

AGENDA
Municipal Services Committee
July 28, 2014
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **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
 - b. **Workout Anytime, Brookhaven Plaza, 7516 Cass Avenue** – Petitioner seeks approval of a minor PUD amendment to permit a 24-hour health club, fitness facility
 - c. **Resolution** – Wal-Mart expansion, 2189 75th Street, Darien Towne Centre: One Year Maintenance – placing this project on a 1-year maintenance and holding 10% of the original Letter of Credit amount for security
 - d. **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. **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
 - f. **Minutes** – June 23, 2014 Municipal Services Committee
4. **Director's Report**
 - a. **Liquor Licenses** – current holders
 - b. **Basins** – Weed control
5. **Next scheduled meeting** – August 25, 2014
6. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: July 28, 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.

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:

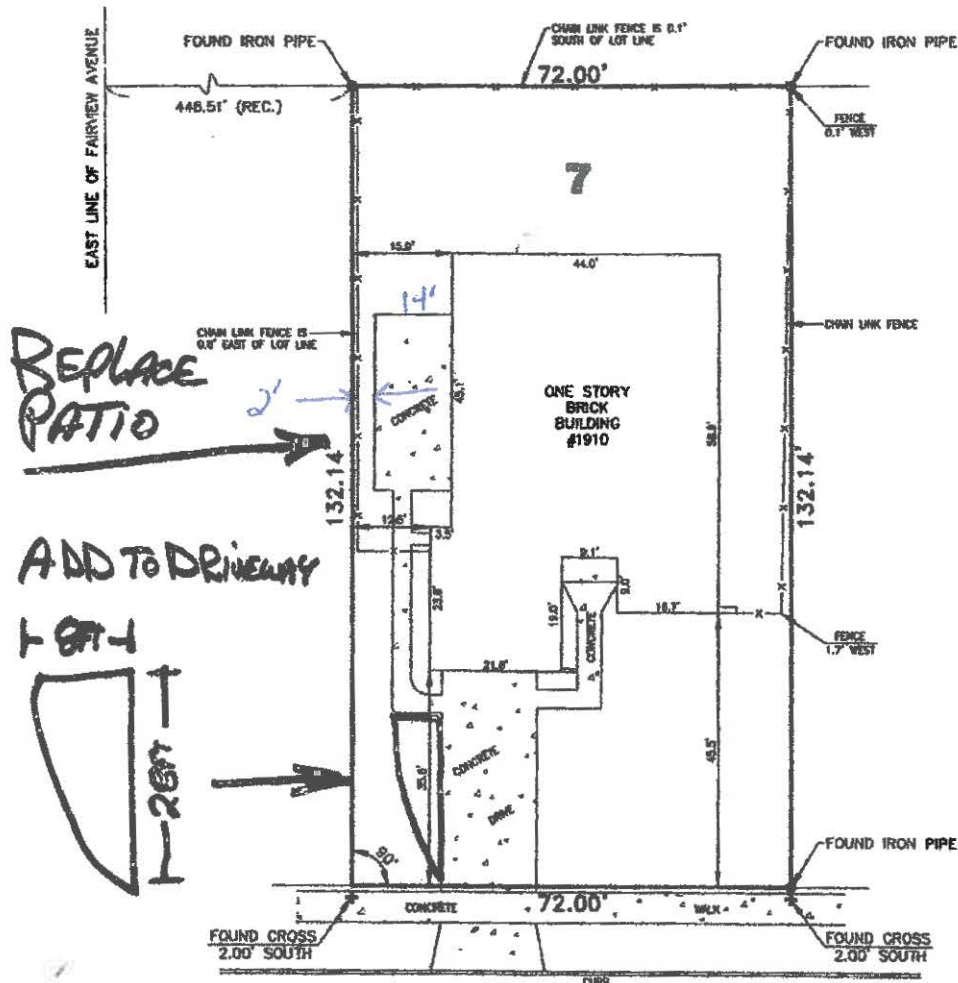
Based upon the submitted petition and the information presented, the request associated with PZC 2014-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.

