance - Building	78.00	4223
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 8 LOCATIONS	Street Light Oper & Maint.	649.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 3 LOCATIONS	Street Light Oper & Maint.	327.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 4 LOCATIONS	Street Light Oper & Maint.	347.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 3 LOCATIONS	Street Light Oper & Maint.	201.00	4359
GRAINGER	POST SLEEVES FOR CONCRETE PYLONS AT PUBLIC WORKS SHOP	Maintenance - Building	141.84	4223
KIEFT BROS., INC.	24-IN INLET & GRATE FOR 710 69TH STREET REAR YARD PROJECT	Drainage Projects	392.00	4374
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	256.74	4257
LAWSON PRODUCTS INCORPORATED	SPLITWIRE LOOM	Supplies - Other	49.42	4257
MID-TOWN PETROLEUM, INC.	5W30 OIL & ATF	Maintenance - Equipment	1,257.80	4225
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	257.81	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Vehicles	1.22	4229

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	150.43	4257
PERFORMANCE PIPELINING	TELEVISIONING REAR YARD PIPELINES AT DORCHESTER & SOMMERSET	Rent - Equipment	7,000.00	4243
RED WING SHOES	UNIFORMS	Uniforms	154.80	4269
UNIVERSITY MEDICINE CARDIOLOGY	HEALTH FAIR: FLU SHOTS & PANEL C BLOOD TEST	Liability Insurance	120.00	4219
			14,034.62	
			Total Public Works, Streets	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/22/2011 Through 12/5/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AWARD EMBLEM COMPANY	PLAQUES - 2 FOR ROLF & 1 FOR JORENE PIERZGA	Uniforms	(396.59)	4269
AWARD EMBLEM COMPANY	3 PLAQUES - \$7.10 DISCOUNT APPLIED TO PAYMENT	Uniforms	389.49	4269
BROWNELLS, INC.	RANGE SUPPLIES	Investigation and Equipment	40.67	4217
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	799.85	4267
COMCAST	CABLE BOXES - ACCOUNT NO. 8771 20 121 0160978	Telephone	2.10	4267
CREATIVE PRODUCT SOURCING, INC	CLASSROOM SUPPLIES	Public Relations	103.68	4239
DARIEN EYE SPECIALISTS	VISION SCREEN - ED RENTKA	Liability Insurance	83.40	4219
DIEBOLD, INC.	REPAIR OFF TWO BOND SAFES	Maintenance - Building	828.88	4223
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD ROAD	Utilities (Elec,Gas,Wtr,Sewer)	83.17	4271
ENVIRONMENTAL SAFETY GROUP	UNIFORM ALLOWANCE - L. POTERASKE	Uniforms	190.66	4269
GEM BUSINESS FORMS, INC.	PARKING TICKETS	Printing and Forms	1,855.20	4235
GREGORY J. CHEAURE'	UNIFORM ALLOWANCE	Uniforms	37.70	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - CHEAURE	Uniforms	9.75	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - JUMP	Uniforms	112.50	4269
KATS EYE CARE	VISION SCREEN - DAVID STOCK	Liability Insurance	52.00	4219
KATS EYE CARE	VISION SCREEN - BOZEK	Liability Insurance	52.00	4219
NORTHEAST MULTIREGIONAL TRNG	CLOSE QUARTER HANDGUN SKILLS - BRIAN BISCHOFF	Training and Education	300.00	4263
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - FALCO	Uniforms	20.85	4269

