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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

August 4, 2014

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [July 21, 2014](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — [14-15-06](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)

15. Old Business
  - A. Consideration of a Motion to [Authorize an Increase in the Purchase Price Credit from \\$125,000 to an Amount not to Exceed \\$200,000 to Account for Extraordinary Costs Relating to Substandard Soil Conditions at the Darien Pointe Project](#)
  
16. Consent Agenda
  - A. Consideration of a Motion to Approve [an Ordinance Approving a Variation to the Darien Zoning Ordinance \(PZC 2014-05: 1910 McAdam Road\)](#)
  - B. Consideration of a Motion to Approve [an Ordinance Granting a Minor Amendment to an Approved Planned Unit Development \(Brookhaven Plaza PUD: Workout Anytime\)](#)
  - C. Consideration of a Motion to Approve [a Resolution Approving Public Improvements Subject to Maintenance \(Wal-Mart Expansion, 2189 75<sup>th</sup> Street, Darien Towne Centre Resubdivision\)](#)
  - D. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$50,000.00 for the Surveying, Engineering and Water Modeling Study of the Open Ditch and Storm Water Conveyance System for Sawmill Creek-East and West leg
  - E. Consideration of a Motion to Approve [an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply](#) by the Installation or Use of Potable Water Supply Wells or by any Other Method within a Certain Area in the City of Darien, Illinois (Amending Title 6C, “Water Division:, by Repealing Chapter 5 and Adding New Chapter 5, “Regulation of Potable Water Supply Wells in a Designated Area of the city of Darien, Illinois”), Thereeto
  
17. New Business
  
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
  
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:01 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JULY 21, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:03 P.M.

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

It was moved by Alderman Belczak and seconded by Alderman Kenny to go into Executive Session for the purpose of discussion of Collective Bargaining, Section 2(C)(2) of the Open Meetings Act at 7:04 P.M.

Roll Call:       Ayes:       Beilke, Belczak, Kenny, Marchese, Seifert  
                      Nays:       None  
                      Absent:     McIvor (arrived at 7:06 P.M.), Schauer

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

It was moved by Alderman Marchese and seconded by Alderman Seifert to adjourn Executive Session.

Roll Call:       Ayes:       Beilke, Belczak, Kenny, Marchese, McIvor, Seifert  
                      Nays:       None  
                      Absent:     Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Executive Session adjourned at 7:35 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JULY 21, 2014**

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:37 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: Ted V. Schauer

Also in Attendance: Kathleen Moesle Weaver, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
Bryon D. Vana, City Administrator  
Scott Coren, Assistant City Administrator  
John B. Murphey, City Attorney  
Daniel Gombac, Director of Municipal Service  
Ernest Brown, Police Chief  
Gregory Cheaure, Police Sergeant

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

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

There were none.

6. **APPROVAL OF MINUTES** - July 7, 2014 City Council Meeting

It was moved by Alderman McIvor and seconded by Alderman Marchese to approve the minutes of the City Council Meeting of July 21, 2014 as amended to correct the authorized amount on New Business Item C from \$163,066.00 to \$163,055.00.

Roll Call:       Ayes:       Beilke, Belczak, Kenny, Marchese, McIvor  
                  Abstain:     Seifert  
                  Nays:       None  
                  Absent:     Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Mayor Weaver...

...received a letter from Shirley Miller in opposition to the proposed clock tower electronic chimes.

...received a thank you card from Woodridge Mayor Gina Cunningham for the City's participation in the July 4 fireworks display.

...thanked the Pine Parkway Homeowners Association for the invitation to attend their meeting.

...received a thank you from Gerald Leganski on Sawyer, for the Darien Police Department attending the neighborhood block party with the Darien K9. As requested, Mayor Weaver announced that the Sawyer Garage Sale is scheduled for August 8 and 9.

Alderman Beilke...

...received communication from Greg Pardus on Alabama and Chestnut, who complained that the city did not address his drainage issue. Mayor Weaver noted that the city has spent over \$1.5 million on drainage and that Alabama is scheduled for the 2015 ditch program.

...received further communication from Kris Sant regarding the parking problems on 71<sup>st</sup> Street during Farmer's Market and Movies in the Park.

Alderman Marchese received several calls regarding drainage issues, which seem to be attributable to this year's excessive rainfall. He noted that the side and year yard drainage issues on Sawmill Creek will be investigated.

Alderman Kenny received very positive comments from Davenport Architects on the smooth processes and ease of doing business in Darien.

Assistant Administrator Coren advised that the majority of the 201 responses received regarding the parade route survey were positive. Alderman Seifert added that a petition is being circulated to make the new parade route permanent. Mayor Weaver commented that she has also received many positive comments.

Alderman Seifert received many complaints regarding 75<sup>th</sup> Street construction. Director Gombac provided a status update on the project. He noted that DuPage County anticipates completion by the mid-November.

8. **MAYOR'S REPORT**

**A. PROCLAMATION – “MIRANDA LOWERY & DINA TANTILLO DAY”  
(JULY 21, 2014)**

Mayor Weaver read into the record a Proclamation declaring July 21, 2014 as Miranda Lowery and Dina Tantillo Day in the City of Darien.

Dina Tantillo presented her project entitled “The Giving Tree” and Miranda Lowery presented her project entitled “Holding Back the Rain.” Mayor Weaver congratulated the young women on their projects.

**B. DUPAGE SENIOR CITIZENS COUNCIL – MARYLIN KROLAK**

Marylin Krolak, Executive Director of the DuPage Senior Citizens Council, provided a history of the formation of the Council, reviewed the services and programs available to seniors, and presented request for funding. A brief discussion ensued; Council questions were answered by Ms. Krolak. Mayor Weaver noted that the request will be placed on the Goal Setting Session Agenda for review.

**C. DARIEN CHAMBER UPDATE**

Clare Bongiovanni provided an update as follows:

- 2014-2015 Shop Local/Shop Darien Cards are now on sale at City Hall for \$5.
- The Darien Chamber celebrated new ownership of the Sears Outlet with a ribbon cutting on July 18, 2014.
- The next PM Networking event will be held at Q Bar & Grill on August 13, 2014 at 5:00 P.M.
- The 27<sup>th</sup> Annual DarienFest will be held September 5 – 7, 2014 at Darien Community Park.
- The Darien Chamber is seeking contestants for Darien Idol and Battle of the Bands.
- Registration is open for the 2<sup>nd</sup> Annual Pet Parade, which will be held at DarienFest on September 7, 2014.
- The Darien Farmer’s Market is held on Wednesdays from 3:00 to 7:00 P.M. followed by Concert in the Park. The Chamber sells beverages at the concerts; Chuck’s Southern Comforts Café sells delicious food.

- “Dancing with the Chamber Starz” will be held on November 14, 2014 at Ashton Place. Confirmed celebrity dancers include Mayor Weaver, Darien Chamber Chairman Tom Papais, President of the Wild Orchid Salon, Gail Sablick, and Owner of Chuck’s Southern Comforts Café, Chuck Pine.
- The Darien Chamber will be celebrating new member MFC Sports Performance with a ribbon cutting on August 12, 2014.
- Chestnut Court will be celebrating Summer Bash Weekend July 25 through July 27, 2014.

Clare Bongiovanni introduced Adam Kumuda of MFC Sports Performance. Mr. Kumuda provided information on the various programs available to safely and effectively train athletes ages 8 and over. Mr. Kumuda invited all to attend the ribbon cutting on August 12, 2014 and tour the new facility which is located north of Plainfield on Lemont Road (next to the Perfect Swing.)

Clare Bongiovanni introduced Kim Gilmore of the Wild Orchid Salon who provided detailed information on the Chestnut Court Summer Bash Weekend.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown reported...

...the new parade route saved the city approximately \$3,000.

...has received complaints regarding parking on 71<sup>st</sup> Street on Wednesdays for the Farmer’s Market. He reviewed the no parking signs and made recommendations to suspend specific parking regulations on Wednesdays. A lengthy discussion took place. It was noted that parking on Rogers and the parking lot on Plainfield are not being utilized due to walking distance. City staff and Clare Bongiovanni will explore options with the Park District to improve the event and parking.

Alderman Beilke announced she will be hosting a Ward 2 Town Hall Meeting at the Indian Prairie Library on July 22, 2014 from 7:00 to 8:30 P.M. and will ask resident their opinion of the Wednesday parking situation.

Chief Brown reviewed his Monthly Report covering the period June 2 – 29, 2014.

In response to Alderman McIvor, Director Gombac provided a brief report on the Woodridge redevelopment of the tree farm.

In response to Alderman McIvor, Director Gombac advised that the Woodridge Police Department has addressed the early morning refuse pick-up at the Ace Hardware and Dunkin' Donuts.

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 14-15-05**

It was moved by Alderman Seifert and seconded by Alderman Beilke to approve payment of Warrant Number 14-15-05 in the amount of \$736,969.97 from the enumerated funds; and \$278,697.36 from payroll funds for the period ending 07/10/14; for a total to be approved of \$1,015,667.33.

Alderman Beilke questioned the negative interest income in the General Fund on Page 3. Treasurer Coren indicated that the negative interest resulted from the general fund cash balance being negative at the end of May, and was due to a fee charged for this period.

Roll Call:	Ayes:	Beilke, Belczak, Kenny, Marchese, McIvor, Seifert
	Nays:	None
	Absent:	Schauer

Results: Ayes 6, Nays 0, Absent 1  
**MOTION DULY CARRIED**

**B. TREASURER'S REPORT – JUNE, 2014**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of June 2014:

<u>General Fund:</u>	Revenue \$2,855,596; Expenditures \$2,322,859; Current Balance \$2,114,700
<u>Water Fund:</u>	Revenue \$26,354; Expenditures \$638,563; Current Balance (\$71,775)
<u>Motor Fuel Tax Fund:</u>	Revenue \$200,779; Expenditures \$56,333; Current Balance \$296,900
<u>Water Depreciation Fund:</u>	Revenue \$640 Expenditures \$9,477; Current Balance \$655,358



Capital Improvement Fund: Revenue \$2,611,663; Expenditures \$694,350; Current Balance \$7,146,242  
Capital Projects Debt Service Fund: Revenue \$243,817; Expenditures \$36,750; Current Balance of (\$220,480)

13. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for July 28, 2014 at 6:30 P.M. in the Council Chambers.

**Police Committee** – Chairman McIvor announced the next meeting of the Police Committee is scheduled for August 18, 2014 at 6:00 P.M. in the Police Department Training Room.

**Administrative/Finance Committee** – Alderman Kenny announced that the next meeting of the Administrative/Finance Committee is scheduled for August 4, 2014 at 6:00 P.M. in the upstairs conference room.

**Police Pension Board** – Treasurer Coren announced the next meeting of the Police Pension Board is scheduled for July 30, 2014 at 7:00 P.M. in the Police Department Training Room.

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

Alderman Beilke requested Director Gombac review the drive-thru provisions in Consent Agenda Item E. Director Gombac reviewed the four potential drive-thru locations at Darien Pointe, and noted that currently two are proposed. He noted that the parking ratio is 4 spaces per 1,000 square feet.

15. **OLD BUSINESS**

There was no old business.

16. **CONSENT AGENDA**

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 McIvor to approve by Omnibus Vote the following items on the Consent Agenda:

- A. RESOLUTION NO. R-91-14      A RESOLUTION AUTHORIZING THE CITY OF DARIEN TO ENTER INTO A CONTRACT WITH MUNICIPAL WEB SERVICES TO REDESIGN THE DARIEN WEBSITE IN AN AMOUNT NOT TO EXCEED \$10,900.00
- B. RESOLUTION NO. R-92-14      A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A COPIER FROM RICOH IN AN AMOUNT NOT TO EXCEED \$2,531.70 (SERGEANTS)
- C. RESOLUTION NO. R-93-14      A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A COPIER FROM PROVEN IN AN AMOUNT NOT TO EXCEED \$5,634.39 (RECORDS)
- D. RESOLUTION NO. R-94-14      A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A COPIER FROM IMAGE SYSTEMS AND BUSINESS SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$1,911.86 (MUNICIPAL SERVICES)
- E. ORDINANCE NO. O-25-14      AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION, SPECIAL USES AND VARIATIONS TO THE DARIEN ZONING ORDINANCE (PZC 2014-04: DARIEN POINTE, 7517-7533 CASS AVENUE)

Roll Call:      Ayes:      Beilke, Belczak, Kenny, Marchese, McIvor, Seifert  
                      Nays:      None  
                      Absent:      Schauer

Results: Ayes 6, Nays 0, Absent 1  
**MOTION DULY CARRIED**

17. **NEW BUSINESS**

- A. CONSIDERATION OF A MOTION TO EXTEND THE DARIEN POINTE PURCHASE AND SALE AGREEMENT DUE DILIGENCE PERIOD TO SEPTEMBER 1, 2014, AND TO AUTHORIZE A PURCHASE PRICE CREDIT IN AN AMOUNT NOT TO EXCEED \$200,000 TO ACCOUNT FOR EXTRAORDINARY COSTS RELATING TO SUBSTANDARD SOIL CONDITIONS AS CONFIRMED BY THE CITY’S CONSULTANT.

It was moved by Alderman Marchese and seconded by Alderman Seifert to approve the motion as presented.

Mayor Weaver advised that it has been determined that the amount needed for the extraordinary costs will be less than the original \$200,000, and inquired if the Council would like to amend the motion to the lower amount. Alderman Kenny expressed opposition to the manner in which the extraordinary costs relating to substandard soil conditions went through. A lengthy discussion ensued.

**MOTION TO AMEND**

It was moved by Alderman Seifert and seconded by Alderman McIvor to amend the motion to authorize a purchase price credit in an amount not to exceed \$125,000 to account for extraordinary costs relating to substandard soil conditions.

There was a call for the question on the amendment.

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

Results: Ayes 5, Nays 1, Absent 1  
**AMENDING MOTION CARRIED**

There was a call for the question on the original motion. A MOTION TO EXTEND THE DARIEN POINTE PURCHASE AND SALE AGREEMENT DUE DILIGENCE PERIOD TO SEPTEMBER 1, 2014, AND TO AUTHORIZE A PURCHASE PRICE CREDIT IN AN AMOUNT NOT TO EXCEED \$125,000 TO ACCOUNT FOR THE EXTRAORDINARY COSTS RELATING TO SUBSTANDARD SOIL CONDITIONS AS CONFIRMED BY THE CITY'S CONSULTANT AS AMENDED.