Decision Mode

Planning and Zoning Commission:	July 16, 2014
Municipal Services Committee:	July 28, 2014

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 R73-85528, IN DUPAGE COUNTY, ILLINOIS.



REPLACE PATIO

ADD TO DRIVEWAY

1-8-1



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
Survey Firm Registration No. 184-025977
7808 W. 103RD STREET
PALOS HILLS, ILLINOIS 60465-1328
Phone (708) 580-3737

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.

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.

FIELD WORK COMPLETED: 3/13/14

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 3/20/14

Richard P. Urchell

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

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: July 28, 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.

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 75th 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 a façade 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 9 to 10 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 75th Street and Plainfield Road. The Brookhaven Plaza shopping center includes two outlots, Pamey'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.

Decision Mode

Municipal Services Committee: July 28, 2014

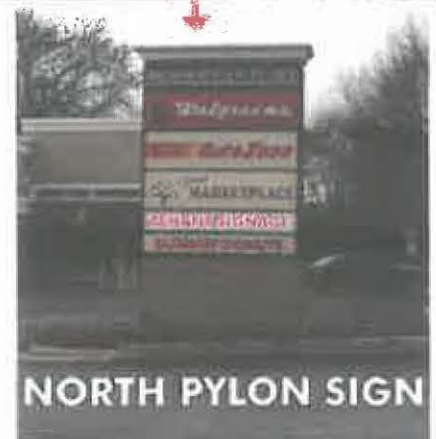
U:\DCD\MUN SERVICES & P&D COMM\MINOR PUD AMENDMENTS\Brookhaven Plaza - Workout Anytime.docx

BROOKHAVEN PLAZA RETAIL SPACE FOR LEASE

SWC 75th Street & Cass Avenue, Darien, IL



EAST PYLON SIGN



NORTH PYLON SIGN



COMMERCIAL REAL ESTATE SERVICES
9450 Wilton Road, Suite 550
Rosemont, Illinois 60018
Voice (773) 355-3000 | Fax (773) 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.

