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

of the City Council of the

**CITY OF DARIEN**

November 4, 2013

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [October 21, 2013](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — [13-14-12](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Approve [an Ordinance Authorizing the Sale of Personal Property Owned by the City of Darien](#) (Printers, Cameras, Answering Machine, Computers, Laptop, Transcriber, Video Cassette Recorder, Bikes and Miscellaneous Items)
  - B. Consideration of a Motion to Approve an Ordinance Approving a Special Use to the Darien Zoning Ordinance for an Eating Establishment (PZC 2013-07: [Stella's, Marketplace at Darien, 2415 75th Street](#))
  - C. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-11, Class K License of the Darien City Code](#) (Increase the Number of Class K Liquor Licenses from 4 to 5)
  - D. Consideration of a Motion to Approve [an Ordinance Amending the City Code of the City of Darien Title 6B, Chapter 1 Stormwater and Floodplain Management](#)
  - E. Consideration of a Motion to Approve [an Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply](#) by the Installation or Use of Potable Water Supply Wells or by any Other Method within a Certain Area in the City of Darien, Illinois (Amending Title 6c, "Water Division", by Repealing Chapter 5 and Adding New Chapter 5, "Regulation of Potable Water Supply Wells in a Designated Area of the City of Darien, Illinois"), Thereto
  - F. Consideration of a Motion to Approve [a Resolution Accepting a Proposal from All Star Maintenance Incorporated to Provide Snow Plowing and Deicing Services](#) for the Parking Lot and Walkways at the Darien Heritage Center and the Sidewalk Plowing and Deicing Services at the Municipal Complex at the Proposed Schedule of Prices through April 30, 2014
  - G. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$20,500.00 for the Surveying and Engineering Redesign of the Open Ditch and Storm Water Conveyance System for Iris Road
17. New Business
  - A. Consideration of a Motion to Approve [a Resolution Authorizing the City Administrator to Purchase a Konica 654 Copier](#) from Illinois Paper in an Amount not to Exceed \$11,750
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 21, 2013 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:10 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**OCTOBER 21, 2013**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Boy Scout Troop 55 led the Council and audience in the Pledge of Allegiance. Mayor Weaver shook hands and distributed City of Darien pins to each scout.

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

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

Absent: None

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – October 7, 2013 City Council Meeting

It was moved by Alderman Seifert and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of October 7, 2013 as amended to correct the spelling of Jim Kiser’s name on page 4, Item C.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received a complaint from a resident on the 1600 block of Claremont regarding overnight parking on the street; this complaint will be addressed by the Police Department.

Alderman Beilke received communication from Don Klemz on the 6700 block of Bentley expressing gratitude for the successful ditch repair.

8. **MAYOR’S REPORT**

**A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE HOLIDAY HOME DECORATING COMMITTEE: JEANNETTE CAMPO, JIM KISER, GERRY LEGANSKI, AND THE APPOINTMENT OF NEW MEMBER, ELIZABETH HAYES.**

It was moved by Alderman McIvor and seconded by Alderman Marchese to approve the reappointment of members to the Holiday Home Decorating Committee: Jeannette Campo, Jim Kiser, Gerry Leganski, and the appointment of new member, Elizabeth Hayes.

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

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Jeanette Campo, Jim Kiser and Gerry Leganski.

**B. DARIEN CHAMBER OF COMMERCE UPDATE**

Clare Bongiovanni provided an update as follows:

- Announced 2013 Darien Chamber Excellence Award Finalists: Goers Dental; Vein Center at University Medicine; Burr Ridge Veterinary Clinic; Uni-Carrier; Carmelite Carefree Village; JAK Graphic Design; and The Keyboard Touch.
- The Darien Chamber Excellence Awards will be presented on November 14, 2013 at 11:30 A.M. at Chuck's Southern Comforts Café.
- Encouraged residents to Shop Local Shop Darien, and to purchase the preferred cards at City Hall for \$5.
- Congratulated The Goddard School on their award of Rookie of the Year for quality assurance, health, and safety.
- Caldwell, Coren, and Sceggel has moved to a new location at 7900 Cass Avenue, Suite 170; and will be celebrating with a Ribbon Cutting Ceremony on November 21, 2013 at 5:00 P.M.
- Announced the Darien Historical Tree Lighting Ceremony will be held on December 1, 2013 at Old Lace School at 4:00 P.M.
- Announced the Holiday Extravaganza will be held on December 7, 2013 at Home Run Inn from 11:00 A.M. to 3:00 P.M.; Chestnut Court will join in the celebration with special sales and events throughout the mall including Mr. and Mrs. Claus.

9. **CITY CLERK'S REPORT**

City Clerk Ragona provided a brief history of the Darien Identification Vehicle Sticker Program which began in 1992. She read the list of non-profit organizations who were offered the opportunity to participate. Since Darien Chamber of Commerce was the only organization to express an interest in participation, they were declared the winner. Clerk Ragona advised the stickers should be available by January 1, 2014.



10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana provided an update on a public notice received from the DuPage Housing Authority which stated the general wait list is open for the Section 8 General Rental Assistance Program in the Seniors building at Ogden Manor Apartments. Interested parties may call DuPage Housing Authority at 630-355-4333 Monday through Friday between 9:00 A.M. and 3:00 P.M. He added that the DuPage Housing Authority has been invited to attend a future City Council Meeting to provide information on their programs.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Deputy Chief Cooper introduced Officer Hruby and K9 Officer Niko. Officer Hruby provided a report on K9 Niko’s origins, abilities, and training.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 13-14-11**

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve payment of Warrant Number 13-14-11 in the amount of \$530,098.32 from the enumerated funds; and \$253,689.53 from payroll funds for the period ending 10/03/13; for a total to be approved of \$783,787.85.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

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

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

General Fund: Revenue \$6,823,599; Expenditures \$5,162,459;  
Current Balance \$3,432,148

<u>Water Fund:</u>	Revenue \$1,784,495; Expenditures \$1,991,051; Current Balance \$665,939
<u>Motor Fuel Tax Fund:</u>	Revenue \$232,214; Expenditures \$191,255; Current Balance \$333,668
<u>Water Depreciation Fund:</u>	Revenue \$61,017; Expenditures \$87,420; Current Balance \$716,315
<u>Capital Improvement Fund:</u>	Revenue \$3,116,198; Expenditures \$2,323,496; Current Balance \$4,603,799
<u>Capital Projects Debt Service Fund:</u>	Revenue \$481,996; Expenditures \$86,838; Current Balance of \$403,019

13. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for October 28, 2013 at 6:30 P.M. in the Council Chambers.

**Police Committee** – Chairman McIvor submitted the minutes from the August 19, 2013 Police Committee Meeting. She announced the next meeting is scheduled for November 18, 2013 at 6:00 P.M. in the Council Chambers.

**Police Pension Board** – Treasurer Coren announced the next quarterly meeting of the Police Pension Board is scheduled for October 30, 2013 at 7:00 P.M. in the Police Training Room.

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for November 4, 2013 at 6:00 P.M. in the upstairs conference room.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

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

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

- A. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN’S CLUB**
- B. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DEPARTMENT OF ENERGY EMPLOYEE ASSOCIATION**
- C. **A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2013-2014**
- D. **A MOTION TO APPROVE A TRANSFER FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$847,422**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no new business.

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

On behalf of the Darien Lions Club, Alderman Marchese thanked the residents for their donations to Candy Days. He noted that he had an opportunity to visit the camp where donated funds are distributed, and found it to be a rewarding experience. He added that donations may be made to the Darien Lions Club at 1702 Plainfield Road.

Alderman Belczak announced the Darien Lions Club will be hosting their annual Halloween Party for children of all ages at the Sportsplex on October 31, 2013 at 6:30 P.M.; admission is free with games, prizes and ice cream.

Administrator Vana announced the Goal Setting Session is scheduled for November 13, 2013 at 6:30 P.M. in the Police Department Training Room.

Deputy Chief Cooper advised that, although Halloween hours are not regulated, he recommended children follow safety precautions such as carrying flashlights, wearing reflective material on clothing, and be accompanied by parent(s).

Mayor Weaver invited the members of Boy Scout Troop 55 to meet with her following the City Council Meeting.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:05 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-21-13.  
Minutes of 10-21-13 CCM

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
November 4, 2013**

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

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

General Fund		<b>\$66,347.03</b>
Water Fund		<b>\$10,505.53</b>
Motor Fuel Tax Fund		<b>\$678.60</b>
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		<b>\$121,836.56</b>
Special Service Area Tax Fund		
<b>Subtotal:</b>		<b><u>\$ 199,367.72</u></b>
General Fund Payroll	10/17-10/31/13	<b>\$ 443,495.78</b>
Water Fund Payroll	10/17-10/31/13	<b>\$ 33,723.83</b>
<b>Subtotal:</b>		<b><u>\$ 477,219.61</u></b>
<b>Total to be Approved by City Council:</b>		<b><u>\$ 676,587.33</u></b>

**Approvals:**

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Kathleen Moesle Weaver, Mayor

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JoAnne E. Ragona, City Clerk

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Michael J. Coren, Treasurer

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Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIS	SEPTEMBER 2013 COMPUTER SERVICES	Consulting/Professional	2,103.75	4325
CALL ONE, INC.	PHONE AND DATA LINES	Telephone	3,719.49	4267
FedEx	OVERNIGHT SHIPPING	Postage/Mailings	136.56	4233
MUNICIPAL WEB SERVICES	SEPTEMBER 2013 WEBSITE SERVICES	Consulting/Professional	353.25	4325
OFFICE DEPOT	SUPPLIES	Supplies - Office	38.85	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	52.31	4253
OFFICE DEPOT	CREDIT RETURNED ITEM ON INV 677643631001	Supplies - Office	(33.59)	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	106.85	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	124.89	4253
SAM'S CLUB	ANNUAL MEMBERSHIP FEE	Dues and Subscriptions	75.00	4213
SAM'S CLUB	ANNUAL SERVICE FEE	Dues and Subscriptions	50.00	4213
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL PRODUCTS	Maintenance - Building	<u>172.70</u>	4223
		Total Administration	6,900.06	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ILLINOIS STATE POLICE	MATT GOODWIN FINGERPRINT FEE - VFW POST 2838	Boards and Commissions	36.50	4205
		Total City Council	36.50	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	75TH STREET - PLAINFIELD TO ADAMS	Consulting/Professional	538.99	4325
LIZ LAHEY	SECRETARIAL SERVICES - JUNE 24 THRU OCTOBER 21, 2013	Boards and Commissions	300.00	4205
LIZ LAHEY	SECRETARIAL SERVICES - JUNE 24 THRU OCTOBER 21, 2013	Boards and Commissions	(300.00)	4205
LIZ LAHEY	SECRETARIAL SERVICES - JUNE 24 - OCT 21, 2013	Boards and Commissions	310.00	4205
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7005 HIGH ROAD	Const/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7714 GAIL	Const/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1129 69TH STREET	Const/Prof Reimbursable	200.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 3216 STEWERT	Const/Prof Reimbursable	200.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7700 LYMAN	Const/Prof Reimbursable	200.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8535 MEADOW	Const/Prof Reimbursable	100.00	4328
			1,748.99	
			Total Community Development	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CARROLL DISTRIBUTING	ASPHALT RAKE	Small Tools & Equipment	109.20	4259
CENTRAL SOD FARMS	SOD FOR RESTORATION ON GRANT COURT	Supplies - Other	260.00	4257
CHICAGO INTERNATIONAL TRUCKS	#109 ANTIFREEZE LEAK CHECK	Maintenance - Vehicles	127.42	4229
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	67.19	4219
CLASSIF FENCE, INC.	FENCE AT CITY HALL/POLICE DEPARTMENT	Maintenance - Building	38,270.00	4223
COM ED	STREET LIGHTS - ACCT 0788318007	Street Light Oper & Maint.	930.78	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	8.50	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 6753122017	Street Light Oper & Maint.	78.13	4359
DAS ENTERPRISES, INC.	HAULING FOR DRAINAGE PROJECTS & TREE REMOVAL SCRAPING	Supplies - Other	790.00	4257
DAS ENTERPRISES, INC.	HAULING FOR DRAINAGE PROJECTS & TREE REMOVAL SCRAPING	Drainage Projects	1,599.75	4374
DUPAGE TOPSOIL, INC.	DIRT FOR TREE RESTORATIONS	Supplies - Other	120.00	4257
DUPAGE TOPSOIL, INC.	DIRT FOR PICKED UP FOR STREET DEPT RESTORATIONS	Supplies - Other	80.00	4257
DUPAGE TOPSOIL, INC.	DIRT PICKED UP FOR RESTORATIONS (STREET DEPARTMENT)	Supplies - Other	120.00	4257
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE	Maintenance - Building	124.50	4223

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
GRAINGER	DRUM PUMP & DRUM DOLLY FOR WINDSHIELD WASHER SOLVENT	Maintenance - Equipment	211.91	4225
HOMER TREE CARE, INC.	EMERGENCY TREE PRUNING - DEAD WOOD	Tree Trim/Removal	200.00	4375
INDUSTRIAL ELECTRICAL SUPPLY	LIGHT BULBS - P.D. BOOKING ROOM	Maintenance - Building	25.50	4223
ISA REGISTRATION	JOHN CARR 2014 CERTIFIED ARBORIST RE-CERTIFICATION	Training and Education	250.00	4263
JOHN DEERE LANDSCAPES	SEE & FERTILIZER	Supplies - Other	137.59	4257
JSN CONTRATORS SUPPLY	GLOVES & SAFETY GLASSES	Liability Insurance	126.00	4219
LAWSON PRODUCTS INCORPORATED	FITTINGS FOR MECHANIC	Maintenance - Equipment	426.25	4225
McMASTER-CARR SUPPLY CO.	NOZZLES FOR WATERDOG	Maintenance - Building	38.85	4223
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	53.29	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	51.99	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	89.59	4253
OFFICEMAX CONTRACT INC.	REFUND FOR RETURN FROM INVOICE 537448	Supplies - Office	(48.00)	4253
PATTEN INDUSTRIES, INC.	#204 PINS	Maintenance - Equipment	15.54	4225
RED WING SHOES	UNIFORMS - BRUZAN, HERMAN, KOUDELIK	Liability Insurance	613.00	4219
RED WING SHOES	UNIFORMS - BRUZAN, HERMAN, KOUDELIK	Uniforms	30.00	4269
RED WING SHOES	UNIFORMS - BRUZAN, HERMAN, KOUDELIK, ONCHUCK, PISCITIELLO	Uniforms	687.15	4269
RIC MAR INDUSTRIES, INC.	ADDITIVE FOR DIESEL FUEL/AEROSOLS FOR MECHANIC	Maintenance - Equipment	393.00	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
TRAFFIC CONTROL AND PROTECTION	FLARED LEG BRACKETS FOR SIGNS	Supplies - Other	112.45	4257
TRUGREEN	FERTILIZATION	Forestry	1,685.70	4350
TRUGREEN	FERTILIZATION	Forestry	(1,685.70)	4350
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	81.40	4223
US GAS	ACETYLENE TANK	Maintenance - Building	91.68	4223
WEST SIDE TRACTOR SALES	REPAIR PARTS UNIT 203	Maintenance - Equipment	568.13	4225
WEST SIDE TRACTOR SALES	CREDIT	Maintenance - Equipment	<u>(555.00)</u>	4225
		Total Public Works, Streets	46,285.79	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ANTON HRUBY	UNIFORM ALLOWANCE	Uniforms	58.43	4269
CANON SOLUTIONS AMERICA, INC.	SERVICE AGREEMENT	Maintenance - Equipment	131.40	4225
COMCAST	CABLE BOXES	Telephone	8.52	4267
EDWARD P. RENTKA	UNIFORM ALLOWANCE	Uniforms	32.31	4269
FEDERAL SIGNAL CORP.	LIGHT AND LENS	Maintenance - Vehicles	165.00	4229
GREGORY J. CHEAURE'	EXPENSE REIMBURSEMENT FOR IACP CONFERENCE	Travel/Meetings	1,492.95	4265
GREGORY J. CHEAURE'	UNIFORM ALLOWANCE	Uniforms	103.43	4269
MARINA LISKA	UNIFORM ALLOWANCE	Uniforms	105.15	4269
MARK A. BOZEK	UNIFORM ALLOWANCE	Uniforms	64.34	4269
NORTHEAST MULTIREGIONAL TRNG	DOUGLAS J. RUMICK - BREATH ANALYSIS FOR ALCOHOL TRAINING	Training and Education	175.00	4263
OHIO CALIBRATION LABS	RADAR EQUIPMENT CERTIFICATION	Maintenance - Equipment	12.00	4225
PETTY CASH	PETTY CASH REIMBURSEMENT - POLICE DEPARTMENT	Investigation and Equipment	48.55	4217
PETTY CASH	PETTY CASH REIMBURSEMENT - POLICE DEPARTMENT	Public Relations	10.82	4239
PETTY CASH	PETTY CASH REIMBURSEMENT - POLICE DEPARTMENT	Supplies - Office	26.86	4253
PETTY CASH	PETTY CASH REIMBURSEMENT - POLICE DEPARTMENT	Travel/Meetings	164.66	4265
PUBLIC SAFETY DIRECT	D2 REPAIR	Maintenance - Vehicles	51.00	4229
PUBLIC SAFETY DIRECT	D13, D2 & D8 REPAIRS	Maintenance - Vehicles	213.75	4229
RAY O'HERRON CO. INC.	WILLIAM WHITESIDES - UNIFORM	Auxiliary Police	39.99	4203
RAY O'HERRON CO. INC.	CREDIT FROM 9-16-11	Uniforms	(87.95)	4269
RAY O'HERRON CO. INC.	CREDIT FROM 12-30-11	Uniforms	(40.90)	4269
RAY O'HERRON CO. INC.	CREDIT FROM 10-22-12	Uniforms	(2,250.00)	4269

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
RAY O'HERRON CO. INC.	CREDIT FROM 1-29-13	Uniforms	(10.05)	4269
RAY O'HERRON CO. INC.	CREDIT FROM 10-1-13	Uniforms	(13.00)	4269
RAY O'HERRON CO. INC.	DAVID STOCK - UNIFORM ALLOWANCE	Uniforms	22.23	4269
RAY O'HERRON CO. INC.	MARK BOZEK - UNIFORM ALLOWANCE	Uniforms	36.60	4269
RAY O'HERRON CO. INC.	LAUREN RENNER - UNIFORM ALLOWANCE	Uniforms	129.94	4269
RAY O'HERRON CO. INC.	JOHN COOPER - UNIFORM ALLOWANCE	Uniforms	12.95	4269
RAY O'HERRON CO. INC.	DAVID STOCK - SERGEANT UNIFORM ITEMS	Uniforms	74.00	4269
RAY O'HERRON CO. INC.	JOHN COOPER - UNIFORM ALLOWANCE	Uniforms	549.05	4269
RAY O'HERRON CO. INC.	DAVID MILAZZO UNIFORM ALLOWANCE	Uniforms	276.97	4269
TREASURER, STATE OF ILLINOIS	FUND 0958 - GEN SEX OFFENDER AWARENESS TRAINING & EDUCATION	Investigation and Equipment	30.00	4217
		Total Police Department	1,634.00	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - 11-1-13 TO 11-30-13	Utilities (Elec,Gas,Wtr,Sewer)	141.69	4271
N. BATISTICH ARHITECTS	PHASE 2 EVALUATION - HERITAGE CENTER	Maintenance - Grounds	9,600.00	4227
		Total Business District	9,741.69	
		Total General Fund	66,347.03	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CALL ONE, INC.	PHONE AND DATA LINES	Telephone	656.39	4267
CATCHING FLUID POWER, INC.	HYDRAULIC HOSE FITTINGS FOR TRASH PUMP & POWER PACK	Maintenance - Water System	601.98	4231
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES	Liability Insurance	67.18	4219
	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	468.35	4271
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE - ACCT 6149050015	Utilities (Elec,Gas,Wtr,Sewer)	56.06	4271
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 1389036061	Utilities (Elec,Gas,Wtr,Sewer)	247.58	4271
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD ROAD - ACCT 0185101035	Utilities (Elec,Gas,Wtr,Sewer)	1,523.19	4271
CONSTELLATION NEW ENERGY, INC.	9 S 720 LEMONT ROAD - ACCT 4105091007	Utilities (Elec,Gas,Wtr,Sewer)	88.13	4271
CONSTELLATION NEW ENERGY, INC.	18 W 736 MANNING - ACCT 0171115094	Utilities (Elec,Gas,Wtr,Sewer)	165.57	4271
CONSTELLATION NEW ENERGY, INC.	2101 W. 75TH STREET	Utilities (Elec,Gas,Wtr,Sewer)	47.23	4271
DAS ENTERPRISES, INC.	HAULING MAIN BREAK SPOILS	Maintenance - Water System	2,396.07	4231
ENVIRO-TEST & PERRY LABS	PH SOIL SAMPLES FROM MAIN BREAK DIGS	Maintenance - Water System	43.50	4231
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICES - 1041 S. FRONTAGE	Maintenance - Building	124.50	4223
HACH COMPANY	REPAIR OF CL-17 CHLORINE ANALYZER @ PLANT #2	Maintenance - Water System	1,060.39	4231
HCI TRANSPORTATION	SEAL KITS FOR HYDRAULIC PUMP ON TRUCK 404	Maintenance - Equipment	108.80	4225
HD SUPPLY WATERWORKS	REPAIR CLAMPS & BLUE MARKING FLAGS	Maintenance - Water System	609.73	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	EMERGENCY 10-IN WATER MAIN PURCHASE & REPAIR CLAMPS	Maintenance - Water System	1,923.30	4231
JSN CONTRATORS SUPPLY	GLOVES & SAFETY GLASSES	Liability Insurance	126.00	4219
McMASTER-CARR SUPPLY CO.	NOZZLES FOR WATERDOG	Maintenance - Water System	38.85	4231
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	53.28	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	45.27	4271
NICOR GAS	1897 MANNING DR. - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	8.79	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	45.39	4271
TRUGREEN	FERTILIZATION	Maintenance - Building	(290.00)	4223
TRUGREEN	FERTILIZATION	Maintenance - Building	(10.00)	4223
TRUGREEN	FERTILIZATION	Maintenance - Building	10.00	4223
TRUGREEN	FERTILIZATION	Maintenance - Building	290.00	4223
		Total Public Works, Water	10,505.53	
		Total Water Fund	10,505.53	



**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/22/2013 Through 11/4/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
QUARRY MATERIALS	ASPHALT FOR PATCHES	Road Material	255.32	4245
QUARRY MATERIALS	ASPHALT FOR PATCHES	Road Material	<u>423.28</u>	4245
		Total MFT Expenses	<u>678.60</u>	
		Total Motor Fuel Tax	678.60	

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 10/22/2013 Through 11/4/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CARROLL DISTRIBUTING	SONOTUBE & SILT FENCE FOR 79TH STREET PROJECT	Ditch Projects	71.96	4376
CARROLL DISTRIBUTING	WOOD LATHES & FLAGGING TAPE - ELEANOR DITCH PROJECT	Ditch Projects	67.96	4376
DAS ENTERPRISES, INC.	TRUCK HAULING FOR 79TH STREET PROJECT	Ditch Projects	1,659.00	4376
E.F. HEIL LLC	DUMP FEES FOR 79TH STREET PROJECT	Ditch Projects	1,485.00	4376
FREEHILL ASPHALT, INC.	2013 CRACK SEAL PROGRAM	Crack Seal Program	99,770.40	4382
J. G. DEMO, INC.	CONCRETE CURB/SIDEWALK - 79TH STREET PROJECT	Ditch Projects	5,299.60	4376
SCORPIO CONSTRUCTION GROUP	PATCH AT 79TH & FARMINGDALE	Ditch Projects	12,600.00	4376
VULCAN CONSTRUCTION MATERIALS	DORCHESTER	Ditch Projects	882.64	4376
		Total Capital Fund Expenditures	121,836.56	
		Total Capital Improvement Fund	121,836.56	
Report Total			199,367.72	

**PETTY CASH DISBURSEMENTS  
POLICE DEPARTMENT**

10/24/2013

Receipt #	Account #	Date	Description	Amount
1	01-40-4265	7/16/13	Water for Receptions (Aldi)	\$ 4.66
	01-40-4253	7/16/13	Dish Soap (Aldi)	\$ 2.05
2	01-40-4265	7/16/13	Emerg. Mgmt. Meeting Cooper & Piccoli	\$ 40.00
3	01-40-4217	8/5/13	Ice, Wood & Screws for Range	\$ 17.14
4	01-40-4217	8/14/13	Electrical Tape for Carbines-Range	\$ 10.48
5	01-40-4217	9/5/13	Tape for Evidence-Piccoli	\$ 7.55
6	01-40-4239	9/6/13	Rope & Cables for Sr. Sign at Darien Fest	\$ 10.82
7	01-40-4217	9/6/13	Duct Tape for Evidence-Cheaure	\$ 7.57
8	01-40-4217	8/28/13	Ice for Range-Topel	\$ 1.52
9	01-40-4265	9/11/13	SLEAP Meeting-Kopta	\$ 9.00
10	01-40-4253	9/13/2013	Thank You Card for OLOP & Get Well Card	\$ 14.59
			<b>VOIDED</b>	
12	01-40-4253	9/26/13	Keys for (3) Cabinets - Cooper	\$ 6.45
13	01-40-4253	9/22/13	Bug Spray for Downstairs Kitchen-Piccoli	\$ 3.77
14	01-40-4265	9/26/13	Parking for Cooper at McCormick Place	\$ 21.00
15	01-40-4265	10/15/13	Homeland Security Mtg. Cooper & Piccoli	\$ 40.00
16	01-40-4217	10/17/13	Bungee Cords-Range - Greenaberg	\$ 4.29
17	01-40-4265	10/24/13	DuPage Chiefs Mtg. - Brown & Cooper	\$ 50.00

RECEIPTS \$ 250.89

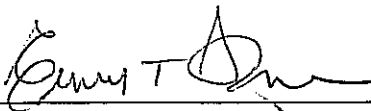
Cash on Hand \$ 49.11

**Amount to Reimburse \$ 250.89**

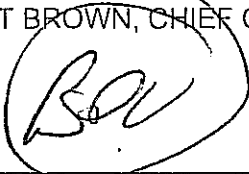
TOTAL \$ 300.00

Account Totals:

Acct. #	Total
01-40-4217	\$ 48.55
01-40-4239	\$ 10.82
01-40-4253	\$ 26.86
01-40-4265	\$ 164.66
<b>TOTAL</b>	<b>\$ 250.89</b>



ERNEST BROWN, CHIEF OF POLICE



BRYON D. VANA, ADMINISTRATOR

**AGENDA MEMO  
CITY COUNCIL  
November 4, 2013**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, Public Surplus, or disposed of:

<b>NO.</b>	<b>DESCRIPTION</b>	<b>REASON FOR AUCTION</b>
1	Color Laser Jet 255OL Printer Serial #CNGFH16301 Mfg. 2004	Broke-does not work
2	Staples Disk Shredder Serial #0610103437	Broke-does not work
3	Targus Laptop Cool Pad Modal PA248	Broken
4	Panasonic CF-28 Laptop -3DKYAO6910	Out Dated
5	Keyboard	Old
6	(5) LCD Monitors	Burned Out
7	Plastic Disk Storage Box	Outdated-No Use to PD
8	Dell Optiplex 740 CPU #52LIRC1	Old-No use to PD
9	Gateway 510 CX CPU #52L1RC1 (2003)	Old-No use to PD
10	HP Deskjet 6122 Printer Serial #20B50404X8 (2005)	Broke-does not work
11	HP Desk Jet 6122 Printer	Broke-does not work
12	Minolta Micro Film Reader RP606Z – COD #34	Broke-does not work
13	APC Batt BU #RS900	Broke-does not work
14	(5) Mouse – No USB Plug	Old-no use to PD
15	Kona Blast Bike 26” Boys Serial #907K0592 License #3045 17” Frame	No use to PD
16	Trek Boys Bike Serial #WTUE089204RN License #3030 Saddle Bag - 18” Frame	No Use to PD
17	Raleigh 7005 Series Boys Bike Serial #905187707 License #3022 Saddle Bag – 19” Frame	No Use to PD
18	Kona Blast Boys Bike Serial #F41LK2427 License #3025 Saddle Bag – 19” Frame	No Use to PD
19	FuJi 7005 Series Boys Bike Serial #IF9C0124 License #3026 Saddle Bag – 19” Frame	No Use to PD
20	Kona Koss Boys Bike Serial #F603Y02424 License #3024 Saddle Bag – 21” Frame	No Use to PD

21	Kona Blast Boys Bike License #3046 Saddle Bag – 18” Frame	No Use to PD
22	(2) Garrity 6 Volt Battery Flashlights No Batteries Included	No Use to PD
23	Sony Microcassette transcriber M-2000 Serial #44886 w/peddle & Headphones	No Use to PD
24	PhoneMate Answering Machine Model 84000 No Power Cord	No Use to PD
25	Sony Digital Mavica Diskette 1.6 Megapixel Camera w/charger	No Use to PD
26	Cannon AE1 Camera Body only 35 M - Broken battery door	Broke – no lenses
27	Fuji film S3000 Fine Pix 3.2 Megapixel Camera Uses XD 512 Chip, w/camera bag and cord	No Use to PD
28	Polaroid Spectra 2 Camera. Includes bag, magnifier, one pack of film and picture replicator box	No Use to PD
29	Sony Digital Mavica Diskette 2.0 Megapixel w/Charger	No Use to PD
30	(2) Digitrex Digital Still Camera 3 megapixel w/software, cables & 1 soft case. One camera has broken door.	No Use to PD
31	Nixon Cool Pix S9050 Camera. Broke-Lens will Not retract. With camera case & some software	No Use to PD
32	(4) unknown condition video surveillance cameras 2-Unknown brands, 2-Ganz Model FC62D	No Use to PD
33	Eos Rebel S Cannon 35M film SLR. Comes with Zoom Lens EF35-105mm. Battery dead-untested.	No Use to PD
34	Vigor Bike Helmet	No Use to PD
35	Canon AT-1 35M SLR Film Camera Includes: Canon Extension Tube Model FD25, Vivitar Auto THYRISTOR Strobe Light, - Model 2800 (Batteries leaked inside), Roll of film, Telephone Tokina AT-X Lens SD80-200MM and a Kalt hard carrying case	No Use to PD
36	Sony Video Cassette Recorder VHS Hi-Fi, Model SLV-R1000 No remote.	No Use to PD
37	Sony Digital Photo Printer, Model DPP-SV88 Included (4) pkgs. Of print cartridge and photo paper kits #SVM-25LS	No Use to PD
38	Panasonic VHS Video Player HI-Fi, Model AG2580 w/remote	No Use to PD
39	GVI Color Multiplexor, Model #GV-MUX16TC	No Use to PD
40	GVI 24-Hr. Video Recorder, Model GVHS960TL	No Use to PD
41	Sony Trinatron Color Video CRT Monitor, Model #SSM-14N5U	No Use to PD
42	Brother EM-43- Electric Typewriter – Works	No Use to PD
43	Brother EM-43 Electric Typewriter, with (2) Ribbons	No Use to PD
44	(5) Softsided pistol gun cases – different sizes	No Use to PD
45	Whelen Engineering Co. LFL412 Strobe Power Supply For LFL Light Bar. Mfg. 7/02 Used	No Use to PD
46	(4) Whelen 500 Series 5mm LED Steady Burn Lights 2-Blue, 2-Red Mfg. 7/02 Used	No Use to PD
47	Assorted Box of Whelen LFL Light Bar Lenses-Used A lot of Clear, some red and some blue	No Use to PD
48	Assorted box of Whelen LFL Parts, including strobe tubes, Halogen take down lights and alley lights and lamp holders. Also includes wiring harness for a LFL strobe bar with LEDs	No Use to PD
49	(1) Joe Blow Sport Bicycle Air Pump	No Use to PD
50	Canon AE1 35m Single Lens Relfex Film Camera w/Canon Macro lens FD 50M 1:3.5 Canon Lens FD50M 1:1.8. Sun Pack Auto 266D Strobe Light Older Film and hard sided camera case (beat up)	No Use to PD

51	Lasertech Inc. Lydr Unit Laser Speed Gun. Mfg. 2000 – Works Also includes tripod and Quick Map Accident Investigation Software and calculator. Comes in soft sided nylon cases.	No Use to PD
52	(5) Premier Crown Riot Helmets in disrepair-made of plastic	No Use to PD
53	Pelco black and white dome video camera, Model #ICS-DO101	No Use to PD
54	(2) Lund Police Squad Equipment Consoles. Aluminum – no Face plates included – Used.	No Use to PD
55	(2) ProGuard, Pro Clamp Gun Rack Holder. Model #G5010T-BAR Does not include gun lock – from full size SUV.	No Use to PD
56	Sony handheld voice operated recording device microcassette Model #M-677V	No Use to PD
57	Stainless steel bun-type coffee warmer	No Use to PD
58	Rechargeable MagLite Aluminum Police Flashlight w/4 chargers, Halogen bulb and no battery.	No Use to PD
59	(2) Aluminum Streamlite Police Flashlights w/one charger Sleeve, 12 volt cord. 1 Flashlight has LED and Halogen bulbs The other one just has Halogen. No batteries, rechargeable Lights.	No Use to PD
60	(2) Streamlite 20XPH police flashlights w/2 charging cradles, A 12v and a 110 power cord rechargeable. No batteries.	No Use to PD
61	(2) Streamlite 20XPH rechargeable flashlights w/2 charging Sleeves and 110v charger plug. No batteries.	No Use to PD
62	One box of assorted bicycle parts, including tubes, a Schwinn Seat, toe clips, brake pads, assorted hardware.	No Use to PD
63	One box of assorted 12v accessories including battery hold downs, Cable covers and battery circuit breakers.	No Use to PD
64	One red Viking phone with no dial pad. Hi-lo volume control on head set – not working.	No use to PD
65	(2)-Sound-Off map lights out of Crown Victoria police car. Has white bulb And red LED bulbs. 12v.	No Use to PD
66	Nightrider brand digital evolution bicycle rechargeable 15w halogen Headlights. Comes with assorted accessories including charger. Batteries were put in use in 2007 or 2009.	No Use To PD
67	(6) Plastic file bins.	No Use in New Squads
68	(4) Pro Gard Crown Vic plastic prisoner seats	No Use in New Squads
69	(1) Setina Body-Guard rear cage from Ford Expedition (Behind back seat)	No Use in New Squads
70	(1) Setina Stash/Stow Partition for Ford Crown Vic	No Use in New Squads
71	(2) Pro Gard wire prisoner screens – universal	No Use in New Squads
72	(1) Pair of rear door skins/covers for Ford Crown Vic – Aluminum	No Use in New Squads
73	Sports Works bike rack – 4 bikes – for SUV-Large hitch receiver	No Use to PD
74	Trunk mount bike rack	No Use to PD
75	3'x2' Amber colored Lexan panel	No Use to PD
76	2'x2' Amber colored plastic plexiglass	No Use to PD
77	(7) wall mount - bike hangers	

### **STAFF/COMMITTEE RECOMMENDATION**

At their October 21, 2013, meeting, the Police Committee unanimously approved of the listed items above to be declared surplus property and be auctioned using Public Surplus or be disposed of.

**ALTERNATE CONSIDERATION**

Not approving this ordinance at this time would be an alternate consideration.

**DECISION MODE**

This item will be placed on the November 4 2013, City Council Agenda for formal approval.

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

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

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

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

**THIS 4<sup>th</sup> DAY OF NOVEMBER, 2013**

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



**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

<b>NO.</b>	<b>DESCRIPTION</b>	<b>REASON FOR AUCTION</b>
1	Color Laser Jet 255OL Printer Serial #CNGFH16301 Mfg. 2004	Broke-does not work
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4	Panasonic CF-28 Laptop -3DKYAO6910	Out Dated
5	Keyboard	Old
6	(5) LCD Monitors	Burned Out
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59	(2) Aluminum Streamlite Police Flashlights w/one charger Sleeve, 12 volt cord. 1 Flashlight has LED and Halogen bulbs The other one just has Halogen. No batteries, rechargeable Lights.	No Use to PD
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64	One red Viking phone with no dial pad. Hi-lo volume control on head set – not working.	No use to PD
65	(2)-Sound-Off map lights out of Crown Victoria police car. Has white bulb And red LED bulbs. 12v.	No Use to PD
66	Nightrider brand digital evolution bicycle rechargeable 15w halogen Headlights. Comes with assorted accessories including charger. Batteries were put in use in 2007 or 2009.	No Use To PD
67	(6) Plastic file bins.	No Use in New Squads
68	(4) Pro Gard Crown Vic plastic prisoner seats	No Use in New Squads
69	(1) Setina Body-Guard rear cage from Ford Expedition (Behind back seat)	No Use in New Squads
70	(1) Setina Stash/Stow Partition for Ford Crown Vic	No Use in New Squads
71	(2) Pro Gard wire prisoner screens – universal	No Use in New Squads
72	(1) Pair of rear door skins/covers for Ford Crown Vic – Aluminum	No Use in New Squads
73	Sports Works bike rack – 4 bikes – for SUV-Large hitch receiver	No Use to PD
74	Trunk mount bike rack	No Use to PD
75	3’x2’ Amber colored Lexan panel	No Use to PD
76	2’x2’ Amber colored plastic plexiglass	No Use to PD

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using Public Surplus or disposing of said property.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

-  
**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: November 4, 2013**

**Issue Statement**

**PZC 2013-07:**

**Stella's, Marketplace at Darien, 2415 75<sup>th</sup> Street:** Requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District.

[ORDINANCE](#)

[BACKUP](#)

**Overview/Discussion**

**Both the Planning and Zoning Commission and Municipal Services Committee have considered this matter. The Commission held the required public hearing on October 16, 2013. Both bodies recommend approval of the petition as presented.**

The full discussion follows as "Additional Information."

A draft ordinance is attached to this memo.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on October 16, 2013.  
The Municipal Services Committee considered this item at its meeting on October 28, 2013.  
The City Council will consider this item at its meeting on November 4, 2013

### Additional Information

**PZC 2013-07:** **Stella's, Marketplace at Darien, 2415 75<sup>th</sup> Street:** Requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District.

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

### General Information

Petitioner: Kim Keller  
Stella's – Marketplace at Darien, LLC  
2340 S. River Road, Suite 114  
Des Plaines, IL 60018

Property Owner: Arthur J. Rogers, Inc.  
1559 Elmhurst Road  
Elk Grove Village, IL 60007

Property Location: 2415 75<sup>th</sup> Street, Darien, IL 60561

PIN: 09-29-301-034

Existing Zoning: B-2 Community Shopping Center District

Existing Land Use: Retail shopping center

#### Surrounding Zoning and Land Use from shopping center:

North: R5A Townhouse Residence (Village of Downers Grove) – townhomes.

South: R-2 Single-Family Residence and R-3 Multi-Family Residence – fire station, floodplain area.

East: B-3 General Business District – shopping center (Darien Towne Centre)

West: R-4 Residence (DuPage County) – single-family home.

Comprehensive Plan Update: Commercial

History: In 2004, the City Council approved the Marketplace at Darien  
PUD.

Size of Property: 3.96 acres (retail lot)

Floodplain:	Floodplain map does not show floodplain on this parcel.
Natural Features:	None
Transportation:	Property has frontage and access on 75 <sup>th</sup> Street and Lyman Avenue.

### **Documents Submitted**

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

1. Site plan, 1 sheet.
2. Floor plan, 1 sheet.
3. Marketing information, 10 pages.

### **Planning Overview/ Discussion**

The petitioner proposes to open a drinking and eating establishment, a café/bar, within the Marketplace at Darien shopping center. The petitioner provided information on the proposed use and a generic layout of their establishment, included with this memo.

The proposed use includes video gaming. Video gaming licenses go through the State. The petitioner states they will seek local approval (zoning, liquor license and business license), then seek a gaming license with the State. They plan to open once they obtain their gaming license.

Stella's plans to locate next to the Vitamin Shop at the east end of the shopping center. The petitioner should address whether there is adequate parking to meet the needs of the existing businesses as well as theirs, such as when they expect their peak business activity to occur in relation to other businesses within the shopping center.

Under the Darien Zoning Ordinance, parking requirements for a shopping center are based on the square footage of the shopping center, not on individual businesses within the shopping center. There appears to be underutilized parking on the east side of the shopping center.

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

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any

proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

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

### **Staff Findings/Recommendations**

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

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

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 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 – October 16, 2013**

The Planning and Zoning Commission considered this matter at its meeting on October 16, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the proposed location of the use, that the special use is for a bar/café and that they also plan to seek a video gaming license with the State.

Gary Leff, CEO/Founder Laredo Hospitality, and Charity Johns, VP of Operations, Laredo Hospitality, Stella's, the petitioners, were present. They described the use as focusing on the café aspect, creating a non-bar atmosphere for adults who want to be out and socialize but are not into going to a bar. They said the establishment is restricted to those 21 and older.

They said they plan to offer iPads for customers to check the news, play games, as well as other providing other games. They described the layout of the space, with the video gaming towards the back. They stated



their target demographic skews older. They stated they have 6 locations ready to open but are waiting for their gaming license.

When asked how their establishment compared to others, such as Dotty's, Mr. Leff said they are aiming to create a premium experience, café focused over the gaming.

Commissioner Mallers asked about hours.

Mr. Leff said they plan to be open from 7:00 AM – 2:00 AM depending on what their liquor license permits.

Commissioner Mielkus asked how many gaming machines they would have.

Mr. Leff said they were limited to 5 per State law.

Commissioner Hickok asked what portion of their revenues will come from gaming.

Mr. Leff said they expect their net revenues to be 50/50 between the café and gaming.

Mr. Leff stated per State law, they are not permitted to touch the gaming machines. He stated they will partner with a company that will install, service, take care of the cash, etc., related to the gaming machines. He said this allows them to focus on their strength which is the café experience.

Commissioner Ritzert asked if kids would be allowed.

Mr. Leff said kids would not be allowed. He said if an adult brought a kid they would be told politely that kids were not allowed.

Chairperson Meyer asked if there was a drink limit.

Mr. Leff said they do not have a specific drink limit, but that each of their servers are trained to stop serving alcohol to a person when needed. He said they prefer the case-by-case approach.

Mr. Leff said they plan to offer beer and wine only in terms of alcohol, stating the establishment is not intended to attract a heavy drinking crowd.

Chairperson Meyer said she asked staff to comment on whether this type of establishment increased demand for police services.

Mr. Griffith stated the Darien Police Chief surveyed communities with similar establishments and found that there was not an increase in police activity.

There was not anyone from the public to offer comments.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 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 9-0.**

**Municipal Services Committee – October 28, 2013**

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2013-07 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

**Municipal Services Committee Review – October 28, 2013**

The Municipal Services Committee considered this matter at its meeting on October 28, 2013. The following members were present: Acting Chairman Joerg Seifert and Member Tina Beilke.

Staff had presented the agenda along with supporting material. The Committee informed the petitioner that the City continues to review the Video Gaming and has the right to rescind Video Gaming for the City of Darien. The petitioner is aware of the City's position and if the City was to rescind the Video Gaming the petitioner would consider closing the business. The Committee recommended approval by a vote of 2-0. Chairman Marchese was absent.