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

Results: Ayes 5, Nays 1, Absent 1  
**MOTION DULY CARRIED**

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

Alderman Kenny noted that the bids received for the printers demonstrated that it was more cost effective to purchase the printers individually.

Alderman Beilke noted that THE firm chosen for the website redesign (Consent Agenda Item A) has a great deal of experience, and suggested that council review websites for Bloomfield Township and Flushing Township. Assistant Administrator Coren advised that draft design information will be forwarded to Council.

Alderman Beilke announced she is hosting a Ward 2 Town Hall Meeting at Indian Prairie Public Library on July 22, 2014 from 7:00 to 8:30 P.M. Administrator Vana reminded aldermen of the Open Meetings Act.

Dean Rodkin of the Darien Historical Society extended an invitation to the Council, Staff, and residents to visit Old Lace School & Museum on September 14, 2014 at 1:00 P.M. to get a clear picture of what DHS is all about.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 9:19 P.M.

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Mayor

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City Clerk

## CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
August 4, 2014

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		\$77,847.11
Water Fund		\$13,989.31
Motor Fuel Tax Fund		\$3,049.84
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		\$120,646.76
Special Service Area Tax Fund		
Drug Seizures Fund		
	<i>Subtotal:</i>	<u>\$ 215,533.02</u>
General Fund Payroll	07/24/14	\$ 230,261.53
Water Fund Payroll	07/24/14	\$ 22,073.48
	<i>Subtotal:</i>	<u>\$ 252,335.01</u>
<i>Total to be Approved by City Council:</i>		<u>\$ 467,868.03</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 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
AIS	MAY, 2014 COMPUTER SUPPORT & WIRELESS PROJECT	4325	Consulting/Professional	1,721.25
AIS	MAY, 2014 COMPUTER SUPPORT & WIRELESS PROJECT	4325	Consulting/Professional	1,402.50
CALL ONE, INC.	TELEPHONE & DATA LINES	4267	Telephone	3,475.03
COMCAST CABLE	INTERNET AT 1041 S. FRONTAGE ROAD	4325	Consulting/Professional	94.85
MAD BOMBER FIREWORKS	JULY 4, 2014 FIREWORKS CONTRIBUTION	4239	Public Relations	8,000.00
MUNICIPAL WEB SERVICES	JUNE 2014 WEBSITE MAINTENANCE	4325	Consulting/Professional	487.00
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	48.09
SIKICH PROFESSIONAL SERVICES	FYE14 AUDIT	4320	Audit	9,950.00
WAREHOUSE DIRECT	TONER AND SUPPLIES	4253	Supplies - Office	<u>651.18</u>
			Total Administration	25,829.90

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
SAM'S CLUB	JULY 4 CANDY - REIMBURSABLE	4239	Public Relations	405.70
			Total City Council	405.70

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 7/22/2014 Through 8/4/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
LIZ LAHEY	SECRETARIAL SERVICES - APRIL 2 THRU JULY 22, 2014	4205	Boards and Commissions	570.00
SHIVE-HATTERY, INC.	REVISED PLANS - DARIEN POINTE	4328	Const/Prof Reimbursable	3,526.00
			Total Community Development	4,096.00



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ALL-STAR MAINTENANCE	70TH/MAPLE REAR YARD PROJECT	4374	Drainage Projects	2,836.75
CASE LOTS, INC.	JANITORIAL SUPPLIES	4223	Maintenance - Building	192.50
CHICAGO METROPOLITAN FIRE PREV	FIRE RADIO & MONITORING - 1702 PLAINFIELD	4223	Maintenance - Building	105.00
CHICAGO METROPOLITAN FIRE PREV	FIRE RADIO & MONITORING - 1710 PLAINFIELD	4223	Maintenance - Building	105.00
COM ED	1041 S. FRONTAGE - ACCT 0788310001	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
COM ED	STREET LIGHTS - ACCT 0788318007	4359	Street Light Oper & Maint.	564.74
CONSTELLATION NEW ENERGY, INC.	2101 W. 75TH STREET - ACCT 0269155053	4359	Street Light Oper & Maint.	51.74
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	4359	Street Light Oper & Maint.	7.55
FIRE & SECURITY SYSTEMS, INC.	FIRE RADIO LEASE & MONITORING	4223	Maintenance - Building	124.50
GRAINGER	CREDIT MEMO - RETURNED DRUM PUMP LEVER	4223	Maintenance - Building	(47.21)
GRAINGER	PRESSURER WASHER PARTS	4223	Maintenance - Building	3.69
GRAINGER	PRESSURER WASHER PARTS	4223	Maintenance - Building	113.74
HANSA KOTHARI	MAILBOX REIMBURSEMENT	4257	Supplies - Other	65.00
HOMER TREE CARE, INC.	ASH TREE REMOVAL	4350	Forestry	20,782.50
HOMER TREE CARE, INC.	TREE REMOVAL - JULY STORM & GAIL DITCH PROJECT	4375	Tree Trim/Removal	1,552.50
I.R.M.A.	MAY & JUNE 2014 INSURANCE DEDUCTIBLES	4219	Liability Insurance	3,873.61

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
KIEFT BROS., INC.	68TH STREET DITCH PROJECT & CLARENDON HILLS ROAD	4374	Drainage Projects	233.30
KIEFT BROS., INC.	WIRTH DRIVE STORM SEWER REPAIR	4374	Drainage Projects	65.10
LINDA MOKRY	MAILBOX REIMBURSEMENT	4257	Supplies - Other	65.00
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	4.06
NORWALK TANK	DRAINAGE INLETS	4257	Supplies - Other	57.28
NORWALK TANK	DRAINAGE INLETS	4374	Drainage Projects	576.56
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	4219	Liability Insurance	52.00
RAGS ELECTRIC	CITY HALL ELEVATOR REPAIR	4230	Maintenance - Laundromat ...	166.75
RAGS ELECTRIC	75TH STREET/HOME DEPOT STREET LIGHT REPAIR	4359	Street Light Oper & Maint.	624.49
RAGS ELECTRIC	PLAINFIELD & CASS STREET LIGHT REPAIR	4359	Street Light Oper & Maint.	1,972.24
RAGS ELECTRIC	STREET LIGHT MAINTENANCE - TWO LOCATIONS	4359	Street Light Oper & Maint.	511.78
RAGS ELECTRIC	STREET LIGHT MAINTENANCE - FIVE LOCATIONS	4359	Street Light Oper & Maint.	925.78
RAGS ELECTRIC	STREET LIGHT MAINTENANCE - 6900 CLOVER COURT	4359	Street Light Oper & Maint.	173.78
RAGS ELECTRIC	STREET LIGHT MAINTENANCE - THREE LOCATIONS	4359	Street Light Oper & Maint.	614.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
RED WING SHOES	UNIFORM ALLOWANCE - TOM MASEK	4269	Uniforms	172.80
RELADYNE, LLC	OIL, TRANS FLUID & ANTIFREEZE	4225	Maintenance - Equipment	2,215.85
RENDEL'S GMC, INC.	LATCHES (HOOD) FOR TRUCK #105 & ONE FOR STOCK	4229	Maintenance - Vehicles	16.30
RENDEL'S GMC, INC.	LATCHES (HOOD) FOR TRUCK #105 & ONE FOR STOCK	4229	Maintenance - Vehicles	16.30
RIC MAR INDUSTRIES, INC.	MECHANIC & SHOP SUPPLIES	4223	Maintenance - Building	249.80
RIC MAR INDUSTRIES, INC.	MECHANIC & SHOP SUPPLIES	4225	Maintenance - Equipment	472.34
ROBERT L. SANSFIELD	CHISEL	4359	Street Light Oper & Maint.	39.95
SCORPIO CONSTRUCTION GROUP	MISCELLANEOUS SALT DAMAGE - SOD REPLACEMENT	4257	Supplies - Other	3,991.10
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - 1710 PLAINFIELD	4223	Maintenance - Building	110.83
WASTE MANAGEMENT LARAWAY RDF	PROJECT ROAD CLEAN UP	4373	Street Sweeping	490.00
WEST SIDE EXCHANGE	MECHANIC TOOL	4359	Street Light Oper & Maint.	9.97
			Total Public Works, Streets	44,187.02

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CANON SOLUTIONS AMERICA, INC.	COPIER MAINTENANCE AGREEMENT	4225	Maintenance - Equipment	131.40
COMCAST CABLE	CABLE BOXES	4267	Telephone	8.45
I.R.M.A.	MAY & JUNE 2014 INSURANCE DEDUCTIBLES	4219	Liability Insurance	1,918.99
OHIO CALIBRATION LABS	STALKER RADAR REPAIR	4225	Maintenance - Equipment	182.00
OTTO ENGINEERING	UNIFORM ALLOWANCE - SIMEK	4269	Uniforms	78.05
PETTY CASH	SEE ATTACHMENT-PETTY CASH REIMBURSEMENT POLICE DEPT	4217	Investigation and Equipment	33.75
PETTY CASH	SEE ATTACHMENT-PETTY CASH REIMBURSEMENT POLICE DEPT	4253	Supplies - Office	58.82
PETTY CASH	SEE ATTACHMENT-PETTY CASH REIMBURSEMENT POLICE DEPT	4265	Travel/Meetings	60.51
PETTY CASH	SEE ATTACHMENT-PETTY CASH REIMBURSEMENT POLICE DEPT	4269	Uniforms	2.15
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - GUGLIELMO	4203	Auxiliary Police	15.95
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - SIMEK	4269	Uniforms	109.95

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - JUMP	4269	Uniforms	728.47
			Total Police Department	3,328.49
			Total General Fund	77,847.11

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CALL ONE, INC.	TELEPHONE & DATA LINES	4267	Telephone	613.24
CASE LOTS, INC.	JANITORIAL SUPPLIES	4223	Maintenance - Building	192.50
CENTRAL SOD FARMS	SOD FOR MAIN BREAK RESTORATIONS	4231	Maintenance - Water System	296.00
CENTRAL SOD FARMS	SOD FOR MAIN BREAK RESTORATIONS	4231	Maintenance - Water System	148.00
CENTRAL SOD FARMS	SOD FOR MAIN BREAK RESTORATIONS	4231	Maintenance - Water System	148.00
COM ED	1041 S. FRONTAGE - ACCT 0788310001	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE - ACCT 6149050015	4231	Maintenance - Water System	47.11
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 1389036061	4271	Utilities (Elec,Gas,Wtr,Sewer)	355.87
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	4271	Utilities (Elec,Gas,Wtr,Sewer)	69.01
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD - ACCT 0185101035	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,419.29
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT ROAD	4271	Utilities (Elec,Gas,Wtr,Sewer)	111.72
FedEx	OVERNIGHT SHIPPING IEPA	4233	Postage/Mailings	23.45
FIRE & SECURITY SYSTEMS, INC.	FIRE RADIO LEASE & MONITORING	4223	Maintenance - Building	124.50
GRAINGER	CREDIT MEMO - RETURNED DRUM PUMP LEVER	4223	Maintenance - Building	(47.20)
GRAINGER	PRESSURER WASHER PARTS	4223	Maintenance - Building	3.69
GRAINGER	PRESSURER WASHER PARTS	4223	Maintenance - Building	113.74
HD SUPPLY WATERWORKS	BRASS FITTINGS	4231	Maintenance - Water System	45.04
HD SUPPLY WATERWORKS	4-IN, 6-IN & 8-IN CAPS FOR COLONIAL MANOR	4231	Maintenance - Water System	660.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HD SUPPLY WATERWORKS	REPAIR CLAMPS, BRASS FITTINGS, PROBES & MARKING FLAGS	4231	Maintenance - Water System	429.24
MC CANN INDUSTRIES INC	REPAIR PARTS FOR WATER DOG	4225	Maintenance - Equipment	95.64
McMASTER-CARR SUPPLY CO.	FIRE HOSE	4231	Maintenance - Water System	206.92
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	4271	Utilities (Elec,Gas,Wtr,Sewer)	23.19
NICOR GAS	1930 MANNING ROAD - ACCT 05-00-21-1000 4	4271	Utilities (Elec,Gas,Wtr,Sewer)	40.95
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	4.05
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	26.32
SIKICH PROFESSIONAL SERVICES	FYE14 AUDIT	4320	Audit	3,450.00
UNDERGROUND PIPE & VALVE CO.	FIRE HYDRANT REPAIR PARTS	4231	Maintenance - Water System	497.00
WATER RESOURCES, INC.	5/8 X 3/4 IN WATER METERS (30)	4880	Water Meter Purchases	4,200.00
WATER RESOURCES, INC.	3/4-IN METERS & METER READER BATTERY PACKS	4880	Water Meter Purchases	664.00
			Total Public Works, Water	13,989.31
			Total Water Fund	13,989.31

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 7/22/2014 Through 8/4/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELMHURST CHICAGO STONE COMPANY	ROAD REPAIR	4257	Supplies - Other	254.08
QUARRY MATERIALS	ROAD REPAIRS	4245	Road Material	81.64
QUARRY MATERIALS	MISCELLANEOUS ROAD PATCHES	4245	Road Material	498.68
QUARRY MATERIALS	MISCELLANEOUS WATER REPAIRS	4245	Road Material	786.48
QUARRY MATERIALS	ROAD MATERIAL	4245	Road Material	532.48
QUARRY MATERIALS	MISCELLANEOUS ROAD REPAIRS	4245	Road Material	896.48
				3,049.84
			Total MFT Expenses	3,049.84
			Total Motor Fuel Tax	3,049.84