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/22/2011 Through 12/5/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - ZIMNY	Uniforms	185.75	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - KEOUGH	Uniforms	197.90	4269
RAY O'HERRON CO. INC OF OBT	DEPARTMENT OWNED GLOCK	Uniforms	494.00	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - RUMICK	Uniforms	101.85	4269
RAY O'HERRON CO. INC.	2 BALLISTIC SHIELDS	Equipment	3,280.00	4815
SAM'S CLUB	SUPPLIES	Travel/Meetings	57.68	4265
SAM'S CLUB	SUPPLIES	Travel/Meetings	44.91	4265
SUPERIOR TRANSMISSION	TRANSMISSION REPAIR FOR SQUAD D21	Maintenance - Vehicles	1,820.00	4229
TRUGREEN	ICE MELT FOR PD & CITY HALL	Maintenance - Building	750.00	4223
ULTRA STROBE COMMUNICATIONS	REMOVE OLD & INSTALL NEW RADAR UNIT	Equipment	1,211.50	4815
ULTRA STROBE COMMUNICATIONS	FEDERAL SIGNAL IMPAXX LIGHT BLUE/RED	Equipment	160.00	4815
ULTRA STROBE COMMUNICATIONS	2 FEDERAL SIGNAL IMPAXX LIGHT RED/BLUE/WHITE	Equipment	190.00	4815
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	117.03	4223
UNIVERSITY MEDICINE CARDIOLOGY	HEALTH FAIR: FLU SHOTS & PANEL C BLOOD TEST	Liability Insurance	820.00	4219
WEST SUBURBAN DETECTIVES ASSN	2012 MEMBERSHIP DUES- REED,FOSTER,BOZEK, FOYLE-PRICE, NORTON	Dues and Subscriptions	75.00	4213
WITMER PUBLIC SAFETY GROUP INC	MULTI POSITION WEDGE-IT DOOR CHOCK	Equipment	133.00	4815

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Police Department	14,203.93	

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	REFUSE REMOVAL - 7515 S. CASS, UNIT D	Maintenance - Equipment	102.14	4225
BANK OF NEW YORK	BOND PAYMENT DARIEN07A	Contingency	389,500.00	4330
		Total Business District	389,602.14	
		Total General Fund	449,390.63	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/22/2011 Through 12/5/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATES - 7619 NANTUCKET & FRONTAGE & OLDFIELD	Leak Detection	545.50	4326
AWP CUSTOM UNIFORMS	UNIFORMS	Uniforms	105.00	4269
BANK OF NEW YORK	BOND PAYMENT DARIEN06	Debt Retire-Water Refunding	236,336.88	4950
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	399.93	4267
CORRPRO WATER WORKS	CATHODIC PROTECTION SERVICE ON WATER TANKS	Maintenance - Water System	3,605.00	4231
EXELON ENERGY INC.	2101 W.75TH STREET	Utilities (Elec,Gas,Wtr,Sewer)	48.01	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY	Utilities (Elec,Gas,Wtr,Sewer)	28.34	4271
EXELON ENERGY INC.	87TH & RIDGE ROAD	Utilities (Elec,Gas,Wtr,Sewer)	236.43	4271
EXELON ENERGY INC.	18W736 MANNING	Utilities (Elec,Gas,Wtr,Sewer)	67.00	4271
EXELON ENERGY INC.	9S720 LEMONT ROAD	Utilities (Elec,Gas,Wtr,Sewer)	90.18	4271
EXELON ENERGY INC.	1220 PLAINFIELD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	1,758.03	4271
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM AT PUBLIC WORKS	Maintenance - Building	78.00	4223
HD SUPPLY WATERWORKS	WATER MAIN DESCALER	Maintenance - Water System	185.70	4231
HD SUPPLY WATERWORKS	4-INCH REPAIR CLAMP	Maintenance - Water System	144.92	4231
HD SUPPLY WATERWORKS	SAW BLADES	Maintenance - Water System	121.99	4231
HD SUPPLY WATERWORKS	6-INCH REPAIR CLAMP	Maintenance - Water System	191.40	4231
HD SUPPLY WATERWORKS	3/4 INCH COPER & 3/4 INCH FITTINGS	Maintenance - Water System	332.78	4231
ILLINI POWER PRODUCTS	NEW RADIATOR & PARTS FOR PLANT 2 GENERATOR	Maintenance - Water System	4,184.23	4231
LORD & MURPHY, INC.	WORK ON HANDHELD METER EXPERT FILE	Maintenance - Water System	500.00	4231
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	77.68	4271