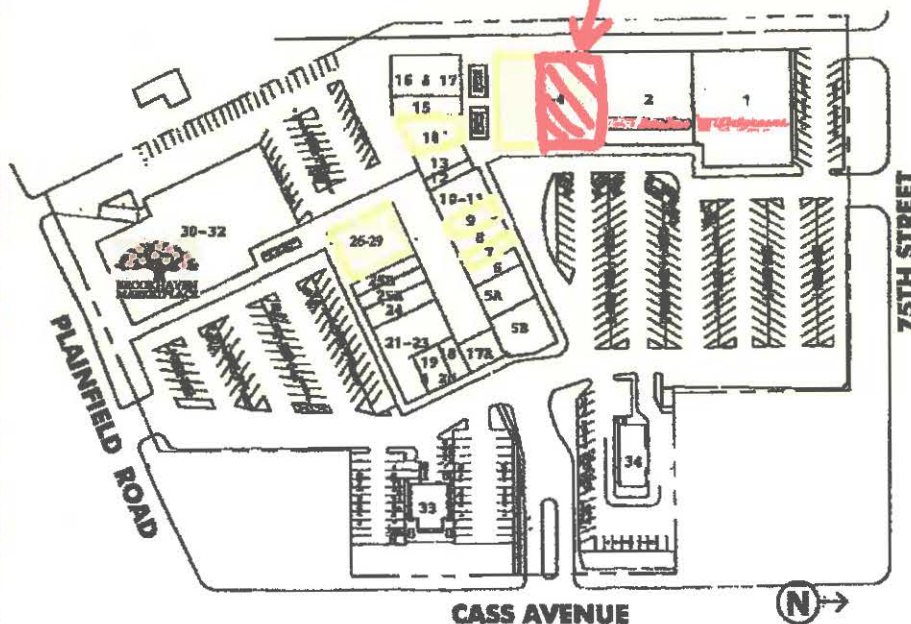
BROOKHAVEN PLAZA RETAIL SPACE FOR LEASE

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



LEE &
ASSOCIATES

COMMERCIAL REAL ESTATE SERVICES

9450 W. Bryn Mawr Avenue, Suite 550

Skokie, Illinois 60076

Main (773) 355-0000 / Fax (773) 233-0000

www.leeandassociates.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

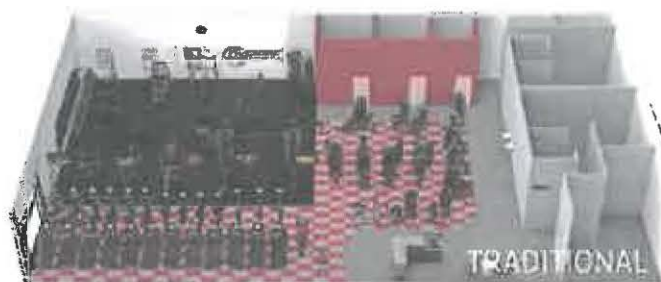


WORKOUT ANYTIME is a Full-Featured Fitness Club

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.



TRADITIONAL

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

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

WORKOUT ANYTIME CLUBS FIT IN TRADITIONAL AND NON-TRADITIONAL FLOORPLANS



NON-TRADITIONAL



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

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: July 28, 2014

Issue Statement

Walmart expansion, 2189 75th Street, Darien Towne Centre: 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 75th Street, Darien Towne Centre.

Decision Mode

Municipal Services Committee: July 28, 2014



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 L. 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

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 blue ink, appearing to read 'Daniel L. Lynch'.

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

AGENDA MEMO
Municipal Services Meeting
July 28, 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.

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 74th Street

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

Western Leg-67th Street to 75th 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:

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

STAFF RECOMMENDATION

Staff 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.

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 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

**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 (68th Street) to 75th Street and the east tributary from the Crest Road Basin (Plainfield Road) to 74th 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	
Total		<u>\$50,000</u>	

* 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
Municipal Services
July 28, 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.

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 75th 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 74th Street in Darien.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the ordinance.

ALTERNATE CONSIDERATION

Not approving the ordinance is an alternate consideration.

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,



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.

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

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 75th 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 75th 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