**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ADS	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	3,590.78
ADS	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	7,322.98
DAS ENTERPRISES, INC.	68TH STREET DITCH PROJECT GRADING	4376	Ditch Projects	(859.89)
DAS ENTERPRISES, INC.	68TH STREET PROJECT GRADING	4376	Ditch Projects	1,619.80
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT HAULING	4376	Ditch Projects	2,839.65
DAS ENTERPRISES, INC.	68TH STREET DITCH GRADING	4376	Ditch Projects	2,699.66
DAS ENTERPRISES, INC.	CAPITOL DRIVE DITCH PROJECT HAULING	4376	Ditch Projects	2,879.64
DAS ENTERPRISES, INC.	GAIL AVENUE DITCH PROJECT HAULING	4376	Ditch Projects	2,999.64
DAS ENTERPRISES, INC.	68TH STREET DITCH PROJECT HAULING	4376	Ditch Projects	3,659.55
DAS ENTERPRISES, INC.	68TH STREET DITCH PROJECT HAULING	4376	Ditch Projects	3,859.53
DAS ENTERPRISES, INC.	CAPITOL DRIVE DITCH PROJECT HAULING	4376	Ditch Projects	2,879.64
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECT HAULING	4376	Ditch Projects	1,899.76
DAS ENTERPRISES, INC.	IRIS ROAD DITCH PROJECCT HAULING	4376	Ditch Projects	1,819.77
DUPAGE TOPSOIL, INC.	TOPSOIL FOR GAIL AVENUE DITCH PROJECT	4376	Ditch Projects	2,135.00
DUPAGE TOPSOIL, INC.	GAIL/CAPITOL/ELM DITCH PROJECTS	4376	Ditch Projects	1,830.00
DUPAGE TOPSOIL, INC.	GAIL/CAPITOL/ELM DITCH PROJECTS	4376	Ditch Projects	3,660.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
E.F. HEIL LLC	68TH STREET & CAPITOL DRIVE DITCH PROJECTS	4376	Ditch Projects	800.00
E.F. HEIL LLC	68TH STREET & CAPITOL DRIVE DITCH PROJECTS	4376	Ditch Projects	1,360.00
HOMER TREE CARE, INC.	TREE REMOVAL - JULY STORM & GAIL DITCH PROJECT	4376	Ditch Projects	630.00
KIEFT BROS., INC.	68TH STREET DITCH PROJECT	4376	Ditch Projects	1,581.06
KIEFT BROS., INC.	68TH STREET DITCH PROJECT & CLARENDON HILLS ROAD	4376	Ditch Projects	515.67
KIEFT BROS., INC.	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	309.12
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,780.26
NORWALK TANK	IRIS DITCH PROJECT	4376	Ditch Projects	2,396.94
NORWALK TANK	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	692.00
SCORPIO CONSTRUCTION GROUP	68TH STREET DITCH PROJECT	4376	Ditch Projects	21,500.00
SCORPIO CONSTRUCTION GROUP	GAIL & CAPITOL DITCH PROJECTS	4376	Ditch Projects	17,218.20
SCORPIO CONSTRUCTION GROUP	GAIL & CAPITOL DITCH PROJECTS	4376	Ditch Projects	21,028.00
SCORPIO CONSTRUCTION GROUP	IRIS WATERMAIN ADJUSTMENT	4376	Ditch Projects	5,000.00
			Total Capital Fund Expenditures	120,646.76

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 7/22/2014 Through 8/4/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
			Total Capital Improvement Fund	120,646.76
Report Total				215,533.02

**PETTY CASH DISBURSEMENTS  
POLICE DEPARTMENT**

7/25/2014

Receipt #	Account #	Date	Description	Amount
1	01-40-4269	4/29/14	Photo of Sgt. Campo for Plaque	\$ 2.15
2	01-40-4253	5/1/14	Lamination of Maps & Markers-Sgt. Piccoli	\$ 34.35
3	01-40-4253	5/7/14	Command Hooks - Sgt. Greenaberg	\$ 5.40
4	01-40-4265	5/22/14	DuPage Chiefs Mtg. - Brown & Cooper	\$ 50.00
5	01-40-4253	5/27/14	Dish Soap for Downstairs Kitchen	\$ 2.13
5	01-40-4217	5/27/14	Batteries - Sgt. Greenaberg	\$ 23.75
6	01-40-4217	5/27/14	McDonald Gift Card - Prisoner Meals	\$ 5.00
7	01-40-4253	6/2/14	Evidence Room Key - Det. Foster	\$ 3.11
8	01-40-4253	6/30/14	Water for July 4th Parade	\$ 7.96
9	01-40-4253	7/7/14	Ice for Water for July 4th Parade	\$ 5.87
10	01-40-4265	7/10/14	Command Metg. Supplies	\$ 10.51
11	01-40-4217	7/21/14	McDonald Gift Card - Prisoner Meals	\$ 5.00

RECEIPTS      \$      155.23

Cash on Hand      \$      144.77


**Amount to Reimburse      \$      155.23**

TOTAL      \$      300.00

Account Totals:

Acct. #	Total
01-40-4217	\$ 33.75
01-40-4253	\$ 58.82
01-40-4265	\$ 60.51
01-40-4269	\$ 2.15
<b>TOTAL</b>	<b>\$ 155.23</b>

  
ERNEST BROWN, CHIEF OF POLICE

  
BRYON D. VANA, ADMINISTRATOR

**AGENDA MEMO**

**City Council**

**August 4, 2014**

**ISSUE STATEMENT**

Approval of a motion to authorize an increase in the purchase price credit from \$125,000 to an amount not to exceed \$200,000 to account for extraordinary costs relating to substandard soil conditions at the Darien Pointe project.

**BACKUP**

**BACKGROUND/HISTORY**

At the July 21, 2014, Council meeting the council approved a purchase price credit for the sale of the Darien Point property in an amount not to exceed \$125,000. This credit accounted for extraordinary costs relating to substandard soil conditions. In summary, the testing shows poor soil conditions as it pertains to its ability to support the new buildings. This can be overcome but it creates an additional cost.

The previous estimate to account for the soil condition expense was \$200,000. The project architect, Shive-Hattery reduced that estimate based on only one of the buildings needing additional work. However, after additional discussions between Shive-Hattery and the soil testing company Shive concluded that both building needed additional work. See attached memo from [Shive-Hattery](#). The \$200,000 includes:

North Building -	\$75,000
South Building -	\$75,000
Parking Lot -	\$12,000
<u>Contingency -</u>	<u>\$38,000</u>
TOTAL -	\$200,000

**STAFF RECOMMENDATION**

Staff considers this a reasonable request and recommends authorizing an increase in the purchase price credit from \$125,000 to an amount not to exceed \$200,000 to account for extraordinary costs relating to substandard soil conditions as confirmed by the City's consultants.

**ALTERNATE CONSIDERATION**

As directed by the council.

**DECISION MODE**

This item will be on the August 4, 2014, City Council agenda for formal approval.

## Maria Gonzalez

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**Subject:** FW: Darien Pointe Plaza - updated soil conditions report  
**Attachments:** 0805\_001.pdf

**From:** Wayne C. Marth [<mailto:WMARTH@shive-hattery.com>]  
**Sent:** Monday, July 21, 2014 2:53 PM  
**To:** Dan Gombac  
**Subject:** Darien Pointe Plaza, Darien, IL

Dan:

Per our telephone conversation, after review of the soils report, we have determined that only the south retail building will require grade beams on drilled reinforced concrete piers for foundations. The cost differential between conventional foundation walls on spread footings and grade beams on reinforced concrete drilled piers for this building is approximately \$75,000.00.

Thanks,

**Wayne C. Marth, A.I.A., NCARB**

VP, Director of Business Development  
Shive-Hattery, Inc.

3025 Highland Pkwy, Suite 140 | Downers Grove, IL 60515-5552

Direct: 630.271.7611 | Office: 630.271.7600 | fax: 630.241.4029 | cell: 630.730.8273

**SHIVE-HATTERY**  
ARCHITECTURE • ENGINEERING

July 24<sup>th</sup>, 2014

Mr. Dan Gombac  
Director of Municipal Services  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

RE: Darien Pointe Plaza (Heritage Plaza)  
North and South retail Buildings  
NEC of Cass Avenue and Plainfield Road  
Darien, Illinois

S-H Project #8131431

Dear Mr. Gombac:

My Structural Engineer, Deepak Gidwani, PE. SE., DG Structural Engineering, LLC., original opinion, after review of the soils report prepared by Soils and Material Consultants, Inc, Arlington Heights, Illinois, was to redesign the foundations for the South Retail Building for drilled concrete piers to bearing depth and continuous grade beam for support of bearing walls and column foundation pads. His recommendation for the North Retail Building was to keep the original design of foundation walls and spread footings as noted in the Soils Report recommendations. However the Soils report recommendations indicated that the spread footing foundation design would require over excavation to a maximum 12 feet below finished grade and lean concrete poured in excavation up to -4'-0" below finished upon which the designed footing would be based on maximum 3,000psf bearing pressure, would be constructed. This, of course, requires additional cost for excavation, soil removal from site and lean concrete. The cost of which cannot be determined until field testing of soils during the construction of the North Retail Building. It may result in the cost of spread footing in this manner of design being more than drilled concrete piers and grade beams as designed for the South Retail Building.

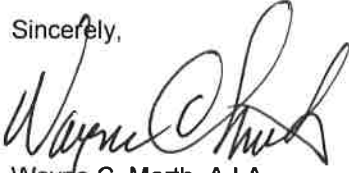
Hence, my recommendations for North Retail Building on 7-21-2014 must be modified as follows: the North Retail Building foundation should be designed with concrete drilled piers and continuous grade beam, similar to the South Retail Building revised foundations. The required budget allowance for this foundation design should be approximately \$75,000 over the cost of the original spread footing design. However, we recommend that the General Contractor for the Owner, before the excavation of the foundations for the drilled pier and grade beam is preformed, excavate inspection trenches along the proposed foundation line of the North Building to determine with the Soils Engineer and Structural Engineer of record that the existing water-table and moisture conditions are the same as in the original Soils Report Boring Logs. The water-table and moisture conditions vary seasonally and may not remain as reported in the Boring Logs of the current Soils Report. Upon inspection at that time, the contractor may determine if spread footing design as noted above is more economical than Drilled Piers and Grade Beam design prepared by Shive-Hattery for the Final Bid Documents. If this is the case, a Change Order Request indicating the savings for the alternate spread footing design would be prepared and sent to the Owner for Approval.

Project # 8131431



If this recommendation is accepted, Shive-Hattery, Inc. shall submit a proposal for the services to revise the current foundation design and issue revised Design Documents upon its approval.

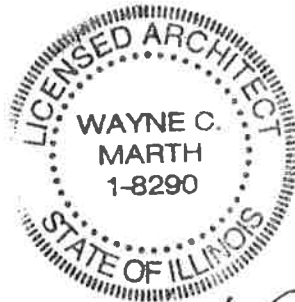
Sincerely,



Wayne C. Marth, A.I.A.  
VP, Project Architect  
Shive-Hattery, Inc.  
3025 Highland Parkway, Suite 140,  
Downers Grove, Illinois 60515

Cc: file  
Deepak Gidwani, DG Structural Engineering, LLC.

7/24/2014  
Date



Expires 11/30/2014  
  
Signature



**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: August 4, 2014**

**Issue Statement**

**PZC 2014-05:**                    **1910 McAdam Road:** Petitioner seeks approval of a variation to reduce the required interior side yard setback from 10 feet to 2 feet for a patio.

**ORDINANCE**    **BACKUP**

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter and both bodies recommend approval. The Commission held the required public hearing on July 16, 2014.**

The full discussion follows as “Additional Information.”

Ordinance included with memo.

**Decision Mode**

Planning and Zoning Commission:	July 16, 2014
Municipal Services Committee:	July 28, 2014
City Council:	August 4, 2014

**Additional Information**

**Issue Statement**

**PZC 2014-05:**                    **1910 McAdam Road:** Petitioner seeks approval of a variation to reduce the required interior side yard setback from 10 feet to 2 feet for a patio.

Applicable Regulations:        Zoning Ordinance: Section 5A-5-7-3: Permitted Obstructions in Required Yards.

**General Information**

Petitioner/ Property Owner:	Steve Tardi 1910 McAdam Road Darien, IL 60561
Property Location:	1910 McAdam Road
PIN:	09-21-301-007
Existing Zoning:	R-2 Single-Family Residence

Existing Land Use: Single-family home, detached

Comprehensive Plan Update: Low Density Residential

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence: single-family home, detached

East: R-2 Single-Family Residence: single-family home, detached

South: R-2 Single-Family Residence: single-family home, detached

West: R-2 Single-Family Residence: single-family home, detached

Size of Property: 9,514 square feet

Floodplain: None.

Natural Features: None.

Transportation: Property fronts onto McAdam Road.

History: None.

### **Documents Submitted**

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

1. Plat of Survey, 1 sheet, prepared by Landmark Engineering, LLC, dated March 30, 2014.

### **Planning Overview/Discussion**

The subject property is located on the north side of McAdam Road.

Currently, there is a patio within the side yard that does not meet the required 10-foot side yard setback. The petitioner proposes to replace the patio in the same location, extending the patio 14 feet from the side of the home. The home sits 16 feet from the side lot line.

The new patio will be in the same location as the current patio.

When a structure or patio in this case, is removed, the new structure is required to comply with the Zoning Ordinance. The patio door is on the side of the home. There are a handful of similar homes in Darien, replacing patios for these homes will also require City Council approval per the Zoning Ordinance.

The petitioner proposes to widen their driveway, not a setback issue.

### **Staff Findings/Recommendations**

Staff does not object to the petition. The proposed variation will not adversely alter the character of the property, it will not impair an adequate supply of light and air in adjacent properties, it will not adversely alter the essential character of the neighborhood.

Therefore, staff recommends the Commission make the following motion recommending approval of the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2014-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – July 16, 2014**

The Planning and Zoning Commission considered this matter at its meeting on July 16, 2014. The following members were present: Beverly Meyer – Chairperson, Ronald Kiefer, John Lind, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Louis Mallers

Michael Griffith, Senior Planner, reviewed the agenda memo, describing the requested variation. He noted the home is constructed with the patio on the side of the home. He noted that if the patio were to be located in the rear yard a variation would likely be required due to the setback based.

Steve Tardi, the petitioner, stated the home was constructed with the patio on the side.

Chairperson Meyer asked if the fence shown on the survey is existing and its height.

Mr. Tardi stated the fence is existing and is 3.5 feet tall.

No one from the public offered comments.

**Without further discussion, Commission Vonder Heide made the following motion seconded by Commissioner Kiefer:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2014-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.  
(Commissioner Mallers was absent.)**

### **Municipal Services Committee – July 28, 2014**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation to approve the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2014-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

### **Municipal Services Committee Review – July 28, 2014**

The Municipal Services Committee considered this matter at its meeting on July 28, 2014. The following members were present: Alderman Joerg Seifert – Acting Chairman, Alderman Tina Beilke, Dan Gombac – Director, Michael Griffith – Senior Planner.