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

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

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

**(PZC 2013-07: Stella's, Marketplace at Darien, 2415 75<sup>th</sup> Street)**

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

**THIS 4<sup>th</sup> DAY OF NOVEMBER, 2013**

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

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

**(PZC 2013-07: Stella's, Marketplace at Darien, 2415 75<sup>th</sup> Street)**

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

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

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

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

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

**WHEREAS**, pursuant to proper legal notice, a public hearing on said petition was held before the Planning and Zoning Commission October 16, 2013; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of October 16, 2013, has forwarded its findings and recommendation of approval of said petition to the City Council; and

**WHEREAS**, on October 28, 2013, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 2415 75<sup>th</sup> Street, Darien, Illinois, and legally described as follows:

LOT 1 IN MARKET PLACE AT DARIEN, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 2004 AS DOCUMENT R2004-86670, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-301-034

**SECTION 2: Special Use Granted.** Pursuant to Section 5A-2-2-6, Special Uses, of the Darien

Zoning Ordinance, a special use is hereby granted to permit an eating and drinking establishment on the Subject Property as provided in Section 5A-8-3-4 of the Darien Zoning Ordinance.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



LAREDO  
HOSPITALITY

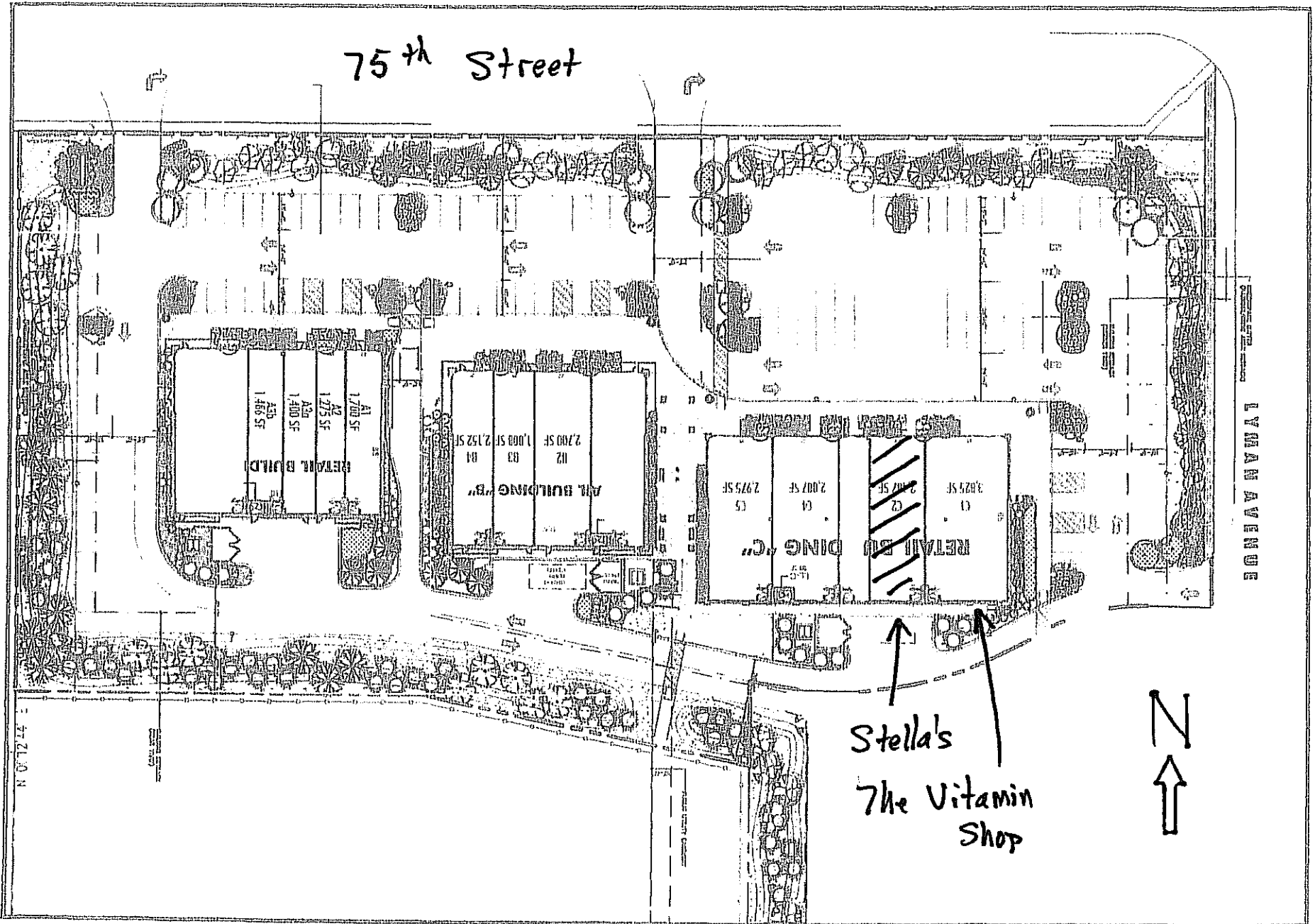
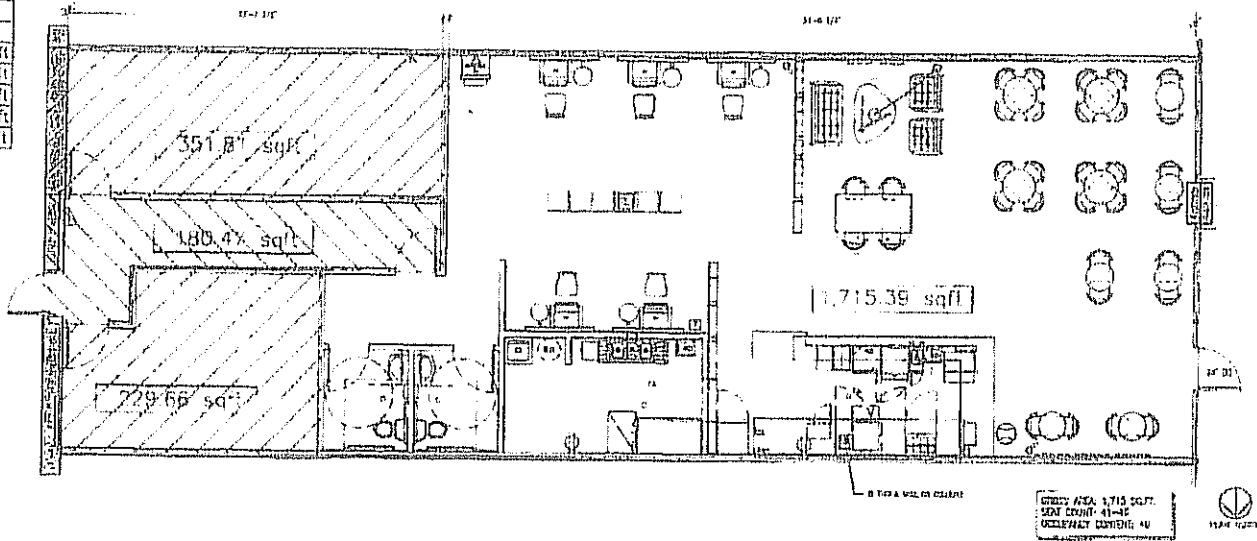


EXHIBIT A-3

Schedule Table	
Name	Area
PROP STORAGE #1	305.84 sqft
PROP STORAGE #2	229.66 sqft
COMMON SPACE	180.47 sqft
PROPOSED	1,715.39 sqft
	2,431.16 sqft

2415-D  
2456.20 sqft



A

PROJECT ADDRESS: 2415-D DARTMOUTH ST. DARTMOUTH, VT  
 CLIENT: LARSEN HOSPITALITY VENTURES, LLC  
 2340 PLYMOUTH STATE BLVD  
 DORCHESTER, MA 01928  
 781-444-3370

PROJECT ARCHITECT: DMAC ARCHITECTURE P.A.  
 881 Orange Ave. Burlington, VT 05401  
 PH: 802-253-1234

DESIGNER: DMAC ARCHITECTURE P.A.  
 PROJECT NO: 2012-001

DATE: 08/20/12

SCALE: AS SHOWN

SHEET NO: 01

PROJECT NAME: SHELLS - BAKERY  
 OWNER: LARSEN HOSPITALITY VENTURES, LLC



## Questions for Special Use

- 1. That the special use is deemed necessary for the public convenience at the locations specified:***

Stella's Place is an upscale neighborhood café and gathering place for adults to relax, enjoy a coffee, light meal, beer/wine and socialize with other adults in a non-bar environment. We also offer entertainment options including video gaming and iPad mini rentals that will have free apps for our patrons to enjoy.

- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.***

Stella's Place will not endanger the public health, safety or general welfare. Our staff will be fully trained and certified in all areas of operations, including Alcohol Awareness, food sanitation and overall safety. Our restaurant has a warm, clean and inviting look and feel from the inside as well as the outside. We have a regional management team that will ensure that it remains well-maintained and managed.

- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.***

Stella's Place is a quiet, upscale café where guests who prefer a café environment to a typical bar can go for dining specialty beverages and gaming. In no way will the proposed use have a negative impact or diminish/impair property values within the neighborhood.

- 4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.***

In no way will our operation impede development or improvement of the surrounding area. Stella's Place is a small café that will not have loud music, smoke or lighting that will cause conflict with and adjacent property.

- 5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design,***

***landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.***

The character and appearance of the neighborhood will remain unchanged. Construction will be limited to the inside of space only, no changes to the outside will be made that would alter the neighborhood character in any way.

- 6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.***

Stella's Place would not require any additional facilities such as access roads and additional drainage.

- 7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.***

Marketplace at Darien has ample parking for the businesses within the shopping center and adequate drives to accommodate the increase in traffic without causing congestion.

- 8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Planning and Development Committee.***

Stella's Place will abide by all laws and regulations established and required by the state, district and village.

# OUR BRAND



LAREDO  
HOSPITALITY

# RESTAURANT & HOSPITALITY EXPERIENCE

Laredo Hospitality is locally owned and operated. Together, we have over 50 years experience in the restaurant and hospitality industry.

**Gary Leff – CEO / Founder**  
Founder of Stir Crazy  
Lead design & development  
advisor for Rivers Casino, Des Plaines



**Charity Johns – Vice President  
of Operations**  
VP Operations, Cosi  
VP Operations, Jamba Juice  
Senior Manager, Starbucks



LAREDO  
HOSPITALITY

Stella's  
PLACE

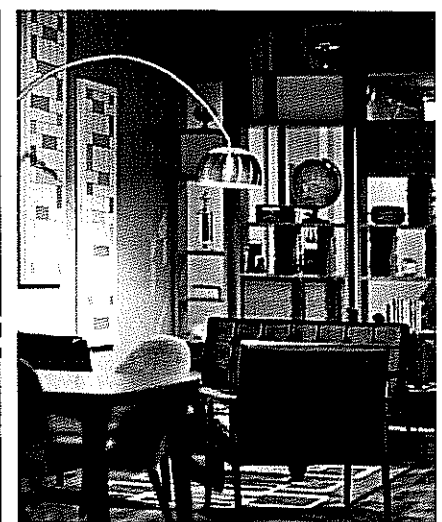
A neighborhood café and gathering place for adults to enjoy a light meal and gaming in the comfort of a professional and friendly environment



LAREDO  
HOSPITALITY

Stella's  
PLACE

Stella's will offer highly personalized service, superior amenities and a warm, welcoming environment



LAREDO  
HOSPITALITY

# Stella's

PLACE

Stella's menu features a variety of dining options — from a nutritious, hot breakfast to a selection of small plates that can be enjoyed alone or shared with friends



## LITE BITES

<b>BAVARIAN SOFT PRETZEL TWISTS</b> Warm pretzel twists served with melted cheddar cheese dipping sauce	4.25
<b>SPINACH ARTICHOKE DIP</b> A warm blend of creamy spinach, tender artichokes and melted cheeses, served with baked pita chips	4.75
<b>BAKED CHICKEN WINGS</b> Lightly seasoned oven roasted wings tossed in your choice of a tangy BBQ sauce, an Asian sweet chili sauce or our buffalo hot sauce	6.75
<b>HUMMUS</b> Served with baked pita chips	3.25
<b>DEVILED EGGS</b>	2.50
<b>CRISPY TATER TOTS</b>	3.00
<b>TURKEY CHILI</b> A white bean chili with chunks of tender turkey, peppers, onions and chilis with a hint of pineapple	4.25
<b>CHICKEN NOODLE SOUP</b>	3.25

## MINI'S

SMALLER WITH GREAT TASTE

<b>MINI HOT DOGS</b> 3 hot dogs with your choice of toppings	4.25
<b>MINI BRATISLAVA</b> 2 spicy bratwurst with mustard	4.75
<b>BEEF SLIDERS</b> Topped with cheddar jack cheese and served on mini pretzel buns	3.25
<b>CRISPY CHICKEN SLIDERS</b> Topped with dill pickle chips and mayonnaise and served on mini pretzel buns	3.25
<b>MINI MANTILLA HONGIES</b> Served in a rich tomato sauce topped with all natural mozzarella cheese	4.75

## FLATBREADS

WITH CRISPY FLATBREAD PIZZAS WITH MARIANO SAUCE AND MEXICAN CHILES

<b>CHEESE</b>	4.95
<b>FIRE ROASTED VEGGIE</b>	4.95
<b>SAUSAGE AND ROASTED VEGGIE</b>	4.95
<b>PEPPERONI</b>	4.95



## CLASSICS

STELLA'S SPECIALTY SANDWICHES

<b>GRILLED CHEESE SANDWICH</b> Made with Traditional American cheese	4.25
<b>EGG SALAD SANDWICH</b> Stella's homemade recipe	4.25
<b>TUNA SALAD SANDWICH</b> Made with light mayo	4.25

## BREAKFAST

SERVED ALL DAY LONG

<b>FRESHLY BAKED MUFFINS</b> Your choice of Tripleberry, Banana Nut or Apple Pecan, served warm out of the oven with butter or jam	2.50
<b>FRESHLY BAKED BAGELS</b> Your choice of Plain, Cheddar Raisin or Ashgro Cheese, served with cream cheese, jam or butter	2.50
<b>WARM CINNAMON ROLL</b> Treat out of the oven drizzled with rich white icing	3.25
<b>STEEL CUT OATMEAL</b> Served with brown sugar and raisins	3.50
<b>EGG AND CHEESE BAGEL SANDWICH</b> Our classic breakfast sandwich combines fluffy eggs and cheddar jack cheese on your choice of freshly toasted bagel	3.95
<b>SAUSAGE EGG AND CHEESE BAGEL SANDWICH</b> Crumbed sausage, fluffy eggs and cheddar jack cheese on your choice of freshly toasted bagel	5.00
<b>ROASTED PEPPER AND EGG SANDWICH</b> Fire roasted peppers and fluffy eggs on your choice of freshly toasted bagel	3.95

Substitute egg white for \$3

## SWEETS

<b>FRESHLY BAKED COOKIES</b> Chocolate Chip, White Chocolate Macadamia Nut, Oatmeal Raisin and Cranberry Chocolate Chip	1.50
<b>MINI CHOCOLATE LAVA CAKE</b>	2.00
<b>MINI APPLE TART</b> Served warm	2.50



# GUEST PROFILE

- Is an adult (age 35 – 75) from the local community
- More likely to be female (60%)
- Prefers a café environment to a typical bar
- Appreciates personalized service
- Enjoys gaming as a form of entertainment





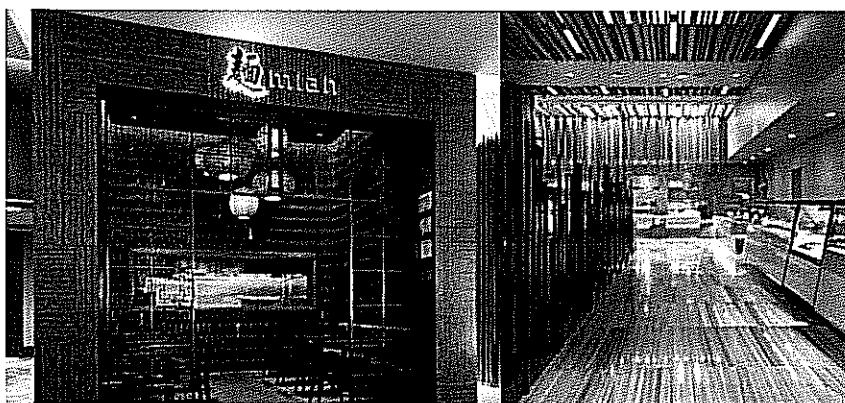
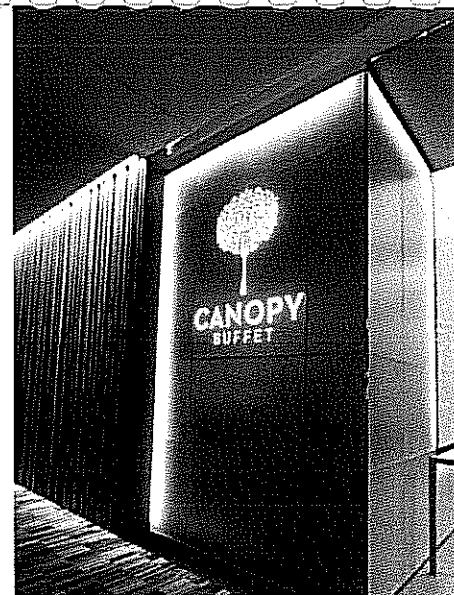
# DESIGN TEAM

## DMAC

The award-winning, Chicago-based architecture firm, led by Principal Dwayne MacEwen, specializes in casino and hospitality environments.

## StudioLAB

The Toronto-based branding and design firm, led by Cathy Jonasson, has over 15 years of international experience in developing signature brands.



# WHY LAREDO HOSPITALITY?

Local owner and operators committed to being on-site regularly

Highly experienced restaurant and hospitality professionals with a passion to deliver only the best experiences

Provides an attractive and unique experience for residents and visitors

Will generate significant tax revenues for the community

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: November 4, 2013**

**Issue Statement**

**Class K Liquor License:** Discussion on amending the Liquor Control Regulations, Section 3-3 of the City Code, increase the number of Class K liquor license from 4 to 5. [ORDINANCE](#)

**Discussion/Overview**

**The Municipal Services Committee considered this matter at their meeting on October 28, 2013. The Committee recommends approval 2-0.**

The draft ordinance is attached.

The full discussion follows as “Additional Information.”

**Decision Mode**

The Municipal Services Committee will consider this matter at its meeting on October 28, 2013.

## Additional Information

### Issue Statement

**Class K Liquor License:** Discussion on amending the Liquor Control Regulations, Section 3-3 of the City Code, increase the number of Class K liquor license from 4 to 5.

### Overview/Discussion

Stella's has petitioned for special use approval for an eating and drinking establishment at 2415 75<sup>th</sup> Street, Marketplace at Darien shopping center. The special use petition has been considered by the Planning and Zoning Commission.

Stella's has applied for a Class K liquor license. However, there is not a Class K license available. Currently, the following establishments have a Class K liquor license: Hokkai, Café Smilga, Buona Beef and Red Bowl. Therefore, staff has drafted an ordinance to add a license to this class.

The proposed amendment follows, Section 3-3-7-11(C):

#### 3-3-7-11: CLASS K LICENSE:

(A) A class K license shall authorize the 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.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(C) The number of class K licenses shall be ~~four (4)~~ *five (5)*.

(D) The annual fee for a class K license shall be one thousand five hundred dollars (\$1,500.00).

### Staff Findings/Recommendations

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

### Municipal Services Committee Review – October 28, 2013

The Municipal Services Committee considered this matter at its meeting on October 28, 2013. The following members were present: Acting Chairman Joerg Seifert and Member Tina Beilke.

Alderman Beilke requested a license summary update and was distributed to the Committee for review. The Committee had no further comments regarding the proposed license for Stella's.

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

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

**AN ORDINANCE AMENDING SECTION 3-3-7-11,  
CLASS K LICENSE, OF THE DARIEN CITY CODE**

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

**THIS 4<sup>TH</sup> DAY OF NOVEMBER, 2013**

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

**AN ORDINANCE AMENDING SECTION 3-3-7-11,  
CLASS K LICENSE, OF THE DARIEN CITY CODE**

**SECTION 1:** Section 3-3-7-11 of the Darien City Code, “Class K License” is hereby amended to provide as follows (deleted language stricken):

3-3-7-11: CLASS K LICENSE:

(C) The number of class K licenses shall be ~~four (4)~~ five (5).

**SECTION 2:** This Ordinance shall be in full force and effect from and after its passage and

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

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

**ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

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

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

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

**ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: November 4, 2013**

**Issue Statement**

**Stormwater Management and Floodplain Ordinance, 2013 Update:** Approval of an amendment to the Darien Stormwater and Flood Plain Management Ordinance, Section 6B-1 of the City Code.

**ORDINANCE**

[DuPage County Stormwater Ordinance](#)

**Discussion/Overview**

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

The draft ordinance is attached.

**Decision Mode**

The Municipal Services Committee considered this item at its meeting on October 28, 2013.  
The City Council will consider this item at its meeting on November 4, 2013.

## **Additional Information**

### **Issue Statement**

**Stormwater Management and Floodplain Ordinance, 2013 Update:** Approval of an amendment to the Darien Stormwater and Flood Plain Management Ordinance, Section 6B-1 of the City Code.

### **Discussion/Overview**

Earlier this year, DuPage County adopted updates to the Countywide Stormwater Management and Floodplain Ordinance. The City of Darien needs to adopt these changes.

The ordinance update can be summarized as follows:

First, the ordinance adopts the latest version of the County Stormwater Ordinance. The primary change in the 2013 adoption is to the section on Post Construction Best Management Practices (PCBMP). The 2012 ordinance provided that a development with greater than 2,500 square feet of net new impervious surface was required to provide both infiltration of stormwater and means to improve water quality through pollutant removal. The 2013 revision allows that if the design incorporates the required infiltration or the design incorporates a naturalized detention basin, then the BMP requirement is considered to have been met. This removes the duplicative requirement. The ordinance allows for a fee-in-lieu payment if, in the opinion of the City, providing the BMP is not practical.

Secondly, we have added a provision to the adoption that would allow the City to collect any fee-in-lieu payments for BMPs, as opposed to the payments going to the County. The City would administer expenditure of collected funds, which would have to be used for water quality and infiltration projects. It is anticipated that at some point in the future, the IEPA may require the City to start providing water quality improvements, and this would provide a means to fund such projects. As drafted, the ordinance would also allow the City to provide funding to the Park District or a school district for such projects.

A draft ordinance is attached.

### **Staff Findings/Recommendation**

Staff recommends the Committee make a recommendation to approve the 2013 update to the DuPage County Countywide Stormwater and Floodplain Management Ordinance.

### **Alternate Consideration**

There are no alternate considerations.

### **Municipal Services Committee Review – October 28, 2013**

The Municipal Services Committee considered this matter at its meeting on October 28, 2013. The following members were present: Acting Chairman Joerg Seifert and Member Tina Beilke.



The staff presented the agenda memo and summarized the proposed update to the Stormwater ordinance.  
There was no further discussion.

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

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

**AN ORDINANCE AMENDING THE CITY CODE  
OF THE CITY OF DARIEN  
TITLE 6B, CHAPTER 1  
STORMWATER AND FLOODPLAIN MANAGEMENT**

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

**THIS 4<sup>TH</sup> DAY OF NOVEMBER, 2013**

---

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

**AN ORDINANCE AMENDING TITLE 6B, CHAPTER 1,**

**“STORMWATER AND FLOODPLAIN MANAGEMENT”, OF THE CITY CODE  
OF THE CITY OF DARIEN**

**WHEREAS**, the City of Darien had previously adopted a Stormwater and Floodplain Management Ordinance; and

**WHEREAS**, in order to comply with DuPage County’s requirements for mitigating Stormwater runoffs, the City adopted certain articles of the **DuPage Countywide Stormwater and Floodplain Ordinance**; and

**WHEREAS**, the City of has amended its Ordinance from time to time to comply with various amendments to the DuPage Countywide Stormwater and Floodplain Ordinance; and

**WHEREAS**, DuPage County amended its Ordinance in April 2013; and

**WHEREAS**, the City finds it necessary to amend its Ordinance to be in compliance with the DuPage County 2013 amendments.

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

**SECTION 1:** That the DuPage County Countywide Stormwater and Flood Plain Ordinance, April 2013 Edition, is hereby adopted by the City of Darien, with the amendments set forth in Section 3 of this Ordinance.

**SECTION 2:** That Title 6B, Chapter 1 of the City Code of the City of Darien, entitled ‘STORMWATER AND FLOOD PLAIN MANAGEMENT’ is hereby amended by deleting all reference to the language “August 2008” contained therein in its entirety and in lieu thereof, the following language shall be substituted: “April 2013”.

**SECTION 3:** That Title 6B, Chapter 1, Section 3, of the City Code of the City of Darien, entitled “General Requirements”, is hereby deleted in its entirety and in lieu thereof, the following language shall be substituted:

6B-1-3: GENERAL REQUIREMENTS: The City hereby adopts by reference the following articles of the DuPage Countywide Stormwater and Flood Plain Ordinance, (on file with the City as Exhibit A), adopted by the DuPage County Board on September 24, 1991, and as amended in April 2013 with special provisions to read as follows, which are either more restrictive than the

County requirements as determined by the City:

1. Article I – Authority and Purpose – No Change.
2. Article II - Administration – No Change.
3. Article III – General Provisions – Section 15-24 is hereby amended by adding paragraph 15-24.E. thereto as follows:  

15-24.E A copy of the current Official List of Exempt Developments, as approved by the Committee, shall be on file with the City Clerk of the City of Darien.
4. Article IV – Stormwater Management Certifications –
  - a. Section 15-47 is hereby amended by adding paragraphs A.8-A.10 thereto to read as follows:  

15-47.A.8 A proposed Grading Plan shall be submitted for review.

15-47.A.9 A spotted survey shall be submitted after foundation walls are constructed showing top of foundation elevations and dimensions prior to framing.

15-47-A.10 A record Grading Plan, “as-built grades”, shall be submitted at time of request for Certificate of Occupancy.
  - b. Section 15-42 is hereby amended by adding paragraphs 15-42.F thereto to read as follows:  

15-42.F Schedule of Permit Fees for the City of Darien is as follows:

15-42.F.1 For the surveys and plans required in Sections 15-47.A.8 and 15-47-A.9:

15-42.F.1.a \$50.00 for initial submittal

15-42.F.1.b \$25.00 for any resubmittal of any of the surveys

15-42.F.2 For the Stormwater Certification Submittal required in Section 15-47

15-42.F.2.a Preliminary Plan- \$200.00/acre; Resubmittals - \$100.00/acre

15-42.F.2.b Final Engineering Plans- \$300.00/acre; Resubmittals- \$200.00/acre

15-42.F.2.c Acre is based upon entire parcel, not the area under development
5. Article V- Certification Submittals – No Change.
6. Article VI – Performance Security and Easements – Section 15-54 is hereby amended by

adding paragraph A.6 thereto to read as follows:

15-54.A.6 In the event a developer is required to post a security to insure the faithful performance of other public improvements (e.g., sanitary sewer, water main, streets, sidewalk, street lights) outside those included in this Ordinance, he/she may combine the respective amounts into one security in an amount acceptable to the Administrator.

7. Article VII – Soil Erosion and Sedimentation Control Requirements – No Change.

8. Article VIII – Post Construction Best Management Practices – No Change.

9. Article IX – Site Runoff Conveyance, Storage and Field Tiles – No Change.

10. Article X – Flood Plain Management –

a. Section 15-81 is hereby amended by adding paragraph 15-81.B.8 thereto to read as follows:

15-81.B In areas outside the boundary of the regulatory floodplain all usable space in new buildings, or added to existing buildings shall either be elevated, flood proofed, or otherwise protected such that the lowest entry be at least two feet above the adjacent base flood elevation to prevent the entry of surface stormwater. Floodproofing devices shall be operational without human intervention. If electricity is required for protection against flood damage, there shall be a backup power source which will activate without human intervention. Floodproofing measures shall be certified by a professional engineer.

b. Section 15-81.C.1 is hereby amended to read as follows:

Temporary or permanent storage of the following are prohibited unless elevated or floodproofed to two feet above the base flood elevation:

c. Section 15-81.C.3 is hereby amended to read as follows:

Sanitary sewer systems and water distribution systems shall be designed to minimize or eliminate infiltration or inflow of flood waters and discharge of sewage. Sanitary manholes constructed within flood plain areas must have rim elevations thirty inches (30”) above the base flood elevation or must be provided with watertight, lock-type covers.

11. Article XI – Wetlands – No Change.
12. Article XII – Buffers – No Change.
13. Article XIII – Fee-in-Lieu Programs – Section 15-98.B is amended to read as follows:  
The City of Darien shall collect fee-in-lieu payments for Post Construction Best Management Practices, when approved by the Administrator, and shall operate a fee-in-lieu program in accordance with the fee structure as outlined in this ordinance. Fees collected shall be used by the City to construct projects that will enhance water quality and infiltration PCBMP treatments. The City may, at its discretion, make available use of these funds to other entities such as the Darien Park District, school districts, and other entities for appropriate use within the City of Darien.
14. Article XIV – Prohibited Acts/Enforcement/Penalties – No Change.
15. Article XV – Appeals – No Change.
16. Article XVI – Variances – No Change.
17. Article XVII – Miscellaneous Provisions – No Change.
2. Appendix A – Acronyms, Initialisms, and Definitions – The following words as used in this Chapter shall be defined as follows:
  - a. Administrator – The Director of Public Municipal Services of the City of Darien.
  - b. Oversight Committee – The Mayor and City Council of the City of Darien.
  - c. Flood Protection Elevation (FPE) – The base flood elevation plus two feet of freeboard. If an approved FEQ Watershed plan model produces a higher elevation than the regulatory BFE, the FPE shall be the FEQ flood of record elevation plus two foot of freeboard.

**SECTION 4:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION 5:** That all General Certifications as adopted by Du Page County, and added to or amended from time to time, are hereby adopted.

**SECTION 6:** That this Ordinance shall be in full force and effect ten (10) days from and after passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,**

**ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

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

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

**APPROVED BY THE MAYOR AND CITY COUNCIL OF DARIEN, DU PAGE**

**COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# COUNTYWIDE STORMWATER & FLOOD PLAIN ORDINANCE



DUPAGE COUNTY

Stormwater Management



PREPARED BY:  
DuPage County Stormwater Management Planning Committee  
& Stormwater Management

April 2013



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**DuPage County  
Countywide Stormwater  
And Flood Plain Ordinance**

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Adopted by the County Board of the County of DuPage, Illinois on the 24<sup>th</sup> day of September 1991.

Revised by the County Board on the 14<sup>th</sup> day of June 1994. Revisions effective the 1<sup>st</sup> day of September 1994.

Revised by the County Board on the 23<sup>rd</sup> day of April 1996. Revisions effective the 23<sup>rd</sup> day of April 1996.

Revised by the County Board on the 12<sup>th</sup> day of November 1997. Revisions effective the 1<sup>st</sup> day of February 1998.

Revised by County Board on the 22<sup>nd</sup> day of June 1999. Revisions effective the 1<sup>st</sup> day of September 1999.

Revised by the County Board on the 13<sup>th</sup> day of June 2000. Revisions effective the 13<sup>th</sup> day of June 2000.

Revised by the County Board on the 25<sup>th</sup> day of March 2003. Revisions effective the 25<sup>th</sup> day of March 2003.

Revised by the County Board on the 27<sup>th</sup> day of January 2004. Revisions effective the 27<sup>th</sup> day of January 2004.

Revised by the County Board on the 8<sup>th</sup> day of June 2004. Revisions effective the 1<sup>st</sup> day of July 2004.

Revised by the County Board on the 8<sup>th</sup> day of March 2005. Revisions effective the 8<sup>th</sup> day of March 2005.

Revised by the County Board on the 28<sup>th</sup> day of February 2006. Revisions effective the 28<sup>th</sup> day of February 2006.

Revised by the County Board on the 25<sup>th</sup> day of March 2008. Revisions effective the 1<sup>st</sup> day of August 2008.

Revised by the County Board on the 24<sup>th</sup> day of April 2012. Revisions effective the 25<sup>th</sup> day of April 2012.

Revised by the County Board on the 23<sup>rd</sup> day of April 2013. Revisions effective the 23<sup>rd</sup> day of April 2013.

**COUNTY OF DUPAGE,  
ILLINOIS**

**COUNTYWIDE STORMWATER  
AND FLOOD PLAIN ORDINANCE**

**Adopted As Appendix F  
To The DuPage County Stormwater Management Plan**

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## ARTICLE I. AUTHORITY AND PURPOSE

### 15-1. Statutory Authority

**15-1.A** This Ordinance shall be known, and may be cited, as the DuPage County Countywide Stormwater and Flood Plain Ordinance.

**15-1.B** The DuPage County Stormwater Management Planning Committee (the "**Committee**") and the DuPage County Board promulgate this Ordinance pursuant to their authority to adopt ordinances regulating **Flood Plain** management and governing the location, width, course, and release rate of all stormwater runoff **Channels**, streams, and basins in DuPage County, in accordance with the adopted DuPage County Stormwater Management **Plan** (the "**Plan**"). The statutory authority for this Ordinance is contained in 55 ILCS 5/ ¶¶ 5-1041, 5-1042, 5-1049, 5-1062, 5-1063, 5-1104, 5-12003, and 5-15001 et seq.; and 415 ILCS 5/43, and other applicable authority, all as amended from time to time.

**15-1.C** As applicable, the municipalities within DuPage County promulgate and enforce this and other relevant Stormwater Management Ordinances pursuant to 65 ILCS 5/1-2-1, 5/11-12-12, 11-30-2, 11-30-8, and 5/11-31-2.

**15-2.** DuPage County Stormwater Management **Plan**. The **Plan** was recommended by the **Committee** and adopted by the DuPage County Board, after review by the appropriate agencies and public hearing, as Ordinance No. OSM-0001-89. The **Plan** is available for public inspection in the office of the DuPage County Clerk.

**15-3.** Findings. The **Committee** and the DuPage County Board hereby find that:

**15-3.A** Inappropriate use of the **Flood Plain** and **Development** have increased **Flood** risk, **Flood** damage, and environmental degradation; and

**15-3.B** It is necessary to consider stormwater management on a **Watershed** basis; and

**15-3.C** DuPage County drains poorly because of flat topography and soils of low permeability; and

**15-3.D** The costs of increasing **Channel** capacity are prohibitive; and

**15-3.E** Many land development practices upset the natural hydrologic balance of DuPage County streams; and

**15-3.F** Most **Flood** damage occurs to **Structures** developed adjacent to streams in the **Flood Plain** or **Floodway**; and

**15-3.G** **Wetlands** represent a significant portion of the natural **Watershed** storage in DuPage County, and **Wetlands** play an essential role in **Flood** storage, conveyance, sediment control, and water quality enhancement; and

**15-3.H** Many stormwater management facilities are not adequately maintained; and

**15-3.I** The authority for control of **Stormwater Facilities** is widely distributed to many entities in DuPage County; and

- 15-3.J There are many strong local stormwater management programs; and
- 15-3.K Inconsistent enforcement of stormwater regulations contributes to the extent and severity of **Flood** damage.

15-4. Purposes of this Ordinance

15-4.A The principal purpose of this Ordinance is to promote effective, equitable, acceptable, and legal stormwater management measures. Other purposes of this Ordinance include:

- 15-4.A.1 Managing and mitigating the effects of urbanization on stormwater drainage throughout DuPage County; and
- 15-4.A.2 Reducing the existing potential for stormwater damage to public health, safety, life, and property; and
- 15-4.A.3 Protecting human life and health from the hazards of **Flooding** and degradation of water quality; and
- 15-4.A.4 Protecting and enhancing the quality, quantity, and availability of surface and groundwater resources; and
- 15-4.A.5 Preserving and enhancing existing **Wetlands, Buffers** and aquatic environments, and encouraging restoration of degraded areas; and
- 15-4.A.6 Controlling sediment and erosion in and from **Stormwater Facilities, Developments**, and construction sites; and
- 15-4.A.7 Preventing the further degradation of the quality of ground and surface waters; and
- 15-4.A.8 Requiring appropriate and adequate provision for site runoff control, especially when the land is developed for human activity; and
- 15-4.A.9 Requiring the design and evaluation of each site runoff control plan consistent with **Watershed** capacities; and
- 15-4.A.10 Encouraging the use of stormwater storage in preference to stormwater conveyance; and
- 15-4.A.11 Lessening the taxpayers' burden for **Flood**-related disasters, repairs to **Flood**-damaged public facilities and utilities, and **Flood** rescue and relief operations; and
- 15-4.A.12 Meeting the Illinois Department of Natural Resources, Office of Water Resources' **Floodway** permitting requirements delineated in 615 ILCS 5/18g ("An Act in Relation to the Regulation of the Rivers, **Lakes** and Streams of the State of Illinois"), as amended from time to time; and
- 15-4.A.13 Making federally subsidized **Flood** insurance available to individual communities and for property throughout the **County**; and
- 15-4.A.14 Complying with the rules and regulations of the National Flood Insurance Program codified in Title 44 of the Code of Federal Regulations; and
- 15-4.A.15 Encouraging cooperation between the **County**, communities, and other governmental entities with respect to **Flood Plain** and stormwater management; and

- 15-4.A.16** Requiring cooperation and consistency in stormwater management activities within and between the units of government having stormwater management jurisdiction; and
- 15-4.A.17** Restricting future **Development** in the **Flood Plain** to facilities that will not adversely affect the **Flood Plain** environments or adversely affect the potential for **Flood** damage; and
- 15-4.A.18** Incorporating water quality and habitat protection measures in all stormwater management activities within DuPage County; and
- 15-4.A.19** Requiring regular, planned **Maintenance** of stormwater management facilities; and
- 15-4.A.20** Encouraging control of stormwater quantity and quality at the most site-specific or local level; and
- 15-4.A.21** Allowing the use of simple technologies whenever appropriate and realistic, but requiring the use of more sophisticated techniques when necessary to ensure the adequacy of stormwater controls; and
- 15-4.A.22** Providing a procedure by which communities throughout the **County** may petition the **Committee** to implement and enforce the provisions of this Ordinance or an ordinance consistent with, and at least as stringent as, this Ordinance; and
- 15-4.A.23** Requiring strict compliance with and enforcement of this Ordinance.

**15-4.B** The purposes of this Ordinance are consistent with the **Plan**.

**15-4.C** The purposes of this Ordinance will be implemented by its provisions.

**15-5. Reference to Watershed Plans**

**15-5.A** This Ordinance recognizes the integrated nature of the **Watershed** system and the need to study certain **Flood** control alternatives and other stormwater management functions on a **Watershed**-wide basis.

**15-5.B** The following six major **Watershed** divisions, shown on Exhibit 1, are identified for detailed **Watershed** studies:

- 15-5.B.1** Salt Creek Watershed; and
- 15-5.B.2** East Branch DuPage River Watershed; and
- 15-5.B.3** West Branch DuPage River Watershed; and
- 15-5.B.4** Sawmill Creek Watershed; and
- 15-5.B.5** Des Plaines River Tributaries Watershed; and
- 15-5.B.6** Fox River Tributaries Watershed.

**15-5.C** **Watershed Plans** or **Interim Watershed Plans** shall be prepared and periodically updated for these six major **Watersheds**, to identify stormwater management projects and establish criteria for **Development**. **Interim Watershed Plans** may also be developed for sub-watersheds of the six major **Watersheds** for purposes of addressing **Flood Mitigation** or water quality. With respect to this Ordinance, **Developments** identified in **Watershed Plans**, **Interim Watershed Plans**, or other studies approved by the **Committee** and adopted by the **County** Board, shall be considered certifiable provided

that and to the extent that the plan or study addressed **Certification** issues.

**15-5.D** Adopted **Watershed Plans** or **Interim Watershed Plans** which contain more specific criteria than the criteria established for Countywide application in this Ordinance shall govern over Countywide criteria. Such **Watershed Plans**, upon their completion, approval, and proper adoption, are hereby incorporated into this Ordinance without further act of the DuPage County Board.

**15-5.E** **Watershed** specific criteria established in such **Watershed Plans** or **Interim Watershed Plans** shall be set forth as a schedule to this Ordinance.

**15-5.F** The Countywide requirements of this Ordinance shall apply in all **Watersheds** unless superseded by more specific **Watershed Certification** criteria.

**15-6. Waiver Community Enforcement – Authority.** Pursuant to the authority established in 55 ILCS 5/5-1062, the provisions of this Ordinance, either in part or as a whole, shall not be enforced by the **County** in any **Community** located wholly or partly within the **County** on petition of such **Community** and after a finding of the **Committee** that such **Community** has a duly adopted stormwater management ordinance consistent with, and at least as stringent as, the **Plan** and this Ordinance, as they may be amended from time to time, or that such **Community** has duly adopted the provisions of this Ordinance.

**15-7. Authority for Committee Action in a Waiver Community-Complaints**

**15-7.A** The **Committee** may, at its discretion, direct the **Department** to investigate substantive complaints concerning the failure of a **Waiver Community** to implement or enforce its **Waiver Community Ordinance**.

**15-7.B** If, after investigation and hearing pursuant to the provisions of Sections 15-132 to 15-138, the **Committee** determines that such **Waiver Community** has failed in some significant way, or has repeatedly failed, to implement or enforce its **Waiver Community Ordinance**, then the **Committee** may revoke any previously granted **Partial Waiver** or **Complete Waiver**, and the provisions of this Ordinance shall have full force and effect and shall be enforced within the boundaries of such **Waiver Community** by the **County**.

**15-8. Authority and Choice of Planning Jurisdiction**

**15-8.A** Pursuant to the authority granted by 55 ILCS 5/ 5-1062(b), as amended, a **Community** that is located in more than one county has chosen, at the time of formation of the Stormwater Management Planning **Committee**, and based on **Watershed** boundaries, to participate in the stormwater management planning program of either or both of the counties.

**15-8.B** The following communities have expressed their intent to choose to be included within the jurisdiction of the **Plan** and this Ordinance: DuPage County portions only - Bartlett, Batavia, Bensenville, Bolingbrook, Burr



Ridge, Chicago, Elk Grove Village, Hanover Park, Hinsdale, Lemont, Naperville, Oak Brook, Roselle, Schaumburg, and Woodridge; and for the entire **Community** - Wayne. The **Committee** shall include the above-listed communities within the scope of its planning and enforcement jurisdiction.

**15-9. RESERVED**

**15-10. RESERVED**

## ARTICLE II. ADMINISTRATION

### 15-11. Interpretation of Terms and Words

**15-11.A** The terms and words used in this Ordinance or in a **Waiver Community Ordinance** shall be interpreted as follows:

**15-11.A.1** Words used in the present tense include the future tense; and

**15-11.A.2** Words used in the singular number include the plural number and words used in the plural number include the singular number; and

**15-11.A.3** The words "shall", "will", and "must" are mandatory, not permissive; and

**15-11.A.4** All distances, unless otherwise stated, shall be measured horizontally.

**15-11.A.5** The phrases "**Director** or the **Administrator**", "**Director**, or the **Administrator** in a **Waiver Community**", or "**Director**, or **Administrator** in a **Complete Waiver Community**", refer to the individual responsible for the enforcement in the specific area.

**15-11.A.6** All references to "he", "him", "his", "she", and "her" shall be construed as gender-neutral.

**15-11.B** Definitions of terms specific to this Ordinance, and a list of acronyms and initialisms are contained in Appendix A.

### 15-12. Responsibility for Administration

**15-12.A** The **Committee**, or the **Oversight Committee** in a **Waiver Community**, shall determine policy related to, and direct the enforcement of, this Ordinance or the **Waiver Community's Ordinance**, as applicable.

**15-12.B** The **Director**, or the **Administrator** in a **Waiver Community**, shall have the authority and responsibility for the administration of this Ordinance or the **Waiver Community's Ordinance**, as applicable. In performing his or her duties, the **Director** or the **Administrator** may delegate routine responsibilities to any named designee.

**15-12.C** Each **Community** shall remain solely responsible for its standing in the **NFIP** and for:

**15-12.C.1** Maintaining records and submitting reports required for the **NFIP**, including **Elevation Certificates**, **Floodproofing Certificates**, and **Lowest Floor** elevations; and

**15-12.C.2** Notifying the **Director**, and if required **FEMA**, **OWR**, **USACE**, the **IEPA**, and the **USEPA** of any proposed amendment to this Ordinance or the **Waiver Community's Ordinance**.