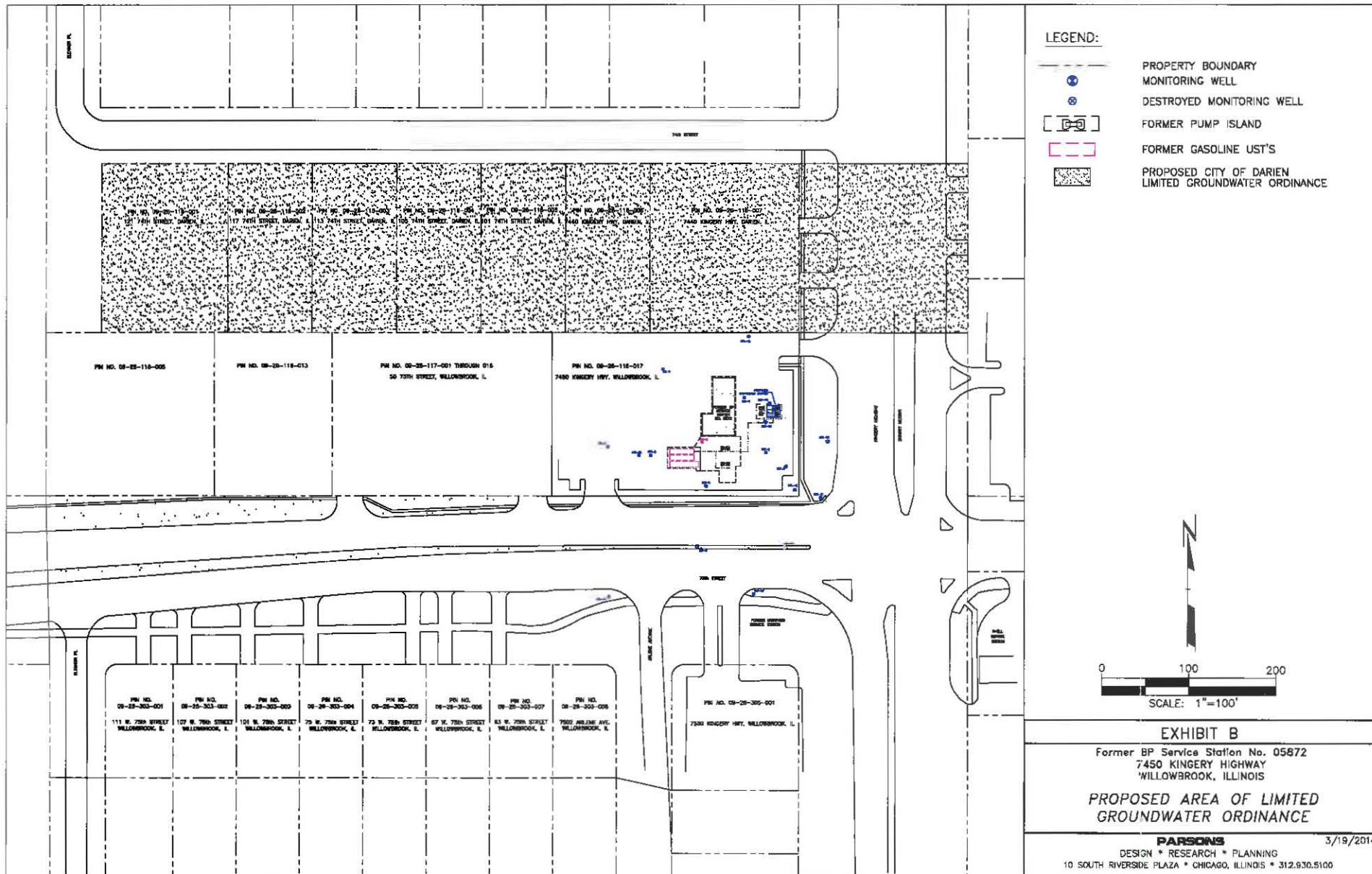


EXHIBIT C
Narrative of Area Covered by Groundwater Ordinance

**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 74th Street, thence to a point located 889.3 feet west to the corner of 74th 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)

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 75th 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 75th 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.

ORDINANCE NO.

**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.**

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A
Site Legal Description

EXHIBIT B
Proposed Groundwater Ordinance Map

EXHIBIT C
Narrative of Area Covered by Groundwater Ordinance

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
June 23, 2014**

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

ABSENT: None

ESTABLISH QUORUM

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

NEW BUSINESS

- A. Ordinance - PUD Amendment - Café Smilga, 819 83rd Street, Crossroads of Darien: Petitioner seeks approval of a Minor Amendment to an approved PUD to remove building foundation landscaping and install a patio for outdoor dining.**

Mr. Michael Griffith, Senior Planner reported that the property is located in the southwest corner of Lemont and 83rd Street. He reported that the petitioner is proposing to remove the landscaping in order to provide outdoor dining.

Alderman Seifert questioned if the proposal will affect parking.

Mr. Griffith reported that parking will not be affected. He reported that a fence will be required since they serve alcohol. He reported that a door is also required to provide direct access to the patio.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke that based upon the submitted petition and the information presented, the proposed amendment to the Crossroads of Darien PUD does meet the standards of the Darien Zoning Ordinance and move that the Municipal Services Committee recommend to the City Council approval of the request associated with this petition, subject to the fence enclosing the patio.