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec, Gas, Wtr, Sewer)	257.82	4271
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	Utilities (Elec, Gas, Wtr, Sewer)	273.86	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	26.26	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	347.03	4231
RED WING SHOES	UNIFORMS	Uniforms	414.78	4269
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	177.00	4241
UNIVERSITY MEDICINE CARDIOLOGY	HEALTH FAIR: FLU SHOTS & PANEL C BLOOD TEST	Liability Insurance	35.00	4219
			250,568.75	
			Total Public Works, Water	
			250,568.75	
			Total Water Fund	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 11/22/2011 Through 12/5/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
JAMES D. FIALA PAVING COMPANY	HOT PATCH - POT HOLE PATCHING	Road Material	48.48	4245
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR POTHOLE PATCHING	Road Material	51.36	4245
MARK-IT CORPORATION	PAVEMENT MARKINGS - CLARENDON HILLS & ELM; 69TH & WILMETTE	Pavement Striping	3,252.50	4261
		Total MFT Expenses	3,352.34	
		Total Motor Fuel Tax	3,352.34	

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 11/22/2011 Through 12/5/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	SOD & SPREAD DIRT FOR HIGH ROAD PROJECT	Ditch Projects	29,656.00	4376
BANK OF NEW YORK	BOND PAYMENT BNYLOANS/DARGO08	Debt Retire - Property	163,284.38	4945
BEARY LANDSCAPING	SOD & SPREAD DIRT FOR HIGH ROAD PROJECT	Ditch Projects	26,451.00	4376
D. RYAN TREE & LANDSCAPE	TREE REMOVAL ON HIGH ROAD	Ditch Projects	3,873.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FOR HIGH ROAD PROJECT	Ditch Projects	1,620.00	4376
VULCAN CONSTRUCTION MATERIALS	CA6 STONE FOR HIGH ROAD PROJECT	Ditch Projects	590.96	4376
			225,475.34	
		Total Capital Fund Expenditures		
			225,475.34	
		Total Capital Improvement Fund		

CITY OF DARIEN
Expenditure Journal
Debt Service Fund
Debt Service Fund Expenditures
From 11/22/2011 Through 12/5/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BANK OF NEW YORK	DEBT SERVICE BOND PAYMENT DARIEN07B	Debt Service - Series 2007B	52,000.00	4951
		Total Debt Service Fund Expenditures	52,000.00	
		Total Debt Service Fund	52,000.00	
Report Total			980,787.06	

AGENDA MEMO
CITY COUNCIL
MEETING DATE: DECEMBER 5, 2011

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for Our Lady of Peace.

BACKUP

Background/History

Our Lady of Peace has applied to hold a raffle and has requested the City waive the raffle license bond fee. The requested raffle is to be held on Sunday, April 1, 2012. The City regularly waives the bond requirement for qualified non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Our Lady of Peace raffle be waived.

Alternate Consideration

Not approve waiver of bond requirement.

Decision Mode

This item will be placed on the December 5, 2011 Council Agenda for formal consideration.

Bill White
1425 Willard Place
Downers Grove, IL 60516

Nov. 28, 2011

City Clerk of Darien – Joanne Ragona
1702 Plainfield Road
Darien, Illinois 60561

Dear Ms. Coleman,

My name is Bill White and I a parish board member of Our Lady of Peace Church located at 709 Plainfield Rd. in Darien.

I am enclosing an application for a Class ^A~~B~~ raffle license which we would like to hold during the 2011/2012 year. **I am also requesting that the bond requirement be waived.** The "scope" of the raffle is detailed below.