Members absent: Alderman Joseph Marchese – Chairman, Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the agenda memo and noted the Commission's

recommendation. He stated the nature of the variation is due to the existing home, the location of the patio doors. He stated the Commission did not have a problem with the request, no one at the public hearing offered comments.

Alderman Seifert noted the patio is existing, they are replacing it with a slightly larger patio.

The petitioner was present.

There was not anyone from the public to offer comments.

**Without further discussion, Alderman Seifert made a motion to recommend approval, seconded by Alderman Beilke.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.**

**(Chairman Marchese was absent.)**

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

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

**AN ORDINANCE APPROVING A VARIATION  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2014-05: 1910 McAdam Road)**

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

**THIS 4<sup>th</sup> DAY OF AUGUST, 2014**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this\_day of August, 2014.**

**AN ORDINANCE APPROVING A VARIATION  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2014-05: 1910 McAdam Road)**

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

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform

any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to reduce the required interior side yard setback from 10 feet to 2 feet in order to construct a patio; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on July 16, 2014; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of July 16, 2014, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on July 28, 2014, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 1910 McAdam Road, Darien, Illinois, and legally described as follows:

LOT 7 IN GALLAGHER AND HENRY’S BROOKHAVEN MANOR UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1973 AS DOCUMENT R73-65528, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-21-301-007

**SECTION 2: Variation from Zoning Ordinance Granted.** A variation from the Zoning Ordinance, Section 5A-5-7-3: Permitted Obstructions in Required Yards, is hereby granted to reduce the required interior side yard setback from 10 feet to 2 feet for the construction of a patio.

**SECTION 3: Home Rule.** This ordinance and each of its terms shall be the effective legislative act

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of August, 2014.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of August, 2014.**

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

ATTEST:

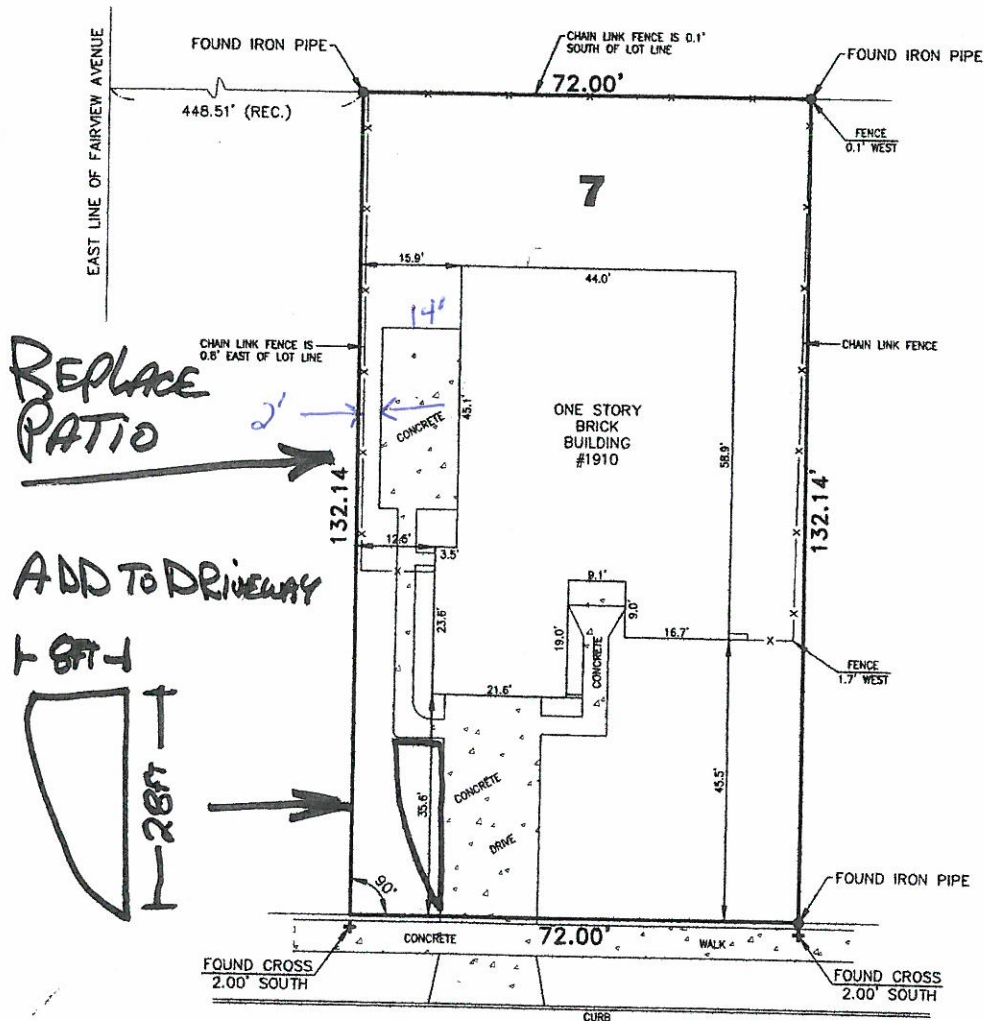
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

# PLAT OF SURVEY

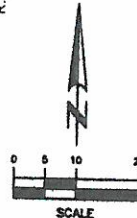
LOT 7 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT NO. 6, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1973 AS DOCUMENT R73-65528, IN DUPAGE COUNTY, ILLINOIS.



McADAM ROAD

66.00' R.O.W.

SUBJECT PROPERTY AREA  
9,514 SQ. FT. (more or less)



PREPARED FOR: STEVEN M. ROGERS, ATTORNEY AT LAW

**LANDMARK**

ENGINEERING LLC  
DESIGN FIRM REGISTRATION NO. 184-005677  
7808 W. 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1520  
Phone (708) 599-3737

FIELD WORK COMPLETED: 3/13/14  
THIS PROFESSIONAL SERVICE CONFORMS TO THE  
CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 3/20/14

SOME GROUND IMPROVEMENTS MAY NOT BE SHOWN DUE TO SNOW AND ICE COVER. NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE AND NO DIMENSIONS, LENGTHS OR WIDTHS SHOULD BE ASSUMED FROM SCALING. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

*Richard P. Urchell*

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO DEEDS, ABSTRACTS, TITLE POLICIES, SEARCHES OR COMMITMENTS, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

RICHARD P. URCELL I.P.L.S. No. 3183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2014  
SURVEY No. 14-03-019



**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: August 4, 2014**

**Issue Statement**

**Minor PUD Amendment:**

**Workout Anytime, Brookhaven Plaza, 7516 Cass Avenue:**  
Petitioner seeks approval of a minor PUD amendment to permit a 24-hour health club, fitness facility.

[ORDINANCE](#)   [BACKUP](#)

**Discussion/Overview**

**The Municipal Services Committee considered this item and recommends approval of the petition as presented.**

The full discussion follows as “Additional Information.”

Ordinance included with memo.

**Decision Mode**

Municipal Services Committee:  
City Council:

July 28, 2014  
August 4, 2014

**Additional Information**

**Issue Statement**

**Minor PUD Amendment:**

**Workout Anytime, Brookhaven Plaza, 7516 Cass Avenue:**  
Petitioner seeks approval of a minor PUD amendment to permit a 24-hour health club, fitness facility.

**General Information**

Petitioner:

Michael Mufarreh  
Workout Anytime  
105461 Carrington Circle  
Burr Ridge, IL 60527

Property Owner:

John Manos  
242 Bunting Lane  
Bloomington, IL 60108

Property Location:

Brookhaven Plaza, 7516 Cass Avenue

PIN:

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

Existing Zoning:

B-2 Community Shopping Center Business District

Existing Land Use: Retail shopping center

Comprehensive Plan Update: Commercial

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence District: school

South: B-1 Neighborhood Shopping District and R-3 Multi-Family Residence District: office building and funeral home

East: B-2 Community Shopping Business District: Chase Bank (under construction), retail shopping center

West: R-2 Single-Family Residence District: single-family homes

Size of Property: 8.88 acres (shopping center)

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage and access onto 75<sup>th</sup> Street, Cass Avenue and Plainfield Road.

History: In 1982, the City rezoned the Brookhaven Shopping Center to the B-2 zoning district and granted special use approval for a PUD. In 1988, the PUD was amended to allow a building addition, noting parking stall widths to be 10 feet. In 2002 and 2007, the PUD was amended again to allow afaçade renovations. In 2010, a minor PUD amendment was approved permitting 9-foot wide parking stalls in certain areas of the center. In 2013, the Zoning Ordinance was amended to reduce minimum parking stall widths from 10 to 9 feet.

**Documents Submitted**

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

1. Shopping center layout, available leasing space sheet, 3 pages.
2. Workout Anytime information, 2 sheets.

**Planning Overview/Discussion**

The subject property is located on the west side of Cass Avenue, between 75<sup>th</sup> Street and Plainfield Road. The Brookhaven Plaza shopping center includes two outlots, Pamy’s and Popeye’s.

The petitioner proposes to open a 7,000 square foot fitness club, taking over a portion of the former True Value Hardware store within the northern area of the shopping center.

The property is zoned B-2 Community Shopping Center District, center is an approved PUD (Planned Unit Development). Athletic clubs are special uses within the B-2 zoning district. In cases where a use is listed as a special use, these uses have gone through a minor PUD amendment for approval. A fitness club is considered an athletic club. A minor amendment to a PUD does not require a public hearing and

it does not require consideration by the Planning and Zoning Commission.

The petitioner has provided information regarding the fitness facility: open 24/7, provides cardio equipment, strength equipment, trainers, massage and tanning.

The northern portion of the shopping center has more parking than the south portion. Typically, the north parking lot is rarely full. The most recent plat of survey on file shows 385 parking stalls.

### **Staff Findings/Recommendations**

Staff does not object to the proposed use. The fitness club will be a good asset for the center drawing people to the center. Staff finds there is adequate parking to accommodate the proposed use as well as existing uses.

Therefore, staff recommends the Committee make the following motion recommending approval of the minor PUD amendment:

**Based on the submitted petition, the proposed amendment to the Brookhaven PUD does meet the standards of the Darien Zoning Ordinance and, therefore, I move that the Municipal Services Committee recommend to the City Council approval of the submitted petition.**

### **Municipal Services Committee Review – July 28, 2014**

The Municipal Services Committee considered this matter at its meeting on July 28, 2014. The following members were present: Alderman Joerg Seifert – Acting Chairman, Alderman Tina Beilke, Dan Gombac – Director, Michael Griffith – Senior Planner.

Members absent: Alderman Joseph Marchese – Chairman, Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the agenda memo, noting the proposed use, briefly describing the use. He noted that the underlying zoning district requires special use approval for an athletic club, but since this is a PUD this could be considered a minor amendment to the PUD which eliminates the required public hearing.

Michael Mufarreh, the petitioner, was present. Mr. Mufarreh said there are two locations in Illinois, this will be the third location. He said memberships are \$15/month. He said the gym has cardio, strength training equipment, tanning and massage. He said they do not provide child care or classes. He said the gym is open 24/7, but it is not staff overnight. He said there is keyed entry overnight; there will be emergency pull stations in case of emergency.

Mr. Mufarreh said their peak hours are from 5-7 PM, with approximately 35 members.

Dan Gombac, Director, stated they will occupy about half of the former True Value space. He said staff is working with the broker and property owner to fill the remaining space, in discussion with an aquarium store.

Mr. Gombac asked how often cardio equipment is replaced.

Mr. Mufarreh said about every 5 years.

Alderman Beilke asked if they offer classes.

Mr. Mufarreh said no, but stated they may have small group training sessions of 8-10 people. He said they offer personal training.

Alderman Seifert asked about the number of locations nationwide.

Mr. Mufarreh stated 65 locations nationwide.

There was not anyone from the public to offer comments.

**Without further discussion, Alderman Seifert made a motion to recommend approval, seconded by Alderman Beilke.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.**

**(Chairman Marchese was absent.)**

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

---

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

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Brookhaven Plaza PUD: Workout Anytime)**

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 4<sup>th</sup> DAY OF AUGUST, 2014**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_day of August, 2014.**

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Brookhaven Plaza PUD: Workout Anytime)**

**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**, heretofore, pursuant to Ordinance No. O-28-82 and subsequent PUD amendments, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as “Brookhaven Plaza”; and

**WHEREAS**, the City of Darien received a petition to modify the approved PUD to allow a 7,000 square foot athletic club within the center; and

**WHEREAS**, on July 28, 2014, the Municipal Services Committee of the City Council reviewed said petition and forwarded its findings and recommendations to the City Council; and

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

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

**SECTION 1: Approval of Minor Amendment to PUD Granted.** A minor amendment to the approved PUD for Brookhaven Plaza is hereby approved to permit a 7,000 square foot athletic club.

**SECTION 2: Remainder of PUD.** All of the terms, conditions and limitations of Ordinance No. O-28-82 and subsequent PUD amendments shall remain in full force and effect.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of August, 2014.