### 15-13. Duties of **Director**. The duties and functions of the **Director** shall include:

**15-13.A** Supervising the execution of this Ordinance; and

**15-13.B** Supervising the **Development** and revision of the appendices of the **Plan** for **Committee** and **County** Board approval and taking

such actions as are reasonably necessary and proper to carry out the purposes and provisions of this Ordinance; and

- 15-13.C Authorizing **Flood Plain** delineations and support documentation from **Partial Waiver** communities for any **FEMA Map Change**, which **Authorization** may be done concurrent with submittal to **OWR** or its designee and **FEMA**; and
- 15-13.D Developing and maintaining Countywide regulatory maps; and
- 15-13.E Directing the application and review of complex **Stormwater Management Certifications** for any **Community** that requests such assistance; and
- 15-13.F Performing, in Non-Waiver communities, the duties which are assigned to the **Administrator** in Waiver communities to the extent consistent with other laws; and
- 15-13.G Reviewing and authorizing proposed **Developments** referred to the **Department** in **Flood Plain, Wetlands** and **Buffers** within **Partial Waiver** communities; and
- 15-13.H Keeping **USACE, OWR** and **FEMA** informed of **Community** waiver and ordinance status within 30 days after any changes in status; and
- 15-13.I Notifying the communities, and if required **FEMA, OWR, USACE**, the IEPA, and the USEPA of any amendments to the **Plan** or this Ordinance; and
- 15-13.J Maintaining and making available to **Applicants** a list of all adopted **General Certifications**; and
- 15-13.K Encouraging and conducting studies, investigations, and research relating to the physical, chemical, ecological, engineering, and other aspects of stormwater management.

15-14. Duties of **Administrator** in **Waiver Community**. The duties and functions of the **Administrator** shall include:

- 15-14.A Ensuring that copies of all stormwater related and applicable required federal, state, and regional permits or **County** approvals are received before work under a **Stormwater Management Certification** begins in those areas of a site under the jurisdiction of those agencies; and
- 15-14.B Verifying the existence of **Flood Plain, Wetlands** and **Buffers** for each application; and
- 15-14.C Receiving **Authorization** for **Development** in **Flood Plains, Wetlands**, and **Buffers** in **Partial Waiver** Communities prior to issuance of a **Certification**; and
- 15-14.D Reviewing and approving **Authorizations** and issuing any **Certifications** or notices required by the **Waiver Community Ordinance**; and
- 15-14.E Notifying the **Director** and owners of adjacent upstream, downstream, and potentially affected property, affected state and federal agencies, and **Watershed** basin communities, and publishing a notice in a local newspaper of any **Variance** requested from the provisions of the **Waiver Community Ordinance**; and

- 15-14.F Notifying the **Director** and all affected **Persons** defined in Section 15-14.E of this Ordinance of any alteration or relocation of a watercourse including application for a **FEMA CLOMC** and **LOMC** as required; and
- 15-14.G Providing for inspections of **Developments** as provided in Section 15-20 of this Ordinance under the terms of the **Waiver Community's Ordinance**; and
- 15-14.H Investigating complaints of **Violations** of the **Waiver Community's Ordinance**; and
- 15-14.I Notifying any **Applicant** for a **Variance** that granting the **Variance** may result in increased rates for **Flood** insurance; and
- 15-14.J Notifying the **Director** and other jurisdictions of alleged **Violations** of their **Certification** or permit programs; and
- 15-14.K Notifying violators within **Regulatory Flood Plains** that failure to comply with **NFIP** provisions could make them ineligible to receive **Flood** insurance; and
- 15-14.L Initiating any proceeding necessary to enforce the **Waiver Community Ordinance**; and
- 15-14.M Encouraging and conducting studies, investigations, and research relating to the physical, chemical, ecological, engineering, and other aspects of stormwater management; and
- 15-14.N Advise, consult and cooperate with other governmental agencies to promote the purposes of this Ordinance and the **Waiver Community's Ordinance**; and
- 15-14.O Maintaining for public inspection copies of all applications and submittals, federal and state permit documents, variation documentation, **FEMA CLOMC** and **LOMC**, and all other documents required pursuant to Article IV and V of this Ordinance as directed under the **Waiver Community's Ordinance**; and
- 15-14.P Sending copies of any application for a **FEMA CLOMC** and **LOMC** to the **Director**; and
- 15-14.Q Receiving **Authorization** for **Development** in **Flood Plains** from the **Director** prior to **Partial Waiver Community** approval of any **FEMA CLOMC** and **LOMC**; and
- 15-14.R Sending a copy of any petition or request for a **Variance** from the terms of the **Waiver Community Ordinance** to the **Committee** before any such **Variance** is approved by the **Oversight Committee**; except in cases where the **Variance** from the **Waiver Community Ordinance** still meets or exceeds the requirements of this Ordinance; and
- 15-14.S Submitting the necessary information to the **Director** relating to **Development** to maintain Countywide regulatory maps and for supervision of the Ordinance. This includes, but is not limited to, copies of any **Stormwater Management Certifications**, or **FEMA CLOMCs** and **LOMCs**; and
- 15-14.T Maintaining documentation necessary on "cost of improvement" on **Buildings** in the **Flood Plain**, relating to the **Substantial Improvements** or **Substantial Damage** requirements of this Ordinance or the **NFIP**; and

**15-14.U** Maintaining and making available to **Applicants** a list of all **General Certifications** adopted within the **Waiver Community**.

**15-15.** Representative Capacity. In all cases when any action is taken by the **Director** or the **Administrator**, or his or her duly appointed designee, to enforce the provisions of this Ordinance or the **Waiver Community's Ordinance**, such action shall be taken either in the name of and on behalf of the **County** or of the **Waiver Community**, or the people of the State of Illinois, and neither the **Director** nor the **Administrator**, or his or her designee, in so acting for the **County** or the **Waiver Community** shall be rendered personally liable.

**15-16. Oversight Committee**

**15-16.A** An **Oversight Committee** shall be established to oversee the implementation and enforcement of the **Waiver Community's Ordinance** within its jurisdiction.

**15-16.B** The corporate authorities of a **Community**, or any representatives duly appointed by the corporate authorities, may serve as the **Oversight Committee**.

**15-16.C** The **Oversight Committee**, when considering appeals or **Variations**, may request an opinion from the **Director** or the MEG.

**15-17. Stormwater Management Certification Review and Director Authorization**

**15-17.A Stormwater Management Certification Review** Responsibilities in **Partial Waiver** Communities. When a **Community** petitions for and is granted a **Partial Waiver** of Enforcement of this Ordinance, such **Community** shall have the authority to review and approve applications for **Stormwater Management Certifications** in all areas under its jurisdiction, provided that:

**15-17.A.1** A **Partial Waiver Community** shall send applications for **Stormwater Management Certifications** to the **Director** for review and “**Authorization**” signifying compliance with the applicable provisions of this Ordinance when a **Development** includes: sites with **Wetlands** on or within 100’ of the **Development, Buffers**, and sites which include **Regulatory Flood Plain**, with the following exceptions:

**15-17.A.1.a.** The **Administrator** in a **Partial Waiver Community** may determine that a **Development Site** does not contain a wetland, **Buffer** or **Flood Plain**. Further, the **Administrator** may also determine, without obtaining **Authorization** from the **Director**, that a wetland or **Buffer** is on the **Development Site** and that it will not be impacted by the **Development** based on information submitted by the **Applicant**.

**15-17.A.1.b.** The **Administrator** in a **Partial Waiver Community** may review, without submittal to the **County**, applications for **Developments** on sites that contain **Regulatory Flood Plain/Floodway** where no impact to the portion of the site containing **Regulatory**

**Flood Plain/Floodway** is proposed. The **Administrator** may also review site specific **Flood Plain** determinations, and **Developments** in the **Flood Plains**, for drainage areas less than 640 acres where no **Floodway** has been designated.

**15-17.A.2** Those applications for **Development** where the **Administrator** has submitted the application to the **County** for **Authorization** may, after the **Director** authorizes the application for **Development**, issue the **Stormwater Management Certification** if the application meets the requirements of this Ordinance or the **Waiver Community's Ordinance**, as applicable.

**15-17.B Stormwater Management Certification** Review Responsibilities in a **Complete Waiver Community**. When a **Community** petitions for and is granted a **Complete Waiver** of Enforcement of this Ordinance, such **Community** shall review and **Certify**, signifying compliance with this Ordinance, all applications for **Development** under all provisions of the Ordinance within the boundaries of its jurisdiction.

**15-17.C Stormwater Management Certification** Review Responsibilities in a Non-Waiver **Community**. When a **Community** does not petition for Waiver of Enforcement of this Ordinance, such **Community** shall have applications reviewed and certified by the **Director**, signifying compliance with all provisions of this Ordinance within the boundaries of the **Community**.

**15-17.D Stormwater Management Certification** Reviews. Overall responsibility for supervision of the review of all aspects of a **Stormwater Management Certification** Application under the jurisdiction of this Ordinance rests with the **Administrator**, however the **Administrator** shall ensure that technical reviews are under the supervision of a **Professional Engineer** meeting the requirements of Section 15.127.A.3.a.1 and 15.127.A.3.a.2 for **Complete Waiver** Communities and Section 15.127.A.3.b.1. for **Partial Waiver** Communities. The **Administrator** will also utilize, as the situation requires, the appropriate experts who must meet the requirements of Sections 15.127.A.3.a.3 and 15.127.A.3.a.4 for a **Complete Waiver Community** or Section 15.127.A.3.b.2 for a **Partial Waiver Community** to review those aspects of the **Development** lying outside of the **Professional Engineer's** area of expertise in accordance with the following:

**15-17.D.1** In a **Partial Waiver Community** the **Professional Engineer** may utilize a **Person** with expertise in plant ecology for design review and construction observation of **PCBMP** installations which rely upon vegetation for water quality or **Runoff** volume reduction. The **Professional Engineer** may utilize a **Soil Scientist** or geotechnical engineer, or other **Person** with significant applicable soils expertise for **PCBMP** installations which rely on infiltration for water quality improvement and volume reduction. The **Professional**

**Engineer** will coordinate review comments on an application with those from the **Director** on the same **Development**.

**15-17.D.2** In a **Complete Waiver Community**, the reviewing **Professional Engineer** shall provide a written opinion that the proposed **Development** meets the minimum requirements of this Ordinance. Wetland delineation and other wetland or **Buffer** related aspects outside the expertise of the **Professional Engineer** must be reviewed by an **Environmental Scientist** employed by the **Community** in accordance with Section 15.127.A.3.a.3 who shall provide a written opinion on those matters within their area of expertise that the proposed **Development** meets the minimum requirements of this Ordinance.

**15-17.D.3** In a non-waiver **Community**, the **Director**, or his designee, will determine the appropriate individuals to review the application and coordinate review comments.

**15-18.** Municipal Engineers Group. A Municipal Engineers Group (MEG) shall be established whose purpose will be to provide input to the **Director** for representation of communities on technical matters related to the Ordinance, recommend **General Certification** topics, review draft Ordinance revisions, review draft **General Certifications**, and discuss permitting issues where a recommendation is requested.

**15-18.A** The membership of the MEG shall consist of the Stormwater **Administrators**, or their designees, in each of the Communities who have opted into the DuPage County Stormwater Program. In all matters brought to the MEG for a vote, each **Community** shall have one vote exercised by the **Administrator**, or their designee.

**15-18.B** The MEG shall adopt bylaws covering at a minimum what constitutes a quorum and notice requirements, and meeting schedule.

**15-18.C** Issues considered by the MEG for a vote shall be listed on the agenda sent out in advance of the scheduled meeting. The MEG shall meet no less than once per calendar year.

**15-18.D** All votes by the MEG are advisory. Summaries of the discussions will be kept of all meetings.

**15-19.** RESERVED

**15-20.** Required Inspections

**15-20.A** Any **Development** constructed pursuant to a **Stormwater Management Certification** shall be subject to periodic inspections by the **Director** or the **Administrator** during construction to ensure conformity with **Certification** provisions and conditions.

**15-20.B** Unless otherwise provided by a valid and enforceable intergovernmental agreement, the **Department** shall inspect and monitor the construction and **Maintenance of Mitigation** measures prepared pursuant to Articles XI and XII of this Ordinance for all mitigated **Wetlands** and **Buffers** authorized by a **Stormwater**

**Management Certification** in a Non-Waiver or **Authorization** in a **Partial Waiver Community.**

**15-21. RESERVED**

**15-22. RESERVED**



## ARTICLE III. GENERAL PROVISIONS

### 15-23. Scope of Regulation

**15-23.A** This Ordinance, or the applicable **Waiver Community Ordinance**, shall apply to all **Development** of property within the boundaries of the **County** since February 15, 1992, including those under the control of any governmental entity, except State and Federal government agencies of higher jurisdiction or authority.

**15-23.B** The provisions of this Ordinance, or the applicable **Waiver Community Ordinance**, shall not apply to:

**15-23.B.1 Structures** and land uses existing as of February 15, 1992 except when subsequently re-developed, and except that minimum standards of the **NFIP** shall apply to all **Development**; and

**15-23.B.2** Proposed **Developments** that are listed on the Official List of Exempt Developments submitted by each **Community**. All such **Developments** on the list shall have met at least one of the following criteria:

**15-23.B.2.a.** Building permits for such **Development** were issued prior to February 15, 1992; or

**15-23.B.2.b.** Engineering of all **Stormwater Facilities** for such **Development** was submitted to and approved by the **Community** engineer prior to February 15, 1992; or

**15-23.B.2.c.** Annexation agreements or ordinances or other agreements were recorded or executed prior to February 15, 1992 which specifically exempt such **Development** from **Community** codes; or

**15-23.B.2.d.** For other **Developments**, contractual agreements executed prior to February 15, 1992 which specifically exempt such **Development** from **Community** codes; or

**15-23.B.2.e.** Approvals resulting from judicial decrees preclude application of this Ordinance.

**15-23.C** The exemption granted pursuant to Section 15-23.B.2 shall extend only to the specific improvements authorized by the building permit, engineering approval, or judicial decrees, and all specific limitations agreed to in any annexation agreement or ordinance or contract shall apply. All other **Development** not previously specifically exempted shall remain subject to the provisions of this Ordinance or the applicable **Waiver Community Ordinance**.

**15-23.D** Plan changes which result in greater impervious coverage of the site compared to the exempted plan will be cause for the **Director** or **Administrator** to remove the **Development** from the Official List. Such a finding may be appealed to the **Committee** in accordance with Article XV for final decision.

**15-23.E** Nonconforming **Structures** shall not be replaced or enlarged in any manner unless such replacements or enlargements conform to the requirements of this Ordinance or the applicable **Waiver Community Ordinance**.

**15-24. Official Lists of Exempt Developments**

**15-24.A** Each revision to the Official List of Exempt Developments shall be approved by an official action of the corporate authorities of the **Community**, and shall be acknowledged in writing by the **Director** on behalf of the **Committee**.

**15-24.B** The **Committee** may challenge any revision of an Official List of Exempt Developments submitted by a **Community** within 60 days after proper submission of such list or revision. The **Committee** shall state in writing its reasons for rejection of any **Development** as not being in accordance with the provisions of Section 15-23.B.2 of this Ordinance.

**15-24.C** The **Community** may add a **Development** to, or delete a **Development** from, the Official List of Exempt Developments if an **Applicant** shows that the criteria listed in Section 15-23.B.2 of this Ordinance have been met or if the **Community** has determined that the criteria listed in Section 15-23.B.2 of this Ordinance have not been met.

**15-24.D** Prior to resubmitting its Official List of Exempt Development to the **Committee** deleting a **Development**, the **Community** resubmitting such list with such deletion shall notify the affected owner or **Developer** of such deletion in writing and provide such owner or **Developer** an opportunity to respond to the **Community**.

**15-25. Interpretation**

**15-25.A** This Ordinance and the **Waiver Community Ordinances** shall be liberally construed to protect the health, welfare, safety, and the environment of the residents of the **County** and to effectuate the purposes of this Ordinance and the **Waiver Community Ordinances** and the enabling legislation.

**15-25.B** Nothing contained in this Ordinance, or the **Waiver Community Ordinances**, shall be deemed to consent to, license, permit to locate, construct, or maintain any **Structure**, site, facility or operation, or to carry on any trade, industry, occupation, or activity.

**15-25.C** When provisions of this Ordinance, or any **Waiver Community Ordinance**, differ from any other applicable statute, law, ordinance, regulation, or rule, the more stringent provision shall apply.

**15-25.D** The provisions of this Ordinance and the **Waiver Community Ordinances** are cumulative and shall be considered additional limitations on all other laws and ordinances previously approved or that may hereafter be approved and that concern any subject matter included in this Ordinance or any **Waiver Community Ordinance**.

**15-25.E** Interpretation of technical provisions of this Ordinance shall be made by the **Director**, or the **Administrator** in a **Waiver Community** who may also consult the MEG for an advisory opinion.

**15-26. Warning and Disclaimer of Liability**

**15-26.A** The degree of **Flood** protection provided by this Ordinance or any **Waiver Community Ordinance** is considered reasonable for

regulatory purposes and is based on engineering experience and scientific methods of study.

**15-26.B** Increased **Flooding** may result from causes beyond the control of the **County** or any **Community**.

**15-26.C** This Ordinance and the **Waiver Community Ordinances** do not, therefore, imply that areas outside the delineated **Flood Plain** or permitted land uses within the delineated **Flood Plain** will be free from **Flooding** and associated damages.

**15-26.D** Neither this Ordinance nor any **Waiver Community Ordinance** shall be construed or applied in any manner to create liability on the part of or a cause of action against the **County**, any **Community**, or any elected official, officer, agent, or employee thereof, for any **Flood** damage resulting from reliance on the provisions of this Ordinance or any **Waiver Community's Ordinance** or from reading or interpreting any map that is part of this Ordinance or any **Waiver Community Ordinance**.

**15-27.** General Stormwater and **Flood Plain** Requirements. The following general stormwater and **Flood Plain** requirements shall apply to all **Development**.

**15-27.A** **Development** shall not:

**15-27.A.1** Result in unreasonable new or additional expense to any **Person** other than the **Developer** for **Flood** protection or for lost environmental stream uses and functions attributable to the **Development**; nor

**15-27.A.2** Unreasonably increase **Flood** elevations or decrease **Flood** conveyance capacity upstream or downstream of the area under the ownership or control of the **Developer**; nor

**15-27.A.3** Pose any unreasonable new or additional increase in **Flood** velocity or impairment of the hydrologic and hydraulic functions of streams and **Flood Plains** unless a **Watershed Benefit** is realized; nor

**15-27.A.4** Violate any provision of this Ordinance or any applicable **Waiver Community Ordinance** either during or after construction; nor

**15-27.A.5** Unreasonably or unnecessarily degrade surface or ground water quality.

**15-27.B** For purposes of this article, changes in **Flood** elevations or changes in discharges, within the limits of modeling tolerance allowed in this Ordinance, shall be deemed acceptable.

**15-27.C** Analysis and design of all stormwater and **Flood Plain** facilities required for **Development** shall:

**15-27.C.1** Meet the standards and criteria established in the **Plan** and, if available, in **Watershed Plans** or in **Interim Watershed Plans**; and

**15-27.C.2** Be consistent with techniques specified in the **Watershed Plans** or the **Interim Watershed Plans**; and

**15-27.C.3** Site runoff storage and **Compensatory Storage** facilities shall be either constructed before or concurrently with general construction. The facilities shall be functional prior to or

concurrent with any **Building** construction that increases a site's **Total Impervious Area**.

**15-28. Building Protection**

**15-28.A** Within the boundary of the **Regulatory Flood Plain**, all **Usable Space** in new **Buildings**, or added to existing **Buildings**, shall either be elevated, **Floodproofed**, or otherwise protected such that the lowest entry shall be at least one foot above the nearest **Base Flood Elevation** to prevent the entry of surface stormwater. **Floodproofing** devices shall be operational without human intervention. If electricity is required for protection against **Flood** damage, there shall be a backup power source which will activate without human intervention. **Floodproofing** measures shall be certified by a **Professional Engineer**.

**15-28.B** All **Usable Space** in new **Buildings** or added to existing **Buildings**, shall be elevated, **Floodproofed**, or otherwise protected to at least one foot above the design elevation to prevent the entry of surface stormwater. The design elevation is the higher elevation of either Article X or the elevation associated with the design rate as determined in Section 15-73.A.2.

**15-28.C** Other **Building** protection standards for **Structures** that shall be implemented in the **Flood Plain** are listed in Section 15-81.B in Article X.

**15-29. RESERVED**

## ARTICLE IV. STORMWATER MANAGEMENT CERTIFICATIONS

**15-30. Stormwater Management Certifications.** Any **Person** proposing a **Development** shall obtain a **Stormwater Management Certification**, or the **Development** must fit all conditions of a **General Certification** (Section 15-32), or if applicable, obtain a **Letter of Permission** (Section 15-31) unless the **Development** meets all of the criteria of Section 15-30.A or one of the following criteria of Section 15-30.B.

**15-30.A** The **Development** is:

**15-30.A.1** On a **Development Site** that does not include **Flood Plain, Wetlands** or **Buffers**; and

**15-30.A.2** The **Development** does not add 2,500 square feet or more of **Net New Impervious Area** compared to the pre-**Development** conditions, and

**15-30.A.3** Does not include 5,000 square feet or more of land disturbing activities.

**15-30.B** The **Development Site** does not include **Wetlands, Buffers** or **Flood Plains** and consists solely of one or more of the following:

**15-30.B.1** Cultivation, conservation measures or gardening; or

**15-30.B.2** Installation, renovation or replacement of a septic system, potable water service line, or other utility to serve an existing **Structure**; or

**15-30.B.3** Excavation or removal of vegetation in rights-of-way or public utility easements for the purpose of installing or maintaining utilities; or

**15-30.B.4** **Maintenance**, repair or at grade replacement of existing lawn areas not otherwise requiring a **Stormwater Management Certification** under this Ordinance.

**15-31. Letters of Permission.** The **Administrator**, or the **Director** in Non-Waiver Communities, shall have the option of issuing a "**Letter of Permission**" in lieu of a **Stormwater Management Certification**. A **Letter of Permission** may be issued for **Developments** that can be determined, based on review of the **Applicants** proposed plans, available documents, site inspection and judgment, to be limited in scope and complexity and fit the definition, for "**Minor Development**". The **Applicant** may propose that certain submittal requirements be waived for those **Developments** approved for processing as a **Letter of Permission**, provided that the request is in writing and in advance of the submittal, and the request is approved in writing by the **Administrator** or the **Director** in a Non-Waiver **Community**. The **Applicant**, or if applicable their design professionals, must affirm that all calculations are in accordance with standard engineering practice and have been checked for accuracy of calculation and are in compliance with the requirements of this Ordinance. The **Applicant** shall remain responsible for any errors in calculation or application of engineering methodology.

**15-31.A** The following are the potential modifications to submittal requirements in the form of "waiving submittal" that may be considered.

- 15-31.A.1 Supporting calculations for simple soil erosion and sediment control plans, if the **Development** is not subject to NPDES permitting;
- 15-31.A.2 Routine backup calculations such as time of concentration, runoff curve number, and storm sewer design calculations;
- 15-31.A.3 Copies of maps such as soils maps.
- 15-31.A.4 Other supporting calculations when the results used in the design appear to the **Administrator** to be within the norms of engineering practice.
- 15-31.B The following are not eligible to be “waived for submittal”
  - 15-31.B.1 Construction plans complete with all details, including soil erosion and sediment control plan must be submitted by the **Applicant**.
  - 15-31.B.2 Development Securities in the amounts and forms defined in this Ordinance, record exhibits and maintenance easements may be reduced or waived if adequate other securities are required under other building permit requirements such that the **Administrator** or **Director** in a Non-Waiver **Community** is reasonably assured that the intent of those provisions in this Ordinance is carried out.
- 15-31.C Decisions made on behalf of the **Community** by the **Administrator** or **Director** with regard to Letters of Permission applicability and submittal requirements are by permission to the **Applicant**.
- 15-31.D The **Letter of Permission** will serve in all respects as the **Stormwater Management Certification**, with the same duration, and may be combined with a **General Certification** for the parts of the **Development** to which a **General Certification** might be applicable.
- 15-31.E A **Letter of Permission** cannot be used to substantively change the technical standards of this Ordinance.

**15-32. General Certifications.** The **Director**, or the **Administrator** in a **Waiver Community**, may issue **General Certifications** which when adopted by the Stormwater **Committee**, **County Board**, and **Oversight Committee** and when found applicable to the particular circumstances of a **Development**, will serve as the **Stormwater Management Certification** for the **Development** activity, or a portion of the **Development** activity. **General Certifications** may provide clarification or interpretation of technical requirements and are intended to address common and generally low impact **Developments**, reducing submittal requirements, design costs and the public burden to apply for **Certification** and review such **Development** cases. The **Applicant** may be required to make a submittal and pay review fees, as described in the **General Certification** or in the **Community’s** fee schedule. As long as the **Applicant** abides by the Special Conditions as described in the **General Certification**, then the **Development** will be considered as having obtained a **Stormwater Management Certification**.

- 15-32.A Types of **Developments** for **General Certification** drafts will be recommended by the MEG, who may refer them to a committee of the MEG or **County** staff. The **Director** will present the **General**

**Certification** to the Stormwater **Committee** for those **General Certifications** with countywide applicability. When initiated by an **Administrator**, the **Administrator** shall obtain a recommendation from the **Director**, who will also refer it to the MEG for a recommendation. Any **General Certification** may be used by any **Community**. A **General Certification** must be adopted by the **Community** for use in that **Community** or by the **County** Board for applicability **Countywide**.

**15-32.B General Certifications** are authorized for one year and shall be automatically renewed annually unless action is taken to change the **Certification** within 60 days of expiration. An **Applicant** who relied on a **General Certification** shall have one year from the date of reauthorization to complete the **Development** under the terms of the **General Certification** as it read at the time the **General Certification** was issued.

**15-33. Datum.** All topographic maps or exhibits, and **Record Drawings** associated to a project shall be tied to the North American Vertical Datum of 1988 (NAVD88) of the National Spatial Reference System (NSRS) as maintained by the United States National Geodetic Survey (NGS). A minimum of two vertical geodetic control points shall be established on or adjacent to the project to tie the elevations of each project to NAVD88. The methods used by an Illinois Professional **Land Surveyor** to establish NAVD 88 elevations shall achieve a national NSRS vertical network accuracy of 0.15 of a U.S. Survey foot (5 centimeters) or better to be in compliance with **FEMA** requirements, as specified in the **FEMA** document "Guidelines and Specifications for Flood Hazard Mapping Partners" dated April 2003. The surveyor shall use one of the following two methods to achieve vertical network accuracy as well as to provide documentation to substantiate the vertical network accuracy.

**15-33.A** Establish vertical geodetic control at the site using a combination of GNSS measured ellipsoid heights and calculated orthometric heights using the most current available version of a reputable Geoid Model. Global Navigation Satellite System (GNSS) derived ellipsoid heights shall be determined by processing GPS field measurements through the NGS GPS Online Positioning System – Rapid Static service (OPUS-RS). The surveyor shall provide to the **County** a copy of the OPUS-RS report.

**15-33.B** Establish vertical geodetic control at the site by differential leveling surveying using NGS specifications for Third-Order vertical surveys. All vertical leveling must be measured relative to at least two NSRS vertical geodetic control monuments of Second-Order or better accuracy. The surveyor shall provide to the **County** a list of the two or more NGS Second-Order vertical geodetic control monuments used during the leveling survey and a copy of the leveling notes.

**15-34. Requirements for Applicants to use Professional Engineers and Surveyors.** Calculations for the design of **Stormwater Facilities**, determination of the **Regulatory Flood Plain**, or calculations of the impact of the **Development**

shall be prepared, signed and sealed by a **Professional Engineer**, or **Professional Land Surveyor** when they are legally entitled to sign. **Structures** which are subject to a differential water pressure head of greater than three feet shall be designed under the supervision of a Licensed **Structural Engineer**, who shall sign and seal the design plans and calculations. Topographic exhibits and **Record Drawings** may alternatively be signed and sealed by a **Professional Land Surveyor**.

- 15-35.** Requirements for **Applicants** to use **Environmental Scientist**. When required, all determinations regarding the absence or presence of **Wetlands** on the **Development Site** or within one hundred (100) feet from the **Development Site** shall be performed by an **Environmental Scientist** (Section 15-85.B), unless the **Director** or **Administrator** concludes and documents otherwise in accordance with Section 15-85.A.
- 15-36.** **Professional Engineer** statement with application. Unless waived by the **Community** or by **General Certification**, a **Professional Engineer** under the employment of the **Applicant** shall provide a statement rendering an opinion that the **Development** meets the minimum criteria for stormwater management in accordance with this Ordinance, or the applicable **Waiver Community Ordinance**.
- 15-37.** Other Agency Approvals. No work may begin on a site in those areas under the jurisdiction of any other stormwater authority until the authority's permits or approvals have been obtained. Failure to obtain a permit from other required stormwater related jurisdictions will invalidate an issued **Stormwater Management Certification**. When the **Development** qualifies for and meets the special conditions of an IDNR-**OWR** General, Regional or Statewide permit, then no special approval correspondence from IDNR-**OWR** will be required.
- 15-38.** **Community Developments**. A **Community** must obtain a permit from IDNR-**OWR**, or their designee, prior to issuance of a **Stormwater Management Certification** for any **Community Development** that falls under the jurisdiction of IDNR-**OWR**, unless the **Development** qualifies for and meets the special conditions of an IDNR-**OWR** General, Regional or Statewide permit, then no special approval correspondence from IDNR-**OWR** will be required.
- 15-39.** IDNR-**OWR** reserved review. For **Development** within the **Regulatory Floodway**, the following calculations or analyses shall be submitted to and approved by IDNR-**OWR** or its designee prior to issuance of a **Stormwater Management Certification**:
- 15-39.A** **Flood** damage analysis for the replacement or modification of existing bridges or culverts;
  - 15-39.B** Hydraulic analysis of new, modified or replacement bridges or culverts;
  - 15-39.C** Analyses of alternate transition sections from those required in Section 15-82.E. of this Ordinance; and



- 15-39.D Analyses of hydrologically and hydraulically equivalent storage.
- 15-39.E Any embankment or **Structure** meeting IDNR-OWR's definition of a **Dam**, including areas outside the **Regulatory Floodway**.

**15-40.** Certification Application Requirements and Submittals. The specific applicable technical requirements and the extent of documentation required to be submitted may vary depending on existing conditions of the **Development Site**. The **Applicant** shall combine the separate "submittals" referenced in each article into a single application package of materials. Unless superseded by application under either a **General Certification** or a **Letter of Permission**, or the **Director** or **Administrator** specifically allows a modification of the submittal requirements in writing, the following shall guide the determination that an application for **Stormwater Management Certification** is complete.

**15-40.A** Stormwater Submittal. All **Developments** requiring a **Stormwater Management Certification** are required to submit the information required for Minimum Submittal (Section 15-47.A). The requirement for **Record Drawings** (Section 15-47.B) applies to all **Developments** that construct **Stormwater Facilities**, or include wetland, **Buffer** or **Flood Plain** onsite. Unless the **Development** fits the definition of **Minor Development**, the plans and calculations listed in Section 15-47.D will also be required (as relevant to the specific **Development**).

**15-40.B** Maintenance Plan. When the **Development** includes construction of a Site Runoff Storage Facility or Post Construction Best Management Practices, a maintenance plan specifying tasks and frequency shall be submitted.

**15-40.C** The provisions of Section 15-55 shall apply to all **Developments** except:

**15-40.C.1** **Developments** classified as **Minor Developments**; or

**15-40.C.2** **Developments** which do not include site stormwater storage facilities and which do not include any **Best Management Practices** with a design drainage area greater than 1-acre.

**15-40.D** Performance Security. Performance Security in accordance with Section 15-54 may be combined into a single instrument and is required as follows.

**15-40.D.1** Development Security in accordance with Section 15-54.B. is required for all **Developments** which are not **Minor Developments**, and which include construction of a **Stormwater Facility** (Article IX), or more than 200 feet of Storm Sewer, or a Post Construction Best Management Practice (Article VIII) designed to serve more than 1-acre of drainage area.

**15-40.D.2** Erosion and Sediment Control Security in accordance with Section 15-54.C is required for any **Development** disturbing more than 1-acre, or which disturbs the bed and banks of a **Channel** draining more than 100-acres, or when an

Erosion and Sediment Control Plan is required because of impact to **Wetlands** or **Buffers** or **Flood Plain**.

**15-40.D.3** A Natural Area, Wetland and **Buffer Mitigation** Area Security shall be posted per Section 15-54.D. Whenever a natural area is being restored or a Wetland or **Buffer** is impacted and mitigated, unless **Mitigation** is provided by fee-in-lieu.

**15-40.E** Soil Erosion and Sediment Control. All **Developments** must provide both temporary and permanent Soil Erosion and Sediment Control; however, plans for these measures must be submitted for review only where the **Development** is required to obtain a **Stormwater Management Certification** (Section 15-30). **Developments** required to make application may obtain a **Letter of Permission** (Section 15-31), even if it is not a **Minor Development**, as long as no other aspect of the **Development** requires review under Articles VIII, IX, X or XI. All other applications shall include the following based on area of land disturbance of the proposed **Development**:

**15-40.E.1** If the land disturbance is less 1 acre and does not disturb the bed and banks of a **Channel** draining more than 100- acres, and the **Development** does not involve impact to **Buffer** or wetland or **Flood Plain**, and is not part of a larger common plan, then the submittal shall be per Section 15-50.B.

**15-40.E.2** If the land disturbance is one 1-acre or greater or disturbs the bed or banks of a **Channel** draining more than 100-acres, or the **Development** includes impact to **Buffers** or **Wetlands** or **Flood Plain**, then the requirements of Sections 15-50.C and 15-50.D shall apply.

**15-40.F** Post Construction Best Management Practices. When the impervious coverage of the **Development Site** is increased by 2,500 square feet or more compared to the **Pre-Development Site** then **PCBMPs** designed in accordance with Section 15-63 through Section 15-70 are required and submittals in accordance with Section 15-49 are required with the Application, unless one of the exceptions or exclusions listed in Section 15-63 applies.

**15-40.G** **Flood Plains** and **Floodways**. All **Developments** shall check the requirements of Section 15-80 to determine if **Flood Plain** exists on a **Development Site**. Chart 3 is included in Appendix C as a guide. If **Flood Plain** does exist on the **Development Site**, a **BFE** shall be established as outlined in Section 15-80.D and shall be drawn on the site topographic map. If the datum for the **BFE** determination is different from the site topographic map datum, the appropriate conversion factor shall be used. The DuPage County developed conversion factors from NGVD29 to NAVD88 per **Watershed**, shall be used when appropriate. If the proposed work is outside of the **BFE**, there shall be no additional requirements from Article X that need to be met. **Applicants** shall determine if **Floodway** exists following Section 15-80.F. For **Developments** that involve work within the **Flood Plain**

or, where there is **Floodway** within the disturbed area, the **Flood Plain** and **Floodway** shall be delineated on the site plan.

**15-40.G.1** For **Developments** within the **Flood Plain**, document that Section 15-81 requirements are being met with a narrative and appropriate calculations, modeling, cross-sections and plans.

**15-40.G.2** For **Developments** within the **Floodway**, document that Section 15-82 requirements are being met with a narrative and appropriate calculations, modeling, cross-sections and plans per Section 15-51.

**15-40.H Wetlands.** A flowchart is included in Appendix C as a guide. **Stormwater Management Certifications** are required for **Developments** where the area being disturbed, or developed, is within 100 feet of a wetland located either on-site or off-site. The application shall include the following.

**15-40.H.1** A wetland delineation and report will be required unless the wetland is determined to be greater than 100 feet away from the **Development's** limit of disturbance, and Section 15-17.A.1.a is applied by the **Administrator** in a **Partial Waiver Community**, or with the concurrence of the **Administrator** in a **Complete Waiver Community**, or the **Director** in a Non-Waiver **Community**.

**15-40.H.2** If the **Development's** proposed limit of disturbance is within 100 feet of a wetland, then,

**15-40.H.2.a.** A wetland delineation and report will be required (Section 15-85), unless the wetland has clearly defined boundaries and there are no proposed wetland or **Buffer Direct Impacts** or indirect wetland hydrologic impacts that exceed the thresholds found in Section 15-87.

**15-40.H.2.b.** If there are **Direct Impacts** to the wetland, then the wetland submittal in accordance with Section 15-48 will be required.

**15-40.H.2.c.** If the **Development** will cause an indirect impact to a wetland an indirect impact analysis shall be included in the Wetland Submittal.

**15-40.H.2.d.** If the **Development** has a direct or indirect **Permanent Wetland Impact** a hydrologic analysis of the **Mitigation** area (Section 15-88.L) and a maintenance and monitoring plan (Section 15-88.M) are required to be submitted, unless Fee in Lieu of **Mitigation** is provided.

**15-40.I Buffers.** See also the flowchart in Appendix C. **Direct Impacts** to **Buffers** (Section 15-92) will require a **Buffer** Submittal in accordance with Section 15-48.

**15-41. Special Cases of Development.** Special Cases of Development shall have differing submittal or, technical standards than other **Developments**, as summarized in Table 1.

Table 1 Note: Referenced Ordinance Sections apply to the Special Cases of Development.

	<b>FLOOD PLAIN/ FLOODWAY (Note these Sections)</b>	<b>POST CONSTRUCTION BEST MANAGEMENT PRACTICES</b>	<b>SITE RUNOFF STORAGE</b>
<b>ROADWAY DEVELOPMENT</b>	15-81.A.2 15-81.D.4	15-63.A.2 (EXISTING) OR 15-63.A.1 (NEW)	POSSIBLE SITE RUNOFF STORAGE (SPECIAL) 15-72.A.4 15-72.B
<b>BRIDGE AND CULVERT MODIFICATION</b>	15-81.A.2, 15- 81.A.2.c, 15-81.A.2.d 15-82.A.6, 15-82.D, 15-82.F	EXEMPT 15-63.A.2	EXEMPT 15-72.C.1
<b>STREAMBANK STABILIZATION</b>	15-82.C.2	EXEMPT 15-63.A.4	EXEMPT 15-72.C.2
<b>NAUTRAL AREA RESTORATION</b>		EXEMPT 15-63.A.4	EXEMPT 15-72.C.3
<b>WETLAND MITIGATION SITE</b>	15-82.C.3	EXEMPT 15-63.A.4	EXEMPT 15-72.C.4
<b>WETLAND MITIGATION BANK</b>	15-82.C.3	EXEMPT 15-63.A.4	EXEMPT 15-72.C.4
<b>TRAIL DEVELOPMENT, BIKEWAY, PEDESTRIAN WALKWAY</b>	15-81.A.2.b 15-81.A.2.c	EXEMPT 15-63.A.5 (MEETING CONDITIONS)	EXEMPT 15-72.C.5 (MEETING CONDITIONS)
<b>OPEN SPACE DEVELOPMENT</b>	15-81.A.6 15-82.A.5 15-82.A.9	15-63 ≥2,500 S.F. NET NEW IMPERVIOUS	ONLY SITE RUNOFF STORAGE (SPECIAL) 15-72.B
<b>WATER AND SEWER IMPROVEMENT DEVELOPMENT</b>	15-81.C.2 15-81.C.3	EXEMPT 15-63.A.7	EXEMPT 15-72.C.6

**TABLE 1: SPECIAL CASES OF DEVELOPMENT**

**15-42.** Fees for **Certification** and **Authorization** by the **County** and other fees.

**15-42.A** A review and inspection fee schedule for **Stormwater Management Certifications** in Non-Waiver Communities, and for **Authorization** reviews performed by the **County** on behalf of Waiver Communities, is attached to this Ordinance as Schedule A and by this reference incorporated into this Ordinance.

**15-42.B** All **Certification** review and inspection fees for **Development** in Non-Waiver Communities, and in those areas of review undertaken by the **County** in Waiver Communities, shall be payable to the **Department**.

**15-42.C** Waiver Communities may set **Certification** review and inspection fees or set up escrow accounts for payment of review costs for **Developments** within their jurisdictions.

**15-42.D** All stormwater management review fees shall be paid at the time directed by the **Administrator** or **Director**.

**15-42.E** Any fee-in-lieu that is part of the conditions for issuance must be paid prior to issuance of the **Certification**.

**15-43.** Release of Performance Security and Easements. The **Record Drawings** requirements of Sections 15-47.B and the applicable requirements of 15-55 will also be required to be satisfied prior to the release of the remaining development securities in Section 15-54.

**15-44.** Duration and Revision to **Certifications** and **Authorizations**. **Certifications** expire December 31<sup>st</sup> of the third year from the date of **Certification** or **Authorization**, whichever is sooner.

**15-44.A** If the certified activity has been started but is not completed by the expiration date of the **Certification**, and the **Certification** holder intends to pursue the certified or authorized activity, then the **Certification** holder must submit a written request that the expiration date be extended. Upon receipt of such request, the **Director** or the **Administrator** may extend the expiration date in maximum increments of three years for Certified or authorized activities, provided the activity is in compliance with the then current requirements of this Ordinance or the applicable **Waiver Community Ordinance**. Expiration dates for Certified or authorized activities within **Wetlands** and **Buffers** may be extended provided that an updated delineation shows no significant change in wetland boundary or classification.

**15-44.B** If, after **Certification** issuance, the **Certification** holder decides to revise the approved plans, the **Certification** holder shall submit revised plans to the **Director** or the **Administrator**, along with written request for approval by the expiration date. If the **Director** or the **Administrator** determines that the revised plans are in compliance with the then current requirements of this Ordinance or the applicable **Waiver Community Ordinance**, an approval of the revised plans will be issued.

**15-44.C** No activity by the **Applicant** in the form of a resubmittal or follow-through on outstanding issues required for **Certification** in the 12 month period following the date of the last correspondence from the **Director**, or **Administrator**, pertaining to the Application, will be cause for considering the application withdrawn.

**15-45. RESERVED**

**15-46. RESERVED**

## ARTICLE V. CERTIFICATION SUBMITTALS

### 15-47. Stormwater Submittals

**15-47.A** Minimum Submittal. Unless one of the following is specifically waived with documentation by the **Director** or the **Administrator** in a **Waiver Community**, or the **Development** is eligible for **Certification** by a **General Certification** or **Letter of Permission**, a minimum Stormwater Submittal shall be required for all **Developments** requiring **Certification**. The following constitutes a minimum Stormwater Submittal, unless modified by **Waiver Community Ordinance**:

**15-47.A.1** The name and legal address of the **Applicant** and of the owner of the land; and

**15-47.A.2** The common address and legal description of the site where the **Development** will take place; and

**15-47.A.3** Affidavits signed by the land owner and the **Developer** attesting to their understanding of the requirements of this Ordinance or the applicable **Waiver Community Ordinance** and their intent to comply therewith, including the submittal of a record drawing in accordance with Section 15-47.B; and

**15-47.A.4** A listing of all other required stormwater related permits, a brief description of how the other permits apply to the **Development**, and when requested by the **Director** or the **Administrator**, complete copies of the applications for the permits; and

**15-47.A.5** A statement of opinion by a qualified professional(s) either acknowledging or denying the presence of **Flood Plain** in accordance with Section 15-80, **Wetlands** in accordance with Section 15-85, and **Buffers** in accordance with Section 15-92; and

**15-47.A.6** A standard engineering scaled drawing depicting any proposed major **Stormwater Facilities** on a topographic map depicting any offsite upstream drainage area and the characteristics of the downstream facilities receiving discharge from the **Development**.

**15-47.A.7** An exhibit at standard engineering scale is also required that is used as the basis to determine the extent of existing **Impervious Area**, proposed developed **Impervious Area**, and extent of area to be disturbed in the construction of the **Development**.

**15-47.A.8** A statement from the **Applicant** acknowledging that all stormwater submittals shall be made available for inspection and copying by the **County**, notwithstanding any exemption from inspection and copying for such materials under the Illinois Freedom of Information Act, upon the written request of either: i) the **Applicant** ii) any subsequent owner of the subject property; or iii) any governmental unit having planning or drainage jurisdiction within 1 and 1/2 mile of the subject property.