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

- B. Text Amendment, Zoning Ordinance: Recreational Vehicles, Trailers and Snow Plows - Consideration of a proposed text amendment to the Zoning Ordinance regarding the regulation of the outdoor storage and parking of recreational vehicles, trailers, tow dollies and snow plow blades.**

Mr. Michael Griffith, Senior Planner reported that in 2008 the City Council amended the Zoning Ordinance requiring recreational vehicles to be stored within interior side yards and rear yards, on a hard surface. He reported that staff receives complaints regarding

utility trailers and one on a tow dolly's. After going to court, we determined the language was vague as to what items are being regulated.

Mr. Griffith reported that this is an attempt to clarify the code. He reported that the details are listed in the staff agenda memo. He further reported that the resident who attended the PZC meeting and is the owner of tow dolly and suggested adjusting the Code to deal with two small items versus one.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke that based upon the submitted petition and the information presented, the request associated with PZC 2014-03 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee recommend to the City Council approval of the petition as presented.

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

C. Discussion - Class C Liquor License - Carriage Greens Country Club - Amending the Liquor Control Regulations, Section 3-3 of the City Code, amending Sunday hours of service, from beginning at noon to 10:00 a.m.

Mr. Michael Griffith, Senior Planner reported that the Carriage Greens Country Club would like to amend the hours for early morning golf outings.

Chairperson Marchese reported that Carriage Greens is the only Class C License in Darien.

Alderman Seifert stated that he would like to revisit the Liquor License Spreadsheet that is provided to the Aldermen.

Mr. Dan Gombac, Director reported that the spreadsheet is provided to the Aldermen two times per year.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Class C Liquor License - Carriage Greens Country Club - Amending the Liquor Control Regulations, Section 3-3 of the City Code, amending Sunday hours of service, from beginning at noon to 10:00 a.m.

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

D. Discussion - Class D Liquor License - Estilo Rancho Restaurant, 7511 Lemont Road - Amending the Liquor Control Regulations, Section 3-3 of the City Code, to increase the number of Class D liquor licenses from 9 to 10.

Mr. Michael Griffith, Senior Planner reported that the restaurant is located in Chestnut Court Shopping Center. He reported that the petitioner does not have a liquor license and that there is not one available.

Mr. Dan Gombac, Director reported that the petitioner is wishing to be able to serve liquor with his menu. He reported that staff has not received any complaints with this establishment.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Class D Liquor License - Estilo Rancho Restaurant, 7511 Lemont Road - Amending the Liquor Control Regulations, Section 3-3 of the City Code, to increase the number of Class D liquor licenses from 9 to 10.

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

E. Discussion - Class G Liquor License - Dry Dock Inn - Amending the Liquor Control Regulations, Section 3-3 of the City Code, amending Sunday hours of service from beginning at noon to 11:00 a.m.

Mr. Michael Griffith, Senior Planner reported that Dry Dock Inn holds a Class G Liquor License and is requesting a change to when alcohol is permitted to be sold and served on Sundays. He reported that Dry Dock Inn would like the ability to sell and serve alcohol beginning at 11:00 a.m. on Sundays.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Class G Liquor License - Dry Dock Inn - Amending the Liquor Control Regulations, Section 3-3 of the City Code, amending Sunday hours of service from beginning at noon to 11:00 a.m.

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

F. Resolution - Authorizing the purchase of one new 2015 Ford F-250 Crew Cab 2WD Pick up from Bob Ridings Ford in the amount of \$27,254.00.

Mr. Dan Gombac, Director reported that the vehicle replaces a police department hand me down van which is used for the summer staff and miscellaneous projects. He reported that the truck will be purchased through the State of Illinois Joint Purchase Program.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution - Authorizing the purchase of one new 2015 Ford F-250 Crew Cab 2WD Pick up from Bob Ridings Ford in the amount of \$27,254.00.

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

G. Resolution - Accepting a quote from Integrated Building Systems, Inc. to repair steel columns and structural support jambs and remove the existing mansard roof

façade and fascia of the building at the Public Works facility located at 1041 S. Frontage Road at a cost not to exceed \$50,800.00.