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

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

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

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

**ILLINOIS**, this 4<sup>th</sup> day of August, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# BROOKHAVEN PLAZA RETAIL SPACE FOR LEASE

## SWC 75th Street & Cass Avenue, Darien, IL



COMMERCIAL REAL ESTATE SERVICES  
9450 W Bryn Mawr Avenue, Suite 550  
Rosemont, Illinois 60018  
Main (773) 355-3000 | Fax (847) 233-0068  
www.lee-associates.com

For more information:

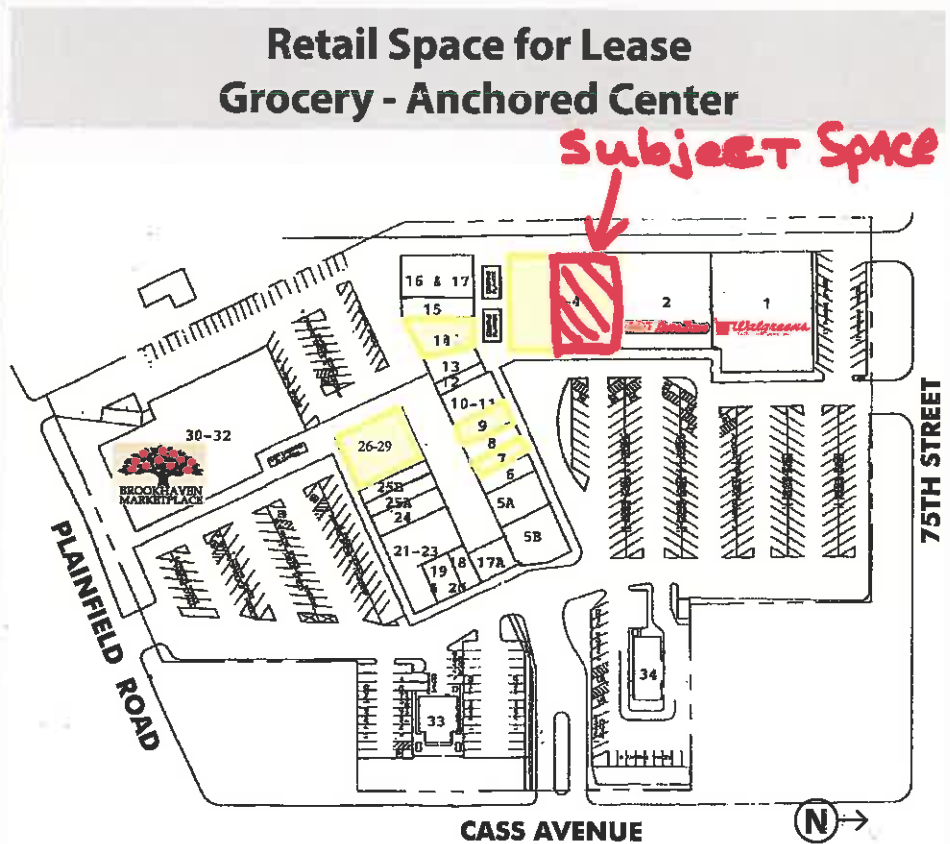
**JOE HERRON**  
Senior Vice President  
(773) 355-3038 direct  
jherron@lee-associates.com



# BROOKHAVEN PLAZA RETAIL SPACE FOR LEASE

SWC 75th Street & Cass Avenue, Darien, IL

SPACE	TENANT	SIZE
1	Walgreens	15,000
2	AutoZone	8,800
3 & 4	Available	13,360
5A	Veet Tobacco and Liquor	3,315
5B	Dunkin' Donuts	2,913
6	Magic Touch Cleaners	1,445
7	Available	1,476
8	Daniel's Prof. Hair Care	1,270
9	Available	990
10 & 11	Nail Salon	1,850
12	Darien Eye Specialists	990
13	Offices	1,950
14	Available	1,320
15	Darien Medical Clinic	1,200
16 & 17	Darien Dental Assoc.	2,600
17A	Brookhaven Travel	1,120
18	Darien Chop Suey	920
19 & 20	Century 21	1,497
21 - 23	Karate for Kids, Inc.	5,494
24	(Future) Dotty's	1,900
25A	Darien Shoe Repair	1,200
25B	Asian Mart	1,200
26 - 29	Available	4,035
30 - 32	Brookhaven Market Place	23,180
Outlots		
33	Pamy's Hot Dogs	4,040
34	T&D Foods, LLC	2,500
35	UPS	NA



Retail Space for Lease  
Grocery - Anchored Center

**SUBJECT SPACE**

**Brookhaven Plaza**  
SWC 75th Street & Cass Avenue  
Darien, Illinois



COMMERCIAL REAL ESTATE SERVICES  
9450 W Bryn Mawr Avenue, Suite 550  
Rosemont, Illinois 60018  
Main (773) 355-3000 | Fax (847) 233-0068  
www.lee-associates.com

For more information:

**JOE HERRON**  
Senior Vice President  
(773) 355-3038 direct  
jherron@lee-associates.com

No warranty or representation is made as to the accuracy of the foregoing information. Terms of sale or lease and availability are subject to change or withdrawal without notice.



**WORKOUT  
ANYTIME™**  
*Your Fitness. Your Schedule!*



## Real Estate Overview

### ➤ **THE WORKOUT ANYTIME CONCEPT**

WORKOUT ANYTIME is bringing the big fitness club experience to the neighborhood space. As pioneers in the fitness industry, John Q and Steve Strickland attest, it's not desire or willpower that stands in the way of fitness success – it is convenience.

With today's busy lives, it's hard to find time to drive to a major metro fitness center, park ¼ mile away and work out for 30 minutes, then drive home. Plus, when customers look at the cost, the value isn't there.

### ➤ **FITNESS THAT FITS**

WORKOUT ANYTIME is designed to offer fitness that fits. Our 24/7 clubs fit your schedule and they fit into your neighborhood. Our flexible floor plans can fit into a storefront, free-standing retail and non-traditional spaces. Our members love to be able to drive a couple of miles, pull up to the front door and get in and out with minimum hassle.

### ➤ **A BIG CLUB EXPERIENCE AT A VALUE PRICE**

Today's Fitness customers are savvy. They want a full mix of cardio equipment ready and waiting, plus leading edge strength gear, personal trainers, hydro-massage, tanning and more.

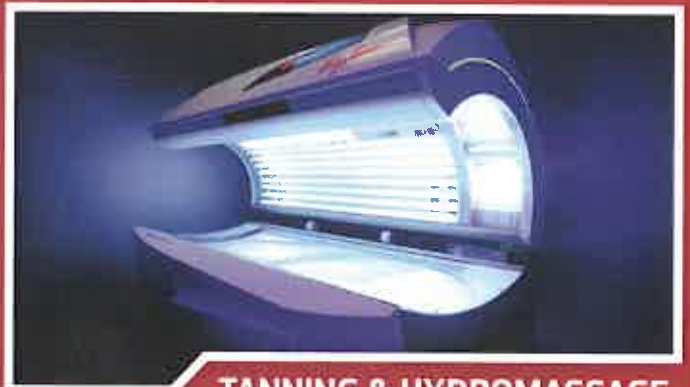
We built WORKOUT ANYTIME around a value concept: \$15 per month for our basic plan. We can offer this by eliminating staff-heavy services like childcare and classes. We also avoid features that need extra footage like basketball, racquetball and swimming. Finally, our 24/7 concept helps spread visits throughout the day.  
**Bottom line: It's a win-win.**



**24-7 MEMBER ACCESS**



**SUPERIOR EQUIPMENT**



**TANNING & HYDROMASSAGE**

**WORKOUT ANYTIME is a  
Full-Featured Fitness Club**

**WORKOUT ANYTIME - The Fitness concept that *FITS* your space!**



## We're a great tenant!

- WORKOUT ANYTIME offers an "Owner-Operator" approach that grows our business one successful franchise owner at a time.
- Our Area Developer and Corporate Network provide superior start-up and ongoing support to ensure brand success and integrity.
- Working out builds an appetite – something your food tenants will appreciate!
- The WORKOUT ANYTIME brand has a proven operating system, strong regional advertising and extensive local marketing initiatives.
- We bring quality customers into your property who are focused on their personal improvement.
- A WORKOUT ANYTIME will typically draw 250+ members to your center on a daily basis.
- As a 24/7 facility, we enhance safety and security for your tenants after hours.
- Fitness is a low-impact use that creates minimal maintenance issues.
- We have successfully franchised our fitness concept throughout the Southeast and are now growing in the Midwest and Northeast.
- Our "owner/operator" approach ensures a vested interest and commitment to success.
- Lease: 5 year with 2 five year options.



## What we're looking for:

### Location

- Competition: No value-priced clubs within 3 miles (less in a dense market)
- Other traffic generators (hospitals, office parks, etc.)
- More than 25,000 cars per day on a main street
- More than 35,000 cars per day with a main street/cross street intersection
- High visibility:
  - + Storefront is visible from all directions (400' visibility distance)
  - + Moderate distance from primary street
  - + Moderate speed limit
  - + Near major intersections
- Easy access without hard median or turning restrictions

### Real Estate

- Fits into existing storefronts and free-standing retail
- 4600 – 6000 sq. ft.
- Maximum signage opportunity
- Sufficient parking 30+ spaces
- Good exterior lighting
- Operations: 7 days a week, 24 hours a day

### Demographics

- High residential population – 42K or more in a 3 mile radius
- Middle median income – 50K-90K



[WorkoutAnytime.com](http://WorkoutAnytime.com)

**The fastest-growing fitness concept is looking to come to your location!**

To learn about our real estate opportunities, please contact:



**Kim Trotter**  
Horizon Properties  
Commercial Leasing and Brokerage  
770-653-8827  
[kim@horizonpropertiescre.com](mailto:kim@horizonpropertiescre.com)

**WORKOUT ANYTIME CLUBS FIT IN TRADITIONAL AND NON-TRADITIONAL FLOORPLANS**



**WORKOUT ANYTIME - The Fitness concept that *FITS* your space!**

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: August 4, 2014**

**Issue Statement**

**Walmart expansion, 2189 75<sup>th</sup> Street, Darien Towne Centre Resubdivision: One-year Maintenance:** Staff requests approval of a resolution placing this project on 1-year maintenance and holding 10% of the original Letter of Credit amount for security.

**[RESOLUTION](#)**      **[BACKUP](#)**

**Discussion/Overview**

**The Municipal Services Committee considered this matter and recommends approval as presented.**

The full discussion follows as “Additional Information.”

Resolution is included with memo.

**Decision Mode**

Municipal Services Committee:      July 28, 2014  
City Council:                              August 4, 2014

**Additional Information**

**Issue Statement**

**Walmart expansion, 2189 75<sup>th</sup> Street, Darien Towne Centre Resubdivision: One-year Maintenance:** Staff requests approval of a resolution placing this project on 1-year maintenance and holding 10% of the original Letter of Credit amount for security.

-  
**Background**

The Walmart expansion included the demolition of the retail space between Walmart and PetSmart, constructing a 42,578 square foot addition to Walmart on the east side of the store and constructing a new 12,000 square foot retail building adjacent to PetSmart. Currently, the 12,000 square foot space is an empty building pad.

The expansion also included truck loading docks, bale and pallet recycling area, an organic recycling area behind Walmart, adding a bagged goods pick-up area within the existing outdoor garden area and altering the front façade.

The City Engineer and staff have reviewed/inspected all public improvements and have determined that they have been completed in substantial compliance with the approved plans, see attached letter dated **[July 17, 2014](#)**, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.

Customarily, the developer is required to provide a 1-year security in the amount of 10% of the original Letter of Credit for the guarantee of the public improvements. Upon completion of the 1-year maintenance period, the security is returned. The original Letter of Credit is in the amount of \$45,504.25, with 10% in the amount of \$4,550.43. The Letter of Credit secured the construction of stormwater management facilities.

### **Staff Recommendation**

Staff recommends the Committee make a motion recommending approval of placing this project on 1-year maintenance and holding 10% of the original Letter of Credit in amount as noted above for the Walmart expansion at 2189 75<sup>th</sup> Street, Darien Towne Centre.

### **Municipal Services Committee Review – July 28, 2014**

The Municipal Services Committee considered this matter at its meeting on July 28, 2014. The following members were present: Alderman Joerg Seifert – Acting Chairman, Alderman Tina Beilke, Dan Gombac – Director, Michael Griffith – Senior Planner.

Members absent: Alderman Joseph Marchese – Chairman, Elizabeth Lahey – Secretary.

Dan Gombac, Director, reviewed the memo, stating all improvements have been constructed and approved. He stated the improvements related to stormwater management. He noted the 1-year maintenance security amount.

Alderman Beilke asked about the status of the building pad.

Mr. Gombac stated staff has been in talks with the owners regarding a possible retail store building on the site.

**Without further discussion, Alderman Seifert made a motion to recommend approval, seconded by Alderman Beilke.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.**

**(Chairman Marchese was absent.)**

**A RESOLUTION APPROVING  
PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE  
(Walmart expansion, 2189 75<sup>th</sup> Street,  
Darien Towne Centre Resubdivision)**

**WHEREAS**, the owners and developers of the Walmart expansion, Darien Towne Centre Resubdivision, in the City of Darien, have constructed and installed public improvements in said Subdivision; and

**WHEREAS**, the developer has previously filed with the City a Letter of Credit securing the installation of said public improvements; and

**WHEREAS**, the public improvements installed in the Subdivision are complete and in good repair in accordance with the City of Darien standards and requirements; and

**WHEREAS**, the developer shall file a satisfactory completion bond in the amount of \$4,550.43, being ten per cent (10%) of the public improvement costs, as required by the City's Subdivision regulations in order to secure any necessary repairs during the one-year maintenance period; and

**WHEREAS**, in accordance with the City's Subdivision regulations it is now appropriate for the City to approve said public improvements subject to the one-year maintenance period as required by the Subdivision Regulations.

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

**SECTION 1: Approval of Public Improvements.** The City of Darien hereby approves all public improvements installed in the Darien Towne Centre Resubdivision subject to the one-year maintenance period as required by the City's Subdivision Regulations.

**SECTION 2: Completion.** Upon the satisfactory completion of any necessary repairs to said public improvements during the one-year maintenance period, the City shall release the completion bond.

**SECTION 3: Effective Date.** 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 4<sup>th</sup> day of August, 2014.

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

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

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

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

**ILLINOIS, this 4<sup>th</sup> day of August, 2014.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

June 12, 2013

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Mike Griffith

Subject: Wal-Mart Expansion  
(CBBEL Project No. 95-323H163)

Dear Mike:

As requested, we have reviewed the revised site improvement plans and supporting documents for the aforementioned project prepared by Manhard Consulting, Ltd. and dated May 14, 2013. In our opinion, the plans and supporting documents are now in general compliance with Village Code and standard engineering methods. The following items apply to this project:

1. City Code provides for a stormwater permit fee of \$300/acre. The proposed project impacts 3.04 acres for a fee of \$912.
2. The required development security for stormwater and erosion control is 110% of the engineers estimate. The estimate is \$41,367.50 so the required security is \$45,504.25.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in green ink, appearing to read 'Daniel Lynch'.