- 15-47.B** Upon completion of the **Stormwater Facilities**, a record drawing signed and sealed by either a **Professional Engineer** or a Professional **Land Surveyor** depicting the as-constructed size, rim and inverts elevations of pipes, stormwater **Structures** and culverts, and contours and **Flood** storage volumes of all required basins of the **Major Stormwater Systems** and **Minor Stormwater Systems**.
- 15-47.C** An informational note acknowledging the presence of on-site **Wetlands, Buffers, Flood Plains, and PCBMPs** with drainage areas 1 acre or greater, shall be recorded against the title to alert all future owners and shall reference the **Stormwater Management Certification** number.
- 15-47.D** Documentation supporting **Certification** compliance. The following items will be submitted to demonstrate and support that the application for **Certification** is in compliance with this Ordinance. The **Administrator** or **Director** may approve, in writing, an application without some or all of these items based on the extent and complexity of the **Development**. All plans and drawings shall be at standard engineering scale.
- 15-47.D.1** A scaled plan or plans illustrating the major and minor conveyance system, including:
- 15-47.D.2** Size, type, length and inverts of conveyance **Structures** including drainage pipes, culverts, manholes, catch basins, inlets, and drain tiles.
- 15-47.D.3** A scaled exhibit illustrating the **Impervious Area** of the site prior to the **Certification** along with a calculation of the percentage of the site that is impervious.
- 15-47.D.4** A scaled exhibit illustrating the proposed impervious surfaces of the **Development**.
- 15-47.D.5** Calculations of the percentage of impervious surfaces after complete construction of the proposed **Development**.
- 15-47.D.6** Scaled plans illustrating the location of and details for site runoff storage.
- 15-47.D.7** Calculations that establish the required site runoff storage volume along with calculations confirming that the proposed plan achieves either the site runoff storage or the modified site runoff storage.
- 15-47.D.8** When site runoff storage special is required, calculations that demonstrate the specified post **Development** discharges have not exceeded the predevelopment values.

**15-48. Wetland and Buffer Impact Submittals.**

**15-48.A** The submittal shall include all the following information unless the **Director** or **Administrator** concludes otherwise in accordance with Sections 15-17.A.1.a or 15-85.A.

**15-48.A.1** A complete wetland delineation report prepared in accordance with the Federal Methodology. The report shall also contain the following.

**15-48.A.1.a.** Completed **USACE** wetland delineation data forms.



- 15-48.A.1.b. Aerial photograph, or other exhibit, clearly showing wetland boundaries, location of wetland delineation data points, and offsite **Wetlands** within 100' of the property.
- 15-48.A.1.c. A narrative describing the physical characteristics and size of each onsite wetland and **Buffer** including a floristic inventory list, calculated mean C and **Floristic Quality Index (FQI)** calculated for each onsite wetland area.
- 15-48.A.1.d. Representative photos of each wetland and its associated **Buffer**.
- 15-48.A.1.e. Copies of the below listed information shall be provided:
  - 15.48.A.1.e.1. Floristic Inventory List.
  - 15.48.A.1.e.2. **NRCS** DuPage County Soil Survey map with legend identifying any mapped hydric soils.
  - 15.48.A.1.e.3. IDNR Threatened and Endangered Species consultation (EcoCAT).
  - 15.48.A.1.e.4. National Wetland Inventory Map.
  - 15.48.A.1.e.5. DuPage County Wetland Inventory Map.
  - 15.48.A.1.e.6. DuPage County Regulatory Flood Plain Map and Flood Insurance Rate Map.
  - 15.48.A.1.e.7. Site location map with approximate scale.
- 15-48.A.2 For critical **Wetland Impacts**, complete an **Alternatives Analysis** in accordance with Section 15-86.B.
- 15-48.A.3 For impacts to **Regulatory Wetlands/Waters of DuPage** greater than 0.1 acre total surface area, or Corps of Engineers jurisdictional waters or wetland, complete an alternative analysis in accordance with Section 15-86.C.
- 15-48.B **USACE** Jurisdictional Wetland. If a **USACE** jurisdictional wetland will be impacted, a copy of a Letter of No Objection, General, Regional, or Individual Permit shall be provided prior to issuance of the **Stormwater Management Certification**, unless the **Director** or **Administrator** concludes otherwise. In which case, the **Certification** can be conditioned to state that such work may not commence within or adjacent to the waters of the United States or wetland until receipt of the necessary **USACE** authorization.
- 15-48.C The following support documentation is required to be submitted. The **Administrator** or **Director** may waive the requirement to provide some or all of the following support documentation when considering the complexity and extent of the proposed **Development** and its impact:
  - 15-48.C.1 Wetland delineation plan view that includes a depiction of the **Buffer** limits (Section 15-92).
  - 15-48.C.2 Statement indicating the date of the wetland boundary verification and **OHWM** verification.

- 15-48.C.3 Indirect impact determination. When required, documentation including subarea **Watershed** map and hydrologic calculations with a table summarizing results in accordance with the analysis in Section 15-87 is required.
- 15-48.C.4 **Development** narrative shall include the following applicable items:
  - 15-48.C.4.a. Description of the functions of the impacted wetland or **Buffer**, and how the impacts will be mitigated.
  - 15-48.C.4.b. Historic aerials, if available, to document the previous site conditions or the extent of farmed wetland.
  - 15-48.C.4.c. Description of **Mitigation** method, location, and ratios.
  - 15-48.C.4.d. Description of **Mitigation** area and plan objectives.
  - 15-48.C.4.e. Description of management practices. The document shall include clarification that prescribed burns and herbicide applications must be performed by trained/licensed personnel under the proper permits.
  - 15-48.C.4.f. **Performance Standards.**
  - 15-48.C.4.g. Reporting requirements.
  - 15-48.C.4.h. **Hydrology** monitoring methodology and goals.
  - 15-48.C.4.i. Implementation schedule.
  - 15-48.C.4.j. Native species list with quantities, size of stock, seeding rate and/or plug spacing.
  - 15-48.C.4.k. Planting specifications and soil handling.
  - 15-48.C.4.l. Cost estimate to include installation, management, monitoring, and reporting as anticipated to meet **Performance Standards.**
- 15-48.C.5 Plan view drawings and details, where applicable:
  - 15-48.C.5.a. Existing and proposed topography.
  - 15-48.C.5.b. Delineated wetland and **Waters of DuPage OHWM** boundary to a sub meter accuracy or better.
  - 15-48.C.5.c. **Buffer** boundary.
  - 15-48.C.5.d. Location of impacts to wetland and **Buffer.**
  - 15-48.C.5.e. A table shall be provided on the plans listing the total acreage of the existing wetland and **Buffer** areas, and the proposed impact and **Mitigation** areas. These calculated areas should also be graphically highlighted.
- 15-48.C.6 Wetland and **Buffer Mitigation** plan, if applicable, shall contain the following information:
  - 15-48.C.6.a. Delineate and label planting and seeding zones.
  - 15-48.C.6.b. Delineate and label **Mitigation** and enhancement zones.
  - 15-48.C.6.c. Existing and proposed topography.
  - 15-48.C.6.d. Planting methodology and soil handling.
  - 15-48.C.6.e. Proposed wetland and **Buffer** boundaries.
  - 15-48.C.6.f. Native species list including size of stock, quantity, seed rate, and spacing of plugs.

- 15-48.C.6.g. Woody planting locations, if any.
- 15-48.C.6.h. Signage or physical barrier locations.
- 15-48.C.6.i. Monitoring well locations, if installed.
- 15-48.C.6.j. Permanent transect locations and photo-documentation points for monitoring, if required.
- 15-48.C.6.k. Maintenance and monitoring plan with **Performance Standards**.

**15-49.** Post Construction Best Management Practice Submittal. The Post Construction Best Management Practice (**PCBMP**) submittal shall include:

- 15-49.A A discussion documenting compliance with the requirements of Article VIII.
- 15-49.B A listing and discussion of all **PCBMPs** to be used.
- 15-49.C Supporting calculations documenting compliance with the volume reduction BMP requirements.
- 15-49.D For manufactured **PCBMPs**, the manufacturer documentation to support pollutant removal rates shall be supplied.
- 15-49.E A BMP specific planting/seeding plan for all areas to be vegetated which shall include:
  - 15-49.E.1 Identified locations for all plantings (e.g., lawn, upland prairie, wet prairie, etc.), seeding and planting specifications and methodology.
  - 15-49.E.2 A schedule for installation.
  - 15-49.E.3 Proposed maintenance and monitoring provisions.
  - 15-49.E.4 An opinion of probable cost to construct the **BMPs**.

**15-50.** Soil Erosion and Sediment Control Submittal Requirements.

- 15-50.A **Developments** that only require approval of the soil erosion and sediment control provisions of this Ordinance and do not require approval for any other aspect of this Ordinance shall be reviewed and processed as a **Letter of Permission (LOP)**. To be eligible for a **LOP**, in addition to the requirements of this Ordinance, the **Applicant** must certify that he is aware of the design requirements of the IEPA NPDES ILR10 permit and certify that the plan meets those requirements.
- 15-50.B For **Developments** with less than one acre of land disturbance that are not part of a larger common plan, a qualified designer shall certify that the **Development** meets the soil erosion and sediment control design criteria found in Article VII have been met. However, formal submittal of the information under Section 15-50.D. is unnecessary unless the **Director** or **Administrator** requests demonstration of compliance with these provisions.
- 15-50.C For **Developments** that disturb one or more acres of land area, or will disturb less than one acre of land, but are part of a larger common plan that will ultimately disturb one or more acre land area, the **Applicant** shall prepare and provide a copy of a SWPPP in accordance with the requirements of Illinois Environmental Protection Agency General NPDES Permit No. ILR 10, Part IV.D.1.a-f (Contents of Plan), Part IV.D.2.a-d (Controls), Part IV.D.3 (Maintenance) and

Part IV.D.4.a-f (Inspections). The plan prepared for the SWPPP may be submitted as the SESC Plan for the **Development**.

**15-50.D** If the SESC plan does not appear adequate to comply with the design requirements of Article VII, in the opinion of the **Administrator** or **Director**, then the **Administrator** or **Director** may require submittal of any or all of the following to demonstrate the plan's compliance. Site maps which indicate:

**15-50.D.1** One foot contours with delineated sub-basins.

**15-50.D.2** Approximate slopes anticipated before and after major grading activities.

**15-50.D.3** Locations where vehicles enter or exit the site and, controls to prevent offsite sediment tracking areas, and concrete washout controls and procedures, limits of soil disturbance, and the location of major structural and nonstructural controls identified in the plan.

**15-50.D.4** The location of areas where stabilization practices are expected to occur.

**15-50.D.5** Surface waters (including **Wetlands**), and locations where stormwater is discharged to a surface water.

**15-50.D.6** **Developments** that will extend through winter shall provide a description of winter specific soil erosion and sediment control measures to be implemented.

**15-50.D.7** A description of the nature of the construction activity or demolition work.

**15-50.D.8** A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g., clearing, grubbing, excavation, grading) and construction stabilization schedule.

**15-50.D.9** An estimate of the total area of the site, and the total area of the site that is expected to be disturbed by excavation, grading, or other activities.

**15-51.** Submittal Requirements for **Development** in the **Regulatory Flood Plain**.

**15-51.A** **Developments** located in the **Regulatory Flood Plain** shall, at a minimum, provide the following:

**15-51.A.1** A copy of the effective **FIRM**, **RFM**, and **DFIRM** (if available) drawn to scale and showing the limits of the **Regulatory Flood Plain**, **Regulatory Floodway**, and the boundaries of the **Development Site**. If available, a **FIRMette** should be made for the **Development Site**. A **FIRMette** is a full-scale section of a **FEMA FIRM**) that is created through **FEMA's** website.

**15-51.A.2** Engineering calculations and designs that demonstrate the proposed **Development** meets the **Flood Plain** requirements of this Ordinance. All calculations and designs shall be prepared, signed, and sealed by a **Professional Engineer**.

**15-51.A.3** A topographical map of the **Development Site**, showing the boundaries of the **Development Site** and the limits of the

existing and proposed conditions Zone A **Regulatory Flood Plain** and **Regulatory Floodway**.

**15-51.A.4** The **Applicant** shall obtain and provide copies of all required local, state, and federal permits prior to approval for a **Stormwater Management Certification**.

**15-52.** RESERVED

**15-53.** RESERVED

## ARTICLE VI. PERFORMANCE SECURITY and EASEMENTS

### 15-54. Performance Security

#### 15-54.A General Security Requirements.

**15-54.A.1** As security to the **County** or the **Waiver Community** for the performance by the **Developer** of the **Developer's** obligations to complete the construction of any **Stormwater Facilities** required by the **Stormwater Management Certification**, to ensure that such **Stormwater Facilities** function as designed after construction, to pay all costs, fees, and charges due from the **Developer** pursuant to this Ordinance or the applicable **Waiver Community Ordinance**, and to otherwise faithfully perform the **Developer's** undertakings pursuant to this Ordinance or the applicable **Waiver Community Ordinance**, the **Developer** shall, prior to issuance of a **Stormwater Management Certification** and in accordance with Section 15-40.D, post performance security and grant easements as hereafter described.

**15-54.A.2** The **Developer** shall bear the full cost of securing and maintaining the securities required by this Article VI in accordance with Section 15-40.D.

**15-54.A.3** Performance Security required by this Article VI may be posted in the form of one or more surety instruments as the **Director**, or **Administrator**, deems appropriate for the proposed **Development**.

**15-54.A.4** Public bodies shall not be required to post Performance Security under this Article VI for **Development** activities which involve construction, improvement, relocation, or demolition work paid for in whole or in part with public funds.

**15-54.A.5** The **Developer** shall grant the **County**, or **Waiver Community**, a temporary easement which authorizes, but does not obligate, the **County**, or **Waiver Community**, to access the **Development Site** to perform or complete any act or work the **Developer** is required to do by the **Stormwater Management Certification** which may include; (i) the construction of any required **Stormwater Facilities**; (ii) restoration and/or **Mitigation** of natural areas, **Wetlands** and **Buffers**; (iii) installation and **Maintenance** of soil erosion control; (iv) planting or removal of vegetation; and (v) any other maintenance or monitoring. The term for such easements shall be of sufficient duration as necessary to allow the **County**, or **Waiver Community**, to perform and satisfactorily complete any activity or work for which the **Developer/certificate holder** has posted security under this Article VI.

#### 15-54.B Development Security

**15-54.B.1** A development security shall be posted and shall include:

**15-54.B.1.a.** A schedule, agreed upon by the **Developer** and the **Director** or the **Administrator**, for the completion of

the construction of any **Stormwater Facilities** required by the **Certification**; and

**15-54.B.1.b.** An irrevocable letter of credit, or such other adequate security as the **Director** or the **Administrator** may approve, in an amount equal to not less than one hundred ten percent (110%) of the estimated probable cost to complete the construction of any **Stormwater Facilities** required by the **Stormwater Management Certification**, which estimated probable cost shall be approved by the **Director** or the **Administrator**; and

**15-54.B.1.c.** A statement signed by the **Applicant** granting the **Director** or the **Administrator** the right to draw on the security and the right to enter the **Development Site** to complete required work in the event that work is not completed according to the work schedule; and

**15-54.B.1.d.** A statement signed by the **Applicant** that the **Applicant** shall indemnify the **Community** and the **Department** for any additional costs incurred attributable to concurrent activities of or conflicts between the **Applicant's** contractor and the **Community's** or **Department's** remedial contractor at the site.

**15-54.B.2** The security required by this Section 15-54.B shall be maintained and renewed by the **Applicant**, and shall be held in escrow by the **Director** or the **Administrator** until the conditions set forth in this Section 15-54.B.2 and Section 15-55 or other applicable provision are satisfied.

**15-54.B.3** After approval of **Record Drawings** and final inspection of any constructed **Stormwater Facilities** by the **Director** or the **Administrator**, not more than ninety percent (90%) of the security provided for in this Section 15-54.B or other applicable provision may be released. A minimum of ten percent (10%) of the security shall be retained after completion of construction of such **Stormwater Facilities**, for a period of time not less than one (1) year, to ensure the satisfactory performance of such **Stormwater Facilities**. The remaining Development Security shall be released after the **Director** or the **Administrator** verifies, by an inspection performed not sooner than one-year following the final construction inspection, that such **Stormwater Facilities** function as provided for in the **Certification**.

**15-54.C** Soil Erosion and Sediment Control Security

**15-54.C.1** If a soil erosion and sediment control security is required pursuant to Section 15-40.D.2 of this Ordinance, such a security shall include:

**15-54.C.1.a.** An irrevocable letter of credit, or such other adequate security as the **Director** or the **Administrator** shall approve, in an amount equal to not less than one hundred ten percent (110%) of the estimated probable

cost to install and maintain the erosion and sediment control measures, which estimated probable cost shall be approved by the **Director** or the **Administrator**; and

**15-54.C.1.b.** A statement signed by the **Applicant** granting the **Director** or the **Administrator**, as applicable, the right to draw on the security and the right to enter the **Development Site** to complete erosion and sediment control measures in the event that such measures are not installed and maintained according to the established schedule.

**15-54.C.2** The security required by this Section 15-54.C shall be maintained and renewed by the **Applicant**, and shall be held in escrow by the **Director** or the **Administrator**, as applicable, until the conditions set forth in Sections 15-54.C.3 and 15-55 are satisfied.

**15-54.C.3** After establishment of vegetation, removal of all sediment from **Stormwater Facilities** unless designed otherwise, and final inspection and approval by the **Director** or the **Administrator**, as applicable, one hundred percent (100%) of the erosion and sediment control security shall be released.

**15-54.D** Natural Area Restoration, Wetland and **Buffer Mitigation Area** Security

**15-54.D.1** Natural area restoration or wetland and **Buffer Mitigation** area security, in accordance with Section 15-40.D.3 shall be posted and shall include:

**15-54.D.1.a.** A schedule, agreed upon by the **Developer** and the **Director** or the **Administrator**, for the completion of a natural area restoration **Development** or completion of wetland or **Buffer Mitigation Development**; and

**15-54.D.1.b.** An irrevocable letter of credit, or other such adequate security as the **Director** or the **Administrator** may approve, in an amount equal to, not less than, one hundred ten percent (110%) of the estimated probable cost to plant, maintain and monitor all vegetated areas and/or complete the restoration or **Mitigation Development** for the agreed upon maintenance and monitoring period as required by the **Certification**. The estimated probable cost shall be approved by the **Director** or the **Administrator**; and

**15-54.D.1.c.** A statement signed by the **Applicant** granting the **Director** or the **Administrator** the right to draw on the security and the right to enter the **Development Site** to complete the work in the event that work is not completed according to the work schedule; and

**15-54.D.1.d.** A statement signed by the **Applicant** that the **Applicant** shall indemnify the **Community** and the **Department** for any additional costs incurred attributable to concurrent activities of, or conflicts between, the **Applicant's** contractor and the



**Community's** or **Department's** remedial contractor at the site.

**15-54.D.2** The security required by Section 15-54.D shall be maintained and renewed by the **Applicant**, and shall be held in escrow by the **Director** or the **Administrator** until the conditions set forth in Section 15-54.D.4 and Section 15-55, or other applicable provision are satisfied.

**15-54.D.3** The natural area restoration or wetland and **Buffer Mitigation** areas security may be reduced at the discretion of the **Director** or **Administrator** as conditions are met, but must not be less than one hundred ten percent (110%) of the estimated probable cost to continue to meet all conditions or other applicable provisions

**15-54.D.4** After approval by the **Director** or the **Administrator**, not more than ninety percent (90%) of the security provided for in this Section 15-54.D, or other applicable provision may be released. A minimum of ten percent (10%) of the security shall be retained for the length of the required monitoring period, which shall not be less than one (1) year from the completion of the initial restoration or **Mitigation** activities, to ensure the satisfactory establishment of any vegetated areas required by the **Certification**.

**15-54.E** Letters of Credit

**15-54.E.1** Letters of credit posted pursuant to Section 15-54.B, 15-54.C, and 15-54.D of this Ordinance shall be in a form satisfactory to the **Director** or the **Administrator**, as applicable.

**15-54.E.2** Each letter of credit shall be from a lending institution: (a) acceptable to the **Director** or the **Administrator**, as applicable; (b) having capital resources of at least ten million dollars (\$10,000,000), or such other amount acceptable to the **Director** or the **Administrator**; (c) with an office in the Chicago Metropolitan Area; and, (d) insured by the Federal Deposit Insurance Corporation.

**15-54.E.3** Each letter of credit shall, at a minimum, provide that:

**15-54.E.3.a.** It shall not be canceled without the prior written consent of the **Director** or the **Administrator**; and

**15-54.E.3.b.** It shall not require the consent of the **Developer** prior to any draw on it by the **Director** or the **Administrator**; and

**15-54.E.3.c.** If at any time it will expire within 45 or any lesser number of days, and if it has not been renewed, and if any applicable obligation of the **Developer** for which its security remains uncompleted or is unsatisfactory, then the **Director** or the **Administrator** may, without notice and without being required to take any further action of any nature whatsoever, call and draw down the letter of credit and thereafter either hold all proceeds as security for the satisfactory completion of all such obligations or

employ the proceeds to complete all such obligations and reimburse the **County** or the **Waiver Community** for any and all costs and expenses, including legal fees and administrative costs, incurred by the **County** or the **Waiver Community**, as the **Director** or the **Administrator** shall determine.

**15-54.E.4** If at any time the **Director** or the **Administrator** determines that the funds remaining in the letter of credit are not, or may not be, sufficient to pay in full the remaining unpaid cost of all **Stormwater Facility** construction or erosion and sediment control measures, then, within ten (10) days following a demand by the **Director** or the **Administrator**, the **Developer** shall increase the amount of the letter of credit to an amount determined by the **Director** or the **Administrator** to be sufficient to pay such unpaid costs. Failure to so increase the amount of the security shall be grounds for the **Director** or the **Administrator** to draw down the entire remaining balance of the letter of credit.

**15-54.E.5** If at any time the **Director** or the **Administrator** determines that the bank issuing the letter of credit is without capital resources of at least ten million dollars (\$10,000,000), is unable to meet any federal or state requirement for reserves, is insolvent, is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor such letter of credit at any time during its term, or if the **Director** or the **Administrator** otherwise reasonably deems the bank to be insecure, then the **Director** or the **Administrator** shall have the right to demand that the **Developer** provide a replacement letter of credit from a bank satisfactory to the **Director** or the **Administrator**. Such replacement letter of credit shall be deposited with the **Director** or the **Administrator** not later than ten (10) days following such demand. Upon such deposit, the **Director** or the **Administrator** shall surrender the original letter of credit to the **Developer**.

**15-54.E.6** If the **Developer** fails or refuses to meet fully any of its obligations under this Ordinance or the applicable **Waiver Community Ordinance**, then the **Director** or the **Administrator** may, in his or her discretion, draw on and retain all or any of the funds remaining in the letter of credit. The **Director** or the **Administrator** thereafter shall have the right to take any action he or she deems reasonable and appropriate to mitigate the effects of such failure or refusal, and to reimburse the **County** or the **Waiver Community** from the proceeds of the letter of credit for all of its costs and expenses, including legal fees and administrative expenses, resulting from or incurred as a result of the **Developer's** failure or refusal to fully meet its obligations under this Ordinance or the applicable **Waiver Community Ordinance**. If the funds remaining in the letter of credit are insufficient to repay fully the **County** or the

**Waiver Community** for all such costs and expenses, and to maintain a cash reserve equal to the required letter of credit during the entire time such letter of credit should have been maintained by the **Developer**, then the **Developer** shall, upon demand of the **Director** or the **Administrator** therefore, immediately deposit with the **Director** or the **Administrator** such additional funds as the **Director** or the **Administrator** determines are necessary to fully repay such costs and expenses and to establish such cash reserve.

**15-55. Long-Term Access for Maintenance and Inspections.**

**15-55.A** Access to privately-owned land for inspection and **Maintenance** of site runoff storage facilities, **Compensatory Storage** facilities, **Major Stormwater System**, and storm sewers covered by the **Certification** shall be through a grant of easement in a form approved by the **Director**, or the **Administrator**. Other instruments may be accepted by the **Director**, or **Administrator**, provided that the access and **Maintenance** rights granted runs with the land and survives title transfers.

**15-55.B** Subdivision site runoff storage areas, **Compensatory Storage** facilities, **Major Stormwater System**, and storm sewers not already located in dedicated rights-of-way or easements, shall be located either: (i) on a **Parcel** granted or dedicated to, and accepted by, a public entity; or, (ii) on a **Parcel**, or **Parcels**, conveyed by plat as undivided equal interests to each lot in the subdivision or otherwise conveyed or dedicated to conservation or land preservation entities approved by the **Director**, or the **Administrator**.

**15-55.C** When title to the land underlying site runoff storage areas and storm sewers is conveyed in undivided equal interests to the owner(s) of each of the lots within the subdivision the following apply:

**15-55.C.1** A covenant shall appear on the face of the plat of subdivision, and on each deed conveying ownership of a subdivision lot, which states that title to such site runoff storage facilities and storm sewers shall be held in undivided equal interests by each lot owner within the subdivision; and

**15-55.C.2** A covenant shall appear on the face of the plat of subdivision, and on each deed conveying ownership of the subdivision lots, which states that in the event the governmental unit having easement rights under Section 15-55.A exercises its right to perform **Maintenance** to such subdivision runoff storage facilities and storm sewers, that governmental unit may lien each lot within the subdivision for the costs of any **Maintenance** work performed; and

**15-55.C.3** An owners' association may be established to provide for the **Maintenance** of the facilities, payment of property taxes, and the assessment and collection of owner dues or fees to fund said activities. Such associations shall be duly incorporated and the property owners' association's declaration

of covenants and bylaws shall be recorded against the title for all lots in that subdivision.

**15-55.D** When title to the land underlying the site runoff storage areas and storm sewers are located on privately-owned land not falling within the scope of Section 15-55.C, the following shall apply:

**15-55.D.1** The **Applicant** shall reserve an easement for access for **Maintenance** and inspection purposes to any governmental unit having drainage and, or, stormwater management jurisdiction over the property; and

**15-55.D.2** The **Applicant** shall record a covenant against title stating that in the event the governmental unit having easement rights under Section 15-55.A exercises its right to perform **Maintenance** to site runoff storage facilities and storm sewers on that property, that governmental unit may lien the property for the costs of any **Maintenance** work performed.

**15-56.** RESERVED

**15-57.** RESERVED

## ARTICLE VII. SOIL EROSION AND SEDIMENT CONTROL REQUIREMENTS

### 15-58. Soil Erosion and Sediment Control General Requirements

**15-58.A** Soil erosion and sediment control features shall be considered as part of any **Development's** initial site planning process. Soil erosion and sediment control related measures are required to be constructed and maintained for any land disturbance activity. The following factors shall be addressed:

**15-58.A.1** The susceptibility of the existing soils to erosion

**15-58.A.2** Existing native and mature vegetation

**15-58.A.3** Existing natural or established drainage ways

**15-58.A.4** The natural contours of the land

**15-58.A.5** **Development** phasing

**15-58.A.6** Emphasis first on erosion control, then sediment control.

**15-58.A.7** Winter shutdown

**15-58.B** Temporary erosion and sediment control measures shall be functional and consistent with this Article of the Ordinance and the NPDES Stormwater Permit in effect prior to land disturbance activities.

**15-58.C** Soil disturbance shall be conducted in a manner that minimizes erosion. Areas of the **Development Site** that will not be graded shall be protected from construction traffic or other disturbance until stabilization of the disturbed areas has been completed.

**15-58.D** Soil stabilization measures shall include the use of temporary or permanent measures.

### 15-59. Soil Erosion and Sediment Control Plan Design Criteria

**15-59.A** **Channels** and adjoining properties shall be protected from erosion and sedimentation. Where concentrated flow leaves a **Development Site**, effective energy dissipation shall be placed onsite at discharge locations.

**15-59.B** Erosion control blanket shall be required on all interior site runoff storage facilities side slopes between normal water level and high water level.

**15-59.C** Erosion control blanket to be placed in wetland or **Buffer** shall be 100% biodegradable, unless an alternative material is approved by the **Director** or **Administrator**. This requirement does not include turf reinforcement mats or other structural materials necessary for high erosion or scour areas.

**15-59.D** Land disturbance activities in streams shall be avoided, where possible. If disturbance activities are unavoidable, the following requirements shall be met:

**15-59.D.1** Temporary stream crossings shall be constructed of non-erosive material.

**15-59.D.2** The time and area of disturbance of a stream shall be kept to a minimum. The stream, including bed and banks, shall be restabilized within 48 hours after **Channel** disturbance is completed.

**15-59.E** Soil erosion and sediment control measures shall be placed where there is a potential for erosion and sized appropriately for the

tributary drainage area, and disturbed areas draining less than one acre shall, at a minimum, be protected by a **Filter Barrier** (including filter fences, which at a minimum, meet the applicable sections of the AASHTO Standard Specification 288-00, or equivalent control measures) to control all off-site runoff from disturbed areas. The **Filter Barrier** shall be designed in accordance with the following:

**15-59.E.1** The use of straw bales as a **Filter Barrier** or ditch check is prohibited.

**15-59.E.2 Silt Fences** can be used to intercept sheet flow only. **Silt Fences** cannot be used as velocity checks in ditches or swales, nor can they be used where they will intercept concentrated flows.

**15-59.E.3** Ditch checks shall be constructed using non-erodible materials or prefabricated devices. Straw or hay bales are not acceptable.

**15-59.E.4** Reinforced **Silt Fences** (normal **Silt Fence** reinforced with woven wire fencing) can be used to intercept sheet flow **Runoff** from disturbed areas greater than one acre.

**15-59.E.5** All undisturbed wetland, **Flood Plain**, waters and **Buffer** areas shall, at a minimum, have a barrier of protection. The barrier shall be placed at the limits of soil disturbance and consist of :

**15-59.E.5.a.** A dual row of **Silt Fence**, and a row of orange construction fence; or

**15-59.E.5.b.** A dual **Silt Fence** barrier, with one of the fences being of high visibility material.

**15-59.E.5.c.** Alternative practices offering comparable protection to wetland, **Flood Plain**, waters, and **Buffer** may be used to prevent impact where applicable.

**15-59.E.5.d.** Additional soil erosion and sediment control measures may be required to adequately protect these sites.

**15-59.F** Disturbed areas with drainage areas of one (1) acre or greater, but fewer than 5 acres shall, at a minimum, be protected by a **Sediment Trap** or equivalent control measure at a point downslope of the disturbed area.

**15-59.G** Disturbed areas with drainage areas of five (5) acres or greater, shall, at a minimum, be protected by a **Sediment Basin**, in accordance with 15-59.H, with a perforated filtered riser pipe or equivalent control measure at a point downslope of the disturbed area.

**15-59.H Sediment Basins** shall have both a permanent pool (dead storage) and additional volume (live storage) with each volume equal to the **Runoff** amount of a 2 year, 6 hour event over the onsite hydrologically disturbed tributary drainage area to the **Sediment Basin**. The available sediment volume below normal water level, in addition to the dead storage volume, shall be sized to store the estimated sediment load generated from the site over the duration of the construction period. For construction periods exceeding 1 year, the 1 year sediment load and a sediment removal schedule may be

submitted. If the site runoff storage basin for the proposed **Development** condition of the site is used for **Sediment Basin**, the above volume requirements will be explicitly met. Until the site is finally stabilized, the basin permanent pool of water shall meet the above volume requirements and have a filtered perforated riser protecting the outflow pipe.

- 15-59.I** Pumping sediment laden water into any **Stormwater Facility** that is not designated to be a sediment control measure, **Sediment Trap**, or **Sediment Basin** either directly or indirectly without filtration is prohibited.
- 15-59.J** Water removed from traps, basins and other water holding depressions or excavations must first pass through a sediment control or filtration device. When dewatering devices are used, discharge locations shall be protected from erosion. Discharges shall be routed through an effective sediment control measure (e.g., **Sediment Trap**, **Sediment Basin** or other appropriate measure).
- 15-59.K** All discharges to undisturbed area, stabilized area or watercourse shall be designed at a non-erosive velocity corresponding to the soil and vegetative cover of the undisturbed area.
- 15-59.L** All storm sewers, storm drain inlets and culverts that are, or will be functioning during construction shall be protected by sediment control measures. The sediment and erosion control measures shall be maintained until the site is stabilized.
- 15-59.M** A stabilized construction entrance of aggregate underlain with filter cloth, or graveled road, or access drive, or parking area of sufficient width and length, and/or vehicle wash down facilities, shall be provided to prevent soil from being tracked or deposited onto public or private roadways. Any soil reaching a public or private roadway shall be removed immediately, or as warranted, and transported to a controlled sediment disposal area.
- 15-59.N** All temporary and permanent stormwater conveyance **Channels**, including ditches, swales, diversions, and the outlets of all **Channels** and pipes shall be designed and constructed to withstand velocities that have the potential to cause damage or soil erosion.
- 15-59.O** Earthen embankments with constructed side slopes steeper than 3H:1V must be constructed with appropriate stabilization as approved by the **Director** or the **Administrator**.
- 15-59.P** Temporary diversions shall be constructed, as necessary, to direct all **Runoff** through an effective sediment control measure (e.g., **Sediment Trap**, **Sediment Basin** or other appropriate measure).
- 15-59.Q** To the extent possible, soil stockpile locations shall be shown on the soil erosion and sediment control plan.
- 15-59.R** Soil stockpiles shall not be located in a drainageway, **Flood Plain** area or a designated **Buffer**, unless otherwise approved, under specific conditions to be established by the **Director** or **Administrator**.
- 15-59.S** Stockpiles to remain in place more than three days shall be provided with soil erosion and sediment control measures.

**15-59.T** The **Applicant** shall provide adequate receptacles for the deposition of all construction debris generated during the **Development** process. The **Applicant** shall not cause, or permit, the dumping, depositing, dropping, throwing, blowing, discarding or leaving of construction material debris upon or into any **Development Site, Channel, pond, Lake, wetland, Buffer or Waters of DuPage County**. The **Applicant** shall maintain the **Development Site** free of uncontrolled construction debris. Construction site operators shall implement appropriate soil erosion and sediment control, and control waste such as, discarded **Building** materials, concrete truck washout, chemicals, litter, and sanitary waste that may cause adverse impacts to water quality.

**15-59.U** All temporary erosion and sediment control measures shall be removed within 30 days after final stabilization is achieved. Trapped sediment and other disturbed soils resulting from temporary measures shall be properly disposed of prior to permanent stabilization.

**15-59.V** Design criteria, standards and specifications for erosion and sediment control shall be taken from one of the following sources:

**15-59.V.1** Handbooks: Standards and specifications contained in The Illinois Urban Manual, as amended, DuPage Appendix E **Water Quality Best Management Practices Technical Guidance** Manual and the IDOT Standard Specifications for Road and Bridge Construction.

**15-59.V.2** Other design criteria, standards and specifications, provided prior written approval is obtained from the **Administrator or Director**.

**15-59.W** **Applicant** with land disturbing activities greater than 1 acre shall provide a statement acknowledging that the site complies with the IEPA NPDES ILR10 permit, if applicable.

**15-60.** Inspection. Inspections, remedial work, and record keeping for all soil erosion and sediment control related work shall be performed and documented by the **Applicant** in accordance with the requirements of Illinois Environmental Protection Agency General NPDES Permit No. ILR 10 for sites that fall within that jurisdiction.

**15-61.** RESERVED

**15-62.** RESERVED



## ARTICLE VIII. POST CONSTRUCTION BEST MANAGEMENT PRACTICES

**15-63.** PCBMPs are required to treat the stormwater runoff for pollutants of concern and reduce **Runoff** volume for all **Developments**, with the exceptions and exclusions noted below. Upon a documented finding by the **Director** or **Administrator** that providing PCBMPs is impractical, then the appropriate PCBMP fee-in-lieu shall be paid by the **Applicant** in lieu of providing full or partial PCBMPs.

**15-63.A** PCBMPs are waived for the following **Developments**:

**15-63.A.1** When comparing the **Impervious Area** of the **Pre-Development Site** to the with-development **Impervious Area** of the same **Development Site**, excluding any areas of the **Development Site** for which PCBMPs have already been provided and maintained, and the **Net New Impervious Area** is less than 2,500 square feet in the aggregate since April 23, 2013; or

**15-63.A.2** The **Development** is limited to the resurfacing of an existing roadway; or reconstruction of an existing roadway with less than 2,500 square feet of **Net New Impervious Area** per quarter mile being added compared to the pre-development condition; or the replacement of an existing culvert or bridge; or

**15-63.A.3** The **Development** is a Regional Stormwater Management Development or a **Flood Control Development** which are also considered to be PCBMPs; or

**15-63.A.4** The **Development** is a stream bank stabilization, natural area restoration, or **Wetlands Mitigation** bank **Development**, or off-site wetland **Mitigation** which in itself is considered a PCBMP; or

**15-63.A.5** The **Development** is limited to the construction, or reconstruction, of a pedestrian walkway/bike path, in which the pedestrian walkway/bike path shall not exceed sixteen (16) feet in width, including shoulders; and is being constructed for general public use; or

**15-63.A.6** The **Development** is limited to the modification of an existing stormwater management facility to incorporate **Best Management Practices** which in itself is considered PCBMPs; or

**15-63.A.7** The **Development** is a Water or Sewer Improvement Development; or

**15-63.A.8** The **Development** is limited to construction or **Maintenance** of an underground or overhead utility conduit or line, with supports and appurtenances. This exception does not include **Buildings**, substations, pads, parking lots or other associated utility support facilities.

**15-63.B** The following are prohibited from providing on-site infiltration PCBMPs.

**15-63.B.1** Fueling and vehicle maintenance areas.

**15-63.B.2** Areas within 400 feet of a known **Community** water system well as specified, or within 100 feet of a known private

well, for **Runoff** infiltrated from commercial, industrial and institutional land uses. The **Applicant** shall use their best efforts to identify such zones from available information sources, which include the Illinois State Water Survey, IEPA, USEPA, DuPage County Health Department and the local municipality or water agency.

**15-63.B.3** Areas where contaminants of concern, as identified by the USEPA or the IEPA prior to **Development**, are present in the soil through which infiltration would occur. For sites with a No Further Remediation (NFR) letter from the USEPA or IEPA, the **Applicant** shall determine whether or not structural barriers are part of the **Mitigation** strategy and account for such measures in the design.

**15-63.B.4** **Development** in soils classified as Hydrologic Soils Group A by the **NRCS**.

**15-63.B.5** **Developments** over soils with the seasonally high groundwater table within 2 feet of the surface.

**15-64.** Post Construction Best Management Practices Design Criteria.

**15-64.A** **PCBMPs** shall provide volume and pollutant control using one of the following practices:

**15-64.A.1** Infiltration of 1.25 inches for all new impervious surfaces; or

**15-64.A.2** Native vegetated wetland bottom site runoff storage basin; or

**15-64.A.3** **PCBMPs** not constructed pursuant to Sections 15-64.A.1 or 15-64.A.2 shall be constructed in accordance with 15-64.C.

**15-64.B** Design criteria may be taken from the DuPage Appendix E **Water Quality Best Management Practices Technical Guidance** Manual or approved equivalent.

**15-64.C** If the practices listed under 15.64.A.1 or 15.64.A.2 are not utilized, then volume control and pollutant control shall be provided separately for all new impervious surfaces in accordance with the following criteria:

**15-64.C.1** The required volume control shall be calculated as the product of the **New Impervious Area** and a 1.25" rainfall event. No abstractions are taken on the rainfall depth.

**15-64.C.2** The volume calculated shall be subtracted from any volume of site runoff storage that is also required.

**15-64.C.3** A control structure or underdrain, may be used provided that the draw down time is between 48 and 96 hours.

**15-64.C.4** When a trench or other excavation is used, the expected void space (typically no greater than 36%) within the uniformly graded stone, sand or aggregate portion of the fill material may be included in the volume calculation. Silt sized particles (1/16 mm) or smaller may not be used to complete this calculation. The design shall incorporate measures to protect the void space from long term deposition of fine sediments. If testing is

completed on samples of the proposed fill material which indicates a higher level of porosity, the **Applicant** may submit the analysis completed on the material along with the storage calculations.

**15-64.C.5** The bottom/invert of the trench shall be set above the seasonally high water table.

**15-64.C.6** **Applicants** shall identify the pollutants of concern that may be generated by the proposed **Development** from the following list: Total Suspended Solids (TSS); Metals and Oils; and Nutrients consisting of nitrogen and phosphorous. Proposed **PCBMPs** shall only be required to treat those pollutants identified and agreed to by the **Director** or **Administrator**.

**15-65.** Required **PCBMPs** for a **Development** may be located off-site as part of a regional stormwater device, practice or system, but must be within the same major **Watershed** as the **Development**. The 6 major **Watershed** divisions within the **County** are identified in Section 15-5.B.

**15-66.** RESERVED

**15-67.** RESERVED

**15-68.** RESERVED

**15-69.** RESERVED

**15-70.** RESERVED

## ARTICLE IX. SITE RUNOFF CONVEYANCE, STORAGE & FIELD TILES

### 15-71. Site Runoff Conveyance Requirements

**15-71.A Minor Stormwater Systems** shall be sized to convey **Runoff** from the tributary **Watershed** under fully developed conditions consistent with the design requirements of the local jurisdiction.

**15-71.B Major Stormwater Systems** shall be sized to carry the **Base Flood** without causing additional property damage.

**15-71.C** Design runoff rates shall be calculated by methodologies in general use for such purposes at the time of application. **Stormwater Facilities** draining more than 5-acres shall use event hydrograph methods. The **Director** in a Non-Waiver **Community** or the **Administrator** in a **Partial Waiver** or **Complete Waiver Community** may specify certain design tools and methodologies to be used within the respective **Community**.

**15-71.D** Any design runoff rate method shall use Illinois State Water Survey Bulletin 71 northeast sectional rainfall statistics, or for continuous simulations, the National Oceanic and Atmospheric Administration continuous rainfall record from 1949 to present at the Wheaton gage, and shall calculate flow from all tributary area upstream of the point of design. Facilities with a tributary area over 100-acres will be required to perform **Critical Duration** analysis and use the highest peak discharge for conveyance design, testing events up to a 24-hour duration.

**15-71.E** Maximum flow depths at the crown of a roadway or the edge of pavement at the high side of a super elevated roadway shall not exceed six inches during the **Base Flood** condition. This requirement does not apply to the at-grade repair, resurfacing or in-kind replacement of a roadway existing prior to the effective date of this Ordinance.

**15-71.F** Transfers of waters between the major planning **Watersheds** shall be prohibited except when such transfers will not violate the provisions of Section 15-27.A.

**15-71.G Stormwater Facilities** for **Runoff** upstream of **Flood** protection facilities shall provide for conveyance or storage of **Flood** waters without increased potential for damage to real or personal property during **Base Flood** conditions.

**15-72. Site Runoff Storage.** Site runoff storage facilities, consisting of site runoff storage and a control structure with an emergency overflow shall be required for all **Developments**.

**15-72.A** The following cases or special conditions represent exceptions to providing site runoff storage:

**15-72.A.1** When comparing the **Impervious Area** of the pre-development **Development Site** as it existed as of February 15, 1992 to the with-development **Impervious Area** of the same **Development Site**, excluding any areas of the **Development Site** for which detention has already been provided, and the **Impervious Area** has not increased by a

minimum of 25,000 sq. ft cumulatively of permitted **Development**; or

**15-72.A.2** When comparing the highest percentage of **Impervious Area** of the same **Development Site** in the 3-years immediately prior to the date of the **Stormwater Management Certification** application to the with-development **Impervious Area** the percentage will decrease by a minimum of 5%; or

**15-72.A.3** The with-development **Impervious Area** of the same **Development Site** is less than or equal to 10%; or,

**15-72.A.4** The **Development** is strictly limited to a **Roadway Development** intended for public use, and the with-development **Impervious Area** is less than 25,000 square feet compared to pre-development conditions.

**15-72.B** When the **Development** is either a **Roadway Development** or an **Open Space Development**, which are “Special Cases of Development” as noted in Section 15-41, then only “Site Runoff Storage Special” is required. Site Runoff Storage Special shall be only that volume of site runoff storage required such that pre-development peak discharges for the 2-year, 24-hour duration and the 100-year, 24-hour duration rainfall events are not increased.