- Each ticket will cost \$100, with partial tickets being sold for \$20 (five participants on one ticket). There will be a total payout of \$18,400.
- First place prize is \$7500, second place \$2500, Third through fifth is \$1000, sixth through fifteenth is \$500, with a \$250 incentive going to the Seller of the winning ticket, and \$150 incentive going to the Seller of the second place ticket.
- A maximum of 350 tickets will be sold.
- The drawings will be held on Sunday, April 1, 2012.
- The Pastor of the Church, Rev. Walter Dziordz, will pull the winning ticket.

If you have further questions, please call me at 847-387-2760.

Sincerely,



Bill White

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

JR

NAME OF ORGANIZATION: Our Lady of Peace Church

ADDRESS: 709 Plainfield Rd., Darien, IL, 60561

TELEPHONE NUMBER: 630-323-4333 FAX NUMBER: _____

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Raffle chances will be sold by Parish Council members as well as church organizational members to it's church members as well as friends, family, and neighbors in the Darien and surrounding communities.

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
No specific time of day between date of license issuance and

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES: drawing.
The drawing will be Sunday, April 1, 2012 @ 1:00 p.m.

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Our Lady of Peace Church
709 Plainfield Rd., Darien

I, Fr. Walter Dziordz, M.I.C., being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

X Rev. Walter Dziordz
Presiding Officer

ATTEST:
X Mellie Moore
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO

City Council

December 5, 2011

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2012 Street Maintenance Program in an amount not to exceed \$26,772.00.

RESOLUTION

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2012 Street Maintenance Program. The following roads have been slated for the 2012 Street Maintenance Program:

PROPOSED 2012 ROAD PROGRAM						
	STREET	LIMIT	ROAD LENGTH	WIDTH	RATING	LAST REHAB
1	High Road	67 th Street to Plainfield Road	2950	18	65	1998
2	Poplar Lane*	Janet Avenue to Elm Street	840	19	53	1999
3	High Road	Plainfield Road to Janet Avenue	440	20	66	1998
4	Bentley Avenue*	71 st Street to 72 nd Street	480	20	66	1998
5	Arrow Lane	Portsmouth Drive to limit	600	29	65	1992
6	Comstock Lane	Walnut Drive to Nantucket Drive	900	28	65	1995
7	Hayenga Lane	Walnut Drive to Andermann Lane	980	28	66	1994
8	Andermann Lane	Hayenga Lane to Nantucket Drive	660	28	68	1994
9	Baker Court	Andermann Lane to limit	640	34	68	1996
10	Del Court	79 th Street to limit	400	38	65	1996
11	Clare Court	Darien Club Drive to limit	360	33	67	1996
12	Bantry Court	Darien Club Drive to limit	660	25	65	1996
13	Clover Court	Darien Club Drive to limit	350	28	65	1995
14	Irish Court	Darien Club Drive to limit	350	30	67	1995
15	Allison Lane	Cass Avenue to limit	335	37	66	1989
16	Exner Court	Exner Road to limit	160	50	67	1994
17	Cramer Lane	Brewer Road to Drover Lane	480	25	64	1998
18	Alden Lane	Brewer Road to Burgess Lane	760	30	69	1998
19	Burgess Lane	Drover Lane to limit	390	25	65	1998
20	Water Tower Lane	Pearson Drive to Sandalwood Drive	340	25	68	1996
21	Sandalwood Drive	Beller Drive to Water Tower Lane	600	25	66	1987
22	Donegal Drive	Meyers Wood Park to Donegal Court	1254	30	62	1995
23	Stewart Drive	Bailey Road to limit	1400	25	63	1996