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





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

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

July 17, 2014

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Mike Griffith

Subject: Walmart Expansion  
(CBBEL Project No. 95-323 H103H)

Dear Mike:

As requested we have reviewed the Record Drawings for the aforementioned project prepared Manhard Consulting, Ltd. and dated June 24, 2014. As part of our review, a site visit was conducted. In our opinion, the Record Drawings indicate that the project has been completed in general compliance with the approved plans. The work also appears to be of good quality (we were not on site during construction).

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in green ink, appearing to read 'Daniel Lynch', is written over a light blue horizontal line.

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

**AGENDA MEMO**

**City Council**

**August 4, 2014**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$50,000.00 for the surveying, engineering and water modeling study of the open ditch and storm water conveyance system for Sawmill Creek-East and West leg.

**RESOLUTION**

**BACKGROUND**

The Sawmill Creek tributary collects storm water from the Marion Hills, Clarefield, Hinsbrook and Plainfield Highland Subdivisions. The existing creeks are open channel ditches with an existing underdrain. The limits of Sawmill Creek are as follows and per the attachment labeled as [Attachment A](#):

**Eastern Leg**-Plainfield Rd to 74<sup>th</sup> Street

Rear of the properties between Crest and Eleanor and Sunrise and Brookbank

**Western Leg**-67<sup>th</sup> Street to 75<sup>th</sup> Street-

Rear of the properties between Clarendon Hills Rd and Brookbank

Rear of the properties between Holly Ave and Roger Rd

Side yard of limited properties located on Plainfield Road and Janet Ave

The channels were constructed in the early 1970's and are also considered as part of regulatory flood zones. The existing conditions indicate that over the years sediment deposits have accumulated within the channels along with mature landscaping, thereby reducing capacity and flows. The staff and City Engineer have also identified accessory structures and fences that may be encroaching within the channel and the flood zones.

The goal of the engineering evaluation is to review current conditions and elevations and compare them to the plans on file prepared by Lindley and Sons in 1974. The proposed engineering study, labeled and attached as [Exhibit A](#), would authorize Christopher B. Burke Engineering, (CBBEL) to proceed with the surveying both legs of Sawmill Creek, including the existing storm sewer underdrain system. After the surveying is completed, CBBEL will conduct a water modeling study for 10, 50 and 100 year rain events. The evaluation will determine the scope of future improvements required and regulatory agency permitting requirements.

Residents adjacent to the Creek will have an opportunity to have their homes surveyed for the purpose of preparing a FEMA Elevation Certificate for an additional \$850.00 per property. This cost is passed through to the requesting property owner. The staff will notify all residents adjacent to the Creek regarding the engineering study as well as the individual survey opportunity.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY14-15 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
25-35-4376	Capital - Storm Water/Ditch Projects	\$50,000.00	\$ 50,000.00

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$50,000.00.

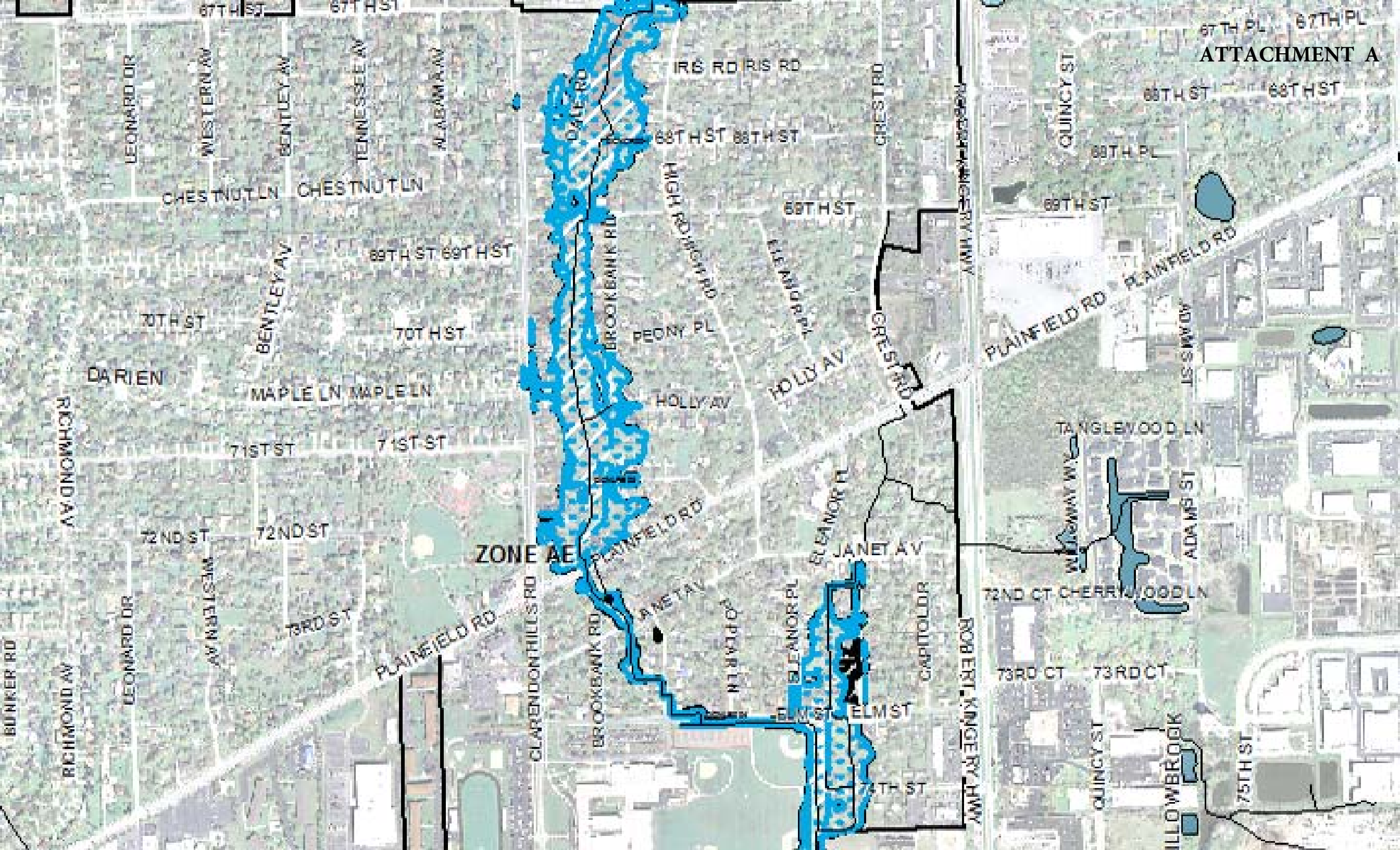
**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the agenda for the August 4, 2014 City Council agenda for formal approval.

ATTACHMENT A



**ZONE AE**

LEONARD DR

WESTERN AV

BENTLEY AV

TENNESSEE AV

ALABAMA AV

CHESTNUT LN CHESTNUT LN

IRG RD RS RD

68TH ST 68TH ST

HIGH ROAD RD

CREST RD

QUINCY ST

68TH ST

68TH ST

68TH PL

70TH ST

68TH ST 68TH ST

BENTLEY AV

70TH ST

BROOKBANK RD

PEONY PL

68TH ST

WINDY PL

CREST RD

68TH ST

PLAINFIELD RD

PLAINFIELD RD

ISSWYCK

DARIEN

MAPLE LN MAPLE LN

HOLLY AV

HOLLY AV

71ST ST

71ST ST

**ZONE AE**

PLAINFIELD RD

ELANOR PL

JANET AV

TANGLEWOOD LN

72ND ST

72ND ST

RICHMOND AV

LEONARD DR

WESTERN AV

73RD ST

PLAINFIELD RD

CLARENDON HILLS RD

BROOKBANK RD

JANET AV

COPPER LN

ELANOR PL

ELM ST

CAPITOL DR

ROBERT KINGERY HWY

72ND CT CHERRYWOOD LN

WINDY WY

ADA MS ST

BUNKER RD

RICHMOND AV

73RD CT

73RD CT

QUINCY ST

WILLOWBROOK

75TH ST

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THE SURVEYING, ENGINEERING AND WATER MODELING STUDY OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR SAWMILL CREEK-EAST AND WEST LEG**

**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 accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$50,000.00 for the surveying, engineering and water modeling study of the open ditch and storm water conveyance system for Sawmill Creek-East and West leg, 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 4<sup>th</sup> day of August, 2014.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of August, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

July 14, 2014

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
East Branch Sawmill Creek Evaluation

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services. The purpose of the evaluation is to evaluate the current condition of the East Branch of Sawmill Creek from the Dale Road Basin (68<sup>th</sup> Street) to 75<sup>th</sup> Street and the east tributary from the Crest Road Basin (Plainfield Road) to 74<sup>th</sup> Street. The purpose is to compare the current condition and elevations of the creek to that shown on plans prepared by Lindley and Sons, Inc. circa 1974. This proposal includes our Scope of Services and Estimate of Fees.

**SCOPE OF SERVICES**

We propose the following scope of services:

**TASK 1 – SURVEYING:** A field survey of each branch will be prepared based on current DuPage County datum to determine ground elevations of the creek and adjacent areas. The survey will focus on ground elevations and is not intended to include all ground features. Sufficient property corner markers will be located so that a “best fit” of property lines can be added from the recorded subdivision. This will allow for existing easements to be shown. It is presumed that surveying will be completed during the non-growing season when there are no leaves on the trees.

Where requested, individual houses will be surveyed for the purpose of preparing a FEMA Elevation Certificate for an additional fee per house.

**TASK 2 – FEQ HYDRAULIC EVALUATION:** An FEQ evaluation will be prepared to determine the impact of restoring the creek to the designed condition of the 1974 Plans. The evaluation will be performed for both the continuous simulation events typical of evaluations in DuPage County and also specific theoretical storm events including the 2-year, 10-year, 50-year, and 100-year storm events.

**TASK 3 – EVALUATION REPORT:** A summary report of our findings will be prepared. This report will document the level of the flow line and cross-section of the creek as compared to that shown on the 1974 plans. The report will also document the

calculated reduction in flood levels if the creek is regraded to the cross-sections and elevations from the 1974 plans. Additionally, we will contact FEMA and/or IDNR for a list of houses with a record of flood insurance claims.

Using the field survey, we will prepare preliminary opinion of probable construction costs to restore the creek to the 1974 plan condition.

**ESTIMATE OF FEES**

We will complete the above tasks as shown below:

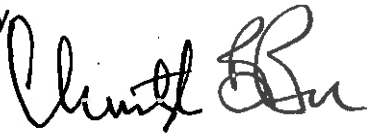
Task 1 -	Surveying:	\$20,000
Task 1a -	Survey of Homes:	\$850 each*
Task 2 -	FEQ Hydraulic Evaluation:	\$15,000
Task 3 -	Evaluation Report:	\$15,000
	<b>Total</b>	<b>\$50,000</b>

\* Houses will be surveyed as requested for an additional fee of \$850 each. Pricing is based on the house being surveyed while the other survey work is being completed.

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

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

Sincerely,



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

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

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

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**

**City Council**

**August 4, 2014**

**ISSUE STATEMENT**

A ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method.

**ORDINANCE**

**BACKGROUND/HISTORY**

The City of Darien received a [request](#) from BP to extend the current ordinance limiting groundwater wells from certain locations to an area around Route 83 and 75<sup>th</sup> Street. The property at 7450 South Kingery Highway, Willowbrook, Illinois was once the site of a gas station with an underground storage tank. The underground storage tank leaked, and BP is now working to remediate the site. This restriction on groundwater wells would manage the impact of any migration off-site of the contamination. Absent an ordinance, a resident may construct a well on the property for groundwater, which could at some point be hazardous due to the contamination from this former gas station site. The affected area includes seven parcels on 74<sup>th</sup> Street in Darien.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approving the ordinance.

**ALTERNATE CONSIDERATION**

Not approving the ordinance is an alternate consideration.

**DECISION MODE**

This item will be placed on the agenda for the August 4, 2014 City Council agenda for formal approval.

**AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN THE CITY OF DARIEN, ILLINOIS (AMENDING TITLE 6C, “WATER DIVISION”, BY REPEALING CHAPTER 5 AND ADDING NEW CHAPTER 5, “REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA OF THE CITY OF DARIEN, ILLINOIS”), THERETO**

WHEREAS, the City of Darien is a home rule unit of 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, a certain property within to the City of Darien (the “City”), located at the northwest corner of Kingery Highway (Rte. 83) and 75<sup>th</sup> Street, Willowbrook, Illinois has been used over a period of time as a gas station; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath these properties may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive reuse of properties that are the source of said chemical constituents in a certain area adjacent to a property located at the intersection of Kingery Highway (Rte. 83) and 75<sup>th</sup> Street, Willowbrook, with a common address of 7450 South Kingery Road in the Village of Willowbrook, Illinois (the “Site”) as legally described in Exhibit A and depicted on Exhibit B and Exhibit C; and

WHEREAS, the narrative of the area covered by the Groundwater Ordinance is provided as Exhibit C, said **Exhibits A, B, and C** being attached hereto and incorporated herein; and

WHEREAS, the property subject to the groundwater prohibition authorized within the City herein consists of **parcels with PIN** (see insert), and roadways subject to the jurisdiction of the City in that area as shown within the black lined box on Exhibit C;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS as follow:

**SECTION 1:** Title 6C, "Water Division," of the City of Darien City Code, as amended, is hereby further amended as indicted below:

**CHAPTERS  
REGULATION OF POTABLE WATER SUPPLY WELLS  
IN A DESIGNATED AREA**

SECTION:  
6C-5-1: Title

6C-5-2: Definitions

6C-5-3: Use of Groundwater As A Potable Water Supply Prohibited

6C-5-4: Penalty

6C-5-1: **TITLE:** This Chapter shall be known as *REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA*.

6C-5-2: **DEFINITIONS:** As used herein, the following terms shall have the meanings hereinafter ascribed to each term:

**PERSON:** Any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

**POTABLE WATER:** Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

6C-5-3: **USE OF GROUND WATER AS A POTABLE WATER SUPPLY PROHIBITED:** The use or attempt to use as a potable water supply groundwater from within the corporate limits of the City of Darien, in that area of the City as depicted and narrated on Exhibit C, and all Exhibits previously approved by ordinance by the installation or drilling of wells or by any other method is hereby prohibited, as identified by the IEPA. This prohibition expressly includes the City of Darien and any other unit of local Government.