**15-72.C** The following “Special Cases of Development” are not required to provide Site Runoff Storage or “Site Runoff Storage, Special”:

**15-72.C.1** Bridge and culvert modification, repair, and replacement **Developments**; or

**15-72.C.2** Streambank stabilization **Developments**; or

**15-72.C.3** Natural area restoration **Developments**; or

**15-72.C.4** Wetland **Mitigation** sites and wetland **Mitigation** banks; or

**15-72.C.5** Trails, bikeways and pedestrian walkways that shall not exceed sixteen (16) feet in width, including shoulders; and are being constructed for general public use; or

**15-72.C.6** **Water and Sewer Improvement Developments** and all underground utilities.

**15-72.D** When site runoff storage is required, it will be calculated as a volume utilizing the following **Development** parameters and procedures.

**15-72.D.1** The area for which site runoff storage is to be calculated will be the limits of grading or land cover disturbance, or a combination, whichever encompasses the greatest area of the **Development Site**, and will also include any **Development** area for which site stormwater storage was deferred in Section 15-72.A.1.

**15-72.D.2** The **Runoff** characteristics of the area will be indexed by calculating a representative hydrologic parameter. This parameter will be the **NRCS** Curve Number unless the **Administrator** approves the use of some other generally accepted engineering practice.

**15-72.D.3** The design rainfall depth and duration will be the 100-year, 24-hour duration ISWS Bulletin 71 rainfall depth.

Sectional statistics and rainfall distributions by Huff appropriate for a 100-year, 24-hour event shall be used unless some other rainfall and distribution is approved by the **Administrator**.

**15-72.D.4** For purposes of calculating the required volume, a control structure shall be assumed that limits the peak runoff from the site to 0.10 cfs/acre for the disturbed area.

**15-72.D.5** For sites less than 5-acres in area, the unit area site runoff storage nomograph from the Northeastern Illinois Planning Commission (now known as CMAP) publication *“Investigation of Hydrologic Methods for Site Design in Northeastern Illinois”* (Dreher and Price, 1991) will be considered an acceptable calculation methodology for determining the volume of site runoff storage required in lieu of modeling.

**15-72.D.6** For sites 5-acres or greater, a hydrologic model that produces a runoff hydrograph shall be utilized, and the runoff hydrograph routed through a basin which provides sufficient storage such that the combination of control structure and runoff storage volume limits the discharge to the allowable peak runoff. The calculated volume is then the required site runoff storage volume. This volume may be reduced by any volume control BMP (see Article VIII) volume if such a volume is required, and is then referred to as the Modified Required Site Runoff Storage Volume.

**15-72.D.7** On **Development Sites** that have an existing site runoff storage facility, the volume of site runoff storage required, for a proposed **Development** shall not be less than the volume on-site pre-development, regardless of the provisions of this section.

**15-72.E** The details of the design of a site runoff storage facility, which includes a site runoff storage control structure in accordance with Section 15-73 (sideslopes, depths, etc.), will be in accordance with any applicable ordinances of the **Waiver Community** or in the unincorporated **County**, those of the **County**.

**15-72.F** If a **Development** is granted a **Variance** with respect to the required site runoff storage volume, then the **Applicant** shall pay a fee-in-lieu of site runoff storage per Section 15-97.

**15-72.G** Small areas of the disturbed area of a **Development Site** (less than 5% cumulatively) that are impractical to drain to a site runoff storage facility (backslopes of landscaping berms for example) may be allowed to drain off-site without routing through a site runoff storage facility provided that the areas are primarily vegetated and contain only incidental amounts of impervious surfaces such as sidewalks, utility appurtenances, or trails. Such areas do not “penalize” the allowable release rate by subtracting the anticipated 100-year discharge from these areas from the release rate, but may not be included in the area used for calculating the allowable release rate.

## **15-73. Site Runoff Storage Control Structures**

**15-73.A** A site runoff storage facility requires a control structure to meet the peak runoff rate requirements. Its design will be as follows, unless an alternate design meeting the intent to provide site runoff storage of a determined volume is approved by the **Administrator**.

**15-73.A.1** The **Structure** shall be designed so that within the elevation range at which the site runoff storage volume is provided, the calculated discharge from the **Structure** equals the product of 0.10 cfs/acre multiplied by the disturbed site area, assuming a free discharge.

**15-73.A.2** An overflow conveyance system shall also be designed to convey a minimum design rate of 1-cfs/acre multiplied by the entire upstream drainage area without damaging any **Buildings** on site with overbank **Flooding**, and shall discharge at the same location as where water leaves the site pre-development. This location may be modified by the **Administrator**. This conveyance shall begin operation at the elevation at which the site runoff storage volume is met. If 100-acres or greater drains to the emergency overflow then the overflow is part of the major drainage system and it also falls under the provisions of Article X.

**15-73.B** For locations draining more than 5 acres, but less than 100-acres, the combination of control structure, site runoff storage and overflow conveyance shall be tested in a with-development hydrologic model and the design shall be further modified by adding additional site runoff storage, as necessary so that the **Pre-Development Site** 2-year and 100-year, 24-hour duration peak discharges are not increased compared to the with **Development Site** condition.

**15-73.C** For site runoff storage facilities with a tributary area 100 acres or greater at the control structure, in addition to the above requirements, the combination of control structure, site runoff storage and overflow conveyance shall not exceed the **Pre-Development Site** peak discharge in a 2-yr and 100-yr rainfall event of **Critical Duration** up to a 24-hour duration.

**15-73.D** Unless approved by the **Director** or the **Administrator**, all site runoff storage control structure designs shall operate without human intervention and, when requiring electric power, shall have at least two independent and **Flood** resistant sources of power.

**15-74.** Storage facilities located within the **Regulatory Flood Plain** shall:

**15-74.A** Conform to all applicable requirements specified in Article X of this Ordinance; and

**15-74.B** Store the required site runoff under all stream flow and backwater conditions up to the **Base Flood Elevation**; and

**15-74.C** Not allow design release rates to be exceeded under any stream elevation less than the **Base Flood Elevation**.

**15-75.** Storage facilities located within the **Regulatory Floodway** shall:

**15-75.A** Meet the requirements for locating storage facilities in the **Regulatory Flood Plain**; and

- 15-75.B Be evaluated by performing hydrologic and hydraulic analysis consistent with the standards and requirements for **Watershed Plans**; and
- 15-75.C Provide a **Watershed Benefit**.

15-76. Storage facilities may be located off-site if the following conditions are met:

- 15-76.A The off-site storage facility meets all of the requirements of this Article IX; and
- 15-76.B Adequate storage capacity in the off-site facility is dedicated to the **Development**; and
- 15-76.C The **Development** includes provisions to convey stormwater to the off-site storage facility.

15-77. Modifications to drainage tiles.

15-77.A Any modification of a drainage tile shall comply with the Illinois Drainage Code. For the purpose of determining compliance with this provision, a modification to a drainage tile shall:

15-77.A.1 Preserve the existing tile system's drainage characteristics; and

15-77.A.2 Drain tiles located wholly on property under the control of the **Developer** may be removed or disabled provided that such removal does not cause additional **Flood** damages; and

15-77.A.3 Drain tiles may be discharged as surface flow within a **Development Site** provided that no obstruction to the predicted flow from offsite areas will occur, and the general provisions of Section 15-27.A are not violated; and

15-77.A.4 **Development** designs may only utilize, where practical and approved by the **Director** or **Administrator**, outflow locations with an existing drain tile leaving the **Development Site** with the permission of downstream landowners unless the tile is owned and maintained by a unit of government; and

15-77.A.5 A subsurface connection to the tile shall be constructed as a low flow outlet. A surface outlet shall be designed for the **Development Site** outflows based on the assumption the downstream tile will cease to function; and

15-77.A.6 Drain tiles shall be replaced or intercepted and connected to the proposed stormwater management system or a storm sewer bypass, which system or bypass shall be of an equivalent size and capacity. The capacity shall be determined by either the capacity of the existing tile flowing full, in its original condition, or the existing downstream capacity, whichever is more restrictive. A flow restrictor structure shall be required as necessary to achieve the capacity requirements; and

15-77.A.7 Drain tile systems disturbed by **Development** activities shall be reconnected unless the approved drainage plan provides otherwise.

15-77.B Existing, replaced or re-routed tiles within a **Development Site** shall be treated as part of the minor drainage system. The type, size,



location and inverts shall be shown on the **Record Drawings** of the **Development** and any further modification to such tiles, or the repair or removal of damaged tiles, shall require the approval of the **Director** or the **Administrator**.

**15-77.C** When subsurface Drainage Tiles are detected on a **Pre-Development Site** the **Applicant** shall submit the following:

**15-77.C.1** A subsurface drainage inventory including the locations of identified drainage tiles by means of slit trenching and other appropriate methods performed by a qualified subsurface drainage consultant. Any drain tile lines damaged during the investigation shall be repaired to their previous working status.

**15-77.C.2** A topographical map of the **Development Site** showing:

**15-77.C.2.a.** Location of and depth of each slit trench, to correspond with the tile investigation report and surveyed points where the tile was field staked at approximately 50 foot intervals; and

**15-77.C.2.b.** Location of each drain tile with a flow direction arrow, tile size, and any connection to adjoining properties. A summary of the tile investigation report showing trench identification number, tile size, material and quality, percentage of the tile filled with water, percentage of restrictions caused by silting, depth of ground cover, and working status; and

**15-77.C.2.c.** The qualifications of the **Person** or firm conducting tile location investigation.

**15-77.D** Replacement of downstream drain tiles shall be required if the **Development Site** depends on those tiles for stormwater conveyance or water surface elevation control. Replacement of the downstream drain tiles is not required if a maintainable outlet for the site exists or is installed. Drainage tiles may be maintained, replaced or repaired for agricultural land use when undertaken in compliance with **NRCS** approved farming practices without requiring **Stormwater Management Certification**.

**15-78.** RESERVED

**15-79.** RESERVED

## ARTICLE X. FLOOD PLAIN MANAGEMENT

### 15-80. Determination of **Regulatory Flood Plain, Base Flood Elevation (BFE), and Regulatory Floodway**

**15-80.A** The **BFE** for purposes of establishing the low opening on **New Construction of Buildings** shall be taken from the higher of **BFEs** established by the current regulatory profile, or elevations established and published by the **Director** which meet the following conditions:

**15-80.A.1** The **Director** certifies that adequate review and quality control has been performed on the hydrologic/hydraulic modeling, and **BFEs** have been established using acceptable methodology; and

**15-80.A.2** The **Director** notifies an affected **Community** within the studied reach and makes available to that **Community** working input files for the hydrologic/hydraulic model; and

**15-80.A.3** The **Director** publishes notice that the model will be used for the purpose of regulating new **Building** construction.

**15-80.B** The **BFE** for purposes of establishing **Compensatory Storage** will be based on the current regulatory model as determined in 15-80.D.

**15-80.C** If neither elevation identified in this section has been established, then the **BFE** shall be determined in accordance with 15-80.D.2.

**15-80.D** The regulatory **BFE** shall be taken as the 1% chance storm established from **Flood Plain** studies that have been completed and adopted by **FEMA** as the **Regulatory Flood Plain**. When a **BFE** has not been adopted by **FEMA** as regulatory, the following hierarchy of **Flood Plain** studies shall be used to determine the **BFE**:

**15-80.D.1** **Flood Plain** studies that have been published by the **Director** in accordance with Section 15-80.A.

**15-80.D.2** If no **Regulatory Flood Plain** study or model published by the **Director** is available and the **Development** includes a **Channel** with a tributary area 100 acres or greater, or a depressional storage area with 20 acres or greater of tributary area, a site specific **Flood Plain** study shall be required and the **BFE** shall be determined using **FEMA**-accepted models and methodology. If the chosen model is not FEQ, the **BFE** shall be based on the **Critical Duration**.

**15-80.E** Where a **Channel** has a tributary drainage area equal to or greater than 640 acres, the site specific **Flood Plain** study completed in Section 15-80.D.2 shall be submitted to IDNR-**OWR** for approval or other designee.

**15-80.F** The **Regulatory Floodway** shall be as delineated on the maps listed in Exhibit 2. Where interpretation is required to determine the exact location of the **Regulatory Floodway**, IDNR-**OWR** shall be contacted or their designee.

**15-80.G** If a **Floodway** is not designated on the maps in Exhibit 2 and the tributary area is one square mile or greater, IDNR-**OWR** Part 3708 rules shall apply. If a **Floodway** is not designated on the maps in Exhibit 2 and the tributary area is less than one square mile, then the **Regulatory Flood Plain** shall have no designated **Floodway**.

**15-80.H** The **Flood Protection Elevation (FPE)** is the **BFE** plus one foot of freeboard.

**15-81. Regulatory Flood Plain Development Performance Standards**

**15-81.A** General Performance Standards

**15-81.A.1** No **Development** activity within the **Flood Plain** shall result in an **Adverse Hydraulic Impact** to upstream or downstream properties.

**15-81.A.2** Proposed **Developments** that meet the following criteria shall be exempt from the hydrologic and hydraulic modeling requirements set forth in the Ordinance:

**15-81.A.2.a.** A **Development** that is located in the **Regulatory Flood Plain** but is located entirely outside of the **Regulatory Floodway**, provided the **Development** meets the **Compensatory Storage** requirements of Section 15-81.D.

**15-81.A.2.b.** The construction of an at-grade pedestrian path located within the **Regulatory Floodway**, provided the proposed **Development** meets the following requirements which results in a **Development** that does not increase the **BFE**:

**15.81.A.2.b.1.** The **Development** must have an at-grade intention, with a reasonable balance of cut and fill at each cross-section based on the judgment of the **Director**. Net cut over the length of the **Development** is acceptable where a balance of cut and fill at every cross-section cannot be achieved.

**15.81.A.2.b.2.** The maximum width of the proposed path is sixteen (16) feet of traveled lane, including shoulders.

**15-81.A.2.c.** The construction of a public safety feature, such as a pedestrian bridge railing or a guard rail for a roadway, provided the proposed construction of a public safety feature does not result in a loss of 10% or more of the existing conveyance cross-sectional area.

**15-81.A.2.d.** **Developments** replacing culverts with a hydraulically equivalent culvert(s).

**15-81.A.3** A **CLOMR** shall be required for any **Development** that either: (1) revises the **Regulatory Floodway** boundary or (2) encroaches upon a **Flood Plain** and causes a specified increase in the **BFE**, in accordance with **FEMA** and State regulations.

**15-81.A.4** In accordance with **NFIP** Regulations, a building permit shall not be issued for construction in the **SFHA** until a **LOMR** is issued by **FEMA** unless the **Building** meets the **Building** protection standards in Section 15-81.B. A building permit for a compliant **Structure** can be issued without a **LOMC**.

**15-81.A.5** A copy of an application for a **LOMC** to remove a property from the **SFHA** including all the required information, calculations, and documents shall be submitted to the **Department** and **Waiver Community** concurrent with the application to **FEMA** or **IDNR-OWR** or its designee.

**15-81.A.6** In areas outside the **Regulatory Floodway** but within the **Flood Plain**, maximum flow depths on new parking lots that are used for permanent parking shall not exceed one foot during the **Base Flood** condition and shall be designed for protection against physical **Flood** damages. Parking areas that are used solely for the purpose of overflow, temporary, or short-term parking may allow **Flood** depths greater than one foot. Parking in areas below the **Base Flood Elevation** shall be clearly posted with **Flood** Hazard signs.

**15-81.B** Building Protection Standards

**15-81.B.1** If a proposed **Building** is located in a **SFHA**, all **New Construction** and **Substantial Improvements** shall (i) be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of **Building** resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. (ii) be constructed with materials resistant to **Flood** damage, (iii) be constructed by methods and practices that minimize **Flood** damages, and (iv) be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of **Flooding**. Existing **Buildings** that have not incurred **Substantial Damage** or meet the **Substantial Improvement** criteria may also be modified based on the above criteria. All construction below the **FPE** shall be of **Flood** resistant materials and conform to provisions in **FEMA/FIA** Technical Bulletin 2. All electrical, heating, ventilation, air conditioning, plumbing, and other appliances shall be located above the **FPE**. Storage of materials shall be in accordance with Section 15-81.C.1, which states that there can be no storage of certain listed materials below the **FPE**.

**15-81.B.2** **New Construction** or **Substantial Improvements** of residential **Buildings** within a **SFHA** shall have the **Lowest Floor** elevated to at least the **FPE** and that the fully enclosed areas below the **Lowest Floor** that are usable solely for parking of vehicles, **Building** access or storage in an area other than a basement and which are subject to **Flooding** shall be designed to automatically equalize hydrostatic **Flood** forces on exterior walls by allowing for the entry and exit of **Floodwaters**. Designs for meeting this requirement must either be certified by a registered **Professional Engineer** or architect or meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to

**Flooding** shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of **Floodwaters**. Adequate drainage shall be provided.

**15-81.B.3 New Construction and Substantial Improvements** of non-residential **Buildings** within a **SFHA** shall (i) have the **Lowest Floor** elevated to at least the **FPE** or, (ii) together with attendant utility and sanitary facilities be designed so that below the **FPE** the **Building** is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Where a non-residential **Structure** is intended to be made watertight below the **FPE**, (i) a registered **Professional Engineer** or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions of 44CFR60.3 and (ii) a record of such certificates which includes the specific elevation (in relation to sea level) to which such **Buildings** are **Floodproofed** shall be maintained by the official designated by the **Community** under 44CFR59.22.

**15-81.B.4 Manufactured Homes** that are placed or substantially improved within the **SFHA** on sites (i) outside of a **Manufactured Home Park** or subdivision, (ii) in a **New Manufactured Home Park** or subdivision, (iii) in an **Expansion to an Existing Manufactured Home Park** or subdivision, or (iv) an **Existing Manufactured Home Park** or subdivision on which a **Manufactured Home** has incurred **Substantial Damage** as the result of a **Flood** be elevated on a permanent foundation such that the **Lowest Floor** of the **Manufactured Homes** to at least the **FPE**, be securely anchored to an adequately anchored foundation system to resist floatation, collapse and lateral movement in accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code 870, provide adequate access and drainage and if pilings are used for elevation, applicable design and construction standards for pilings shall be met.

**15-81.B.5 Manufactured Homes** to be placed in an **Existing Manufactured Home Park** or subdivision within the **SFHA** not subject to the provisions of Section 15-81.B.4 shall be elevated so that either (i) the **Lowest Floor** of the **Manufactured Home** is at least the **FPE**, or (ii) the **Manufactured Home** chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately

anchored foundation system to resist floatation, collapse, and lateral movement accordance with the rules and regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 Ill. Adm. Code 870, provide adequate access and drainage and if pilings are used for elevation, applicable design and construction standards for pilings shall be met.

**15-81.B.6 Recreational Vehicles** placed on sites within a **SFHA** be either (i) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of 44CFR60.3(b)(1) and the elevation and anchoring requirements of Section 15-81.B.4. A **Recreational Vehicle** is ready for highway use if it is on its wheels or jacking system, is attached to the site only by a quick disconnect type utilities and security devices, and has no permanently attached additions.

**15-81.B.7 Accessory Structures** such as detached garages and sheds may be constructed within a **SFHA** if they meet all of the following criteria:

**15-81.B.7.a.** Must be non-habitable, used for the storage of vehicles and tools, and cannot be modified later into another use.

**15-81.B.7.b.** Shall be located outside of the **Regulatory Floodway**.

**15-81.B.7.c.** Shall be on a single lot and be accessory to an existing principal **Building** on the same lot.

**15-81.B.7.d.** When the floor of an **Accessory Structure** is below the **BFE**, the walls of the **Accessory Structure** shall include openings to allow **Floodwater** to enter the **Structure** from the adjacent grade to the **BPE**. The location of the openings and the size of each opening shall be in accordance with **FEMA** Technical Bulletin 1.

**15-81.B.7.e.** All electrical, heating, ventilation, air conditioning, plumbing, and other appliances, or fixed mechanical or electrical devices shall be located above the **FPE**.

**15-81.B.7.f.** The detached garage must be less than fifteen thousand dollars (\$15,000) in market value or replacement cost, whichever is greater, or less than five hundred and seventy six (576) square feet in size.

**15-81.B.7.g.** Shall be anchored to resist floatation and overturning.

**15-81.B.7.h.** All flammable or toxic materials (gasoline, paint, insecticides, fertilizers, etc.) shall be stored above the **FPE**.

**15-81.B.7.i.** All construction below the **FPE** shall be of **Flood** resistant materials.

**15-81.C** Public Health Protection Standards

**15-81.C.1** Temporary or permanent storage in the **Flood Plain** of the following are prohibited unless elevated or **Floodproofed** to one foot above the **Base Flood Elevation**:

- 15-81.C.1.a. Items susceptible to **Flood** damage; or
    - 15-81.C.1.b. Unsecured buoyant materials or materials that may cause off-site damage including bulky materials, flammable liquids, chemicals, explosives, pollutants, or other hazardous materials; or
    - 15-81.C.1.c. Landscape wastes.
  - 15-81.C.2 On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during **Flooding**.
  - 15-81.C.3 Sanitary sewer systems shall be designed to eliminate infiltration or inflow of **Flood** waters and minimize discharge of sewage.
- 15-81.D **Compensatory Storage** Volume Standards
  - 15-81.D.1 Any placement of fill, **Structures**, or other materials above grade in the **Flood Plain** shall require **Compensatory Storage** equal to at least 1.5 times the volume of **Flood Plain** storage displaced. The storage shall be provided incrementally using one of the following methods: i) between the 0 - 10-year and the 10 - 100-year **Flood** recurrence intervals; or ii) an approved equivalent, at a minimum 1:1 ratio. The remaining 0.5:1 required storage ratio can be provided at any elevation below the **BFE**. **Compensatory Storage** for fill in depressional storage areas shall be provided non-incrementally at a ratio of 1:1. Grading in wetland, **Flood Plain**, or **Buffer** areas shall be done in such a manner that the effective **Flood Plain** storage is maintained at all times. **Compensatory Storage** is not required for **Flood** protection of existing **Buildings** for **Flood Plain** volume displaced by the **Building** and within the area of 10 feet adjacent to the **Building**.
  - 15-81.D.2 For areas where there is no defined **Regulatory Floodway** and a tributary drainage area less than 640 acres, the **Compensatory Storage** requirements set forth in Section 15-81.D shall be waived for **Developments** that meet either of the following criteria:
    - 15-81.D.2.a. The cross-sectional **Flood Plain** area, as defined by cross-sections through the **Development Site**, is not reduced by more than 0.5% at any one cross-section; or
    - 15-81.D.2.b. The total fill volume does not exceed 200 cubic feet.
  - 15-81.D.3 Existing **Flood** storage that is lost due to **Channel** modification shall require **Compensatory Storage** at a 1:1 ratio.
  - 15-81.D.4 **Flood Plain** fill resulting from public **Roadway Developments** shall require incremental **Compensatory Storage** at a 1:1 ratio.
  - 15-81.D.5 Any removal, replacement, or modification of **Stormwater Facilities** that has an **Adverse Hydraulic Impact** shall provide a **Watershed Benefit** and shall require **Compensatory Storage** to mitigate for any potential increases

in flow or **Flood** elevations. All **Structures** and their associated low entry elevations within the created backwater of the existing **Stormwater Facility** shall be identified.

**15-82. Regulatory Floodway Performance Standards**

**15-82.A** In the **Regulatory Floodway**, all of the requirements of Article X shall apply to any proposed **Development**, and only the following **Appropriate Uses** shall be considered for **Certifications**:

**15-82.A.1** **Flood** control structures, dikes, **Dams** and other public works or private improvements relating to the control of drainage, **Flooding** or erosion or water quality or habitat for fish or wildlife;

**15-82.A.2** **Structures** or facilities relating to the use of, or requiring access to, the water or shoreline, such as pumping and treatment facilities, and facilities and improvements related to recreational boating, commercial shipping and other functionally dependent uses;

**15-82.A.3** Storm and sanitary sewer outfalls;

**15-82.A.4** Underground and overhead utilities;

**15-82.A.5** Recreational facilities such as playing fields and trail systems including any related fencing built parallel to the direction of **Flood** flows;

**15-82.A.6** Bridges, culverts, roadways, sidewalks, and railways, and any modification thereto;

**15-82.A.7** **Regulatory Floodway** regrading, without fill, to create a positive slope toward a watercourse;

**15-82.A.8** **Floodproofing** activities to protect existing **Structures** such as, but not limited to, constructing water tight window wells, and elevating, without enlarging the footprint;

**15-82.A.9** In-ground swimming pools, without fill.

**15-82.B** Hydrologic and hydraulic impacts of proposed **Developments** located in the **Regulatory Floodway** shall be evaluated using one of the appropriate models as described in the following hierarchy:

**15-82.B.1** FEMA approved **Flood Plain** study model.

**15-82.B.2** **Watershed Plan Models** or models published by the **Director**.

**15-82.B.3** **Development** specific model using FEMA-accepted methodology.

**15-82.C** If the hydrologic and hydraulic impacts of **Developments** located in the **Regulatory Floodway** are to be evaluated using FEQ, the following modeling guidelines shall apply:

**15-82.C.1** FEQ models that have been submitted to or approved by FEMA or FEQ models that have been published by the **Director** shall be used. Any other FEQ models considered for use in the **Certification** of a proposed **Development** is at the discretion of the **Director**.

**15-82.C.2** **Developments** consisting wholly of stream bank stabilization will not require the use of the FEQ model provided that the cut and fill portions of the **Development** are balanced.



**15-82.C.3** Use of the FEQ model to evaluate hydrologic and hydraulic impacts to **Wetlands** will only be required for wetland areas that are located within the 100-year recurrence interval **Flood Plain**, where the existing FEQ model is the regulatory model.

**15-82.C.4** Evaluation of the results of the FEQ model will use the following thresholds to determine no adverse impact. In evaluating FEQ results, it is understood that the term “increases” as used below constitutes a numeric model tolerance and shall not be understood to endorse increasing **Flood** flows or **Flood** elevations.

**15-82.C.4.a.** There will be no increase in elevation for any storm event greater than 0.1 feet. If this threshold is exceeded, the **Applicant** shall prepare a trend analysis to show if there are any consistent frequency (depth and duration) of storm events that cause impacts greater than 0.1 feet. If there are no trends determined, then outliers with 0.25 feet or less shall be acceptable. If a trend is discernible, the **Development** shall be reevaluated to avoid adverse impacts within the determined trend. A trend is considered 3 or more events within 0.5 feet of depth that show increases greater than 0.1 feet.

**15-82.C.4.b.** No increase in flow greater than 10%.

**15-82.C.4.c.** No increase in velocity greater than 10%, unless there is either protection to prevent erosion or evidence that the proposed velocity will be non-erosive.

**15-82.D** All **Developments** shall preserve effective **Floodway Conveyance** such that there will be no increases in 100-year **Flood** elevations, flows, or **Floodway** velocity, unless any such increases are contained in a **Public Flood Easement** and a **Watershed Benefit** is provided. Increases in **Flood** elevations of 0.1 feet or less associated with bridge and culvert construction are allowable, in accordance with IDNR-OWR Part 3700 and 3708 rules.

**15-82.E** Transition sections within the **Regulatory Floodway** are required for the calculation of effective conveyance including the modification and the replacement of existing bridge and culvert **Structures**, or to compensate for lost conveyance for other **Appropriate Uses**. The following ratios shall be used to calculate transition sections:

**15-82.E.1** Water will expand no faster than one foot horizontal for every four feet of **Flooded** stream length.

**15-82.E.2** Water will contract no faster than one foot horizontal for every one foot of **Flooded** stream length.

**15-82.E.3** Water will not expand or contract faster than one foot vertical for every 10 feet of **Flooded** stream length.

**15-82.F** For bridge and culvert replacements within the **Regulatory Floodway** where a hydraulic analysis of the **Flood Plain** is required, a separate **Floodway** analysis shall not be required provided that the

pre- and post-construction **BFE** is not increased based on the hydraulic analysis of the **Flood Plain**.

**15-82.G** For proposed **Developments** that require a **Floodway** construction permit, the **County** has been delegated the authority to issue **Floodway** construction permits on behalf of IDNR-**OWR**. However, a permit application must still be submitted to IDNR-**OWR**. The **County** does not have delegated authority for specific types of permitting, including:

**15-82.G.1** Permitting of **Developments** undertaken by federal or state agencies including those that are funded, planned, or designed by federal or state agencies.

**15-82.G.2** Permitting of **Developments** undertaken by the **Department**, including those in which the **Department** is involved in the planning or design.

**15-82.G.3** Permitting of jurisdictional **Dams**.

**15-82.G.4** Permitting of work in public bodies of water, as defined by IDNR-**OWR**.

**15-82.G.5** State approval of new or revised **Regulatory Floodway** limits or regulatory flood profiles.

**15-82.G.6** State certification of **Flood** discharges.

**15-82.G.7** State approval of **BFE** determinations where no regulatory **BFE**'s currently exist and the drainage area of the watercourse is one square mile or greater.

**15-83. RESERVED**

**15-84. RESERVED**

## ARTICLE XI. WETLANDS

### 15-85. Requirements for Wetland Delineation

**15-85.A** The following should be completed as part of an onsite procedure, unless the **Director** or **Administrator** concludes otherwise. The decision shall be based on review of available resources, current or prior site knowledge, a site visit, or staff recommendations, or the results of Section 15-85.B.1. The basis for the decision shall be documented and placed in the **Development** file.

**15-85.B** The boundaries, extent, **Hydrology**, function and quality of all wetland areas on the subject property shall be determined by an **Environmental Scientist** in accordance with the Federal wetland delineation methodology. All **Development Site** wetland boundaries shall be demarcated in the field and verified by an **Environmental Scientist** representing the **County**, or the **Complete Waiver Community** where the wetland is located. Verified wetland boundaries are valid for two years after the date of verification.

**15-85.B.1** If an **Environmental Scientist** confirms that no **Wetlands** are present on or within 100 feet of the **Development Site**, the **Director**, or **Administrator** within a **Complete Waiver Community**, shall document those findings.

**15-85.B.2** If **Wetlands** or waters are determined to be present, a delineation report shall be prepared documenting boundaries, extent, function, and quality of wetland, waters, and **Buffers** in compliance with all methodologies and definitions set forth in this Ordinance, or the applicable **Waiver Community Ordinance**.

**15-85.C** The boundaries, extent, **Hydrology**, function, and quality of all wetland areas on sites in agricultural production shall be determined by an **Environmental Scientist** in accordance with the current methodology. Agricultural areas that have been abandoned for five, or more, consecutive years shall be delineated in accordance with the current Federal wetland delineation methodology authorized under Section 404 of the Clean Water Act.

**15-85.D** The approximate location, extent, and relative quality of off-site **Wetlands** within one hundred (100) feet of the **Development** shall be identified by using the first of the following documents or procedures applicable at the time of delineation:

**15-85.D.1** Site specific delineation according to the procedures specified in accordance with the Federal wetland delineation methodology.

**15-85.D.2** Wetland signatures identifiable from historic and current aerial photography, as determined by an **Environmental Scientist**.

**15-85.D.3** DuPage County Wetland Inventory Maps.

**15-85.D.4** US Fish and Wildlife Service, National Wetland Inventory Maps.

**15-85.D.5** **Wetlands** identified in **Interim Watershed Plans**.

**15-85.D.6** **Wetlands** identified in **Watershed Plans**.

**15-85.E Wetlands** shall be classified as either critical or regulatory based on the evaluation of the entire wetland complex. Critical wetland status shall be assigned to those **Wetlands** that have been determined to satisfy one of the following Sections 15-85.E.1 through 15-85.E.5 below:

**15-85.E.1** Calculate the wetland Qualitative Value using the Modified Michigan Department of Natural Resources Method. A score of 5 or higher will be considered a critical wetland. Alternatively, the mean rated wildlife quality (MRWQ) can be calculated using the Ludwig Wildlife Habitat Evaluation Method. A score of 8 or higher will be considered critical wetland. If both methods are completed, the MRWQ shall prevail.

**15-85.E.2** The plant community within the wetland is determined to have a native floristic quality index (nFQI) of 20 or higher during a single growing season assessment or a native mean C-value of 3.5 or greater, as calculated by the Swink & Wilhelm methodology.

**15-85.E.3** The wetland is known to be inhabited by a State listed threatened or endangered species based on the consultation with the Illinois Department of Natural Resources.

**15-85.E.4** An evaluation of the wetland completed in accordance with current United States Fish and Wildlife Service review procedure that confirms the presence or use by listed threatened or endangered species.

**15-85.E.5** If the wetland is identified as a critical wetland in the **County's** wetland inventory, confirmation of the Critical status shall be completed through an evaluation of Sections 15-85.E.1 through 15-85.E.4 above. If the wetland evaluation does not confirm a critical status, the wetland shall be considered "regulatory" for purposes of this Ordinance.

**15-86. Requirements for Development Affecting Wetlands**

**15-86.A Development** affecting **Wetlands** may not occur without **Certification**, or letter of permission, if applicable.

**15-86.B Development** proposing to affect **Critical Wetlands** must demonstrate through an **Alternatives Analysis** that the presence of **Critical Wetlands** precludes all economic use of the entire **Parcel**, and that no **Practicable Alternative** to wetland modification exists, and that the proposed **Development** represents the least damaging alternative while still achieving the **Basic Development Purpose**. If the impact is determined to be allowable, the impacted area shall be mitigated in accordance with Section 15-88.

**15-86.C Development** proposing to affect a **Regulatory Wetland** must demonstrate through an **Alternatives Analysis** that the proposed **Development** represents the least damaging alternative while still achieving the **Basic Development Purpose**. If the impact is determined to be allowable, the impacted area shall be mitigated in accordance with Section 15-88. The following exception applies:

- 15-86.C.1** The **Director**, or **Administrator** in a **Complete Waiver Community**, shall waive the requirement for completion of a **Alternatives Analysis** or the need to provide **wetland Mitigation** for **Developments** proposing, in the aggregate, 0.10 acre or less **Direct Impact to Wetlands** provided:
- 15-86.C.1.a.** the wetland(s) is regulatory; and
  - 15-86.C.1.b.** none of the wetland(s) to be impacted is over 0.1 acres in size; and
  - 15-86.C.1.c.** the wetland(s) to be impacted are not jurisdictional under the **USACE**; and
  - 15-86.C.1.d.** the wetland(s) to be impacted are located entirely within the **Development's** platted lot(s), and
  - 15-86.C.1.e.** There will be no indirect impacts to remaining wetland area(s), and
  - 15-86.C.1.f.** The wetland(s) to be impacted are not part of a wetland **Mitigation Development**, and
  - 15-86.C.1.g.** The impact is in line with the **Basic Development Purpose**.

**15-86.D** **Development** proposing to temporarily affect a **Regulatory Wetland** is allowable provided the impacted wetland is restored pursuant to Section 15-88.D.

**15-86.E** Vegetative Maintenance within wetland may be allowed through issuance of a Letter of Permission under the following conditions. A written description of the **Development** goals, objectives, and management plan must be provided for approval to the **Director** or **Administrator** of a **Waiver Community**. As long as the **Development** does not require **Stormwater Management Certification** for any other aspect of the **Development**, the **Director** or **Administrator** of a **Waiver Community** may issue a Letter of Permission to allow the **Maintenance** activity.

#### **15-87. Indirect Impacts to Wetlands**

**15-87.A** The **Applicant** must demonstrate that the **Development** or hydraulic alteration will not cause an **Indirect Wetland Impact** unless one of the following exceptions apply:

**15-87.A.1** The **Wetlands** occur at or below the **OHWM** of a waterway on which the hydraulics will not be changed; or,

**15-87.A.2** The **Development** is a streambank stabilization project; or,

**15-87.A.3** The **Director** or **Administrator** in a **Complete Waiver Community** concurs that there is no potential for adverse impact.

**15-87.B** A **Development** or hydraulic alteration is considered to have an indirect impact if one of the following limitations are exceeded:

**15-87.B.1** An Increase or decrease in the high water level of more than 3 inches in the 2.03 inch, 2.51 inch, and 3.04 inch, twenty-four (24) hour rainfall events; or

**15-87.B.2** Changes in the wetland's draw down time resulting in an increase or decrease of greater than 48 hours from the peak

elevation to the normal water level. The draw down times must be calculated for the 2.03 inch, 2.51 inch, and 3.04 inch, twenty-four (24) hour rainfall event for both the existing and proposed conditions; or

**15-87.B.3** An increase in the duration of inundation of more than 20% from existing to proposed conditions for the 5.51 and 7.58 inch, twenty-four (24) hour rainfall event. A minimum increase of 48 hours is allowed for these storm events.

**15-87.B.4** The **Director**, or **Administrator** in a **Complete Waiver Community**, can, based on a review of the submitted information, determine that proposed impacts outside of the above limits will not affect the existing plant communities, and therefore, would be allowable.

**15-87.C** Under certain circumstances, the **Director**, or **Administrator** in a **Complete Waiver Community**, may allow minor variations to the normal water level if it can be demonstrated by an **Environmental Scientist** to be an ecological benefit to the wetland system.

**15-87.D** When the dominant plant community or wetland type is known to be sensitive to relatively small changes in depth and duration of inundation (e.g., sedge meadow, vernal pool), then the thresholds as outlined in 15-87.B may be reduced by the **Director**, or **Administrator** in a **Complete Waiver Community**.

#### **15-88. Wetland Mitigation Requirements**

**15-88.A** **Mitigation** for **Wetland Impacts** shall take place in the same **Watershed Planning Area** as the affected wetland. For the purpose of Section 15-88, the three **Watershed Planning Areas** are defined as the Salt Creek (including the Des Plaines River and Sawmill Creek), East Branch DuPage River and West Branch DuPage River, as shown on Exhibit 1. If **Mitigation** is not practicable within the same **Watershed**, the **Director** or **Administrator** may allow out of **Watershed Mitigation**, following a request in writing by the **Applicant**. The designs and analyses of all wetland **Mitigation** measures shall meet the applicable standards of the **Plan**.

**15-88.B** **Mitigation** for **Permanent Wetland Impacts** shall be provided as follows:

**15-88.B.1** Three to one (3:1) for permanent **Development** impacts within **Critical Wetlands**.

**15-88.B.2** One and one half to one (1.5:1) for permanent **Development** impacts within **Regulatory Wetlands**,

**15-88.B.3** Natural area restoration **Developments** shall provide wetland **Mitigation** for **Permanent Wetland Impacts** at a minimum proportional rate of one to one (1:1).

**15-88.B.4** **Developments** that contain both **Development** and restoration components shall mitigate at the ratios listed above applicable to each type of impact.

**15-88.B.5** If a wetland **Mitigation** area is disturbed prior to acceptance, the impact shall be mitigated at a one to one (1:1) rate. Restoration of the impacted area can constitute fulfillment

of the one to one requirement. If a wetland **Mitigation** area is impacted following acceptance, the impact must be mitigated at the appropriate critical or regulatory proportional rate.

**15-88.B.6** In order to be eligible for credit, the **Mitigation** must meet the **Performance Standards** referenced by the **Stormwater Management Certification**.

**15-88.C** The **Director** or **Administrator** may allow partial **Mitigation** credit for the following, provided that wetland creation for **Permanent Wetland Impacts** does not fall below a 1:1 ratio. A credit may not be counted twice.

**15-88.C.1** Enhancement or restoration of an existing wetland will be credited at a ratio of 0.5:1.

**15-88.C.2** Enhancement, restoration, or creation of **Buffer** will be credited at a ratio of 0.25:1.

**15-88.D** **Temporary Wetland Impacts** shall be restored in place. The disturbed area must be returned to its original contour and general soil profile, be restored to a comparable wetland community type, and exhibit an **FQI** no lower than that of the original wetland in accordance with the approved **Performance Standards**. The **Director** or **Administrator** in a **Complete Waiver Community** shall make a determination as to whether the proposed impacts will be considered temporary.

**15-88.E** The **Applicant** may request an alternative community type, if the **Development** is part of a natural area restoration **Development**, and documentation is provided describing the restoration plan and goals.

**15-88.F** **Mitigation** for depressional storage lost within **Wetlands** shall be provided in accordance with Section 15-81.D of this Ordinance.

**15-88.G** Wetland creation shall only take place within areas that are currently non-wetland.

**15-88.H** **Development** or the removal of **Native Vegetation** in the existing wetland shall be initiated only after a plan has been approved and adequate securities are provided as specified in Article VI of this Ordinance.

**15-88.I** Wetland **Mitigation** areas shall incorporate native, non-invasive species and be designed to duplicate or improve the hydrologic and biologic function of the original wetland.

**15-88.J** A native **Buffer** is required to protect the **Mitigation** wetland from surrounding land uses. **Buffers** shall be 100' for **Mitigation** adjacent to **Critical Wetlands** and 50' adjacent to **Regulatory Wetlands**, unless the **Director** or **Administrator** concludes otherwise.

**15-88.K** Evaluation of Wetland Hydrology for **Mitigation**. **Hydrology** for wetland **Mitigation** shall be evaluated by the **Applicant** to establish the depth and duration of inundation and soil saturation for the wetland plant community design. The **Applicant** shall identify the sources of wetland hydration including surface **Runoff**, groundwater, and overbank **Flooding**.

- 15-88.L** Applicants shall submit **Hydrology** information for the proposed wetland **Mitigation** area to demonstrate sustainability using the best available data.
- 15-88.M** The **Mitigation** must meet **Certification** requirements and associated **Performance Standards**, and shall undergo a maintenance and monitoring period as required in the **Stormwater Management Certification**.
- 15-88.M.1** Upon inspection, if the **Mitigation** meets **Certification** requirements and **Performance Standards** during or at the end of the monitoring period, the **Director**, or **Administrator** in a **Complete Waiver Community** shall issue regulatory signoff.
- 15-88.M.2** If the permit requirements are met early and it appears that the cessation of the maintenance and monitoring period will not jeopardize the area's continuing compliance, the **Director** or **Administrator** in a **Complete Waiver Community** may consider granting early signoff when requested.
- 15-88.M.3** If the **Mitigation** area is not considered a success within the approved monitoring period, additional measures shall be required to bring the site into compliance.
- 15-88.N** **Mitigation** is considered separate from other **Development** components, and requires a performance security be established in accordance with Article VI for the completion of the **Mitigation Development**.
- 15-88.O** The **Certification** holder shall provide annual monitoring reports documenting progress towards meeting the approved **Performance Standards**. The monitoring reports shall include relevant data and observations during the growing season and shall be submitted no later than January 31<sup>st</sup> of the following year until **Performance Standards** are met and accepted.
- 15-88.P** If property ownership is changed during the management and monitoring period, the **Applicant** shall provide formal written notification to the **Director** or **Administrator**. The notification shall contain complete contact information including **Certification** number(s), owner(s) name(s), street address(es), phone number(s) (office, fax, mobile), email address(es), etc. The **Certification** holder must notify the future owner(s) of their obligations regarding **Certification** conditions and maintenance and monitoring requirements for the subject **Development** as they relate to the **Stormwater Management Certification** and to submit written confirmation from the receiving party accepting these responsibilities.
- 15-88.Q** **Development** within or affecting a wetland begun prior to **Authorization** under this Ordinance, or other unauthorized impact to a wetland, shall presume the wetland was critical and provide **Mitigation** at a 3:1 replacement ratio, and shall be processed in one of the following two ways:
- 15-88.Q.1** If the unauthorized **Wetland Impact** can be considered a temporary impact, the **Director** or **Administrator** may process the resolution of this **Violation** outside of the normal **Certification** program, through preparation of a Letter of



Permission which would be countersigned by the **Applicant** committing them to specific site restoration and management requirements and timeframes.

**15-88.Q.2** If the unauthorized **Wetland Impact** cannot be considered a **Temporary Wetland Impact**, the **Applicant** shall enter into a formal **Stormwater Management Certification** process, and meet all requirements of the Ordinance.

**15-89. Wetland Banking**

**15-89.A** Where **Development** affecting wetland meets the requirements of Article XI and the long term preservation of existing wetland functions or characteristics is unlikely as a result of existing or proposed land use practices in adjacent upland areas, then the **Director** or **Administrator** may provide that **Mitigation** for **Development** within or affecting **Wetlands** be accomplished wholly or in part through investment in an established wetland banking **Development** in lieu of constructing new **Wetlands**.

**15-89.B** Such wetland banking shall be allowed only if no long term net loss of **Wetlands** results within each **Watershed Planning Area** as defined in Article XI and if the adverse impacts of **Development** in **Regulatory Wetlands** or **Critical Wetlands** are fully mitigated.