24	Barrymore Drive	Bailey Road to Capra Trail	1500	25	69	1996
25	Pine Court	Greenbriar Lane to limit	600	29	65	1998
26	Maple Lane	Richmond Avenue to Clarendon Hills Road	2840	26	61	1997
27	Maple Lane CDS #1	Maple Lane to limit	180	80	67	1997
28	Maple Lane CDS #2	Maple Lane to limit	180	80	68	1997
29	Tamarack Drive	Richmond Avenue to Beechnut Lane	2200	26	64	1999
30	Robert Road	Oldfield Road to Donegal Drive	820	27	69	1995
31	Shannon Court	Robert Road to limit	325	40	70	1995
32	Sleepy Hollow Lane	Adams Street to Cass Avenue	1100	27	69	2000
		LN FEET	25,974			
		MILES	4.9			
	Options					
1	Public Works Parking Lot**	1041 S. Frontage Road	300	200		
2	Darien Pathway**	Cass Avenue to limit	800	23		
3	Capra Trail**	Barrymore Drive to limit	550	20		
4	Eagles Nest Subdivision**	All roads within subdivision	1000	25		
5	Mark DeLay School South Parking Lot and Kelly Circle**	Wilmette Avenue to limit	190 575	80 21		

* Pending Ditch project approval

** Private roadways/parking lots to be reimbursed

Attached please find an additional [2012 Road Program](#) (By Rating) for informational purposes.

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 - \$2,208.00

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 fund for the project.

Total Engineering Cost for Task 2 - \$12,960.00

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 - \$1,440.00

Task 4 - CBBEL will advertise for bidding, distribute plans and specifications to 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 - \$4,164.00

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 material 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.

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

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

Cost for Task 1-	\$ 2,208.00
Cost for Task 2-	\$12,960.00
Cost for Task 3-	\$ 1,440.00
Cost for Task 4-	\$ 4,164.00
Cost for Task 5-	<u>\$ 6,000.00</u>
Total cost	\$26,772.00

Funding for Engineering Services would be expended from the following line item of the FY11 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11 BUDGET	YEAR TO DATE TO BE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	CONSULTING PROFESSIONAL-ENG BID SPECS	\$ 30,000.00	\$ 3,514.00	\$ 26,772.00	\$(286.00)

Committee Recommendation

The Municipal Services Committee has reviewed this item prior to the proposed budget meetings. The agreement allows the City Engineer to begin specifications early in the season with the intentions of the best pricing. This item will be placed under new business on the December 5, 2011 agenda with a recommendation to be forwarded by the Committee Chairman to the City Council.

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 2011
Bid Due Date	January 2012
Committee Agenda Contract Review/Approval	January/February 2012
Council Agenda Contract Review/Approval	February/March 2012
Execute Contract	March 2012
Start Layout	April 2012
Start Construction	Mid-May 2012
Completion	July 2012

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 5, 2011 City Council agenda for formal approval.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR
ENGINEERING SERVICES
BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
IN AN AMOUNT NOT TO EXCEED \$26,772.00
(2012 STREET MAINTENANCE)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a certain Agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to 2012 Street Maintenance Program in an amount not to exceed \$26,772.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of December, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

- **APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,**
this 5th day of December, 2011.

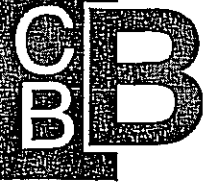
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

October 14, 2011

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2012 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2012 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2012 Road Program will consist of resurfacing for the following streets:

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

Bantry Ct	660
Clover Ct	350
Irish Ct	350
Allison Ln	335
Exner Ct	160
Cramer Ln	480
Alden Ln	760
Burgess Pl	390
Water Tower Ln	340
Sandalwood Dr	600
Donegal Dr	1254
Stewart Dr	1400
Barrymore Dr	1500
Pine Ct	600
Maple Ln	2840
Tamarack Drive	2200
Maple Lane (CDS #1)	180
Maple Lane (CDS #2)	180
Robert Road	820
Shannon Ct	325
Sleepy Hollow Lane	1100
LN FEET	26,074
MILES	4.94
Public Works Parking Lot	300 x 200
Darien Pathway Private Developer	800 x 23
Capri Trail – Baily Park	550 x 20
Mark Delay School Parking Lot	190 x 80, 575 x 21

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

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

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 25,514 feet (4.83 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 IV \$138/hr x 16 hrs = \$2,208