6C-5-4: **PENALTY:** Any person violating the provisions of this Chapter shall be subject to a fine of not less than Seventy-Five Dollars (\$75.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each such violation. A separate violation shall be deemed committed on each day during or on which a violation occurs or continues.

**SECTION 2: Repealer.** Any ordinance or part of any ordinance that conflicts with the provisions of this Ordinance is hereby repealed insofar as it is in conflict with this Ordinance.

**SECTION 3: Severability.** If any provision of this Ordinance or its application to any person or under any circumstances is adjudicated invalid of a court having competent jurisdiction, such adjudication shall not affect the validity of the Ordinance as a whole or any portion not adjudicated invalid.

**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 and approval, and shall subsequently be published in pamphlet form as provided by law.

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

**ILLINOIS,** this 4th day of August, 2014.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 4th day of August, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Atlantic Richfield Company

**Name: Mary Wojciechowski**  
Title: Operations Project Manager

150 W. Warrenville Road  
Mail Code 200-1N  
Naperville, IL 60563  
Phone: (630) 420-5149  
E-Mail: Mary.Wojciechowski@bp.com

March 27, 2014

UPS#1Z 608 096 03 9839 5768

Mr. Daniel Gombac  
Municipal Services Department  
1702 Plainfield Road  
Darien, IL 60561  
Ph# (630) 353-8106

**RE: Request for Limited Groundwater Use Ordinance  
LPC #0431105026  
Willowbrook/Former BP Service Station No. 5872  
7450 South Kingery Highway  
LUST Incident No. 20050739  
LUST TECHNICAL FILE**

Dear Mr. Gombac:

Parsons, on behalf of BP Products North America, Inc., is performing an environmental response action at the property located at 7450 South Kingery Highway, Willowbrook, Illinois. This response action is being performed due to an identified release from an underground storage tank (“UST”) system.

BP submitted a Corrective Action Plan on March 25, 2013 to the Illinois Environmental Protection Agency (IEPA), which was approved by the IEPA on May 2, 2013. Please refer to **Attachment A** for the Corrective Action Plan submitted and **Attachment B** for the IEPA approval letter. This site had two previous incidents (913204 and 911332) which closed with No Further Remediation (NFR) status, recorded on July 12, 2004. To manage groundwater impact that has migrated off-site or may migrate off-site in the future, BP is proposing to obtain a Limited Groundwater Ordinance from the City of Darien. The Limited Groundwater Ordinance with the City of Darien will prohibit the installation of wells for potable water supply in the area of the groundwater ordinance. A suggested model of the groundwater ordinance that was created by the Illinois EPA is provided in **Attachment C**. Please review the proposed Limited Groundwater Use Restriction Ordinance and respond with comments and suggestions.

To learn more about 7450 South Kingery Highway, Willowbrook, Illinois, please contact Parsons at (312) 930-5100, or the Illinois EPA, Leaking Underground Storage Tank Section Project Manager, Matt Urish at (217) 524-5596. You may also obtain a copy of the complete Illinois EPA file regarding 7450 South Kingery Highway in Willowbrook, Illinois. To do so, you must submit a written request with your signature to:

Illinois Environmental Protection Agency

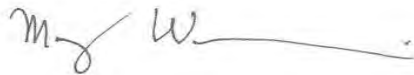
Bureau of Land - #24  
Freedom of Information Act (FOIA) Officer1021  
North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

When requesting a copy of the file, please reference the file heading shown below:

LPC # 0431105026  
BP Products North America, Inc.  
7450 South Kingery Highway  
Willowbrook, IL 60561  
LUST Incident # 20050739

We appreciate your review and comments and look forward to a status update in the next weeks. If you have questions or concerns, please do not hesitate to call me at 630-420-5149.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary W.", followed by a long horizontal line extending to the right.

Mary Wojciechowski  
On Behalf of BP Products  
North America, Inc

Attachments:

Attachment A – Amended Corrective Action Plan – March 25, 2013  
Attachment B – Illinois EPA approval letter – May 2, 2013  
Attachment C – Proposed Limited Groundwater Use Restriction Ordinance



**ATTACHMENT A**

**ATTACHMENT B**



# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217)782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR

217/524-3300

**CERTIFIED MAIL**

7011 1150 0001 0861 9810

MAY 02 2013

BP Products North America Inc.  
Attn: Mary Wojciechowski  
150 W. Warrensville Road,  
Mail Code 200-1N  
Naperville, IL 60563

Re: LPC #0431105026 – Du Page County  
Willowbrook/BP Products North America  
7450 South Kingery Highway  
Leaking UST Incident No. 20050739  
Leaking UST Technical File

Dear Ms. Wojciechowski:

The Illinois Environmental Protection Agency (Illinois EPA) has reviewed the amended Corrective Action Plan (plan) submitted for the above-referenced incident. This plan, dated March 25, 2013, was received by the Illinois EPA on March 26, 2013. Citations in this letter are from the Environmental Protection Act (Act), as amended by Public Act 92-0554 on June 24, 2002, and Public Act 96-0908 on June 8, 2010, and 35 Illinois Administrative Code (35 Ill. Adm. Code).

The Illinois EPA requires modification of the plan; therefore, the plan is conditionally approved with the Illinois EPA's modifications. The following modifications are necessary, in addition to those provisions already outlined in the plan, to demonstrate compliance with Title XVI of the Act (Sections 57.7(b)(2) and 57.7(c) of the Act and 35 Ill. Adm. Code 734.505(b) and 734.510(a)):

- A. Pursuant to 35 Ill. Adm. Code 735.445(c), the Agency may require additional investigation of potable water supply wells, regulated recharge areas, or wellhead protection areas if site-specific circumstances warrant. Such circumstances must include, but not be limited to, the existence of one or more parcels of property within 200 feet of the current or modeled extent of soil or groundwater contamination exceeding the Tier 1 groundwater ingestion exposure route remediation objectives of 35 Ill. Adm. Code 742 for the applicable contaminants where potable water is likely to be used, but that is not served by a public water supply or a well identified pursuant to subsections (a) or (b) of the Section. The additional investigation may include, but is not limited to, physical well surveys, (e.g., interviewing property owners, investigating individual properties for wells heads, distributing door hangers or other material that requests information about the existence of potable wells on the property, etc.).

Groundwater modeling indicates the groundwater plume may extend up to 199 feet from MW-6A. Based on a review of the Illinois EPA SWAP database, it appears there are three ISGS potable wells within 400 feet of the above-mentioned site. The potable well owners and approximate distances are as follows: James Hammond (184 feet), Chas Hulse (291 feet) and James Allen (389 feet). Therefore, since all three wells have setbacks of 200 feet, the modeled groundwater plume would extend into the setback zones. Therefore, pursuant to 35 Ill. Adm. Code 742.445(c), the Agency is requiring additional investigation of all potable water supply wells, regulated recharge areas, or wellhead protection areas within 400 feet of MW-6A.

In addition, pursuant to 35 Ill. Adm. Code 734.445(d)(1), a map, which includes all potable wells within 400 feet of MW-6A, their setbacks and the modeled extent of contamination, must be submitted.

Please note that all activities associated with the remediation of this release proposed in the plan must be executed in accordance with all applicable regulatory and statutory requirements, including compliance with the proper permits.

In addition, the budget is modified pursuant to Sections 57.7(b)(3) and 57.7(c) of the Act and 35 Ill. Adm. Code 734.505(b) and 734.510(b). Based on the modifications listed in Section 2 of Attachment A, the amounts listed in Section 1 of Attachment A have been approved. Please note that the costs must be incurred in accordance with the approved plan. Be aware that the amount of payment from the Fund may be limited by Sections 57.7(c), 57.8(d), 57.8(e), and 57.8(g) of the Act, as well as 35 Ill. Adm. Code 734.630 and 734.655.

If the owner or operator agrees with the Illinois EPA's modifications, submittal of an amended plan and/or budget, if applicable, is not required (Section 57.7(c) of the Act).

NOTE: Pursuant to Section 57.8(a)(5) of the Act, if payment from the Fund will be sought for any additional costs that may be incurred as a result of the Illinois EPA's modifications, an amended budget must be submitted. Amended plans and/or budgets must be submitted and approved prior to the issuance of a No Further Remediation (NFR) Letter. Costs associated with a plan or budget that have not been approved prior to the issuance of an NFR Letter will not be paid from the Fund.

Pursuant to Sections 57.7(b)(5) and 57.12(c) and (d) of the Act and 35 Ill. Adm. Code 734.100 and 734.125, the Illinois EPA requires that a Corrective Action Completion Report that achieves compliance with applicable remediation objectives be submitted within 30 days after completion of the plan to:

Illinois Environmental Protection Agency  
Bureau of Land - #24  
Leaking Underground Storage Tank Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276

Please submit all correspondence in duplicate and include the Re: block shown at the beginning of this letter.

If within four years after the approval of this plan, compliance with the applicable remediation objectives has not been achieved and a Corrective Action Completion Report has not been submitted, the Illinois EPA requires the submission of a status report pursuant to Section 57.7(b)(6) of the Act.

**Please be advised that, pursuant to Public Act 96-0908, effective June 8, 2010, all releases of petroleum from USTs are subject to Title XVI of the Act, as amended by Public Act 92-0554 on June 24, 2002, and Public Act 96-0908 on June 8, 2010, and 35 Ill. Adm. Code 734. The regulations at 35 Ill. Adm. Code 732 no longer exist, and the only releases subject to 35 Ill. Adm. Code 731 are those from hazardous substance USTs.**

An underground storage tank system owner or operator may appeal this decision to the Illinois Pollution Control Board. Appeal rights are attached.

If you have any questions or need further assistance, please contact Jason Donnelly at (217) 557-8764.

Sincerely,



Harry A. Chappel, P.E.  
Unit Manager  
Leaking Underground Storage Tank Section  
Division of Remediation Management  
Bureau of Land

hac:jmd;jab\050739-cap#2&bud#2.dotx

Attachments: A  
Appeal Rights

c: Parsons, Daniela Savin  
BOL File

Attachment A

Re: LPC #0431105026 – Du Page County  
Willowbrook/BP Products North America  
7450 South Kingery Highway  
Leaking UST Incident No. 20050739  
Leaking UST Technical File

**SECTION 1**

As a result of Illinois EPA's modification(s) in Section 2 of this Attachment A, the following amounts are approved:

\$1,754.95	Drilling and Monitoring Well Costs
\$1,317.42	Analytical Costs
\$760.50	Remediation and Disposal Costs
\$0.00	UST Removal and Abandonment Costs
\$0.00	Paving, Demolition, and Well Abandonment Costs
\$21,057.19	Consulting Personnel Costs
\$196.35	Consultant's Materials Costs

Handling charges will be determined at the time a billing package is reviewed by the Illinois EPA. The amount of allowable handling charges will be determined in accordance with Section 57.1(a) of the Environmental Protection Act (Act) and 35 Illinois Administrative Code (35 Ill. Adm. Code) 734.635.

**SECTION 2**

1. \$512.46 for corrective action costs associated with recording the NFR letter that are not reasonable as submitted. Such costs are ineligible for payment from the Fund pursuant to Section 57.7(c)(3) of the Act and 35 Ill. Adm. Code 734.630(dd). In addition, these costs exceed the minimum requirements necessary to comply with the Act. Costs associated with site investigation and corrective action activities and associated materials or services exceeding the minimum requirements necessary to comply with the Act are not eligible for payment from the Fund pursuant to Section 57.7(c)(3) of the Act and 35 Ill. Adm. Code 734.630(o).

Please note recording the NFR letter is an Administrative Assistant job duty and must be budgeted accordingly. In addition, a maximum of two hours is allowed to record the NFR letter. A Sr. Administrative Assistant job title at a rate of \$52.65 has been allowed.

## Appeal Rights

An underground storage tank owner or operator may appeal this final decision to the Illinois Pollution Control Board pursuant to Sections 40 and 57.7(c)(4) of the Act by filing a petition for a hearing within 35 days after the date of issuance of the final decision. However, the 35-day period may be extended for a period of time not to exceed 90 days by written notice from the owner or operator and the Illinois EPA within the initial 35-day appeal period. If the owner or operator wishes to receive a 90-day extension, a written request that includes a statement of the date the final decision was received, along with a copy of this decision, must be sent to the Illinois EPA as soon as possible.

For information regarding the filing of an appeal, please contact:

Dorothy Gunn, Clerk  
Illinois Pollution Control Board  
State of Illinois Center  
100 West Randolph, Suite 11-500  
Chicago, IL 60601  
312/814-3620

For information regarding the filing of an extension, please contact:

Illinois Environmental Protection Agency  
Division of Legal Counsel  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, IL 62794-9276  
217/782-5544

**ATTACHMENT C**



ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD WITHIN A CERTAIN AREA IN THE CITY OF DARIEN, ILLINOIS (AMENDING TITLE 6C, "WATER DIVISION", BY REPEALING CHAPTER 5 AND ADDING NEW CHAPTER 5, "REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA OF THE CITY OF DARIEN, ILLINOIS"), THERETO

WHEREAS, the City of Darien is a home rule unit of 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, a certain property within to the City of Darien (the "City"), located at the northwest corner of Kingery Highway (Rte. 83) and 75<sup>th</sup> Street, Willowbrook, Illinois has been used over a period of time as a gas station; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath these properties may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the City desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive reuse of properties that are the source of said chemical constituents in a certain area adjacent to a property located at the intersection of Kingery Highway (Rte. 83) and 75<sup>th</sup> Street, Willowbrook, with a common address of 7450 South Kingery Road in the Village of Willowbrook, Illinois (the "Site") as legally described in Exhibit A and depicted on Exhibit B and Exhibit C; and

WHEREAS, the narrative of the area covered by the Groundwater Ordinance is provided as Exhibit C, said Exhibits A, B, and C being attached hereto and incorporated herein; and

WHEREAS, the property subject to the groundwater prohibition authorized within the City herein consists of parcels with PIN (see insert), and roadways subject to the jurisdiction of the City in that area as shown within the black lined box on Exhibit C;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS as follow:

**SECTION 1:** Title 6C, "Water Division," of the City of Darien City Code, as amended, is hereby further amended by adding new Chapter 5, "Regulation of Potable Water Supply

Wells in a Designated Area of the City of Darien, Illinois," to read as follows:

**CHAPTERS  
REGULATION OF POTABLE WATER  
SUPPLY WELLS IN A  
DESIGNATED AREA**

SECTION:

6C-5-1: Title

6C-5-2: Definitions

6C-5-3: Use of Groundwater As A Potable Water Supply Prohibited

6C-5-4: Penalty

6C-5-1:       **TITLE:**        This Chapter shall be known as *REGULATION OF POTABLE WATER SUPPLY WELLS IN A DESIGNATED AREA*.