**15-89.C** Wetland banking for **Development** impacts within a **Critical Wetland** or **Regulatory Wetland** shall take place within an established wetland banking **Development** approved by the **Committee**, or the **Oversight Committee**, and shall:

**15-89.C.1** Include a wetland enhancement, restoration, and construction plan approved by the **Committee** and the **County Board**, or by the **Oversight Committee** and the corporate authorities; and

**15-89.C.2** Include a capital improvements plan containing an estimate of the total per acre cost of wetland **Mitigation**, including operation and **Maintenance** costs; and

**15-89.C.3** Include a formula to determine that any investment in a wetland bank shall be at least equal to the cost of planning, acquiring of lands, constructing, operating, and maintaining mitigated **Wetlands** of equivalent or greater functional value than those lost to **Development**.

**15-89.D** If **Development** impacts to a wetland meets all the conditions for **Mitigation** in a wetland banking **Development**, a payment may be made into the wetland banking program and shall be determined by multiplying the acres of required **Mitigation** times the first of the following applicable costs:

**15-89.D.1** The investment cost of the closest wetland banking **Development** to the **Development** that is in the **Watershed Planning Area** that has the greatest wetland deficit, as defined in Section 15-89.D.3; or

**15-89.D.2** The investment cost of the closest wetland banking **Development** within the same **Watershed Planning Area** as the proposed **Wetland Impact**; or

**15-89.D.3** The investment cost of the closest wetland bank to the **Development** that is outside the **Watershed Planning Area** where the **Development** is proposed. However, the area of **Mitigation** available within a wetland banking **Development** for **Mitigation** from outside the **Watershed Planning Area** shall not exceed 15% of the bank's total wetland area. This amount of wetland **Mitigation** is considered a wetland deficit in the **Watershed Planning Area** where the **Development** occurs. The **Watershed Planning Area** that receives the wetland **Mitigation** shall pay back the wetland deficit in accordance with Section 15-89.D.1.

**15-89.E** If **Development** impacts to a wetland meet all the conditions for **Mitigation** in the wetland banking program, and there is not a wetland banking **Development** available per Section 15-89.D, a payment may be made to the **County** for deposit into a specific wetland banking **Development** or in a wetland bank suspense account equal to \$175,000 per acre of required **Mitigation**.

**15-89.F** All funds deposited in the wetland banking program shall be maintained in accounts designated solely for a particular wetland banking **Development** or in a wetland bank suspense account if collected under Section 15-89.E. At the option of the **Director** or **Administrator**, funds may be transferred to the account of another wetland banking **Development** in the same **Watershed Planning Area**, or if one is not available, in an off-site **Mitigation** area meeting the requirements in Section 15-89, if that particular wetland banking **Development** is not constructed within 10 years after the date on which such funds were deposited. Upon approval of a wetland banking **Development** within a **Watershed Planning Area** for which payments have been deposited in accordance with Section 15-89.E, such payments shall be immediately transferred into that wetland banking **Development**. Any portion of the payment paid in excess of the actual fee established for said wetland banking **Development** shall be refunded to the then current property owner or his/her/its designee.

**15-89.G** The **County** Board or the corporate authorities in a **Waiver Community** shall audit annually all funds deposited in wetland banking accounts and shall account for such funds on a first-in, first-out basis.

**15-90. RESERVED**

**15-91. RESERVED**

**ARTICLE XII. BUFFERS**

**15-92. Identification of Buffers**

**15-92.A Buffer** areas for **Wetlands** shall extend from the edge of the delineated wetland. **Buffer** for those portions of non-wetland **Waters of DuPage** shall extend from the **Ordinary High Water Mark (OHWM)**:

**15-92.A.1** A property may contain a **Buffer** area that originates from another property.

**15-92.A.2 Buffer** widths for wetland shall be as follows:

**15-92.A.2.a.** One hundred (100) feet for **Critical Wetlands**, except as noted in Section 15-92.B.2.

**15-92.A.2.b.** Fifty (50) feet for **Regulatory Wetlands**, except as noted in Section 15-92.B.2.

**15-92.B Buffer** for non-wetland **Waters of DuPage** shall be a minimum width of fifteen (15) feet and a maximum width matching the **Regulatory Flood Plain**. Width shall be determined as follows for the following situations:

**15-92.B.1.a.** Where there is no **Regulatory Flood Plain** study, and the drainage area is over one hundred (100) acres, then the required site specific **BFE** study in Section 15-80 will define a 100-yr **Flood** elevation for the site and that elevation shall be used to set the **Buffer** width, except as noted in Section 15-92.B.2.

**15-92.B.1.b. Waters of DuPage** which have a drainage area of less than one hundred (100) acres and no **Flood** study has been performed will have a **Buffer** of fifteen (15) feet from the **OHWM**, except as noted in Section 15-92.B.2.

**15-92.B.1.c.** For purposes of regulation under this Ordinance, the **Applicant** may choose to accept the 100-year **Flood Plain** limit as the **Buffer**, or he may submit documentation addressing the **Buffer** functions and request that a narrower **Buffer** limit between the 100-year **Flood Plain** and one hundred (100) feet from **OHWM** should be allowed by the **Administrator** in a **Complete Waiver Community** or the **Director**, in accordance with 15-94.B.

**15-92.B.2 Buffer** does not include impervious non-vegetated surfaces, permanent **Structures** or **Buildings**. In addition, non-wetland **Waters of DuPage** County **Buffer** does not include maintained lawn or associated maintained landscape plantings within the limits of the 100 year **Flood Plain** that are more than fifty (50) feet from the limits of the waters.

**15-93. RESERVED.**

**15-94. Development Affecting a Buffer**

- 15-94.A** Vegetative Maintenance within **Buffer** may be allowed through issuance of a Letter of Permission under the following conditions:
- 15-94.A.1** A written description of the **Development** goals, objectives, and management plan must be provided for approval to the **Director**, or **Administrator** in a **Waiver Community**. As long as the **Development** does not require **Stormwater Management Certification** for any other aspect of the **Development**, the **Director** or **Administrator** of a **Waiver Community** may issue a Letter of Permission to allow the **Maintenance** activity.
- 15-94.A.2** The **Maintenance** activity will result in an enhancement of **Buffer** functions in accordance with 15-94.C.
- 15-94.A.3** Maintained lawn or landscape planting beds have limited **Buffer** function and may be replaced in kind.
- 15-94.B** **Development** of **Buffer**, or a reduction in width, function, or the removal of **Native Vegetation**, shall not occur without **Mitigation**.
- 15-94.B.1** **Mitigation** for **Buffer** impact does not require one for one replacement of the area impacted. Replacement of impacted function takes precedent over replacement of area.
- 15-94.B.2** Impacts to **Buffers** shall consider the effectiveness of the natural functions and mitigate those functions to the extent practicable.
- 15-94.C** **Buffer Mitigation** design shall incorporate native, non-invasive species and be designed to duplicate or improve the hydrologic and biologic function of the original **Buffer** unless documentation is provided to support establishment of alternative communities. When native plantings are required as part of a **Mitigation Development**, the plantings shall be native to Northeastern Illinois as defined by *Plants of the Chicago Region*.
- 15-94.D** **Buffer Mitigation** shall meet **Certification** requirements, associated **Performance Standards**, and shall undergo a maintenance and monitoring period, as required in the **Stormwater Management Certification**. **Performance Standards** are found in Appendix B. **Applicants** may choose to use the **Performance Standards** found in Appendix B, or the **Applicant** may prepare and submit individualized site specific standards for review and approval.
- 15-94.D.1** Upon inspection, if the **Buffer Mitigation** meets **Certification** requirements and **Performance Standards** during or at the end of the monitoring period, the **Director**, or **Administrator** in a **Complete Waiver Community**, shall issue regulatory signoff.
- 15-94.D.2** If the **Buffer Mitigation** area is not considered a success within the approved monitoring period, additional measures shall be required to bring the site into compliance.
- 15-94.E** **Development** affecting a wetland **Buffer** shall be initiated only after a **Mitigation** plan has been approved and adequate securities are provided as specified in Article VI of this Ordinance.
- 15-94.F** **Mitigation** is considered separate from other **Development** components, and requires a performance security be established in

accordance with Article VI for the completion of the **Mitigation Development**.

**15-94.G** The **Certification** holder shall provide annual monitoring reports documenting progress towards meeting the approved **Performance Standards**. The **Director** or **Administrator** may require the **Certification** holder to undertake remedial action to bring the area into compliance with the **Mitigation** plan. The monitoring reports shall include relevant data and observations taken during the growing season and shall be submitted no later than January 31<sup>st</sup> of the following year until **Performance Standards** are met and accepted.

**15-94.H** If property ownership is changed during the management and monitoring period, the **Applicant** shall provide formal written notification to the **Director** or **Administrator**. The notification shall contain complete contact information including **Certification** number(s), owner(s) name(s), street address(es), phone number(s) (office, fax, mobile), email address(es), etc. The **Certification** holder must notify the future owner(s) of their obligations regarding **Certification** conditions and maintenance and monitoring requirements for the subject **Development** as they relate to the **Stormwater Management Certification** and to submit written confirmation from the receiving party accepting these responsibilities.

**15-94.I** Features of a naturalized stormwater management system, such as stormwater **Structures**, infiltration trenches, vegetated swales, filter strips, site runoff storage ponds, and **Compensatory Storage** areas may be within the **Buffer** area, provided the system is set back to a minimum of fifty percent (50%) of the required **Buffer** width, and the **Buffer** functions, if impacted, are mitigated.

**15-94.J** Access through **Buffer** areas shall be allowed, when necessary, for **Maintenance** purposes.

**15-95. RESERVED**

**15-96. RESERVED**

## ARTICLE XIII. FEE-IN-LIEU PROGRAMS

### 15-97. Site Runoff Storage Variance Fee Program

**15-97.A** Where a **Variance** to the site runoff storage requirements of Section 15-72 is granted, payment into a site runoff storage variance fee program shall be made prior to the issuance of a **Stormwater Management Certification** as a condition of the **Variance**.

**15-97.B** All **Developments** shall participate in the **County's** fee in lieu program, unless the **Development** is within a **Waiver Community** with its own ordinance and fee in lieu program.

**15-97.B.1** Payment of a site runoff storage **Variance** fee for the varied storage shall be made to the **County** and is determined by applying the first applicable criteria as follows:

**15-97.B.1.a.** Where the program has an established off-site storage facility(ies) the fee shall be calculated by multiplying the per acre-foot cost of the closest off-site storage facility times the varied storage where:

**15.97.B.1.a.1.** A design concept plan for the facility has been approved by the **Committee** and the **County** Board containing an estimate of the per acre-foot cost of constructing the storage, including operation and **Maintenance** costs; and

**15.97.B.1.a.2.** A formula has been developed to determine that any investment in the facility shall be at least equal to the cost of planning, acquiring of lands, constructing, operating, and maintaining the facility; and

**15.97.B.1.a.3.** The facility is located in the same **Watershed Planning Area** as the **Variance**.

**15-97.B.1.b.** Where the program has not established off-site storage facility(ies) in accordance with sub-parts B.1.a.1 through B.1.a.3, above, detention variance fee shall be charged in accordance with an adopted fee schedule, attached to this Ordinance as Schedule B and by this reference incorporated into this Ordinance. The fees set forth in Schedule B shall identify reasonable and rational costs to provide site runoff storage in the same **Watershed Planning Area** as the subject **Variance**. The detention variance fee shall include the cost of planning, acquiring land, construction, operation, and **Maintenance**.

**15-97.B.2** Fee in lieu funds collected shall be accounted for in separate **Development** or **Watershed Planning Area** accounts. Funds shall be used in the same **Community** or **Watershed Planning Areas** as collected to enhance existing site runoff storage facilities and related components, construct off-site facilities and related components, provide **Maintenance** of **Stormwater Facilities**, or undertake other **Development**

that provides a **Watershed Benefit**. Funds may not be used to fulfill permit requirements.

**15-97.B.3** Each authority administering a fee-in-lieu program shall provide an annual accounting of all funds deposited in each **Development** or watershed planning accounts and shall account for each fund on a first-in, first-out basis.

**15-97.B.4** Each authority administering a fee-in-lieu program may prioritize and allocate funds on an annual basis within each **Watershed Planning Area** account. Communities may make a request to the **Committee** by June 30th of each year for funds within the watershed planning accounts for uses identified in Section 15-97.B.2.

**15-97.B.5** Detention variance fees shall be refunded to the **Person** who paid the fee, or to that **Person's** successor in interest, in accordance with Sec. 15-97.B.6, whenever the program **Administrator** fails to encumber fees collected within 10 years from the date on which such fees were collected.

**15-97.B.6** Refunds shall be made provided that the appropriate party files a petition with the program **Administrator** within one year from the date on which such fees are required to be encumbered.

**15-97.C** A **Waiver Community** may adopt its own fee schedule and designate off-site facilities. Funds collected in a **Waiver Community** program shall be used within the **Waiver Community**, or within the **Watershed Planning Area** in which such fee was collected. A **Waiver Community's** accounting records shall be made available to the **Committee** upon request.

#### **15-98. Post Construction BMP Fee-in-Lieu Program**

**15-98.A** With the approval of the **Administrator**, or the **Director** in a Non-Waiver **Community**, and provided the conditions of Section 15-63 apply, the **Applicant** may be allowed or required to pay a **PCBMP** fee-in-lieu payment. Payment into a **PCBMP** fee-in-lieu program shall be made prior to the issuance of a **Stormwater Management Certification**.

**15-98.B** **Development** in a Non-Waiver **Community** or in a **Waiver Community** that has not adopted a **PCBMP** fee-in-lieu program shall participate in the **County's** program where:

**15-98.B.1** **PCBMP** fee-in-lieu payment shall be made to the appropriate fee-in-lieu program. A **PCBMP** fee-in-lieu payment shall be calculated by applying the adopted fee schedule, attached to this Ordinance as Schedule B and by this reference incorporated into this Ordinance, that identifies reasonable and rational cost to construct and maintain similar **PCBMPs** for those areas of the **Development** that remain without effective **PCBMP** treatment.

**15-98.B.2** **PCBMP** funds collected shall be separately accounted for in **Watershed Planning Area** accounts. Funds shall be used in the same **Watershed Planning Areas** as collected

solely to design, construct, and maintain water quality or **Runoff** volume reduction improvements. Funds may not be used to fulfill obligations required by the Ordinance.

**15-98.B.3** The program **Administrator** shall provide accounting on an annual basis of all funds deposited in each watershed planning account and shall account for each fund on a first-in, first-out basis.

**15-98.B.4** Each authority administering a fee-in-lieu program may prioritize and allocate funds on an annual basis within each **Watershed Planning Area** account. Communities may make a request to the **Committee** by March 30th of each year for funds within the watershed planning accounts for uses as identified in Section 15-98.B.2.

**15-98.B.5** All **PCBMP** fee-in-lieu payments shall be refunded to the **Person** who paid the fee, or to that **Person's** successor in interest, in accordance with Section 15-98.B.6, when the program **Administrator** fails to encumber that **Development's** fees collected within ten (10) years of the date on which such fees were collected.

**15-98.B.6** Refunds shall be made provided that the appropriate party files a petition with the program **Administrator** within one year from the date on which such fees are required to be encumbered.

**15-98.C** **Development** in a **Waiver Community** shall participate in the **Waiver Community's PCBMP** fee-in-lieu program where the corporate authority has adopted a program that is consistent with Section 15-98.B. A **Waiver Community** may adopt its own fee schedule and designate off-site facilities. Funds collected in a **Waiver Community** program shall be used within the **Waiver Community**, or within the **Watershed Planning Area** in which such fee was collected. A **Waiver Community's** accounting records shall be made available to the **Committee** upon request.

**15-99.** Wetland **Mitigation** Fee in Lieu. If **Development** impacts to a wetland meet all the conditions for **Mitigation** in the wetland banking program, and there is no wetland banking **Development** available under the criteria set forth in Article XI, the **Applicant** may make a fee-in-lieu payment to the **County** in the sum of \$175,000 per acre of required **Mitigation** area.

**15-100.** RESERVED

**15-101.** RESERVED



**ARTICLE XIV. PROHIBITED ACTS/ENFORCEMENT/PENALTIES**

**15-102. Prohibited Acts**

**15-102.A** It shall be unlawful for any **Person** to undertake any **Development** within the **County** or within a **Waiver Community Ordinance** without first securing a **Stormwater Management Certification** as required by this Ordinance or the applicable **Waiver Community Ordinance**.

**15-102.B** It shall be unlawful for any **Person** to violate, disobey, omit, neglect, or refuse to comply with, or to resist enforcement of, any provision of this Ordinance, or an applicable **Waiver Community Ordinance**, or any condition of any **Stormwater Management Certification** or **Variance** required by this Ordinance, or a **Waiver Community Ordinance**.

**15-102.C** It shall be unlawful for the **Person** owning or exercising control over any property, or **Development** thereon, to permit or allow that property, or any **Development** thereon, or any condition thereof, to violate, or remain in **Violation** of, any provision of this Ordinance, or a **Waiver Community Ordinance**, or fail to comply with, abide by or satisfactorily complete any condition of any **Stormwater Management Certification** or **Variance** granted to, or issued for, that property or **Development**.

**15-102.D** It shall be unlawful for any **Person** to continue any work on a property after having been served with a stop work order issued pursuant to Sec. 15-108, except such work as that **Person** is directed, or authorized, to perform by the **Director** or **Administrator** necessary to remove a **Violation** having a temporary impact or to abate an unsafe condition.

**15-103. Prosecution of Violations.** Upon finding the existence of any **Violation** of this Ordinance or a **Waiver Community Ordinance**, the **Director** or the **Administrator** shall have the authority and duty to take or direct all actions necessary or appropriate to abate and redress such **Violation**. The **Director** or the **Administrator** shall also initiate proceedings, as necessary, to enforce this Ordinance or the **Waiver Community Ordinance**. A code enforcement adjudication program may be used to prosecute **Violations** of this Ordinance, or a **Waiver Community Ordinance**.

**15-104. Notice of Violations**

**15-104.A** Whenever the **Director** or the **Administrator** determines that a **Violation** of the Ordinance exists, the **Director** or the **Administrator** shall issue a Notice of Violation in any of the following manner:

**15-104.A.1** By posting a copy on the subject property in a conspicuous place, or

**15-104.A.2** By personally delivering or mailing a copy to the **Person**, firm, or corporation responsible for the unlawful act or omission or condition which forms the basis for the **Violation**,  
or

**15-104.A.3** By personally delivering or mailing a copy to any adult who resides at, occupies, uses, leases, manages or maintains the property on which the **Violation** is located, or

**15-104.A.4** By personally delivering or mailing a Notice of Violation to any owner in title to the property on which the **Violation** is located.

**15-104.B** If a notice, or order, is issued in accordance with Sec. 15-104.A.1 or if the party to whom the Notice of Violation was issued was in accordance with Sec. 15-104.A.2 or 15-104.A.3 is not also the property owner, a copy of the notice shall also be mailed to the "owner of record" as indicated on the latest Tax Assessor's records at the last address to which a tax bill was mailed.

**15-104.C** A Notice of Violation shall contain the following:

**15-104.C.1** A brief statement setting forth the type and nature of the **Violation**; and

**15-104.C.2** The section, or sections, of the Ordinance violated and, if applicable, the identity of any order, permit, plan or statement of specifications violated; and

**15-104.C.3** The date the **Violation** was observed; and

**15-104.C.4** The address and/or PIN of the property on which the **Violation** was observed; and

**15-104.C.5** A statement directing the discontinuance of the illegal action or condition and abatement of the **Violation**; and

**15-104.C.6** A statement informing the violator, and/or owner, that they may contest the Notice of Violation by requesting in writing and within fourteen (14) days of issuance of the notice, an administrative appeal; and

**15-104.C.7** A statement informing the violator, and/or owner, that they may correct the **Violation** within fourteen (14) days. A violator may remedy the **Violation** by either;

**15-104.C.7.a.** Correcting, abating or removing the **Violation**, or the condition(s) which cause the **Violation**, and have such remediation verified by an inspection; or

**15-104.C.7.b.** Applying to the **County**, or **Waiver Community**, for any necessary **Certification** (s), or to revise or amend any previously issued **Certification**, or revise or amend any previously approved plan, drawing or specifications, as applicable.

**15-104.C.8** A warning that if the violator fails to comply with the Ordinance and remedy the **Violation** within the time specified the **County**, or **Waiver Community**, shall institute appropriate legal proceedings against the violator.

**15-104.C.9** A statement that the Ordinance authorizes fines of up to one thousand dollars (\$1,000.00), per day, for each day a **Violation** remains uncorrected, plus additional court costs, which fines and costs may be assessed in addition to other remedies at law including a court order enjoining further **Violations** and ordering the offender to cease, correct, repair, abate or otherwise remedy the offending condition.

**15-104.D** If a party to which a Notice of Violation has been issued requests an extension of time to comply with the Ordinance, or perform any act necessary to remedy a **Violation**, the **Director** or **Administrator** may allow an extension of time for such compliance or act, which extension shall not be more than forty five (45) days. The **Director** or **Administrator** shall not extend the period of time in which a party may request an administrative hearing

**15-104.E** The issuance of a Notice of Violation shall not be required as a condition of the **County**, or a **Waiver Community**, commencing legal action to enforce a stop work order issued pursuant to Sec. 15-108, or where the a **Violation** presents an imminent risk of harm to the health, life or safety of any **Person**, or an injunctive suit brought pursuant to Sec. 15-111.

**15-105.** Inspection and **Maintenance** Authority

**15-105.A** Pursuant to the authority granted by 55 ILCS 5/5-1104 & 5-1062, the **County** may, after thirty (30) days written notice to the owner or occupant, in a non-emergency situation enter upon any lands or waters within the **County** for the purpose of inspecting or maintaining **Stormwater Facilities** or causing the removal of any obstruction to an affected watercourse.

**15-105.B** The **Director** or the **Administrator** shall post the notice in a prominent place on the premises, or shall send by certified mailing a copy of the notice to the property owner listed in the **County** property tax records. The notice shall:

**15-105.B.1** State the method by which the **Stormwater Facility** will be cleaned or maintained; and

**15-105.B.2** State the date upon which the proposed work will begin; and

**15-105.B.3** Inform the property owner that the property owner may appeal the commencement date of the proposed **Maintenance** work.

**15-105.C** Where an obstruction is within a water course and is obstructing flow, the **County** or a **Waiver Community** may, with 10-days notice, enter upon the property and remove the obstruction.

**15-106.** Requirements for Immediate Remedial Action. Whenever the **Director** or **Administrator** determines that a **Violation** has a temporary impact to a **Flood Plain**, wetland, **Buffer** or **PCBMP**, which may be corrected, abated, or removed, in whole or in part, or where the adverse effects of the **Violation** can be ameliorated by immediate action, the **Director** or **Administrator** may authorize the violator, in writing, to perform remedial action at the **Violation** site without **Certification**:

**15-106.A** Unauthorized **Wetland Impacts** that are intended to be permanent are required to proceed through the normal **Stormwater Management Certification** process to determine if the impact will be allowed to remain, or

**15-106.B** Remedial action may include, as the **Director** or **Administrator** deems appropriate for the situation, the following:

**15-106.B.1** Removal of fill or other materials from the impacted area; and

**15-106.B.2** The area, and/or volume of fill or material removal, the manner of such removal and method of disposal for such fill or material; and

**15-106.B.3** A restoration and/or **Mitigation** plan for the impacted area setting forth **Performance Standards**, management and monitoring requirements as necessary, and implementation schedule.

**15-106.C** When the **Director** or **Administrator** authorizes remedial action under this Section, such remedial acts shall:

**15-106.C.1** Focus of the restoration of floristic communities and function of the impacted area; and

**15-106.C.2** Undergo a minimum of one year of management and monitoring, when applicable, to verify successful restoration. Failure to achieve the **Performance Standards** established as part of a restoration or **Mitigation** plan shall result in additional years of management and monitoring being required.

**15-106.D** In all cases the **Director** or **Administrator** shall document the nature of **Violation** and the basis for his determination that the impact was temporary.

**15-107.** Revocation and Suspension of **Certifications**.

**15-107.A** The **Director** or the **Administrator** may revoke a **Stormwater Management Certification** under any of the following circumstances:

**15-107.A.1** When the application, plans, or other supporting documents submitted by the **Applicant** reflect a false statement or misrepresentation as to material fact; or

**15-107.A.2** The **Development** violates any relevant local, State, or Federal requirement.

**15-107.A.3** When the security, access rights or covenants posted by the **Certification** holder do not comply with the requirements of this Ordinance, or a **Waiver Community Ordinance**.

**15-108.** Stop-Work Order

**15-108.A** The **Director** or the **Administrator**, upon discovery of the existence of any of the circumstances established in Section 15-107.A.2. of this Ordinance, is authorized to issue an order requiring the suspension of the subject **Development**. Such stop-work order shall be in writing, shall indicate the reason for its issuance, and shall order the act(s), if any, necessary to resolve the circumstances requiring the stop-work order.

**15-108.B** A stop-work order shall be issued when:

**15-108.B.1** **Development** is proceeding in a manner which creates imminent hazard of severe harm to **Persons** or property on or off the site; or

**15-108.B.2** **Development** has been accomplished in **Violation** of a requirement of this Ordinance, or the **Waiver Community**

**Ordinance**, or a **Stormwater Management Certification**, or any other applicable law or regulation, and a period of longer than fifteen (15) calendar days has elapsed since written notice of the **Violation** or noncompliance was issued and the **Violation** or noncompliance has not been corrected, abated or rectified; or

**15-108.B.3 Development** for which a **Stormwater Management Certification** is required is proceeding without issuance of a **Stormwater Management Certification**. In such instance, the stop-work order shall indicate that the effect of the order terminates when the required **Stormwater Management Certification** is properly obtained.

**15-108.C** If the **Director** or **Administrator** discovers that work on any property is being conducted contrary to the provisions of this Ordinance, or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, to the owner's agent, to the **Person** doing the work, or posted on the subject property; and shall state the appropriate code section(s) in **Violation**.

**15-108.D** Upon receipt of a stop work order, the property owner has fourteen (14) days to resolve the **Violation** or apply for a **Stormwater Management Certification**. Failure to comply within this timeframe may result in prosecution and/or fines as outlined in Section 15-109.

**15-109. Fines**

**15-109.A** Any **Person** who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any provision of this Ordinance, the applicable **Waiver Community Ordinance**, or any condition in any **Certification** issued pursuant to this Ordinance or a **Waiver Community Ordinance**, shall be subject to a fine not less than one hundred dollars (\$100.00) nor in excess of one thousand (\$1,000) for each offense. Each calendar day a **Violation** continues to exist shall constitute a separate offense.

**15-109.B** For the purposes of this Section 15-109, the owner, any occupant, the **Developer**, and/or any contractor doing **Development** work on the land shall be jointly and severally liable for any **Violation** of this Ordinance or the **Waiver Community Ordinance**.

**15-109.C** The **Committee**, or in a **Complete Waiver Community** the **Oversight Committee**, shall request its appropriate legal counsel to prosecute such action as a petty offense pursuant to 730 ILCS 5/5-1-17 (1992); as hereafter amended; or according to other appropriate authority in law or in equity.

**15-110. Additional Remedies for Special Flood Hazard Areas**

**15-110.A** In accordance with state law, the **County** may petition the circuit court for an order to remove any unauthorized fill placed in a **Special Flood Hazard Area** and to restore the subject property to its natural elevation(s) in order to lessen or avoid the imminent threat to

public health, safety, or welfare and damage to property resulting from the accumulation or **Runoff** of stormwater or **Floodwater**.

**15-110.A.1** When, after a diligent search, the identity or whereabouts of the owner of any such **Parcel**, including lien holders of record, are not ascertainable, notice mailed to the **Person** in whose name the real estate was last assessed for taxes, constitutes sufficient notice under Section 15-104.

**15-110.A.2** The cost of removal of fill and restoration incurred by the **County** shall be recoverable from the owner of such real estate and shall be a lien against the property.

**15-110.A.3** Such lien shall be superior to all other prior existing liens and encumbrances, except taxes; provided that within sixty (60) days after such removal of fill or restoration of the **Parcel** to its natural elevation, the **County** Board shall file a notice of lien of such cost and expense incurred in the office of the **County** Recorder.

**15-110.A.4** Such notice shall include a sworn statement setting out:

**15-110.A.4.a.** A description of the real estate sufficient for identification thereof; and

**15-110.A.4.b.** The amount of money representing the cost and expense incurred; and

**15-110.A.4.c.** The date on which the cost was incurred.

**15-110.A.5** Such lien may be enforced by proceedings of foreclosure as in the case of mortgages or mechanics' liens, which action shall be commenced within three years after the date of filing of the notice of lien.

**15-110.A.6** Upon payment of the costs and expenses by the owner or **Persons** interested in the property, the lien shall be released by the **County** or the **Waiver Community** and the release may be filed of record.

**15-110.B** Each **Waiver Community** shall utilize all available means at law or in equity to enforce the **Special Flood Hazard Area** provisions of its applicable ordinance.

**15-111.** Legal and Equitable Relief. In the enforcement of this Ordinance or the applicable **Waiver Community Ordinance**, the **Director** or the **Administrator** shall have the authority to institute, or cause to be instituted, in the name of the **County** or the **Waiver Community**, any and all actions, legal or equitable, including appeals, that are required for the enforcement of this Ordinance or the applicable **Waiver Community Ordinance**. Article XV shall not be construed to limit or otherwise restrict a **Waiver Community** from adopting differing or supplemental enforcement procedures, or setting differing fine amounts, pursuant to their statutory or home-rule authority.

**15-112.** Injunctive Relief. In circumstances of substantial danger to the environment, to the public health and welfare, or to the livelihood of any **Person**, the **Director** or the **Administrator** shall have the authority to cause to be instituted a civil action for an immediate injunction to halt any discharge

or other activity causing or contributing to the danger, or to require such other action as may be necessary.

**15-113. RESERVED**

**ARTICLE XV. APPEALS**

**15-114. Right to Appeal**

**15-114.A** Any **Person** directly aggrieved by any decision, order, requirement, or determination of the **Director**, or the **Director** acting as the **Administrator** in a Non-Waiver **Community**, made pursuant to an interpretation of this Ordinance shall have the right to appeal such action to the **Committee**. Any **Person** directly aggrieved by any decision, order, requirement, or determination of the **Administrator** in a **Waiver Community** made pursuant to an interpretation of a Waiver Ordinance shall have the right to appeal such action to the **Oversight Committee**.

**15-114.B** Every **Applicant** for an appeal shall notify the **Committee** or the **Oversight Committee** in writing of the decision being appealed, which notice shall include a short, plain statement containing the reasons why the decision is being appealed and how the **Applicant** has been directly aggrieved by the action taken.

**15-114.C** Upon receipt of such a notice of appeal, the **Committee** or the **Oversight Committee** shall set a date for a public hearing before the **Committee** or the **Oversight Committee**. Such public hearing shall commence not fewer than fourteen (14) days not more than sixty (60) days after the date on which a properly prepared notice of appeal was received. The **Applicant** shall be promptly notified of the public hearing date.

**15-114.D** A public hearing shall be set, noticed, and conducted by the **Committee** in accordance with the provisions of Section 15-139 of this Ordinance. **Oversight Committees** may conduct public hearings in accordance with each **Community's** own public hearing procedures, which procedures need not strictly comply with this Article XV and Section 15-139.

**15-114.E** The **Committee** or the **Oversight Committee** shall decide the appeal within sixty (60) days after the conclusion of the public hearing. All decisions on appeals shall be in writing and shall include a statement of the reasons for the decision. The failure of the **Committee** or the **Oversight Committee** to act within sixty (60) days shall be deemed to be a decision denying the appeal.

**15-114.F** A party may appeal the decision of the **Committee** to the **County Board** by filing a notice thereof in the form required by Section 15-114.B of this Ordinance with the **County Board** within fourteen (14) days after the date of decision by the **Committee**. Failure to properly file such notice shall render final the decision of the **Committee**. A party may appeal the decision of an **Oversight Committee** to the corporate authorities of the **Waiver Community** by filing a notice thereof with that body within fourteen (14) days after the date of decision by the **Oversight Committee**.

**15-114.G** Within thirty-five (35) days after receipt of a properly prepared and filed notice of appeal, the **County Board**, or the Waiver Communities' corporate authorities, shall, without further hearing, affirm, reverse, or modify the decision of the **Committee**, or **Oversight**



**Committee.** The failure of the **County** Board, the Waiver Communities' corporate authorities, to act within thirty-five (35) days shall be deemed to be a final decision of that body denying the appeal and affirming the decision of the **Committee**, or **Oversight Committee**.

**15-114.H** The decision of the **County** Board, or the Waiver Communities' corporate authorities, shall in all instances be considered a final decision.

**15-115.** RESERVED

**15-116.** RESERVED

**ARTICLE XVI. VARIANCES**

**15-117.** Authority; Applications; Standards

**15-117.A** The **County** Board in Non-Waiver Communities or the corporate authorities of a **Waiver Community** shall have the authority to grant **Variances** from the requirements of this Ordinance, or the **Waiver Community Ordinance**, but only in compliance with the procedures set forth in this Article XVI.

**15-117.B** The **Variance** procedure is intended to provide a narrowly circumscribed means by which relief may be granted to allow **Development** when the requirements of this Ordinance or the applicable **Waiver Community Ordinance** place an undue and particular hardship on a specific **Developer**.

**15-117.C** **Variance** petitions may be filed either by the owner or by the **Developer** of land specified in the application.

**15-117.D** The petition for a **Variance** shall accompany or follow an application for a **Stormwater Management Certification** including all necessary submittals.

**15-117.E** All **Variance** petitions filed pursuant to this Article XVI shall be filed with the **Director** or the **Administrator**.

**15-117.F** All **Variance** petitions filed pursuant to this Article XVI shall be on forms supplied by the **Director** or the **Administrator** and shall be filed in such number of duplicate copies as the **Director** or the **Administrator** may designate by administrative order.

**15-117.G** Every **Variance** petition filed pursuant to this Article XVI shall provide the following information:

**15-117.G.1** The owner's or **Developer's** signed consent to the filing of the petition; and

**15-117.G.2** The names and addresses of all professional consultants, if any, advising the petitioner with respect to the petition; and

**15-117.G.3** The name and address and the nature and extent of any economic or family interest of any officer or employee of the **County** in Non-Waiver Communities, or the local municipality in a **Waiver Community**, as to: the owner, the petitioner, or the subject property or **Development**; and

**15-117.G.4** The addresses and legal description of the subject property or **Development**; and

**15-117.G.5** The specific feature or features of the proposed construction or **Development** that require a **Variance**; and

**15-117.G.6** The specific provision of this Ordinance or the **Waiver Community Ordinance** from which a **Variance** is sought and the precise variation there from being sought; and

**15-117.G.7** A statement of the characteristics of the subject property or **Development** that prevent compliance with the provisions of this Ordinance or the **Waiver Community Ordinance**; and

**15-117.G.8** A statement of the minimum **Variance** of the provisions of this Ordinance or the **Waiver Community Ordinance** that

would be necessary to **Certify** the proposed construction or **Development**; and

**15-117.G.9** A statement of how the **Variance** sought satisfies the standards set forth in Section 15-27 of this Ordinance.

**15-117.H** No public hearing will be scheduled on a **Variance** petition unless the petition is filed in proper form and number and contains all required information.

**15-117.I** Whenever supplemental data in connection with a previously filed **Variance** petition is required or offered by the **Applicant**, it shall be submitted at least five (5) days prior to the date on which it is to be considered at a hearing or acted upon in connection with such petition. The filing of such data shall, in the discretion of the body hearing the petition, be a cause to delay a requested or scheduled hearing date.

**15-117.J** The **Committee** or the **Oversight Committee** shall consider, and the **County** Board or the corporate authorities of the **Waiver Community** may grant, such petition for a **Variance** only when it is consistent with the general purpose and intent of this Ordinance or the **Waiver Community Ordinance** and when the **Development** meets the requirements specified in Section 15-27 of this Ordinance as well as the following conditions:

**15-117.J.1** Granting the **Variance** shall not alter the essential character of the area involved, including existing stream uses; and

**15-117.J.2** Carrying out the strict letter of the provisions of this Ordinance or the **Waiver Community Ordinance** would create an undue or particular hardship or difficulty on a specific **Developer** or owner; and

**15-117.J.3** The relief requested is the minimum necessary and there are no means other than the requested **Variance** by which the alleged hardship can be avoided or remedied to a degree sufficient to permit the reasonable continuation of the **Development**; and

**15-117.J.4** The **Applicant's** circumstances are unique and do not represent a general condition or problem; and

**15-117.J.5** The subject **Development** is exceptional as compared to other **Developments** subject to the same provision; and

**15-117.J.6** When the **Variance** request involves the standards for **Wetlands** and **Flood Plains**, the **Development** proposed for a wetland or **Flood Plain** could not be constructed if it were limited to areas outside the wetland or **Flood Plain**.

**15-117.K** No **Variance** shall be granted for any **Development** in the **Regulatory Floodway**, **Regulatory Wetlands**, and **Critical Wetlands** from any provision of this Ordinance or a **Waiver Community Ordinance** where the effect of such **Variance** would be to create regulation less restrictive or stringent than Federal or State required minimum standards for **Development** in such areas. Subject to this standard, a **Variance** may be granted in accordance with this Article XVI from provisions of this Ordinance or a **Waiver Community**

**Ordinance** more restrictive or stringent than the federal and/or state required minimum standards for **Development** in such areas.

**15-117.L** When a **Variance** from the requirements of this Ordinance or the **Waiver Community Ordinance** would lessen the degree of protection to a **Structure**, the **Director** or the **Administrator** shall notify the **Applicant** that the **Variance**, if granted, may result in increased rates for **Flood** insurance.

**15-117.M** The **Director** or the **Administrator** shall give written notice of any **Variance** petition, including the date and time of the public hearing, to the **Committee**, the **Director**, and all **Watershed Planning Area Community Administrators**. Such notice shall be sent no less than twenty-one (21) days in advance of the date of the public hearing by regular U.S. mail or its equivalent. In addition, the **Certification** application and **Variance** petition including all **Certification** submittals and support documentation shall be sent to the **Director**.

**15-118.** Public Hearing Required. A public hearing shall be set, noticed, and conducted by the **Committee** or the **Oversight Committee** in accordance with the provisions of Section 15-139 of this Ordinance.

**15-119.** Review and Recommendation

**15-119.A** The **Director** or the **Administrator** shall review all requests or petitions for a **Variance** and shall present written findings of the review to the **Committee** or the **Oversight Committee**.

**15-119.B** Within thirty-five (35) days after the close of the public hearing, the **Committee** or the **Oversight Committee** shall make a written recommendation to the **County** Board or the corporate authorities of the **Waiver Community** to grant or deny the **Variance** petition. The failure of the **Committee** or the **Oversight Committee** to act within thirty-five (35) days shall be deemed to be a recommendation to deny the variation.

**15-119.C** The written recommendation of the **Committee** or the **Oversight Committee** whether to grant or deny the requested **Variance** shall be accompanied by written findings of fact specifying the reasons for the decision, which written findings shall be distributed to the members of the **County** Board or the corporate authorities of the **Waiver Community** before the **County** Board or the corporate authorities of the **Waiver Community** votes to grant or deny the **Variance** petition.

**15-119.D** Decision. The **County** Board or the corporate authorities of the **Waiver Community** shall grant the variation, grant the variation with modifications or conditions, or deny the variation within forty-five (45) days after receipt of the recommendation of the **Committee** or the **Oversight Committee**. The failure of the **County** Board or the corporate authorities of the **Waiver Community** to act within forty-five (45) days, or such additional time as the **Applicant** may agree, shall be deemed to be a decision denying the variation.

**15-119.E** Conditions.

**15-119.E.1** A **Variance** less than or different from that requested may be granted when the record supports the **Applicant's** right to some relief but not to the relief requested.

**15-119.E.2** The **County** Board or the corporate authorities of the **Waiver Community** may impose such specific conditions and limitations concerning any matter relating to the purposes and objectives of this Ordinance or the **Waiver Community Ordinance** on the **Development** benefited by a **Variance** as may be necessary or appropriate.

**15-119.E.3** Whenever any **Variance** authorized pursuant to this Ordinance or the **Waiver Community Ordinance** is made subject to conditions and limitations to be met by the **Developers**, the **Applicant** shall, upon meeting such conditions, file an affidavit with the **Director** or the **Administrator** so stating.

**15-119.E.4** For any **Variance** to Section 15-72, a fee shall be required pursuant to Section 15-97 to compensate for any site runoff storage not being provided.

**15-120.** RESERVED

**15-121.** RESERVED

**ARTICLE XVII. WAIVER COMMUNITIES**

**15-122. Notice of Intent to Petition for Waiver**

**15-122.A** Any **Community** that desires to enforce, either partially or completely, within its borders the provisions of this Ordinance or its own stormwater management ordinance, (**Waiver Community Ordinance**), that is consistent with, and at least as stringent as, the **Plan** and this Ordinance, shall provide the **Committee** with written notice of that intent within 60 days after the date of enactment of this Ordinance, or in accordance with the provisions of Section 15-122.B.

**15-122.B** Following the effective date of this Ordinance and every June 1st thereafter, any **Community** may request a change in waiver status by providing the **Committee** with written notice of intent that such **Community** intends to petition for such a change of waiver status. The **Committee** shall consider any such petition pursuant to the provisions of this Article and Article IV of this Ordinance.

**15-123. Filing and Contents of Petition**

**15-123.A** A petition to the **Committee** for a **Partial Waiver** or a **Complete Waiver** of enforcement of this Ordinance shall be filed by the **Community** with the **Committee**. Each petition shall include a duly adopted resolution or ordinance of the corporate authorities of the **Community** including:

**15-123.A.1** Adoption of, or an agreement to adopt the provisions of this Ordinance or an ordinance consistent with, and at least as stringent as, the **Plan** and this Ordinance; and

**15-123.A.2** A proposed schedule indicating how the minimum criteria of this Ordinance will be implemented, including proposed staffing; and

**15-123.A.3** An agreement to include a provision in any new annexation or pre-annexation agreement that requires every **Developer** to comply with the stormwater standards as currently adopted or as amended from time to time with regard to any proposed **Development** for which a plat of subdivision has not yet been recorded; and

**15-123.A.4** An agreement that the **Community** will be bound by the rules and procedures governing the petition, including without limitation the **Committee's** procedures for reasserting **County** jurisdiction over stormwater management within **Waiver Community** boundaries; and

**15-123.A.5** Documentation indicating the intent and ability to comply with Section 15-127.A.3 of this Ordinance.

**15-123.B** Each petition shall specify whether the **Community** seeks a **Partial Waiver** or a **Complete Waiver** of enforcement.

**15-124. RESERVED**

**15-125. Committee Consideration of Petition.** The **Committee** shall consider each properly filed petition for either a **Partial Waiver** or a **Complete Waiver**

of **County** enforcement of this Ordinance at a regular or special call meeting. The **Committee** may take comments from interested parties, and the **Committee** shall have the right by rule to establish procedures for the conduct of such meetings.

**15-126. RESERVED**

**15-127. Standards for Grant of Petition**

**15-127.A** The **Committee** shall grant a petition for waiver of **County** enforcement of this Ordinance upon finding that:

**15-127.A.1** The **Community's** stormwater ordinance is consistent with, and at least as stringent as, the **Plan** and this Ordinance, as they may be amended from time to time; and

**15-127.A.2** The **Community** has complied with the requirements of this Article and Article III of this Ordinance; and

**15-127.A.3** By the effective date of the **Community's** stormwater ordinance, the **Community** shall provide reasonable assurance that it has available and will utilize experts with the following qualifications:

**15-127.A.3.a. In a Complete Waiver Community:**

**15.127.A.3.a.1.** A **Professional Engineer** with two years experience in stormwater and **Flood Plain** management; and

**15.127.A.3.a.2.** A **Professional Engineer** with two years experience in the application of continuous **Hydrology** and fully dynamic hydraulic models; and

**15.127.A.3.a.3.** A **Environmental Scientist**, and

**15.127.A.3.a.4.** A **Soil Scientist**; or,

**15-127.A.3.b. In a Partial Waiver Community:**

**15.127.A.3.b.1.** A **Professional Engineer** with two (2) years experience in stormwater and **Flood Plain** management; and

**15.127.A.3.b.2.** An environmental engineer or **Environmental Scientist**; or a request for assistance from the **Director** to review for **PCBMPs**.