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 IV \$138/hr x 20 hrs = \$ 2,760
Engineer I/II \$102/hr x 100 hrs = \$10,200
Total \$12,960

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

Engineer IV \$138/hr x 2 meetings x 3 hrs = \$ 828
Engineer I/II \$102/hr x 2 meetings x 3 hrs = \$ 612
Total \$1,440

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 IV \$138/hr x 4 hrs = \$ 552
Engineer I/II \$ 102/hr x 6 hrs = \$ 612
Direct Costs = \$3,000
Total \$4,164

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	\$ 2,208
Task 2	Preparation of Bid Booklet	\$12,960
Task 3	Coordination Meetings	\$ 1,440
Task 4	Bidding Assistance	\$ 4,164
Task 5	Sampling Analysis – Quality Assurance/Quality Control	<u>\$ 6,000</u>
	NOT TO EXCEED	\$26,772

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, F.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, 2009

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009

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

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

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

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

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

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

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

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county 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.

2012 PROPOSED ROAD PROGRAM (By Rating)

	STREET	LIMIT	ROAD LENGTH	WIDTH	RATING	LAST REHAB
1	Poplar Lane	Janet Avenue to Elm Street	840	19	53	1999
2	Maple Lane	Richmond Avenue to Clarendon Hills Road	2840	26	61	1997
3	Donegal Drive	Meyers Wood Park to Donegal Court	1254	30	62	1995
4	Stewart Drive	Bailey Road to limit	1400	25	63	1996
5	Cramer Lane	Brewer Road to Drover Lane	480	25	64	1998
6	Tamarack Drive	Richmond Avenue to Beechnut Lane	2200	26	64	1999
7	High Road	67 th Street to Plainfield Road	2950	18	65	1998
8	Arrow Lane	Portsmouth Drive to limit	600	29	65	1992
9	Comstock Lane	Walnut Drive to Nantucket Drive	900	28	65	1995
10	Del Court	79 th Street to limit	400	38	65	1996
11	Bantry Court	Darien Club Drive to limit	660	25	65	1996
12	Clover Court	Darien Club Drive to limit	350	28	65	1995
13	Burgess Lane	Drover Lane to limit	390	25	65	1998
14	Pine Court	Greenbriar Lane to limit	600	29	65	1998
15	High Road	Plainfield Road to Janet Avenue	440	20	66	1998
16	Bentley Avenue	71 st Street to 72 nd Street	480	20	66	1998
17	Hayenga Lane	Walnut Drive to Andermann Lane	980	28	66	1994
18	Allison Lane	Cass Avenue to limit	335	37	66	1989
19	Sandalwood Drive	Beller Drive to Water Tower Lane	600	25	66	1987
20	Clare Court	Darien Club Drive to limit	360	33	67	1996
21	Irish Court	Darien Club Drive to limit	350	30	67	1995
22	Exner Court	Exner Road to limit	160	50	67	1994
23	Maple Lane CDS #1	Maple Lane to limit	180	80	67	1997
24	Andermann Lane	Hayenga Lane to Nantucket Drive	660	28	68	1994
25	Baker Court	Andermann Lane to limit	640	34	68	1996
26	Water Tower Lane	Pearson Drive to Sandalwood Drive	340	25	68	1996
27	Maple Lane CDS #2	Maple Lane to limit	180	80	68	1997
28	Alden Lane	Brewer Road to Burgess Lane	760	30	69	1998
29	Barrymore Drive	Bailey Road to Capra Trail	1500	25	69	1996
30	Robert Road	Oldfield Road to Donegal Drive	820	27	69	1995
31	Sleepy Hollow Lane	Adams Street to Cass Avenue	1100	27	69	2000
32	Shannon Court	Robert Road to limit	325	40	70	1995
		LN FEET	25,974			
		MILES	4.9			
	Options					
1	Public Works Parking Lot	1041 S. Frontage Road	300	200		
2	Darien Pathway	Cass Avenue to limit	800	23		
3	Capra Trail	Barrymore Drive to limit	550	20		
4	Mark DeLay School South Parking Lot and Kelly Circle	Wilmette Avenue to limit	190	80		
	575		21			