Mr. Dan Gombac, Director reported that this resolution is to repair the steel columns and structural support columns and the mansard façade and fascia of the garage at the Public Works Facility. Mr. Gombac reported that snow, ice and water are getting behind the façade.

Chairperson Marchese stated that the building needs to be revamped. He stated that the building is falling apart.

Alderman Seifert stated that a plan needs to be made for the future.

Alderman Beilke stated that the issues should be written up for discussion in a goal setting session.

Chairperson Marchese stated that this was up for discussion last year and it was not placed in the budget.

Mr. Gombac stated that an alternative suggestion is to remodel the garage and that the item will be brought forth at goal setting. Currently the proposed repairs are an urgency.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution - Accepting a quote from Integrated Building Systems, Inc. to repair steel columns and structural support jambs and remove the existing mansard roof façade and fascia of the building at the Public Works facility located at 1041 S. Frontage Road at a cost not to exceed \$50,800.00.

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

H. Discussion - To proceed with the proposed design for the Clock Tower and Fountain amenity at the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue.

Mr. Dan Gombac, Director reported that the amenity design is divided into three parts, the Base design, the Clock Tower Option and the Fountain Option. He reported on the detail of each and noted that they are in the staff agenda memo.

Mr. Gombac reported that Rose Landscaping provided a landscaping concept board at no cost to the City. Mr. Gombac shared the board with the audience.

Chairperson Marchese stated that the concept gives identity to the center.

Alderman Beilke stated that she is concerned with the cost and that she would like to see it built in phases.

Alderman Seifert stated that he was not sure about taking this on as a phase approach. He stated that he liked what staff has done. He questioned how the Chase sign is going to complement what is proposed.

Mr. Gombac reported that Chase has been cooperating and they have committed to putting in ornamental lighting in their parking lot adjacent to Cass Ave. Staff had also requested of them to change their lighting scheme to match the City's concept.

Chairperson Marchese stated that if this project is a three-year project it will never get done. He stated that he would support \$150,000.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to proceed with the proposed design for the Clock Tower and Fountain amenity at the Darien Pointe Redevelopment parcel located at Plainfield Road and Cass Avenue.

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

I. Motion - Authorizing engineering services with the County of DuPage for the replacement of streetlights within the DuPage County 75th Street Improvement Project limits.

Mr. Dan Gombac, Director reported that the City is working with DuPage County for the replacement of the streetlights through a grant. He reported that this provides the City an opportunity to replace the street lighting on 75th Street and on Cass Ave that the County removed due to the 75th Street Reconstruction Project. The City will be responsible for a 20% cost share through the grant. Mr. Gombac reported that this request authorizes the County of DuPage to proceed with the preliminary engineering and allowing the project to move forward. He further reported that the amount is not to exceed \$5,400.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to authorize engineering services with the County of DuPage for the replacement of streetlights within the DuPage County 75th Street Improvement Project limits in an amount not to exceed \$5,400.

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

J. Minutes – May 27, 2014 Municipal Services Committee

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve the May 27, 2014 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT

Mr. Dan Gombac provided an update on the condition of the gas station at Plainfield and Cass. He reported that the conditions are hideous and that the City will be going to court for the painting and sign. He reported that the owner continues to state that his intention is to remodel.

Mr. Gombac reported on the progress of the 75th Street project. He also provided an update regarding issues with last year's road paving program.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, July 28, 2014 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Seifert made a motion and it was seconded by Alderman Beilke to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:21 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Tina Beilke
Alderman

Joerg Seifert
Alderman

Updated: July 2014

11 allowed

Fee: \$1,500.00 annually

1 allowed

Prohibited Hours: Sales prohibited between 2:00 AM – 11:00 AM Monday through Saturday, 2:00 AM – 12:00 noon on Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,000 annually

Class C License:
1 allowed

Permitted Sales: Sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of sale. Sale and serving is accessory to the main purpose of operating a country club.