**15-128.** Decision; Findings and Decision in Writing. The **Committee** shall decide, based upon all of the facts and circumstances: whether to deny the petition; whether to grant the petition and approve a **Partial Waiver**; or, whether to grant the petition and approve a **Complete Waiver**. The **Committee's** findings and decision shall be in writing, and shall specify whether a **Partial Waiver** or a **Complete Waiver** has been approved or whether the petition has been denied, and shall specify the reasons for granting or denying the petition.

**15-129.** Final Action Required By **Committee**. If the **Committee** fails to take final action on a **Community's** petition within 75 days after the petition for

application has been properly completed and filed with the **Committee**, such petition shall be deemed to be granted; provided, however, that the **Committee** may, on its own motion, extend such 75-day period for not more than one additional 60-day period, during which additional 60-day period this Ordinance shall not be enforced by the **County** in such **Community**.

**15-130. Waiver Community Records**

**15-130.A** Each **Waiver Community** shall maintain records of every **Stormwater Management Certification** issued and every **Variance** granted for **Development** within its borders.

**15-130.B** Each **Waiver Community** shall maintain **Record Drawings** of all **Structures** erected or constructed pursuant to a **Stormwater Management Certification** issued or **Variance** granted by such **Community**.

**15-130.C** Each **Waiver Community** shall maintain such records for periodic inspection by the **Department**.

**15-130.D** Each **Waiver Community** shall send to the **Department** a copy of each **Variance** granted by such **Community**, together with a copy of those documents required by Article XVI of this Ordinance.

**15-131. Committee Review of Waiver Community Programs.** The **Department** shall review the implementation and enforcement of each **Waiver Community's** stormwater program on a schedule adopted by the **Committee**.

**15-132. Complaints**

**15-132.A** Any **Person** may file a written complaint with the **Committee** alleging that a **Waiver Community** or the **Department** has failed in some significant way, or has repeatedly failed, to implement or enforce the applicable stormwater management ordinance.

**15-132.B** Such complaint shall contain a short statement of facts describing how the **Waiver Community** or the **Department** has so failed in some significant way, or has repeatedly failed, to implement or enforce the **Waiver Community Ordinance** or this Ordinance.

**15-133. Complaint Investigation and Review**

**15-133.A** Upon receipt of a complaint, the **Department** shall notify, and provide a copy of the complaint to, any **Community** named in the complaint. When a complaint involves the **Department's** failure to implement or enforce this Ordinance, the **Committee** shall designate a third-party to act in place of **Department** personnel for the purpose of carrying out the requirements of Sections 15-133.B through 15-133.E and Section 15-134.

**15-133.B** The **Department** shall conduct a preliminary investigation of the complaint, including without limitation:

**15-133.B.1** An inspection of all relevant records related to the implementation and enforcement of the **Waiver Community Ordinance** or this Ordinance by the **Community** or the **Department**; and



**15-133.B.2** Field inspections of relevant **Developments, Structures, or Stormwater Facilities.**

**15-133.C** The **Department** shall compile such information as necessary to determine whether there has been any failure in some significant way, or a repeated failure, to implement or enforce the **Waiver Community Ordinance** or this Ordinance.

**15-133.D** If the **Department** determines that there has been any failure in some significant way, or a repeated failure, to implement or enforce the **Waiver Community Ordinance** or this Ordinance, then it shall prepare a report of its findings and determinations and file such report with the **Committee.**

**15-133.E** The **Department** shall provide a copy of its report to the complainant and the **Community.**

**15-134. Formal Complaint of Committee**

**15-134.A** After receipt of the **Department** report specified in Section 15-133.E of this Ordinance, the **Committee** may request the State's Attorney, by his assistant, to issue and serve on the **Department** or the **Community** that is the subject of the investigation a written notice of charges together with a formal complaint.

**15-134.B** The formal complaint shall specify the manner in which the **Community** or the **Department** has failed in some significant way, or has repeatedly failed, to implement or enforce the applicable Stormwater Ordinance.

**15-134.C** The complaint shall also advise the **Community** or the **Department** of its right to answer the charges specified therein at a public hearing before the **Committee.** The date, time, and place of such hearing shall be specified in the written notice.

**15-134.D** A copy of the written notice and formal complaint shall also be sent to **OWR, FEMA,** adjacent communities within the same **Watershed Planning Area,** and to any **Person** that has filed a complaint about the **Community** or the **Department** within the six months immediately preceding the date of the complaint.

**15-135. Answer and Time for Filing.** The **Community** or the **Department** shall have the right to file a written answer to the allegations contained in the formal complaint at least seven days prior to the date for which the public hearing is first scheduled. No written answer shall be allowed to be filed less than seven days prior to the date for which the public hearing is first scheduled except by leave of the **Committee.** In lieu of filing an answer, the **Community** or the **Department** may waive the public hearing and submit to a final determination of the **Committee** issued in accordance with Sections 15-135 and 15-136.

**15-136. Public Hearing.** Any public hearing required by this Article shall be set, noticed, and conducted by the **Committee** in accordance with the provisions of Section 15-139 of this Ordinance. Such hearing shall be commenced not less than 30 days nor more than 45 days after the date of service of the written notice.

**15-137. Committee Decision**

**15-137.A** After due consideration of all written and oral statements, testimony, and arguments submitted at the public hearing, or upon default in appearance of the **Community** or the **Department** on the hearing day specified in the notice, the **Committee** shall issue a final determination, as it shall deem appropriate under the circumstances.

**15-137.B** The **Committee** shall file a written opinion, within thirty-five (35) days of the conclusion of the public hearing, stating the facts and reasons leading to its decision.

**15-137.C** The **Committee** shall immediately notify the **Community** or the **Department** of the **Committee's** opinion and order, if any, in writing.

**15-137.D** If the **Committee** determines that a fine or other penalty other than reduction or rescission of waiver status is to be sought, then it shall request the State's Attorney to file a complaint for such in a court of competent jurisdiction.

**15-137.E** If the **Committee** determines that reduction or rescission of waiver status is mandated then such reduction or rescission shall occur at the direction of the **Committee**. The **Committee's** opinion and determination may be appealed in a court of competent jurisdiction. Any such appeal must be filed within thirty (30) days of issuance of the **Committee's** written determination.

**15-138. Committee Determinations.** The **Committee** may by final determination revoke any **Partial Waiver** or **Complete Waiver** of **County** enforcement of this Ordinance previously granted, specifying the date on which the revocation will be effective; or the **Committee** may issue any other order directing the **Community** or the **Department** to take such actions or measures as the **Committee** deems are necessary and appropriate to assure cooperation and proper enforcement of the **Waiver Community Ordinance** or this Ordinance.

## ARTICLE XVIII. MISCELLANEOUS PROVISIONS

### 15-139. Public Hearings

**15-139.A** When the provisions of this Ordinance or the **Waiver Community Ordinance** require a public hearing in connection with any application, petition, or appeal, the **Committee** or the **Oversight Committee** shall, upon receipt of a properly completed application, petition, or notice, fix a reasonable time and place for such hearing; provided, however, that such hearing shall be commenced no later than sixty (60) days, and shall be concluded no later than one hundred twenty (120) days, following the submission of the subject application, or petition, unless hearing dates of the body are completely committed during that time.

**15-139.B** All hearings shall be open to the public and shall be held before the **Committee** or the **Oversight Committee**.

**15-139.C** The **Committee** or the **Oversight Committee** shall cause notice to be given of public hearings in the form and manner and to the **Persons** herein specified.

**15-139.C.1** Such notice shall contain a description of the subject matter to be heard or considered at the hearing, the address or particular location of the subject **Development**, and the time, place, and date of the hearing. The notice shall also contain a reference to the particular sections of this Ordinance or the **Waiver Community Ordinance** involved.

**15-139.C.2** Notice of every hearing shall be given by mail or personal delivery to the **Applicant** or petitioner. Notice by mail shall be mailed no fewer than fourteen (14) days in advance of the hearing by regular U.S. mail, except as otherwise specifically provided in this Ordinance or the **Waiver Community Ordinance**.

**15-139.C.3** The **Committee** or the **Oversight Committee** shall publish notice of the public hearing at least once, not less than fourteen (14) days before the date for the hearing, in a newspaper of general circulation in the geographic area where the property that is the subject of the hearing is located.

**15-139.D** Any interested **Person** may appear and testify at a public hearing, either in **Person** or by a duly authorized agent or attorney, and may submit documentary evidence; provided, however, that the **Committee**, and the **Oversight Committee**, may exclude irrelevant, immaterial, or unduly repetitious evidence.

**15-139.E** Subject to the discretion of the **Committee**, and the **Oversight Committee**, the **Applicant** or petitioner, or any other party to the hearing, may be allowed any or all of the following rights:

**15-139.E.1** To present witnesses on their behalf.

**15-139.E.2** To cross-examine all witnesses testifying in opposition to the application, petition, or appeal.

**15-139.E.3** To examine and reproduce any documents produced at the hearing.

**15-139.E.4** To have subpoenas issued by the body in charge of the hearing as may be provided by Illinois law for **Persons** to appear at the hearings and for examination of documents by the **Person** requesting the subpoena either before or during the hearing, where such **Persons** or documents are shown to have a substantial evidentiary connection with:

**15-139.E.4.a.** The **Development** to which the request applies;  
or

**15-139.E.4.b.** Facts that would support or negate the legal standards for granting or denying the request or appeal.

**15-139.E.5** To a continuance, upon request, for the purpose of presenting evidence to rebut evidence introduced by any other **Person**. In determining whether to grant or withhold such rights, the discretion of the **Committee**, and the **Oversight Committee**, shall be governed by the goal of securing all information and opinion relevant and material to its deliberations. Such rights shall not be granted, however, when undue and unwarranted delay would result or when to do so would tend to produce no new evidence to aid the hearing body in reaching its decision.

**15-139.F** The **Committee**, and the **Oversight Committee**, may at any time, on its own motion or at the request of any **Person**, adjourn the hearing for a reasonable time and to a fixed date, time, and place, for the purpose of giving further notice, taking further evidence, gathering further information, deliberating further, or for such other reason as the **Committee**, and the **Oversight Committee**, may find sufficient. Proper notice of such a recess shall be given to all parties to the hearing, and any other **Person** designated by the **Committee**, and the **Oversight Committee**.

**15-139.G** All testimony at every hearing shall be given under oath.

**15-139.H** Any **Person** may at any time prior to the commencement of a hearing hereunder, or during such hearing, or within such time as may be allowed by the **Committee**, and the **Oversight Committee**, following such hearing, submit written statements in support of or in opposition to the application, petition, or appeal being heard.

**15-139.I** All other matters pertaining to the conduct of hearings shall be governed by the provisions of this Ordinance or the **Waiver Community Ordinance** pertaining to, and the rules promulgated by, the **Committee** or the **Oversight Committee**.

**15-139.J** The record of the public hearing shall include:

**15-139.J.1** All notices and responses thereto; and

**15-139.J.2** A transcript or notes, if any, of all oral testimony received, the cost of which transcription shall be the responsibility of the party requesting that the record be transcribed, and all written information, if any, submitted by parties or the public; and

**15-139.J.3** Any recommendation or report by the hearing body; and

**15-139.J.4** All **Department** memoranda or data submitted to the hearing body in connection with its consideration of the subject matter of the hearing.

**15-139.K** The decision or recommendation of the **Committee** or the **Oversight Committee** shall be in writing and shall include findings of fact specifying the reasons for the decision. The copy of the written decision shall be provided to the **Applicant** or petitioner and transmitted to the **County** Board or the corporate authorities of a **Waiver Community**.

**15-140.** Severability

**15-140.A** The several provisions of this Ordinance or the **Waiver Community Ordinance** shall be severable in accordance with the following rules:

**15-140.A.1** If any court of competent jurisdiction shall adjudge any provision of this Ordinance or the **Waiver Community Ordinance** invalid, such judgment shall not affect any other provisions of this Ordinance or the **Waiver Community Ordinance**.

**15-140.A.2** If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance, or the **Waiver Community Ordinance**, to a particular **Parcel** of land, a particular **Structure**, or a particular **Development**, such judgment shall not affect the application of said provisions to any other land, **Structure**, or **Development**.

**15-140.B** All such unaffected provisions of this Ordinance or the **Waiver Community Ordinance** shall remain in full force and effect.

**15-141.** Most Restrictive Provisions Apply

**15-141.A** The provisions of this Ordinance and all applicable **Waiver Community Ordinances** shall be interpreted to be cumulative of, and to impose limitations in addition to, all other ordinances, laws, codes, and regulations in existence or which may be passed governing any subject matter of this Ordinance or the **Waiver Community Ordinances**. To the greatest extent possible, the provisions of this Ordinance and the **Waiver Community Ordinances** shall be construed to be consistent with, and not in conflict with, the provisions of such other ordinances, laws, codes, and regulations, and with each other, to the end that all such provisions may be given their fullest application.

**15-141.B** This Ordinance is intended to repeal the original ordinance or resolution which was adopted to meet the National Flood Insurance Program regulations, but is not intended to repeal any resolution which the applicable governmental entity passed in order to establish initial eligibility for the National Flood Insurance Program.

**15-142.** Amendments. This Ordinance may be amended in accordance with the adopted rules of the **Committee** and the DuPage County Board. Amendments to this Ordinance shall take effect after the amendment is

adopted by the DuPage County Board. Unless otherwise noted, complete **Stormwater Management Certification** Applications that are accepted prior to the effective date of an amendment will not be subject to that amendment.

**15-143.** Effective Date. This Ordinance shall take effect for all purposes, and its effective date shall be, February 15, 1992.

**15-144.** RESERVED

**15-145.** RESERVED

## APPENDIX A – ACRONYMS, INITIALISMS AND DEFINITIONS

### ACRONYMS AND INITIALISMS

AASHTO	American Association of State Highway and Transportation Officials
BFE	Base Flood Elevation
BMP	Best Management Practice
CLOMC	Conditional Letter of Map Change
CMAP	Chicago Metropolitan Agency for Planning
CORS	Continuously Operating Reference Station
DFIRM	DuPage Flood Insurance Rate Map
EPA	United States Environmental Protection Agency
FEMA	Federal Emergency Management Agency
FEQ	Full Equation model
FIA	Flood Insurance Administration
FIRM	Flood Insurance Rate Map
FPE	Flood Protection Elevation
FQI	Floristic Quality Index
GNSS	Global Navigation Satellite System
GPS	Global Positioning System
IDNR-OWR	Illinois Department of Natural Resources - Office of Water Resources
IDOT	Illinois Department of Transportation
IDPH	Illinois Department of Public Health
IEPA	Illinois Environmental Protection Agency
LOMC	Letter of Map Change
LOP	Letter of Permission
MEG	Municipal Engineers Group
MRWQ	Mean Rated Wildlife Quality
NARI	Natural Area Rating Index
NFIP	National Flood Insurance Program
NGS	National Geodetic Survey
NPDES	National Pollutant Discharge Elimination System
OHWM	Ordinary High Water Mark
OPUS – RS	Online Positioning System – Rapid Static service
OWR	Illinois Department of Natural Resources - Office of Water Resources
PCBMP	Post Construction Best Management Practices
RFM	Regulatory Flood Map
SESC	Soil Erosion and Sediment Control
SFHA	Special Flood Hazard Area
SWPPP	Storm Water Pollution Prevention Plan
TSS	Total Suspended Solids
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency

## DEFINITIONS

Within the context of this Ordinance or a Waiver Community Ordinance, the following words and terms shall have the meanings set forth except where otherwise specifically indicated. Words and terms not defined shall have the meanings indicated by common dictionary definition.

**Accessory Structure.** A structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Accessory structures are also referred to as appurtenant structures.

**Administrator.** The person administering the implementation and enforcement of this Ordinance; or, the person administering the implementation and enforcement of a community ordinance in a Waiver Community.

**Adverse Hydraulic Impact.** An increase of 0.10' or more to the modeled flood profile for a given storm event due to a proposed development activity.

**Alternatives Analysis.** The process of comparing and evaluating two or more courses of action of the various technical aspects of a development with the intent of selecting the action that best meets the stated Basic Development Purpose, while minimizing environmental effects and costs. A practicable alternatives study should consider possible alternative sites, a reduction in the scale of the development, and rearrangement of the proposed facilities. This study assesses actions such as fill site locations, partial and full avoidance of habitats, restoration and enhancement of habitats, and development economics.

**Applicant.** A person applying for a Stormwater Management Certification, which person must be either the owner or the developer of the land specified in the application.

**Appropriate Use.** The only uses of the regulatory floodway that may be considered for a Stormwater Management Certification. See Section 15-82 of this Ordinance.

**Authorization.** A notice issued by the County to a Partial Waiver Community that those aspects submitted to the County for review have been found to be in compliance with this Ordinance.

**Base Flood.** The flood having a one percent probability of being equaled or exceeded in a given year. It is also known as the 1% chance or 100-year flood. It has been adopted by the NFIP as the basis for mapping, insurance rating, and regulating new construction.

**Base Flood Elevation (BFE).** The height of the base flood in relation to North American Vertical Datum of 1988 (NAVD 88). DuPage County has developed appropriate conversion factors to transform BFE's from NGVD 29 to NAVD 88 datum.

**Basic Development Purpose.** The fundamental, essential function of the proposed activity.



**Best Management Practices (BMPs).** Design, construction, and maintenance practices and criteria for stormwater facilities that minimize the impact of stormwater runoff rates and volume, prevent erosion, and capture pollutants.

**Buffer.** The predominately vegetated area with a defined width adjacent to those areas that meet the definition of wetland and waters of DuPage for the purpose of eliminating or minimizing adverse impacts to those areas. Buffer may function to:

- reduce flood flow rates, velocity and volume,
- promote bank stability, filter sediment, nutrients and other pollutants,
- insulate and moderate daily water temperatures,
- promote groundwater infiltration,
- provide habitat corridors for aquatic and terrestrial fauna and flora.

**Building.** A structure that is constructed or erected partially or wholly above ground and is enclosed by walls and a roof. The term "building" includes manufactured homes and includes both the above-ground and the below-ground portions of the structure. Free standing signs or structures, such as kiosks are not considered to be buildings regulated in this Ordinance.

**Certify/Certification.** A statement that a proposed development meets the requirements of this Ordinance.

**Channel.** Any river, stream, creek, brook, branch, natural or artificial depression, ponded area, lake, flowage, slough, ditch, conduit, culvert, gully, ravine, swale, wash, or natural or man-made drainageway, in or into which surface or groundwater flows, either perennially or intermittently.

**Committee.** The Stormwater Management Planning Committee of the DuPage County Board, authorized by Public Act 85-905.

**Community.** Any municipality, or the unincorporated County, within DuPage County acting as a unit of local government.

**Compensatory Storage.** An excavated hydrologically and hydraulically equivalent volume of storage created to offset the loss of existing flood storage.

**CLOMA.** A Conditional Letter of Map Amendment. A FEMA comment letter on a development proposed to be located in, and affecting only that portion of, the area of flood plain outside the regulatory floodway and having no impact on the existing regulatory floodway or base flood elevations.

**CLOMR.** A Conditional Letter of Map Revision. A letter that indicates that FEMA will revise base flood elevations, flood insurance rate zones, flood boundaries, or floodways as shown on an effective FIRM or FBFM, after the record drawings are submitted and approved.

**Complete Waiver.** The authority granted to a community pursuant to Articles I, II, III, and XVII of this Ordinance whereby a community acquires complete jurisdiction over reviewing applications for and granting Stormwater Management Certifications.

**County.** The County of DuPage, Illinois.

**Critical Duration.** The duration of a storm event that results in the greatest peak runoff.

**Critical Wetlands.** Wetlands of the highest value by virtue of one or more high ranking characteristics that result in a uniquely valuable environment. See Sections 15-85.E of this Ordinance.

**Dam.** Any obstruction, wall, embankment, or barrier, together with any abutments and appurtenant works, constructed to store or direct water or to create a pool (not including underground water storage tanks).

**Department.** The DuPage County Department of Economic Development and Planning, or successor department or agency.

**Developer.** Any person who undertakes development or certifies development on such person's behalf.

**Development.** Any activity, excavation or fill, alteration, removal of vegetation, subdivision, change in land use, or practice, undertaken by private or public entities that affects the discharge of stormwater; or any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials in flood plain, flood way, wetland, waters or buffer areas. The term "development" does not include maintenance.

**Development Site.** The contiguous parcels of land under the Ownership or Control of the land owner or developer who is making Application for a Stormwater Management Certification. When the development includes subdivision of a parcel, the development site includes all land prior to subdivision. When the owner or developer controls only a portion of a larger development which has already been constructed, the Administrator may consider the larger, previously developed site as the "development site" if it was developed under a Stormwater Management Permit issued after February 15, 1992.

**Director.** The DuPage County Director of Stormwater Management or his or her designee. The Director of Stormwater Management shall be a professional engineer.

**Direct Impact.** Physical impact within wetland, waters, or buffer.

**Dry Land.** Land that is not a waters of the DuPage, which does not contain hydric soil, or can be shown through a review of historic aerial photos spanning at least 4 decades leading up to development that an area in question did not contain wetland area, but for an incidental construction activity that caused the area to become wet.

**Elevation Certificates.** A form published by FEMA, or its equivalent, that is used to certify the base flood elevation and the lowest elevation of usable space to which a building has been constructed.

**Environmental Scientist.** A professional with a four-year degree in an earth or life science curriculum and four years of professional experience in which the scientist has spent more than 50% or their work time on wetland/environmental related tasks with an emphasis on wetland delineation, ecology, restoration, and botany.

**Existing Manufactured Home Park.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring on concrete pads) is completed before the effective date of the flood plain management regulations adopted by a community.

**Expansion to an Existing Manufactured Home Park.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of street, and either final site grading or the pouring of concrete pads).

**BFM.** A Flood Boundary and Floodway Map. A flood plain management map issued by FEMA that depicts, based on detailed analysis, the boundaries of the base flood, the two tenth percent (0.2%) probability flood, and the floodway.

**FEMA.** The Federal Emergency Management Agency.

**FEMA Map Change.** Any one or more of the following: CLOMR, LOMR, LOMA, CLOMR-F, LOMR-F and physical map changes and other designations of map change as developed under the NFIP.

**FHBM.** A Flood Hazard Boundary Map. An official map of a community, issued by FEMA, on which the boundaries of the flood, mudslide or mudflow, or related erosion areas having special hazards have been designated as Zones A, M, or E.

**Filter Barrier.** A temporary barrier installed below disturbed areas to intercept and retain sediment.

**FIRM.** A Flood Insurance Rate Map. A map issued by FEMA that is an official community map, on which map FEMA has delineated both the special hazard areas and the risk premium zones applicable to the community. This map may or may not depict floodways. The current effective FIRMs for the incorporated and unincorporated DuPage County are listed in Exhibit 2.

**FIS.** Flood Insurance Study. An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations. The current effective FIS's for the incorporated and unincorporated DuPage County are listed in Exhibit 2.

**Flood or Flooding.** A general and temporary condition of partial or complete inundation of normally dry land areas from the unusual and rapid accumulation or runoff of surface waters from any source.

**Flood Plain.** The area typically adjacent to and including a body of water where ground surface elevations are at or below a specified flood elevation.

**Floodproof.** Additions, changes, or adjustments to structures or property that prevent the entry of flood water in order to protect property from flood damage.

**Floodproofing Certificate.** A form published by FEMA that is used to certify that a structure is floodproofed to one foot above the base flood elevation.

**Flood Protection Elevation (FPE).** The base flood elevation plus one foot of freeboard. If an approved FEQ **Watershed Plan Model** produces a higher elevation than the regulatory BFE, the FPE shall be the FEQ flood of record elevation plus one foot of freeboard.

**Floodway.** The channel and that portion of the flood plain adjacent to a stream or watercourse that is needed to convey the base flood without cumulatively increasing the water surface elevation more than 0.1 feet. The maps that identify the current effective floodways for the incorporated and unincorporated DuPage County are listed in Exhibit 2.

**Floodway Conveyance.** The measure of the flow carrying capacity of the floodway section and is defined using Manning's equation as,  $K = \frac{1.49}{n} AR^{2/3}$  where "n" is Manning's roughness factor, "A" is the effective area of the cross-section, and "R" is ratio of the wetted area to the wetted perimeter.

**Floristic Quality Index (FQI).** A quantitative measure to determine the quality of a plant community as calculated by the methodology contained in *Plants of the Chicago Region* (Swink, F. and G. Wilhelm. The Morton Arboretum, Lisle, Illinois).

**Hydrology.** The science of the behavior of water, including its dynamics, composition, and distribution in the atmosphere, on the surface of the earth, and underground.

**Indirect Wetland Impact.** A change in hydraulics or hydrology that causes a change in plant community that reduces or eliminates wetland function without directly filling or excavating wetland.

**Impervious Area.** Land cover that is including but not limited to non-porous asphalt or asphalt sealants, non-porous concrete, roofing materials except planted rooftops designed to reduce runoff, and gravel surfaces used as roadways or parking lots. Graveled surfaces used for storage of materials may be counted only 60% impervious provided aggregate gradation has a high porosity. Poned water shall be considered impervious area (at its normal water elevation), but vegetated wetlands or constructed wetland basins shall not be considered impervious area. The impervious area of a development site pre-development is the maximum extent of the impervious surfaces that existed on the development site at the same time in any of the 3 -years pre-dating the date of the application.

**Interim Watershed Plan.** A portion of a watershed plan adopted by the County Board that does not yet contain all of the elements in Chapter 3 of the Plan.

**Lake.** A natural or artificial body of water encompassing an area of two or more acres that retains water throughout the year.

**Land Surveyor.** A person licensed under the laws of the State of Illinois to practice land surveying.

**Letter of Permission (LOP).** A request for approval to proceed with an action that is believed to have met certain specified criteria as defined within the Ordinance.

**LOMA.** A Letter of Map Amendment. The official determination by FEMA that a specific structure is not in a regulatory flood plain. A LOMA amends the effective FHBM, FBFM, or FIRM.

**LOMC.** A Letter of Map Change. A Letter of Map Amendment or a Letter of Map Revision.

**LOMR.** A Letter of Map Revision. A letter from FEMA that revises base flood elevations, flood insurance rate zones, flood boundaries, or floodway as shown on an effective FHBM, FBFM, or FIRM.

**Lowest Floor.** The lowest floor of the lowest enclosed area (including basement). A basement is any area of a building having its floor below grade on all sides. An unfinished or flood resistant enclosure, usage solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of the *Code of Federal Regulations 44, Part 60.3*.

**Maintenance.** The selective removal of woody material and accumulated debris from, or repairs to, a stormwater facility so that such facility will perform the functions for which it was designed and constructed. Partial reconstruction or any resurfacing of existing roadways, walkways, trails, and bicycle routes will be considered a form of maintenance.

**Major Stormwater System.** That portion of a stormwater facility needed to store and convey flows beyond the capacity of the minor stormwater system.

**Manufactured Home.** A building, transportable in one or more sections, that is built on a permanent chassis and is designated for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for more than 180 consecutive days.

**Manufactured Home Park.** A parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

**Minor Development.** The following parameters define Minor Development. The area proposed to be disturbed by the development activities can be defined and limited in the field to three acres or less, and;

- Does not involve any work within a wetland, buffer, or within 100 feet of a wetland boundary; and
- Does not involve any work within a regulatory flood plain; and

- Does not involve 2,500 square feet or more of **Net New Impervious Area**. A development may also qualify as minor, with the prior concurrence of the Administrator or Director in a Non-Waiver Community if it exceeds 2,500 square feet of **Net New Impervious Area** but does not meet the thresholds for providing site runoff storage listed in Section 15-72.

**Minor Stormwater System.** That portion of a stormwater facility consisting of street gutters, storm sewers, small open channels, swales, and similar facilities designed to convey runoff from the 10-year flood event or less.

**Mitigation.** Measures taken to offset negative impacts by development to wetland, buffer or flood plain areas. When a development unavoidably requires impact or loss of natural resources, that impact must be offset (compensated or mitigated) by replacing or providing substitute resources or environments. Mitigation shall take into consideration functions wetlands and buffers may provide.

**Native Vegetation.** Plants indigenous to northeastern Illinois as defined within *Plants of the Chicago Region* (Swink and Wilhelm. The Morton Arboretum, Lisle, Illinois).

**Natural Areas Restoration Development.** A development for which the basic development purpose is the restoration or creation of natural areas including streambank or shoreline restoration.

**Net New Impervious Area.** The difference between the Impervious Areas associated with an application for Stormwater Management Certification, and the Impervious Areas existing on the pre-development site.

**New Construction.** For the purposes of determining insurance rates, structures for which the “**Start of Construction**” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and included any subsequent improvements to such structures. For flood plain management purposes, new construction means structures for which the **Start of Construction** commenced on or after the effective date of the flood plain management regulation adopted by a community and includes any subsequent improvements to such structures.

**New Impervious Area.** Impervious areas constructed under the set of plans associated with an application for Stormwater Management Certification.

**New Manufactured Home Park.** A manufactured home park for which the construction of facilities for servicing homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of flood plain management regulation adopted by a community.

**NFIP.** The National Flood Insurance Program. The requirements of the NFIP are codified in Title 44 of the Code of Federal Regulations.

**NRCS.** The United States Department of Agriculture, Natural Resources Conservation Service.

**Open Space Development.** Developments which create only incidental amounts of impervious area, such as trails, picnic shelters, or playgrounds that involve grading and vegetation removal, but do not alter significantly the pattern of stormwater runoff compared to the **Pre-Development Site**. Open space developments are limited to 20% impervious coverage in the With Development condition.

**Ordinary High Water Mark (OHWM).** The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank (scour line), shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

**Oversight Committee.** A committee appointed by a Waiver Community to oversee the implementation and enforcement of the Waiver Community's Ordinance.

**OWR.** The Illinois Department of Natural Resources, Office of Water Resources.

**Parcel.** Contiguous land under single ownership or control.

**Partial Waiver.** Authority granted to a community pursuant to Articles I, II, III, and XVII of this Ordinance whereby the Waiver Community acquires limited jurisdiction over reviewing applications for, and issuing, Stormwater Management Certifications.

**Performance Standards.** A set of criteria which a wetland, buffer, or natural areas development must meet in order to obtain approval as outlined in a Stormwater Management Certification.

**Permanent Wetland Impact.** The permanent conversion of wetland to non-wetland through direct or indirect activities.

**Person.** Any individual, partnership, firm, school district, company, corporation, association, joint stock company, trust, estate, unit of local government, special taxing district, public utility, political subdivision, state agency, or any other legal entity, or owner, or any legal representative, agent, or assign thereof.

**Plan.** The DuPage County Stormwater Management Plan, adopted by the DuPage County Board in September 1989, as amended from time to time.

**Post Construction BMPs.** Features or infrastructure permanently installed onsite to treat stormwater runoff for pollutants of concern and to reduce runoff volume, following construction, for the life of the development.

**Practicable Alternative.** A development that is available and capable of being completed after taking into consideration cost, existing technology, and logistics in light of the overall basic development purpose. A study of practicable alternatives should consider possible alternative sites, a reduction in the scale of the development and rearrangement of the

proposed facilities. This study assesses actions such as fill site locations, partial and full avoidance of habitats, and restoration and enhancement of habitats and development economics. See also **alternatives analysis**.

**Pre-Development Site.** On the date of application, the Pre-Development site consists of those existing site features that were either permitted or did not require permits at the time of their construction, or were constructed prior to February 15, 1992. Specifically, such features as pervious and impervious (paved or roof) surfaces, and existing drainage facilities, as well as wetlands, flood plains/floodways and buffers are important pre-development site features.

**Professional Engineer.** A person licensed under the laws of the State of Illinois to practice professional engineering.

**Professional Engineering.** The application of science to the design of engineering systems and facilities, using the knowledge, skills, ability, and professional judgment developed through professional engineering education, training, and experience.

**Public Flood Easement.** An easement acceptable to the appropriate jurisdictional body that meets the regulation of the OWR, the Department, and the community, that provides legal assurances that all areas subject to flooding in the created backwater of the development will remain open to allow flooding.

**Record Drawings.** Drawings prepared, signed, and sealed by a professional engineer or land surveyor representing the final "as-built" record of the actual in-place elevations, location of structures, and topography.

**Recreational Vehicle.** A vehicle which is: (a) Built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (3) Designed to be self-propelled or permanently towable by a light duty truck; and (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Regulatory Flood Map (RFM).** The flood plain map panels maintained and published by DuPage County which reflect the current effective flood zone boundaries as shown on the FIRM and all effective Letters of Map Change issued by FEMA.

**Regulatory Flood Plain.** The flood plain as determined by the base flood elevation used as the basis for regulation in this Ordinance.

**Regulatory Floodway.** The floodway that is used as the basis for regulation in this Ordinance.

**Regulatory Wetlands.** All wetlands other than critical wetlands.

**Roadway Development.** A development on an essentially linear property holding including easements, not a part of a larger development project involving adjacent land holdings, and for the purpose of building a new roadway, expanding the impervious footprint of an existing roadway, or completely reconstructing an existing roadway.



**Runoff.** The waters derived from melting snow or rain falling within a tributary drainage basin that exceeds the infiltration capacity of the soils of that basin.

**Sediment Basin.** Settling ponds with pipe outlet, which have both a permanent pool (dead storage) and additional volume (live and sediment storage) component, to detain sediment-laden runoff from disturbed areas to allow sediment and debris to settle out.

**Sediment Trap.** A small, temporary ponding basin formed by the construction of an embankment or excavated basin to detain sediment-laden runoff from disturbed areas to allow sediment and debris to settle out.

**Silt Fence.** A temporary filter barrier of entrenched geotextile fabric (filter fabric) stretched across and attached to supporting posts.

**Soil Scientist.** A person with a four-year degree in which the core curriculum included course work in a minimum of two of the following fields: soil science, pedology, edaphology, and geomorphology, and which person has a minimum of two years of field experience in classifying soils.

**Special Flood Hazard Area (SFHA).** An area having special flood, mudslide or mudflow, or flood-related erosion hazards, and which area is shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, AH, VO, V1-30, VE, V, M, or E.

**Start of Construction.** The date the certification was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement or other improvement was within 180 days of the certification date. The actual start date includes the first day of any land preparation, including clearing, grading, filling, or excavation. For substantial improvements, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building whether or not that alteration affects the external dimensions of the building.

**Stormwater Facility.** All ditches, channels, conduits, bridges, culverts, levees, ponds, natural and man-made impoundments, field tiles, swales, sewers, BMPS or other structures or measures which serve as a means of draining surface and subsurface water from land.

**Stormwater Management Certification.** A certification established by this Ordinance or by a Waiver Community's Stormwater Ordinance; and issued by the Department or a Waiver Community signifying acceptance of measures identified for proposed development to comply with this Ordinance and the Plan.

**Structure.** The term "structure" includes, without limitation: buildings, manufactured homes, tanks, dams.

**Structural Engineer.** A person licensed under the laws of the State of Illinois as a structural engineer.

**Substantial Damage.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**Substantial Improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which improvement equals or exceeds, individually or in the aggregate, 50 percent of the fair market value of the building, determined from the equalized assessed value of the building, before the start of construction of the improvement or, if the building has been damaged, before the damage occurred. The term "cost of improvement" includes the value of volunteer labor and donated materials. The term "cost of improvement" does not, however, include either (1) any development for improvement of a building to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and that are the minimum necessary to assure safe living conditions or (2) any alteration of a historic building that will not preclude the building's continued designation as a historic building.

**Temporary Wetland Impact.** A wetland impact that would result in a short-term loss of wetland function. Temporary wetland impacts do not result in a permanent conversion of wetland to non-wetland. Temporary impacts do not include relocation of wetland, or conversion of a vegetated community to open water, unless the conversion is part of an overall wetland restoration/creation program that is submitted for review and approved. Additionally, for the impact to be considered temporary, wetland soil profiles shall be able to be restored to a similar pre-disturbance condition and elevation, vegetative communities shall have the capability of being restored to same or higher quality, function; and the restoration must occur within one year of the disturbance.

**Total Impervious Area.** The sum of the impervious area on a site.

**Usable Space.** Space used for dwelling, storage, utilities, or other beneficial purposes, including without limitation basements.

**USACE.** United States Army Corps of Engineers.

**Variance.** An Authorization recommended by the Committee or an Oversight Committee, and granted by the DuPage County Board or the corporate authorities of a Waiver Community, that varies certain requirements of this Ordinance or a Waiver Community Ordinance in a manner in harmony with the application of such ordinance's general purpose and intent, which variance shall be granted only in a case where there are practical difficulties or particular hardships.

**Violation.** Failure of a structure or other development to be fully compliant with the regulations identified by Ordinance.

**Waiver Community.** A community that has been granted either a Partial Waiver or a Complete Waiver from County enforcement of this Ordinance. See Article XVII of this Ordinance.

**Waiver Community Ordinance.** An approved, valid, and effective stormwater management ordinance of a Waiver Community. See Articles XVII of this Ordinance.

**Water and Sewer Improvement Development.** A development to construct, replace or upgrade infrastructure to meet current IEPA requirements for public water supply or pollution control (water or sewer system improvements). This definition does not include buildings, substations, pads, parking lots or other associated utility support facilities.

**Water Quality Best Management Practices Technical Guidance.** This document is a standalone guidance manual intended to be placed in Appendix E of the DuPage County Countywide Stormwater and Flood Plain Ordinance (March 2008). The Guidance was published in March 2008.

**Watershed.** All land area drained by, or contributing water to, the same stream, lake, or stormwater facility.

**Watershed Basin Committee.** A technical committee established within a watershed planning area.

**Watershed Benefit.** A decrease in flood elevations or flood damages or an improvement in water quality, upstream or downstream of the development site.

**Watershed Plan.** A plan adopted by the County for stormwater management within a watershed consistent with the requirements in Chapter 3 of the Plan.

**Watershed Planning Area.** That area considered in a specific watershed plan, adopted as part of the Plan, and depicted on the attached Exhibit 1.

**Watershed Plan Model.** The hydrologic and hydraulic model meeting the standards of the Plan and used in developing a watershed plan.

**Waters of DuPage.** All waters such as lakes, rivers, streams (including intermittent streams), mudflats, wetlands, sloughs, wet meadows, or natural ponds.

Tributaries of waters identified above.

For clarification, waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the Clean Water Act (other than cooling ponds as defined in 40 CFR 123.11(m) which also meet the criteria of this definition) are not Waters of DuPage.

The following are generally not considered to be Waters of DuPage. However, the Director, or the Administrator, reserves the right on a case-by-case basis to determine that a particular waterbody within these categories of waters is a Waters of DuPage.

- Drainage, irrigation and roadside ditches excavated on dry land.
- Artificially irrigated areas that would revert to upland if the irrigation ceased.

- Artificial lakes, ponds or wetlands created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stormwater storage, stock watering, irrigation, settling basins, or sediment traps.
- Artificial bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
- Waterfilled depressions created in dry land incidental to construction activity and pits or quarries excavated in dry land for the purpose of obtaining fill, stone, aggregate, sand, or gravel unless and until the construction or excavation operation is abandoned for a period of 5 years or more and the resulting body of water meets the definition of waters of DuPage.

**Wetlands.** Areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

**Wetland Impact.** Development affecting the function of any wetland.

**With-Development Site.** The site features illustrated on the final certified plans for a development, including unchanged areas or facilities of the pre-development site.

## APPENDIX B – PERFORMANCE STANDARDS

TABLE 1. BUFFERS, WETLAND ENHANCEMENT, STREAMBANK STABILIZATION AND NATIVE PLANTED PCBMPs (See Footnote 1)						
Monitoring and Management Period as Required by Certification	Temporary Vegetative Cover/ Permanent Soil Stabilization*	Percent Cover Native Vegetation*	Floristic Quality Index (FQI)***	Coefficient of Conservatism (Ĉ)***	None of Three Most Dominant Species are Non-native or Invasive**	Survival Rate for Trees and Shrubs****
Year 1	Must meet NPDES standards	10%	—	—	Cover crop acceptable	100%
Year 2	No unvegetated areas >1m <sup>2</sup>	25%	—	—	Required	100%
Year 3	No unvegetated areas >1m <sup>2</sup>	75%	20	3.5	Required	100%

TABLE 2. WETLAND CREATION							
Monitoring and Management Period as Required by Certification	Temporary Vegetative Cover/ Permanent Soil Stabilization *	Percent Cover Native Vegetation*	Percent Cover of Species as Listed on Approved Plant Mixes *	Floristic Quality Index (FQI)	Coefficient of Conservatism (Ĉ)	None of Three Most Dominant Species are non-native or invasive**	Survival Rate for Trees and Shrubs****
Year 1	Must meet NPDES standards	10%	10%	—	—	Cover crop acceptable	100%
Year 2	No unvegetated areas >1m <sup>2</sup>	25%	25%	—	—	Required	100%
Year 3	No unvegetated areas >1m <sup>2</sup>	50%	50%	15	3.0	Required	100%
Year 4	No unvegetated areas >1m <sup>2</sup>	60%	60%	—	—	Required	100%
Year 5	No unvegetated areas >1m <sup>2</sup>	80%	75%	20	3.5	Required	100%

\* As measured by aerial coverage, excluding the emergent zone. The emergent zone must achieve a minimum of 50% vegetative cover.

\*\* Species include, but are not limited to: *Typha angustifolia*, *Typha X glauca*, *Phragmites australis*, *Lythrum salicaria*, *Salix interior*, *Phalaris arundinacea*, *Cirsium arvense*, *Melilotus sp.*, *Poa pratensis*, *Dipasacus sp.*

\*\*\* FQI and/or (Ĉ) can be adjusted downward when taking the context of the location into consideration. PCBMPs are not required to meet FQI or (Ĉ).

\*\*\*\* Percentage can be adjusted downward based on quantities planted and when taking the context of the location into consideration.

**Note:** 1) Performance standards shall be applied to and achieved in each separate plant community zone and do not apply to designated open water areas.  
2) Upon final acceptance, it is the expectation that the PCBMP will continue to be maintained as specified in the Stormwater Management Certification in perpetuity or until modified by a subsequent Stormwater Management Certification.

**Footnote 1:** BMP standards are only for BMPs with a tributary area greater than 1 acre. There are no performance standards for BMPs with tributary areas areas of less than 1 acre.