AGENDA MEMO
City Council
Meeting Date: December 5, 2011

Issue Statement

Approval of AN **ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES** FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2011, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012, FOR THE CITY OF DARIEN, ILLINOIS

Approval of an AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2011, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012, IN AND FOR THE CITY OF DARIEN **SPECIAL SERVICE AREA NUMBER ONE KNOWN AS 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. 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. That non-bond rate for 2011 was \$.1695.

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. If the council chose to request a higher levy amount

The attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,617,850 which represents a 0% increase over this year’s extension of \$1,617,850. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however residents will pay the same 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 2011 levy amount to pay for the principal and interest on these bonds totals \$1,002,103. Lastly, any abatement will be presented in conjunction with budget review.

Staff/Committee Recommendation

The City Council recommended approval of the levy determination and ordinances which:

- Set the City's 2011 general property tax levy and special corporate tax levy (police pension fund) at \$1,617,850
- Set the City's 2011 Special Service Area I property tax levy at \$5,000

Alternate Consideration

Levy different amounts.

Decision Mode

This final ordinance will be on the December 5, 2011, City Council agenda for formal consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2011,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012,
FOR THE CITY OF DARIEN, ILLINOIS**

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

THIS 5th DAY OF DECEMBER, 2011

-

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage County,
Illinois, this _____ day of December, 2011.**

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2011,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012,**

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, 2011, and ending on April 30, 2012, 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, 2011, and ending on the Thirtieth day of April, 2012.

<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	578,100	578,100	0
For Dept. Expenses	355,925	355,925	0
<u>For Police Department:</u>			
For Salaries/Wages	6,201,089	5,665,828	535,261
For Dept. Expenses	1,347,302	1,347,302	0
<u>For Community Development Department:</u>			
For Salaries/Wages	363,150	363,150	0
For Dept. Expenses	136,745	136,745	0
<u>For Public Works Department:</u>			
For Salaries/Wages	913,555	913,555	0
Other Dept. Expenses	688,452	688,452	0
Total Amount Levied for General Corporate Purposes			<u>535,261</u>
Police Pension Fund.....		1,082,589 =	1,082,589
2006G.O. Bond Issue- Water System		305,908 =	305,908

2007 B.G.O. Bonds	494,000 =	494,000
2008 G.O. Bond- Capital Projects	202,194 =	202,194
Total Amount Levied for Special Corporate Purposes & Debt		<u>2,084,691</u>
TOTAL TAX LEVY FOR ALL FUNDS		\$2,619,952

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 BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 5th day of December, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this
5th day of December, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2011,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012,
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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

THIS 5th DAY OF DECEMBER, 2011

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this _____ day of
December, 2011.**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2011,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2012,
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, 2011, and ending April 30, 2012.

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 5th day of December, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of December, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ORDINANCE NO.

LEGAL DESCRIPTION

PARCEL 10A: THE SOUTH 1027.81 FEET OF THE EAST 666.25 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10B: THAT PART OF LOT 9 IN ANDRUS' HIGHLANDS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1957 AS DOCUMENT 839231, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 02 MINUTES 42 SECONDS WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, AS MONUMENTED AND OCCUPIED, 215.00

FEET; THENCE NORTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, 66.96 FEET TO A POINT ON A CURVE, BEING THE EASTERLY LINE OF SAID LOT, ALSO BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SAID LOT, BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED, BEING A CURVE CONCAVE SOUTH EAST, HAVING A RADIUS OF 374.43 FEET, A DISTANCE OF 228.67 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING

PARCEL 10C: THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 666.25 FEET AND ALSO EXCLUDING THAT PORTION LYING NORTH OF CENTER LINE OF CHICAGO AND PLAINFIELD ROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 IN DUPAGE COUNTY, ILLINOIS