Live music is permitted, from a band, musical group or an individual planning an instrument. Music shall be provided by persons aged 18 and over. Music shall be provided for the dancing or listening pleasure of customers only.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Saturday, 1:00 AM – 10:00 AM on Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,000 annually

Class D License:
10 allowed

Permitted Sales: Sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. Bar service or service at tables where there is not a full menu shall take place in a separate room from the full menu restaurant.

Live music is permitted, from a band, musical group or an individual planning an instrument. Music shall be provided by persons aged 18 and over. Music shall be provided for the dancing or listening pleasure of customers only.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Friday, 2:00 AM – 10:00 AM Saturday and Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,000 annually

Class E License:
5 allowed

Permitted Sales: Sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Sale only at such location where prepackaged food is also sold and only in locations where there are no seats for consumption of food on the premises.

Prohibited Hours: Sales prohibited between 12:01 AM – 7:00 AM Monday through Saturday, 12:01 AM – 9:00 AM on Sunday.

Fee: \$1,500 annually

Class F License:
1 allowed

Permitted Sales: Sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe. Serving beer or wine for consumption on the premises while seated at a counter or bar is not permitted.

Delivery of beer or wine with carry-out orders is not permitted by the license holder or their employees.

This license is for establishments which cater primarily to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations aimed at children and their families is permitted. Also, the use of automatic amusement devices is permitted, as otherwise permitted by City Code.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Saturday, 1:00 AM – 12:00 noon on Sunday.

Fee: \$1,500 annually

Class G License:
1 allowed

Permitted Sales: Sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Friday, 2:00 AM – 11:00 AM on Saturday, 2:00 AM – 11:00 on Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,000 annually

Class H License:
2 allowed

Permitted Sales: Sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Saturday, 1:00 AM – 12:00 noon on Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,500 annually

Class I License:
1 allowed

Permitted Sales: Sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Friday, 2:00 AM – 11:00 AM on Saturday, 2:00 AM – 12:00 noon on Sunday.

The Liquor Commissioner may extend the hours of sale on special occasions, such as New Year's Eve.

Fee: \$2,500 annually

Class J License (temporary license):

Permitted Sales: Sale at retail of beer and wine for consumption only at the location and on the specified dates designated for the special event in the license. Temporary license may be granted to organizations and clubs such as, but not limited to: veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations..

This temporary license may be granted on a day to day basis, not to exceed 3 consecutive days.

Prohibited Hours: Sales authorized until 12:00 midnight Friday and Saturday, until 9:00 PM on Sunday.

Fee: \$50 daily

Class K License:
5 allowed

Permitted Sales: Sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Saturday, 1:00 AM – 12:00 noon on Sunday.

Fee: \$1,500 annually

Class L License: Repealed

Class M License:
1 allowed

Permitted Sales: Sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, public patrons or for the holding of private or limited parties or events with the rental of the premises to a third party. Sale and consumption is restricted to the premises.

Prohibited Hours: Sales prohibited between 1:00 AM – 11:00 AM Monday through Friday, 2:00 AM – 10:00 AM on Saturdays and Sundays.