6C-5-2:       **DEFINITIONS:**    As used herein, the following terms shall have the meanings hereinafter ascribed to each term:

PERSON:                    Any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

POTABLE WATER: Any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

6C-5-3:       **USE OF GROUND WATER AS A POTABLE WATER SUPPLY PROHIBITED:**    The use or attempt to use as a potable water supply groundwater from within the corporate limits of the City of Darien, in that area of the City as depicted and narrated on Exhibit C, by the installation or drilling of wells or by any other method is hereby prohibited, as identified by the IEPA. This prohibition expressly includes the City of Darien and any other unit of local Government.

6C-5-4:       **PENALTY:**    Any person violating the provisions of this Chapter shall be subject to a fine of not less than Seventy-Five Dollars (\$75.00) nor more than Seven Hundred Fifty Dollars (\$750.00) for each such violation. A separate violation shall be deemed committed on each day during or on which a violation occurs or continues.

**SECTION 2: Repealer.** Any ordinance or part of any ordinance that conflicts with the provisions of this Ordinance is hereby repealed insofar as it is in conflict with this Ordinance.

**SECTION 3: Severability.** If any provision of this Ordinance or its application to any person or under any circumstances is adjudicated invalid of a court having competent jurisdiction, such adjudication shall not affect the validity of the Ordinance as a whole or any portion not adjudicated invalid.

**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 and approval, and shall subsequently be published in pamphlet form as provided by law.

**ORDINANCE NO.**

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_**

ADOPTED: \_\_\_\_\_  
(Date)

APPROVED: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(City Clerk)

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
City Attorney

Officially published this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

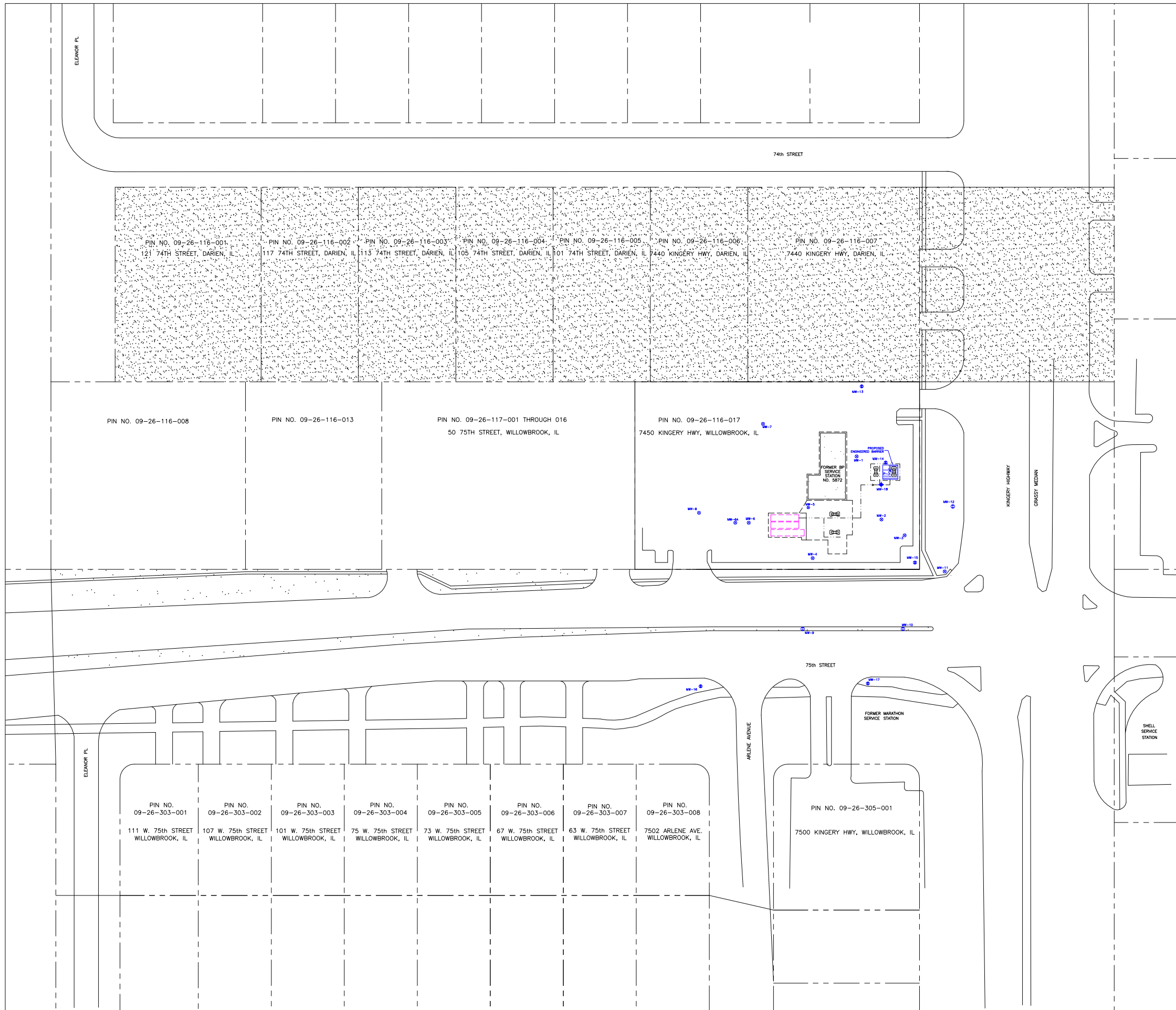
**EXHIBIT A**  
**Site Legal Description**

Legal Description







PARCEL 1 : THE EAST 289.85 FEET OF THE NORTH 192.2 FEET OF THE SOUTH 292.2 FEET OF THE NORTHWEST ¼ (EXCEPT THAT PART THEREOF FALLING IN ROUTE 83) OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINDIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS.

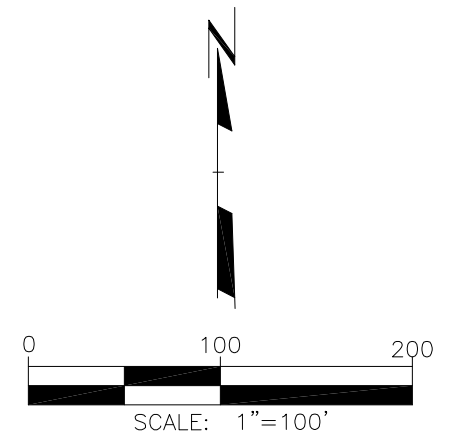
PARCEL 2: LOT 1 IN MCALAHY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1989 AS DOCUMENT R89-132596, IN DUPAGE COUNTY, ILLINOIS

**EXHIBIT B**  
**Proposed Groundwater Ordinance Map**



**LEGEND:**

-  PROPERTY BOUNDARY
-  MONITORING WELL
-  DESTROYED MONITORING WELL
-  FORMER PUMP ISLAND
-  FORMER GASOLINE UST'S
-  PROPOSED CITY OF DARIEN LIMITED GROUNDWATER ORDINANCE



**EXHIBIT B**

Former BP Service Station No. 05872  
7450 KINGERY HIGHWAY  
WILLOWBROOK, ILLINOIS

**PROPOSED AREA OF LIMITED  
GROUNDWATER ORDINANCE**



**EXHIBIT C**  
**Narrative of Area Covered by Groundwater Ordinance**

Exhibit C: Narrative of Area Covered by Groundwater Ordinance  
City of Darien



Area of prohibition is described as follows:

Starting at the Point of Beginning located at the southwestern corner of Kingery Highway and 74<sup>th</sup> Street, thence to a point located 889.3 feet west to the corner of 74<sup>th</sup> Street and Eleanor Place, thence to a point located 235.4 feet southerly to the Darien-Willowbrook City boundary, thence to a point 1031.6 feet easterly along the southern Darien-Willowbrook City boundary across Kingery Highway, thence to a point located 238.4 feet northerly along north-bound Kingery Highway, thence to a point located 136.6 feet westerly across Kingery Highway to the Point of Beginning.

**PROPERTY IDENTIFICATION NUMBERS (PIN#) FOR PROPOSED  
AREA OF LIMITED GROUNDWATER ORDINANCE IN CITY OF DARIEN**

**09-27-116-007**

**09-27-116-006**

**09-27-116-005**

**09-27-116-004**

**09-27-116-003**

**09-27-116-002**

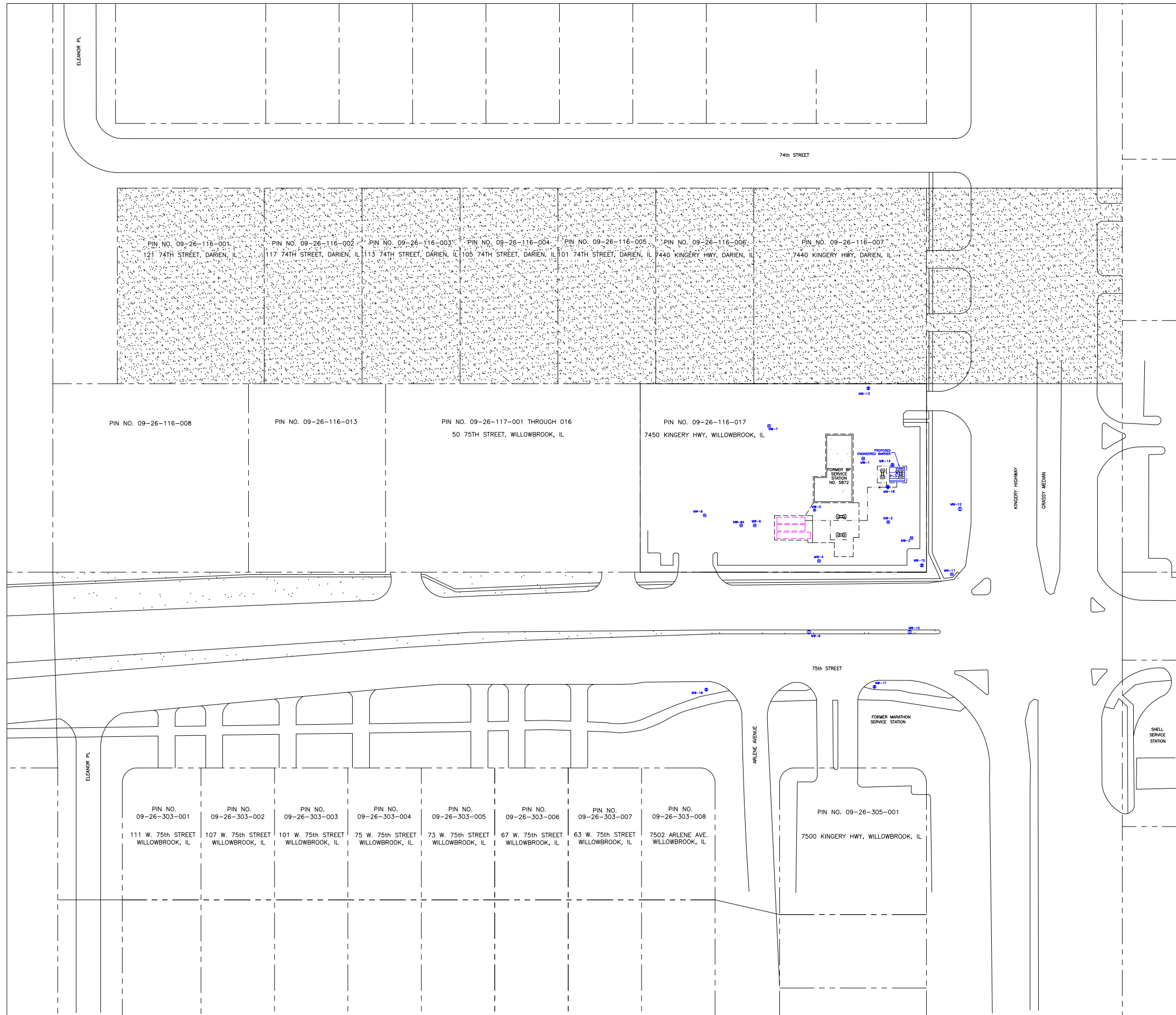
**09-26-116-001**

**Kingery Highway (Rte. 83)**




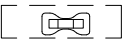

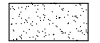
## Legal Description

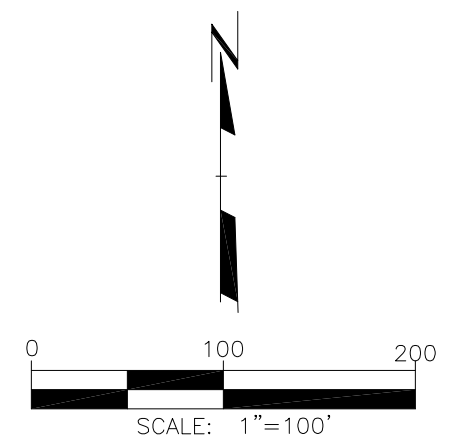
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-  PROPERTY BOUNDARY
-  MONITORING WELL
-  DESTROYED MONITORING WELL
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**EXHIBIT B**  
Former BP Service Station No. 05872  
7450 KINGERY HIGHWAY  
WILLOWBROOK, ILLINOIS

*PROPOSED AREA OF LIMITED  
GROUNDWATER ORDINANCE*

**PARSONS** 3/19/2014  
DESIGN \* RESEARCH \* PLANNING  
10 SOUTH RIVERSIDE PLAZA \* CHICAGO, ILLINOIS \* 312.930.5100

Exhibit C: Narrative of Area Covered by Groundwater Ordinance  
City of Darien



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AREA OF LIMITED GROUNDWATER ORDINANCE IN CITY OF DARIEN**

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**09-27-116-006**

**09-27-116-005**

**09-27-116-004**

**09-27-116-003**

**09-27-116-002**

**09-26-116-001**

**Kingery Highway (Rte. 83)**