PARCEL 10D: THE EAST 666.25 FEET (EXCEPT THE EAST 16 FEET THEREOF LYING NORTH OF THE CENTER LINE OF OLDFIELD ROAD) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5 (EXCEPT THE SOUTH 1027.81 FEET THEREOF) IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10E: THAT PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF TRACT TWO IN DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1 OF PART OF THE EAST 1/2 OF SAID NORTH EAST 1/4, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464508, WHICH POINT IS NORTHEASTERLY OF THE SOUTH CORNER OF SAID TRACT TWO A DISTANCE OF 655.11 FEET MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO, FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF TRACT TWO A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT TWO A DISTANCE OF 23.12 FEET; THENCE WEST TO A POINT IN THE WEST LINE OF THE EAST 16 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, AFORESAID (ALSO KNOWN AS THE EAST 16 FEET OF LOT 7 OF THE PARTITION PLAT OF JESSIE E. OLDFIELD ESTATE) THAT IS 624.43 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 16 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE EAST ALONG THE NORTH LINE OF SECTION 5 TO THE NORTH EAST CORNER OF TRACT TWO, AFORESAID; AND THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

EXHIBIT "A"

ORDINANCE NO. _____

PARCEL 10F: THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY BEGINNING AT A POINT IN THE WEST LINE OF SAID TRACT 3, 655.11 FEET NORTHEASTERLY FROM THE SOUTH WEST CORNER OF SAID TRACT 3 (SAID SOUTH WEST CORNER BEING IN THE CENTER LINE OF OLDFIELD ROAD);

THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 3, 50.0 FEET TO A POINT IN THE EAST LINE OF THE WEST 50 FEET OF SAID TRACT 3; THENCE NORTHEASTERLY ON SAID EAST LINE OF SAID WEST 50.0 FEET OF SAID TRACT 3, 691.56 FEET TO THE NORTH LINE OF SAID TRACT 3; THENCE WESTERLY ON SAID NORTH LINE 52.77 FEET TO THE NORTH WEST CORNER OF SAID TRACT 3; THENCE SOUTHWESTERLY ON SAID WEST LINE 674.69 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10G: EASEMENT FOR THE BENEFIT OF PARCELS 10D, 10E AND 10F FOR INGRESS AND EGRESS AS CREATED BY TRUSTEE'S DEED MADE BY SOUTH HOLLAND TRUST AND SAVINGS BANK OF SOUTH HOLLAND, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1970 AND KNOWN AS TRUST NUMBER 1417, TO STANLEY MALIK AND MYRTLE MALIK, HIS WIFE, DATED OCTOBER 20, 1975 AND RECORDED NOVEMBER 25, 1975 AS DOCUMENT R75-65898 OVER THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID TRACT 3 AND RUNNING THENCE NORTHEASTERLY ON THE WEST LINE OF SAID TRACT 3, 655.11 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 50.0 FEET TO THE EAST LINE OF SAID WEST 50.0 FEET; THENCE SOUTH ON SAID EAST LINE, 667.98 FEET TO THE CENTER LINE OF PLAINFIELD ROAD (SOUTH LINE OF TRACT 3); THENCE NORTHWESTERLY ON SAID CENTER LINE 51.63 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Said property is also described as Gallagher & Henry's Tara Hill Units One and Two, being subdivisions of part of the Northeast Quarter of Section 5, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plats thereof recorded May 15, 1990 as Documents R90-58421 and R90-58422, in DuPage County, Illinois.

The approximate street location of said area is generally as follows: North of I-55, east of Lemont Road, north and south of Oldfield Road and west of Andrus Road and Ruth Drive.

10-05-200-018	10-05-202-014
10-05-200-014	10-05-202-015
10-05-200-020	10-05-202-020
10-05-200-010	10-05-202-021
10-05-200-011	10-05-203-023