Fee: \$1,000 annually

Liquor Licenses

Class License	License Num	Business Name	Street #	Street Name	Contact	Contact Phone No
A						
A-1		Brookhaven Marketplace	7516	Cass Avenue	Mr. John Manos	(630) 212-1644
A-10		Walgreens #06176	8300	Lemont Road	Mr. Jeff Jackson	(847) 527-4612
A-11		Veet Tobacco Wine & Liquor	7516	Cass Avenue, #5A	Ms. Bhavana A. Zaveri	(630) 969-2827
A-2		AVAILABLE				
A-3		Jewel Food Store # 3123	7335	Cass Avenue	Ms. Constance Zaio	(630) 948-6010
A-4		CVS Pharmacy #8501	8325	Lemont Road	Ms. Joanne Squillante	(401) 770-4506
A-5		Osco Drug Store # 3123	7329	Cass Avenue	Ms. Constance Zaio	(630) 948-6010
A-6		Aldi, Inc #80	2251	75th Street	Ms. Jeanette Meyer	(630) 879-8100
A-7		Darien Liquor	8125	Cass Avenue	Mr. Mansukhlal D. Ankola	(630) 696-5404
A-8		Wal-Mart #2215	2189	75th Street	Ms. Erin Eidson	(479) 204-6530
A-9		Walgreens #09033	7516	Cass Avenue	Mr. Jeff Jackson	(847) 527-4612
B						
B-1		Alpine Banquets, Inc.	8230	Cass Avenue	Mr. & Mrs. Stanley Kos	(630) 964-4154
C						
C-1		Carriage Way West	8700	Carriage Greens Drive	Ms. Renee	(630) 985-3400
D						
D-1		Tai San Chef	2813	83rd Street	Mr. Biyan Zhao	(630) 985-5006
D-10		Estilo Rancho Restaurant	7511	Lemont Rd	Sra. Silvia Trejo	(630) 936-8983
D-2		Patlo Restaurant of Darien, Inc.	7440	Kingery Highway	Ms. Janet Kollopoulos	(708) 430-1313
D-3		Aodake	2129	75th Street	Ms. Xiao Pan	(630) 518-8588
D-4		TGI Friday's Inc.	2201	75th Street	Ms. Dawn Walters	(972) 662-5536
D-5		La Notte Due	8123	Cass Avenue	Mr. Yogesh Patel	(630) 663-1920
D-6		Mi Hacienda	2601	75th Street	Mr. Enrique A. Rodriguez	(630) 910-2000
D-7		Old Vilnius Café	2601	75th Street	Mr. Andrius Bucas	(847) 845-3972

Class License	License Num	Business Name	Street #	Address Name	Contact	Contact Phone No
	D-8	Chuck's Southern Comforts Café and B	8025	Cass Avenue	Mr. Jim C. Pine	(708) 670-2051
	D-9	Dotty's	7516	Cass Avenue, #24	Mr. Daniel L. Fischer	(702) 265-5812
E	E-1	Darien Pantry	737	Plainfield Road	Mr. Ritesh Patel	(630) 325-8767
	E-2	Speedway #5344	8301	Lemont Road	Ms. Sharon Stevens	(937) 863-7191
	E-5	Circle K #6713	8975	Lemont Road	Ms. Carole Owings	(812) 379-9227
	E-6	Speedway #7765	7502	Cass Ave	Ms. Sharon Stevens	(937) 863-7191
	E-7	Speedway #1425	10250	Lemont Road	Ms. Sharon Stevens	(937) 863-7191
F						
G	F-1	Chuck E. Cheese	7409	Cass Avenue	Ms. Maribel Alejandro	(972) 258-5481
H	G-1	Dry Dock	1125	North Frontage Road	Mr. Mark Laha	(630) 963-0808
	H-1	Home Run Inn Corp.	7521	Lemont Road	Mr. Fred Fischer	(630) 783-9696
	H-2	Zazzo's Pizza and Catering	7360	Route 83	Mr. Dominic Barraco	(630) 655-4788
	I-1	Q Bar	8109-8115	Cass Avenue	Mr. Robert D. Taft	(630) 926-1454
K						
	K-1	Red Bowl Hibachi Grill & Sushi Buffet	7511	Lemont Rd.	Mr. Wei Lin	(630) 815-6088
	K-2	Hokkai Sushi Cuisine	2425	75th Street	Mr. Tang Yan Xiong	(262) 352-8877
	K-3	Buona	7417	Cass Avenue	Mr. Lynn Kearins	(708) 749-2333
	K-4	Café Smilga	2819	83rd Street	Mr. Vladas Kriauciunas	(630) 935-5073
	K-5	Stella's Place	2415	75th Street, Unit C2	Mr. Gary Leff	(847) 268-4964
M						
	M-1	VFW	7515	Cass Avenue, Unit J	Mr. Mathew A. Goodwin	