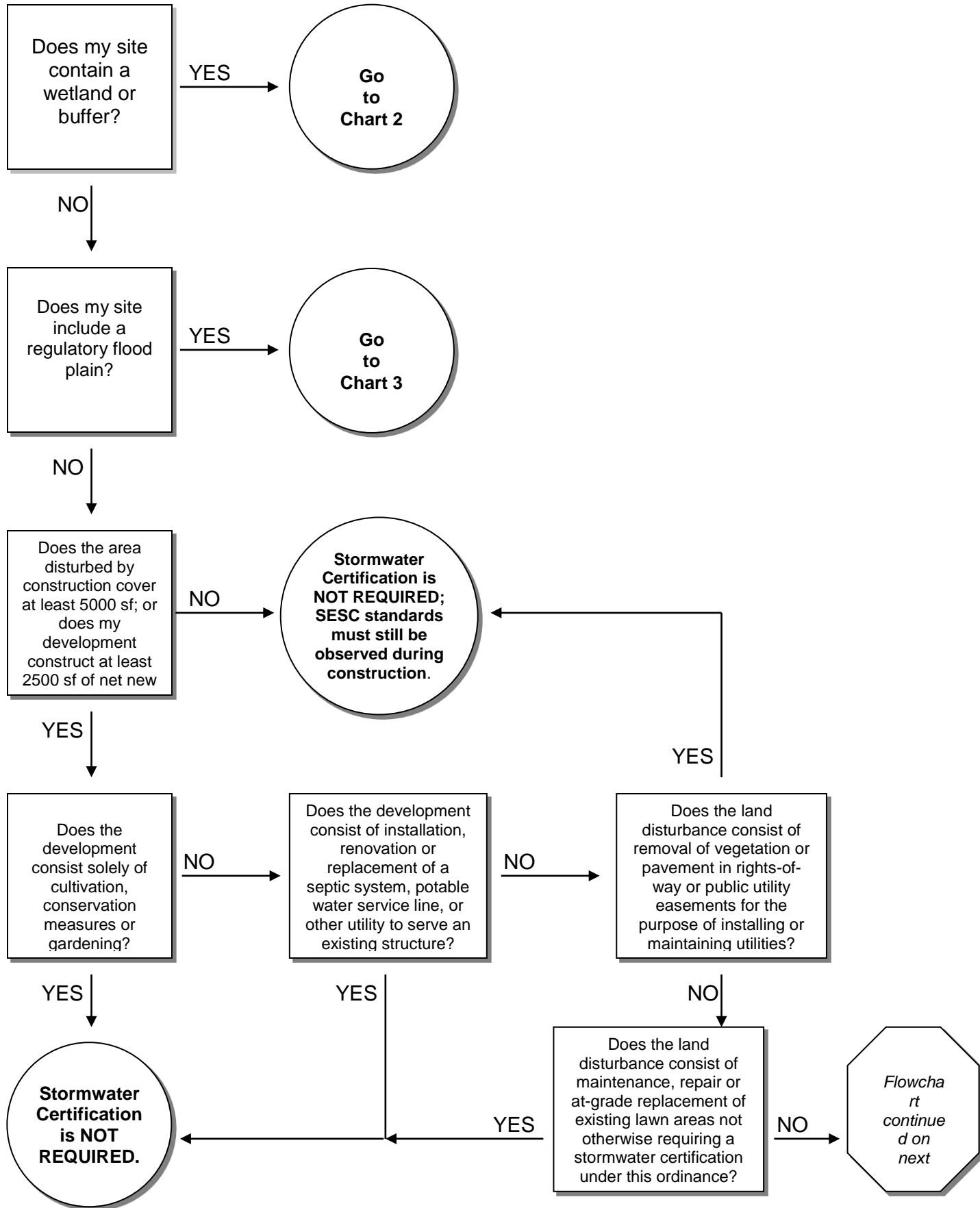
## **APPENDIX C – CERTIFICATION FLOW CHARTS**

Chart 1- Is a Stormwater Certification Required?

Chart 2 – Wetland Requirements

Chart 3 – Flood Plain Requirements

**CHART 1: IS A STORMWATER CERTIFICATION REQUIRED?**



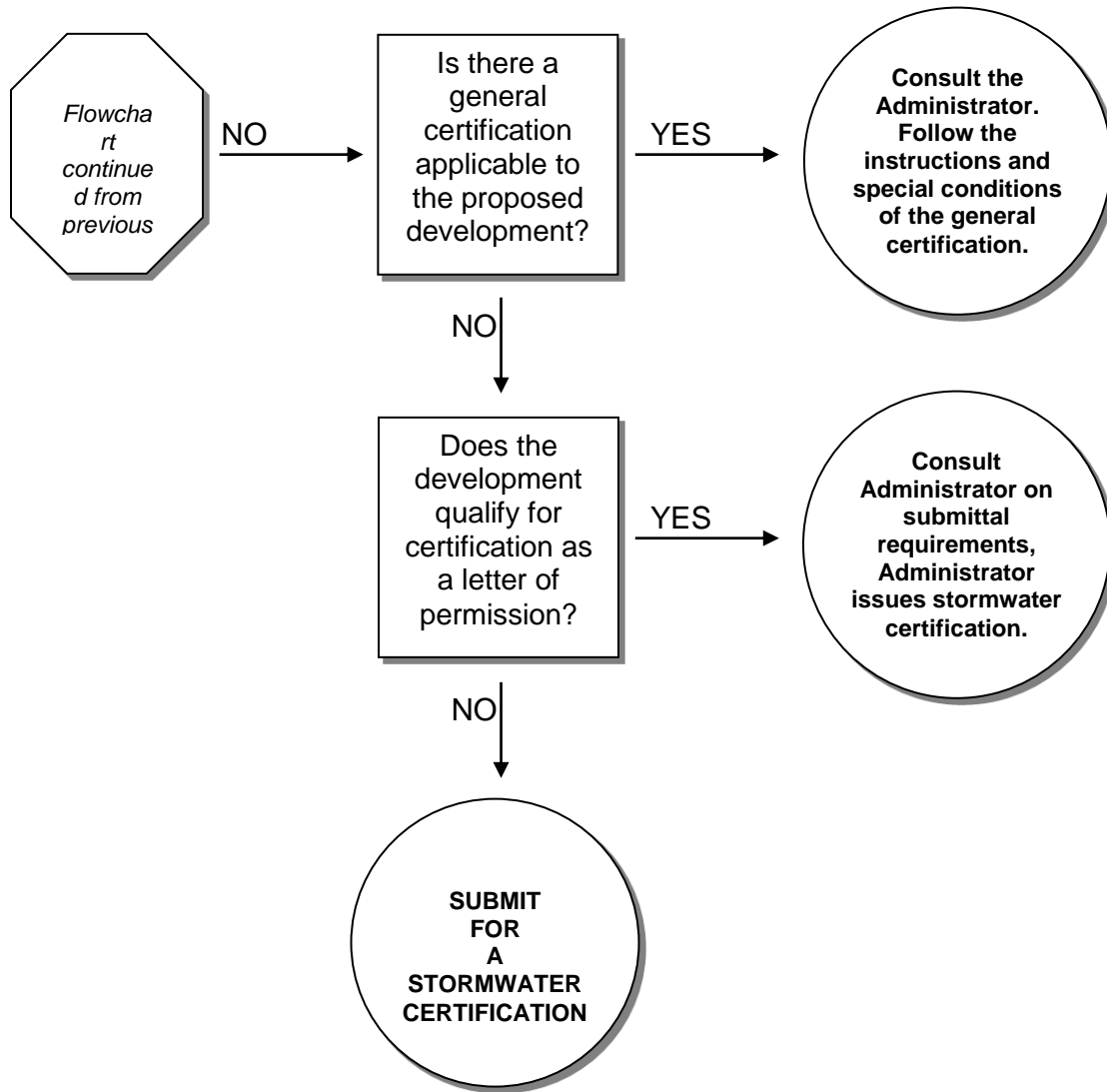




CHART 2: WETLAND REQUIREMENTS

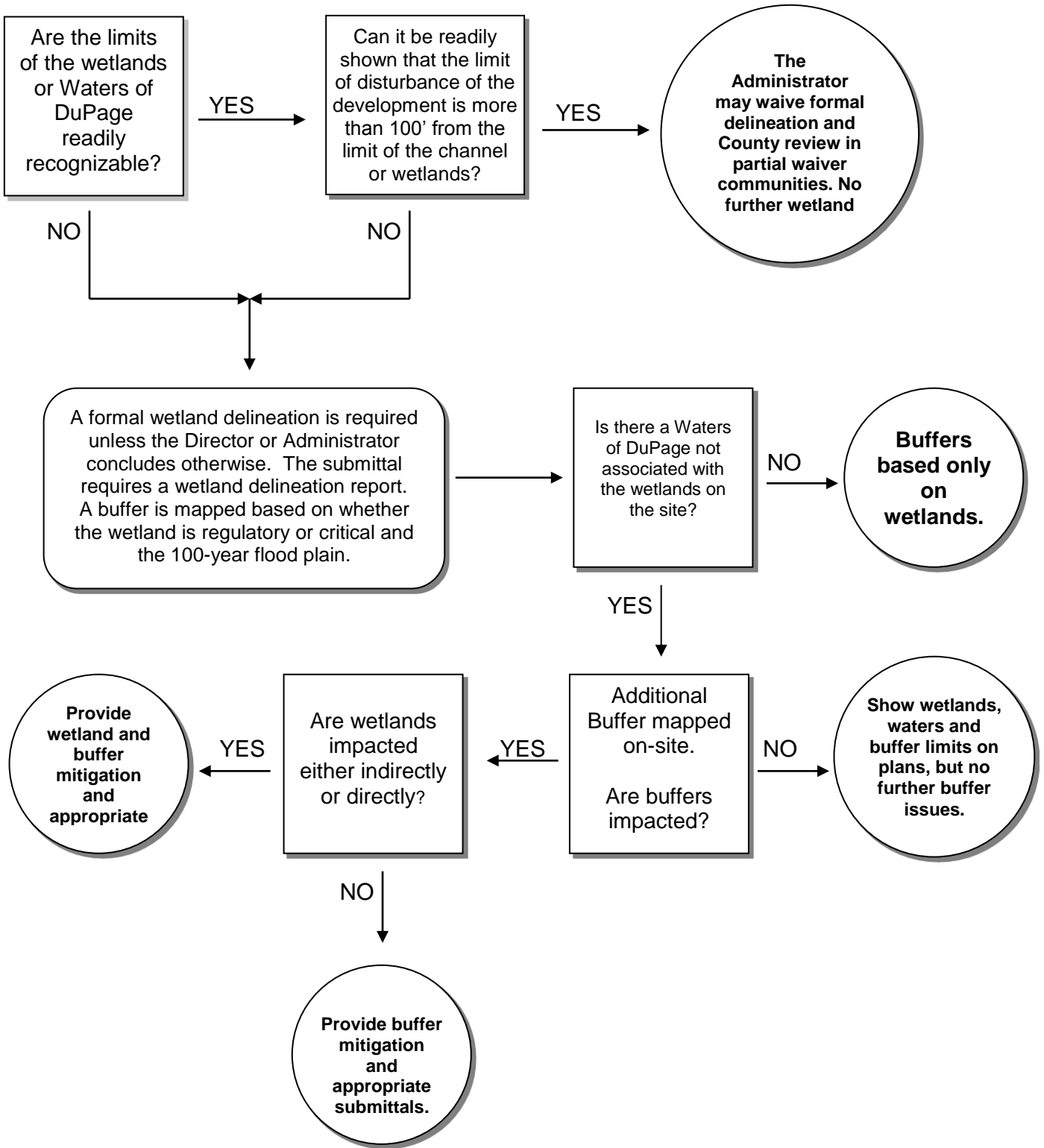
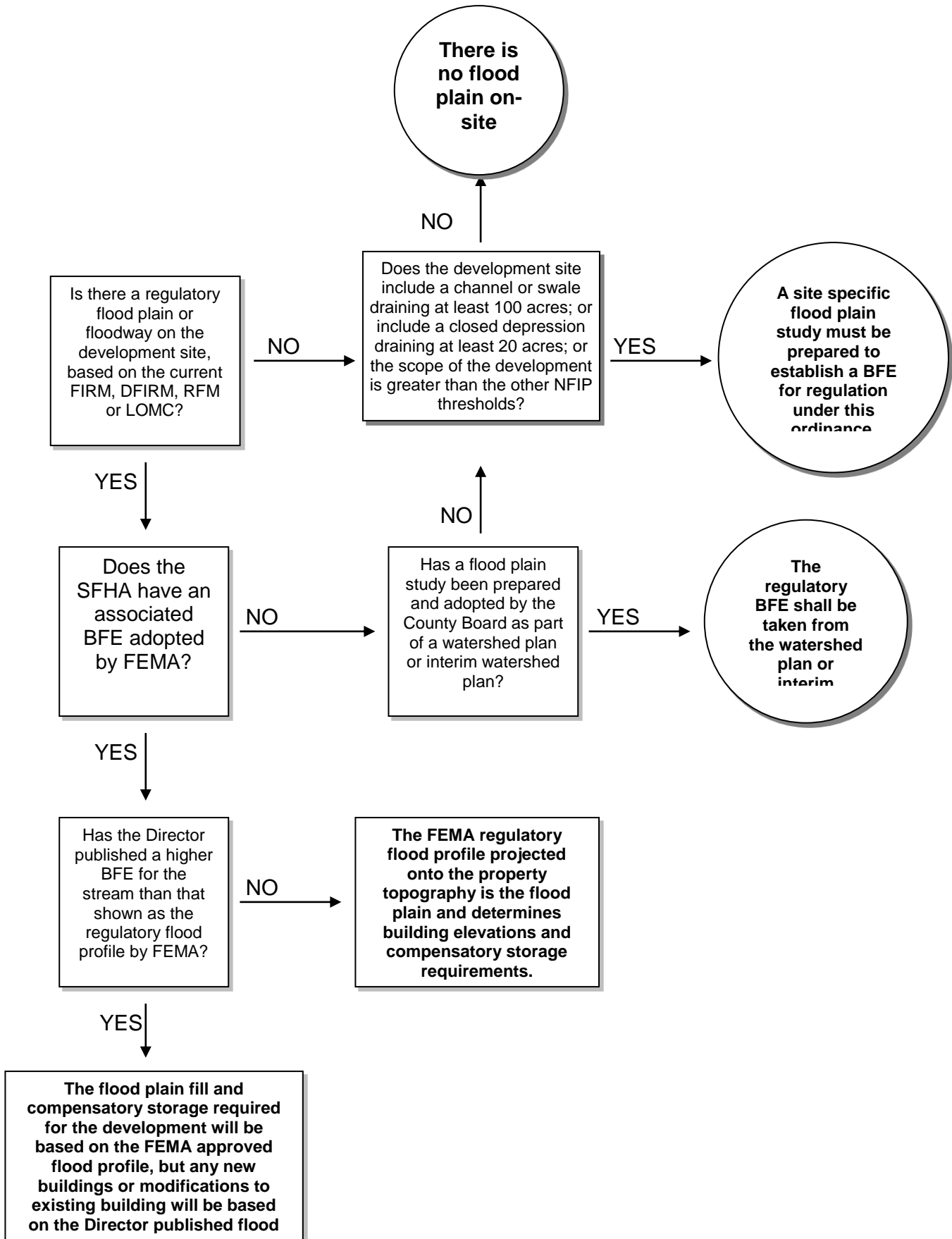
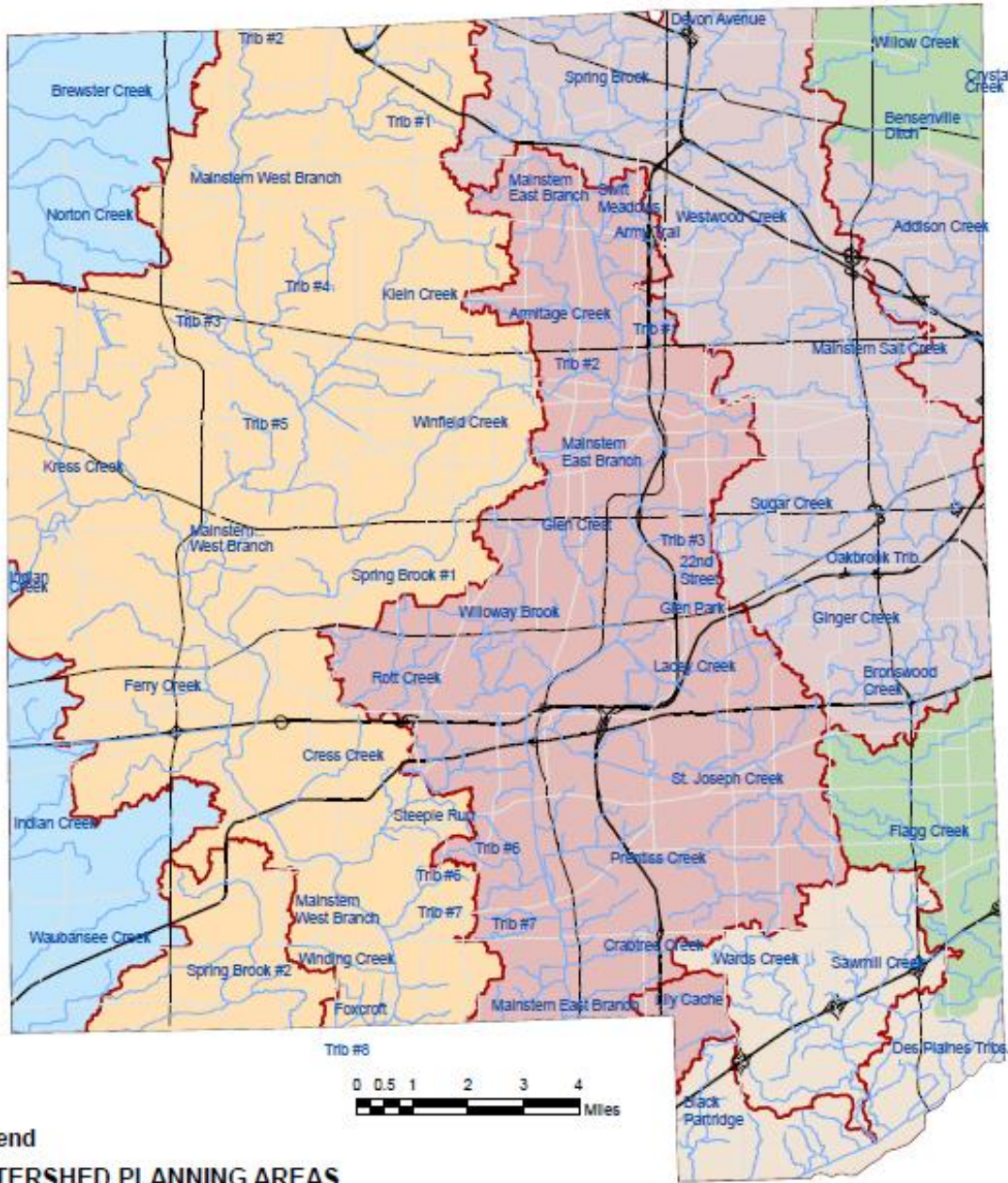


CHART 3: FLOOD PLAIN REQUIREMENTS



# EXHIBIT 1 DuPage County Watershed Planning Areas



### Legend

- WATERSHED PLANNING AREAS**
- Salt Creek Watershed
  - Fox River Tributaries Watershed
  - Sawmill Creek Watershed
  - West Branch Dupage River Watershed
  - East Branch Dupage River Watershed
  - Des Plaines River Tributaries Watershed
  - Rivers & Streams
  - Riverbasins



For more information, contact:  
**DUPAGE COUNTY, ILLINOIS**  
**STORMWATER MANAGEMENT**  
 421 North County Farm Road  
 Wheaton, IL 60187-3978  
 Phone - (630) 407-6800



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**EXHIBIT 2  
DU PAGE COUNTY, ILLINOIS  
DESIGNATED FLOODWAYS / FLOOD PLAINS**

INCORPORATED AND UNINCORPORATED AREAS

<b>REGULATORY</b>	≈	<b>RFM's:</b>	<b>0007 through 0287</b>
		<b>E.D.'S :</b>	<b>07/10/10 or later</b>
 <b>FIRM</b>	 ≈	<b>C-PN'S:</b>	<b>17043C            0101 thru 1006</b>
		<b>E.D.'S :</b>	<b>12/16/04</b>
 <b>FIS</b>	 ≈	<b>December 16, 2004</b>	

\* \* AURORA \* \*

FIRM	≈	C-PN's: 170320 0015D thru 0030D;	E.D.: 01-05-89
FIS	≈	January 5, 1989	

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
SELMARTEN CREEK	FIRM	0015D	01/05/89	NORTH OF EAST-WEST TOLLWAY 2400' EAST KANE-DUPAGE COUNTY BOUNDARY.
WAUBANSEE CREEK	FIRM	0020D & 0025D	01/05/89	KAUTZ RD TO SPRING LAKE.

\*\*\*\*\*

\* \* BARTLETT \* \*

FBFW ≈ C-PN's: 170059 0005 and 0007; E.D.: 03/15/84  
 FIRM ≈ C-PN's 170059 003C, 005C, and 0007C; E.D.: 03/15/84  
 FIS ≈ December 15, 1980

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
TRIBUTARY TO BREWSTER CREEK		0003	3/15/84	
BREWSTER CREEK	FBFW	0005 & 0007	3/15/84	APPLE VALLEY DRIVE WEST TO
	FIRM	0005C & 0007C	3/15/84	MUNGER RD.
COUNTRY CREEK	FBFW	0005 & 0007	3/15/84	DEVON AVE. SOUTH TO A POINT
SOUTH OF	FIRM	0005C & 0007C	3/15/84	STERNS RD.
WEST BRANCH	FBFW	0007	3/15/84	ACCESS RD. SOUTH OF STERNS RD.
DUPAGE RIVER	FIRM	0007C	3/15/84	TO ARMY TRAIL RD.

\*\*\*\*\*

\* \* BENSENVILLE \* \*

FBFW        ≈        C-PN's:        170200 0002B and 0003B;        E.D.:    02/04/81  
 FIRM        ≈        C-PN's        170200 0002B and 0003B;        E.D.:    02/04/81  
 FIS         ≈        August 4, 1980

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
ADDISON CREEK	FBFW	0003B	02/04/81	GEORGE ST. SOUTH TO CORPORATE LIMITS.
	FIRM	0003B		
ADDISON CREEK	FBFW	0003B	02/04/81	MARION ST. TO GEORGE ST. REERVOIR.
TRIB NO. 1	FIRM	0003B		
ADDISON CREEK	FBFW	0003B	02/04/81	CHURCH RD. TO ADDISON CK. NO.3 CONFLUENCE.
TRIB NO. 2	FIRM	0003B		
ADDISON CREEK	FBFW	0003B	02/04/81	CHURCH ST. TO ADDISON CK NO. 2 CONFLUENCE.
NO. 3	FIRM	0003B		
ADDISON CREEK	FBFW	0003B	02/04/81	CHURCH ST. TO ADDISON CK. NO. 2 CONFLUENCE.
TRIB NO. 4	FIRM	0003B		
BENSENVILLE	FBFW	0002B	02/04/81	IRVING PK. RD. NORTH TO CORPORATE LIMITS.
DITCH	FIRM	0002B		



\* \* BOLINGBROOK \* \*

FBFW ≈ C-PN's: 170812 0001 and 0003; E.D.: 07/16/84  
 FIRM ≈ C-PN's 170812 0001D and 0003D; E.D.: 07/16/84  
 FIS ≈ July 16, 1984

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
EAST BRANCH	FBFW	0003	07/16/94	ROYCE RD. S.W. TO CORPORATE LIMITS.
DUPAGE REIVER	FIRM	0003D	07/16/84	



\* \* BURR RIDGE \* \*

FBFW ≈ C-PN's: 170071 0001; E.D.: 08/02/90  
 170071 0003; E.D.: 10/15/91

FIRM ≈ C-PN's 170071 0001B; E.D.: 08/02/90  
 170071 0003B and 0005B; E.D.: 10/15/81

FIS ≈ August 2, 1990

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
63 RD STREET	FBFW	0001	08/02/90	
DITCH	FIRM	0001B	08/02/90	
79 TH STREET	FBFW	0003	10/15/81	
DITCH	FIRM	0003B	10/15/81	
PLAINFIELD ROAD	FBFW	0001 & 0003	08/02/90	
DITCH	FIRM	0001B & 0003B	10/15/81	
FLAGG CREEK	FBFW	0003	08/02/90	
	FIRM	0001B & 0003B	08/02/90	
TRIBUTARY A	FBFW	0003	10/15/91	
	FIRM	0003B	10/15/81	
TRIBUTARY B	FBFW	0003	10/15/81	
	FIRM	0003B	10/15/81	
TRIBUTARY C	FBFW	0003	10/15/81	
	FIRM	0003B	10/15/81	

\*\*\*\*\*



\* \* HINSDALE \* \*

REG.	≈	SC-4;		E.D.:	07/01/79
FBFW	≈	C-PN's:	170105 0002B thru 0004B;	E.D.:	01/16/81
FIRM	≈	C-PN's	170105 0002B thru 0004B;	E.D.:	01/16/81
FIS	≈	July 16, 1980			

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
SALT CREEK	REG	SC-4	07/01/79	47,150 FT. ABOVE MOUTH TO YORK ROAD AT 51,750 FT. ABOVE MOUTH.
	FBFW	0004B	01/16/81	
	FIRM	0004B	01/16/81	
BRONSWOOD	FBFW	0002B	01/16/81	4200 FT. TO 7800 FT. ABOVE MOUTH AT TE. 83.
CEMETARY TRIB.	FIRM	0002B	01/16/81	
59 TH STREET	FBFW	0003B	01/16/81	63,050 FT. TO 38,925 FT. ABOVE MOUTH.
DITCH	FIRM	0003B	01/16/81	
FLAGG CREEK	FBFW	0002B & 0004B	01/16/91	
	FIRM	0002B & 0004B	01/16/81	

\*\*\*\*\*

\* \* NAPERVILLE \* \*

FBFW ≈ C-PN's: 170213 0001C thru 0023C; E.D.: 05/23/92

FIS ≈ May 18, 1992

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
EAST BRANCH	FIRM	0001C, 0002C, 0006C, 0007C, 0012C, 0013C, 0017C	05/18/92	
CRESS KREEK	FIRM	0007C, 0008C, 0012C	05/18/92	
SPRING BROOK	FIRM	0011C, 0012C, 0013C, 0015C, 0016C	05/18/92	
UNNAMED CK. S. OF FOXCROFT	FIRM	0017C	05/18/92	
UNNAMED SOUTH OF 87 TH	FIRM	0017C	05/18/92	
WINDING CREEK	FIRM	0016C, 0017C	05/18/92	

\*\*\*\*\*

\* \* ROSELLE \* \*

REG.           ≈       SC-32 & SC-33;                               E.D.:  07/01/79  
 FBFW          ≈       C-PN's:           170216 0002B & 0004B;    E.D.:  05/19/81  
 FIRM          ≈       C-PN's           170216 0002B & 0004B;    E.D.:  05/19/81  
 FIS           ≈       November 19, 1980

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
SPRING BROOK	REG	SC-32 & SC-33	07/01/73	15,250 FT. TO 24,500 FT. ABOVE LAKE KADUFAH SPILLWAY.
	FBFW	0002B & 0004B	05/19/81	
	FIRM	0002B & 0004B	05/19/81	
WEST BRANCH	FBFW	0002B	05/19/81	
MEACHEM CREEK	FIRM	0002B	05/19/81	
WEST BRANCH	FBFW	0004B	05/19/81	
TRIBUTARY	FIRM	0004B	05/19/81	

\*\*\*\*\*

\* \* WAYNE \* \*

FBFW        ≈        C-PN's:        1700865 0002 & 0004;        E.D.:    12/01/81  
 FIRM        ≈        C-PN's        1700865 0002A & 0004A;        E.D.:    12/01/81  
 FIS         ≈        June 1, 1981

<u>WATERWAY</u>	<u>MAP TYPE</u>	<u>MAP NUMBER</u>	<u>MAP DATE</u>	<u>DESCRIPTION OF REACH</u>
NORTON CREEK	FBFW	0004	12/01/81	
	FIRM	0004A	12/01/81	
NORTON CREEK	FBFW	0002 & 0004	12/01/81	
TRIBUTARY	FIRM	0002A & 0004A	12/01/81	

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FIRM Cross Index: Tributary Watersheds vs. (Panel Numbers, Incorporated Areas)

<b>Tributary</b>	<b>FIRM/RFM Panel</b>	<b>Incorporated Areas / Unincorporated Areas</b>
DesPlaines River, Addison Creek (DPAC)	0305, 0306, 0308, 0309, 0603, 0606	ADDISON, BENSENVILLE, ELMHURST, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
DesPlaines River, Bensenville Ditch (DPBD)	0302, 0303, 0305, 0306	BENSENVILLE, CHICAGO, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
DesPlaines River, Black Partridge Creek (DPBP)	1001, 1004	DARIEN, LEMONT, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
DesPlaines River, Crystal Creek (DPCT)	0303	CHICAGO
DesPlaines River, Main Stem (DPDP)	0908, 0909, 1001, 1002, 1003, 1004, 1005, 1006	ARGONNE NATIONAL LAB, BURR RIDGE, DARIEN, LEMONT, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
DesPlaines River, Flagg Creek (DPFC)	0609, 0902, 0903, 0905, 0906, 0909, 1003	BURR RIDGE, CLARENDON HILLS, DARIEN, HINSDALE, UNINCORPORATED DUPAGE COUNTY, WESTMONT, WILLOWBROOK
DesPlaines River, Lily Cache (DPLL)	0809, 0907, 1001	BOLINGBROOK, DARIEN, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
DesPlaines River, Willow Creek (DPWL)	0302, 0303, 0305, 0306	BENSENVILLE, CHICAGO, ELK GROVE VILLAGE, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
DuPage River, Springbrook #2 (DUSG)	0705, 0706, 0707, 0708, 0709, 0807	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Armitage Creek (EBAR)	0208, 0209	CAROL STREAM, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Army Trail Road Tributary (EBAT)	0206, 0209	ADDISON, BLOOMINGDALE, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Crabtree Creek (EBCR)	0806, 0809, 0907	UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
East Branch DuPage River, Tributary #1 (EBE1)	0209, 0307, 0503, 0601	ADDISON, LOMBARD, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Tributary #2 (EBE2)	0208, 0209, 0502, 0503	GLEN ELLYN, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Tributary #3 (EBE3)	0506, 0604	LOMBARD, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Tributary #6 (EBE6)	0804, 0805, 0808	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
East Branch DuPage	0805, 0808, 0809	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE

River, Tributary #7 (EBE7)		
East Branch DuPage River, Main Stem (EBEB)	0205, 0206, 0208, 0209, 0307, 0502, 0503, 0505, 0506, 0508, 0509, 0601, 0602, 0604, 0605, 0607, 0802, 0803, 0805, 0806, 0808, 0809	ADDISON, BLOOMINGDALE, BOLINGBROOK, DOWNERS GROVE, GLEN ELLYN, GLENDALE HEIGHTS, LISLE, LOMBARD, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WHEATON, WOODRIDGE
East Branch DuPage River, Glen Crest Creek (EBGL)	0505, 0506, 0508, 0509	GLEN ELLYN, LOMBARD, UNINCORPORATED DUPAGE COUNTY, WHEATON
East Branch DuPage River, Glen Park (EBGP)	0509, 0607	DOWNERS GROVE, LOMBARD, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Lacey Creek (EBLA)	0509, 0607, 0608, 0803, 0901, 0902	DOWNERS GROVE, LOMBARD, OAK BROOK, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Prentiss Creek (EBPR)	0803, 0805, 0806, 0809, 0904, 0905, 0907, 0908	DARIEN, DOWNERS GROVE, LISLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
East Branch DuPage River, Rott Creek (EBRC)	0409, 0507, 0508, 0703, 0801, 0802, 0805	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE, WHEATON
East Branch DuPage River, St. Josephs Creek (EBSJ)	0608, 0802, 0803, 0806, 0901, 0902, 0904, 0905	DARIEN, DOWNERS GROVE, LISLE, UNINCORPORATED DUPAGE COUNTY, WESTMONT
East Branch DuPage River, Swift Meadows (EBSM)	0206, 0209	ADDISON, BLOOMINGDALE, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, 22 <sup>nd</sup> Street (EBTS)	0506, 0509, 0604, 0607	DOWNERS GROVE, LOMBARD, UNINCORPORATED DUPAGE COUNTY
East Branch DuPage River, Willoway Brook (EBWI)	0505, 0507, 0508, 0509, 0802	GLEN ELLYN, LISLE, UNINCORPORATED DUPAGE COUNTY, WHEATON
Fox River, Brewster Creek (FRBC)	0101, 0102, 0104, 0105	BARTLETT, UNINCORPORATED DUPAGE COUNTY, WAYNE
Fox River, Indian Creek (FRIC)	0404, 0407, 0701, 0704	AURORA, FERMI NATIONAL ACCEL. LAB, UNINCORPORATED DUPAGE COUNTY
Fox River, Norton Creek (FRNC)	0101, 0104, 0105, 0107, 0108	BARTLETT, ST. CHARLES, UNINCORPORATED DUPAGE COUNTY, WAYNE, WEST CHICAGO
Fox River, Waubensee Creek (FRWA)	0702, 0704, 0705, 0707, 0708	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
Salt Creek, Bronswood Creek (SCBW)	0608, 0609, 0902, 0903	CLARENDON HILLS, DOWNERS GROVE, HINSDALE, OAK BROOK, UNINCORPORATED DUPAGE COUNTY, WESTMONT
Salt Creek, Devon	0203, 0301, 0302	ITASCA, UNINCORPORATED DUPAGE COUNTY

Avenue Tributary (SCDA)		
Salt Creek, Ginger Creek (SCGC)	0604, 0605, 0606, 0607, 0608, 0609	DOWNERS GROVE, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, WESTMONT
Salt Creek, Oak Brook Tributary (SCOB)	0605, 0606	OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY
Salt Creek, Spring Brook Creek (SCSB)	0202, 0203, 0205, 0206, 0301, 0302, 0304	ADDISON, BLOOMINGDALE, ITASCA, ROSELLE, SCHAUMBURG, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
Salt Creek Main Stem (SCSC)	0301, 0302, 0304, 0305, 0307, 0308, 0309, 0601, 0602, 0603, 0605, 0606, 0609, 0903	ADDISON, ELK GROVE VILLAGE, ELMHURST, HINSDALE, ITASCA, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, VILLA PARK, WOOD DALE
Salt Creek, Sugar Creek (SCSU)	0602, 0604, 0605, 0606	ELMHURST, LOMBARD, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
Salt Creek, Westwood Creek (SCWC)	0206, 0209, 0304, 0305, 0307, 0308, 0601	ADDISON, LOMBARD, UNINCORPORATED DUPAGE COUNTY, VILLA PARK, WOOD DALE
Sawmill Creek Main Stem (SWSW)	0905, 0906, 0908, 0909, 1001, 1002, 1005	ARGONNE NATIONAL LAB, BURR RIDGE, DARIEN, DOWNERS GROVE, LEMONT, UNINCORPORATED DUPAGE COUNTY, WILLOWBROOK, WOODRIDGE
Sawmill Creek, Wards Creek (SWWD)	0907, 0908, 1001, 1002	DARIEN, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
West Branch DuPage River, Cress Creek (WBCC)	0703, 0706, 0801, 0804	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE
West Branch DuPage River, Ferry Creek (WBFE)	0404, 0405, 0407, 0408, 0409, 0701, 0702, 0703, 0704, 0705	AURORA, FERMI NATIONAL ACCEL. LAB., NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE
West Branch DuPage River, South of Foxcroft (WBFX)	0709, 0807	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
West Branch DuPage River, Klein Creek (WBKC)	0109, 0204, 0205, 0207, 0208, 0403, 0501, 0502	BLOOMINGDALE, CAROL STREAM, GLENDALE HEIGHTS, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY, WHEATON, WINFIELD
West Branch DuPage River, Kress Creek (WBKR)	0107, 0108, 0401, 0402, 0404, 0405	BATAVIA, FERMI NATIONAL ACCEL. LAB., ST, CHARLES, UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
West Branch DuPage River, Spring Brook #1 (WBSP)	0406, 0408, 0409, 0502, 0504, 0505, 0507, 0508	GLEN ELLYN, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE, WHEATON
West Branch DuPage River, Steeple Run (WBSR)	0801, 0802, 0804, 0805	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY,
West Branch DuPage River, Tributary #1 (WBW1)	0103, 0106, 0201, 0202, 0204, 0205	BLOOMINGDALE, HANOVER PARK, ROSELLE, UNINCORPORATED DUPAGE COUNTY

West Branch DuPage River, Tributary #2 (WBW2)	0102, 0103	BARTLETT, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY
West Branch DuPage River, Tributary #3 (WBW3)	0108, 0109, 0402, 0403	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
West Branch DuPage River, Tributary #4 (WBW4)	0106, 0109, 0204, 0207	BLOOMINGDALE, CAROL STREAM, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
West Branch DuPage River, Tributary #5 (WBW5)	0402, 0403, 0406	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO, WINFIELD
West Branch DuPage River, Tributary #6 (WBW6)	0804, 0805, 0807	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
West Branch DuPage River, Tributary #7 (WBW7)	0804, 0805, 0807, 0808	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
West Branch DuPage River, Tributary #8 (WBW8)	0709, 0807	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
West Branch DuPage River Main Stem (WBWB)	0102, 0103, 0105, 0106, 0108, 0109, 0201, 0202, 0204, 0402, 0403, 0405, 0406, 0408, 0409, 0501, 0507, 0702, 0703, 0705, 0706, 0709, 0801, 0804, 0807, 0808	AURORA, BARTLETT, BLOOMINGDALE, CAROL STREAM, FERMI NATIONAL ACCEL. LAB., HANOVER PARK, NAPERVILLE, ROSELLE, SCHAUMBURG, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE, WAYNE, WEST CHICAGO, WINFIELD
West Branch DuPage River, Winfield Creek (WBWF)	0207, 0208, 0403, 0406, 0501, 0502, 0504, 0505	CAROL STREAM, GLEN ELLYN, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY, WHEATON, WINFIELD
West Branch DuPage River, Winding Creek (WBWG)	0709, 0807	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY



FIRM Cross Index: Panel Numbers vs (Tributary Watersheds, Incorporated Areas)

<b>Panel</b>	<b>Tributary Watershed</b>	<b>Incorporated Areas / Unincorporated Areas</b>
0101	FRBC, FRNC	BARTLETT, UNINCORPORATED DUPAGE COUNTY, WAYNE
0102	FRBC, WBW2, WBWB	BARTLETT, UNINCORPORATED DUPAGE COUNTY
0103	WBW1, WBW2, WBWB	BARTLETT, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY
0104	FRBC, FRNC	BARTLETT, ST, CHARLES, UNINCORPORATED DUPAGE COUNTY, WAYNE, WEST CHICAGO
0105	FRBC, FRNC, WBWB	BARTLETT, UNINCORPORATED DUPAGE COUNTY, WAYNE
0106	WBW1, WBW4, WBWB	BARTLETT, CAROL STREAM, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY
0107	FRNC, WBKR	ST, CHARLES, UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
0108	FRNC, WBKR, WBW3, WBWB	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
0109	WBKC, WBW3, WBW4, WBWB	CAROL STREAM, UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
0201	WBW1, WBWB	BLOOMINGDALE, HANOVER PARK, ROSELLE, UNINCORPORATED DUPAGE COUNTY
0202	SCSB, WBW1, WBWB	BLOOMINGDALE, ROSELLE, SCHAUMBURG, UNINCORPORATED DUPAGE COUNTY
0203	SCDA, SCSB	BLOOMINGDALE, ITASCA, ROSELLE, UNINCORPORATED DUPAGE COUNTY
0204	WBKC, WBW1, WBW4, WBWB	BLOOMINGDALE, CAROL STREAM, HANOVER PARK, UNINCORPORATED DUPAGE COUNTY
0205	EBEB, SCSB, WBKC, WBW1	BLOOMINGDALE, GLENDALE HEIGHTS, ROSELLE, UNINCORPORATED DUPAGE COUNTY
0206	EBAT, EBEB, EBSM, SCSB, SCWC	ADDISON, BLOOMINGDALE, GLENDALE HEIGHTS, ITASCA, UNINCORPORATED DUPAGE COUNTY
0207	WBKC, WBW4, WBWF	CAROL STREAM, UNINCORPORATED DUPAGE COUNTY, WINFIELD
0208	EBAR, EBE2, EBEB, WBKC, WBWF	BLOOMINGDALE, CAROL STREAM, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY
0209	EBAR, EBAT, EBE1, EBE2, EBEB, EBSM, SCWC	ADDISON, BLOOMINGDALE, GLENDALE HEIGHTS, LOMBARD, UNINCORPORATED DUPAGE COUNTY
0301	SCDA, SCSB, SCSC	ITASCA, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
0302	DPBD, DPWL, SCDA, SCSB, SCSC	BENSENVILLE, ELK GROVE VILLAGE, ITASCA, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
0303	DPBD, DPCT, DPWL	BENSENVILLE, CHICAGO, ELK GROVE VILLAGE
0304	SCSB, SCSC, SCWC	ADDISON, ITASCA, UNINCORPORATED DUPAGE COUNTY, WOOD DALE

0305	DPAC, DPBD, DPWL, SCSC, SCWC	ADDISON, BENSENVILLE, UNINCORPORATED DUPAGE COUNTY, WOOD DALE
0306	DPAC, DPBD, DPWL	BENSENVILLE, CHICAGO, UNINCORPORATED DUPAGE COUNTY
0307	EBE1, EBEB, SCSC, SCWC	ADDISON, LOMBARD, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
0308	DPAC, SCSC, SCWC	ADDISON, ELMHURST, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
0309	DPAC, SCSC	BENSENVILLE, ELMHURST, UNINCORPORATED DUPAGE COUNTY
0401	WBKR	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
0402	WBKR, WBW3, WBW5, WBWB	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO
0403	WBKC, WBW3, WBW5, WBWB, WBWF	UNINCORPORATED DUPAGE COUNTY, WEST CHICAGO, WINFIELD
0404	FRIC, WBFE, WBKR	BATAVIA, FERMI NATIONAL ACCEL. LAB., WEST CHICAGO
0405	WBFE, WBKR, WBWB	FERMI NATIONAL ACCEL. LAB., UNINCORPORATED DUPAGE COUNTY, WARRENVILLE, WEST CHICAGO
0406	WBSP, WBW5, WBWB, WBWF	UNINCORPORATED DUPAGE COUNTY, WHEATON, WINFIELD
0407	FRIC, WBFE	AURORA, FERMI NATIONAL ACCEL. LAB., UNINCORPORATED DUPAGE COUNTY
0408	WBFE, WBSP, WBWB	AURORA, FERMI NATIONAL ACCEL. LAB., NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE
0409	EBRC, WBFE, WBSP, WBWB	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE, WHEATON
0501	WBKC, WBWB, WBWF	CAROL STREAM, UNINCORPORATED DUPAGE COUNTY, WHEATON, WINFIELD
0502	EBE2, EBEB, WBKC, WBSP, WBWF	CAROL STREAM, GLEN ELLYN, GLENDALE HEIGHTS, UNINCORPORATED DUPAGE COUNTY, WHEATON
0503	EBE1, EBE2, EBEB	GLEN ELLYN, GLENDALE HEIGHTS, LOMBARD, UNINCORPORATED DUPAGE COUNTY
0504	WBSP, WBWF	UNINCORPORATED DUPAGE COUNTY, WHEATON, WINFIELD
0505	EBEB, EBGL, EBWI, WBSP, WBWF	GLEN ELLYN, UNINCORPORATED DUPAGE COUNTY, WHEATON
0506	EBE3, EBEB, EBGL, EBTS	GLEN ELLYN, LOMBARD, UNINCORPORATED DUPAGE COUNTY
0507	EBRC, EBWI, WBSP, WBWB	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WHEATON
0508	EBEB, EBGL, EBRC, EBWI, WBSP	GLEN ELLYN, LISLE, UNINCORPORATED DUPAGE COUNTY, WHEATON
0509	EBEB, EBGL, EGBP, EBLA, EBTS, EBWI	DOWNERS GROVE, GLEN ELLYN, UNINCORPORATED DUPAGE COUNTY
0601	EBE1, EBEB, SCSC, SCWC	LOMBARD, UNINCORPORATED DUPAGE COUNTY, VILLA PARK

0602	EBEB, SCSC, SCSU	ELMHURST, LOMBARD, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
0603	DPAC, SCSC	ELMHURST, VILLA PARK
0604	EBE3, EBEB, EBTS, SCGC, SCSU	GLEN ELLYN, LOMBARD, UNINCORPORATED DUPAGE COUNTY
0605	EBEB, SCGC, SCOB, SCSC, SCSU	ELMHURST, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
0606	DPAC, SCGC, SCOB, SCSC, SCSU	ELMHURST, OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, VILLA PARK
0607	EBEB, EGBP, EBLA, EBTS, SCGC	DOWNERS GROVE, LOMBARD, OAK BROOK, UNINCORPORATED DUPAGE COUNTY
0608	EBLA, EBSJ, SCBW, SCGC	DOWNERS GROVE, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINCORPORATED DUPAGE COUNTY, WESTMONT
0609	DPFC, SCBW, SCGC, SCSC	HINSDALE, OAK BROOK, OAKBROOK TERRACE, WESTMONT
0701	FRIC, WBFE	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0702	FRWA, WBFE, WBWB	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE
0703	EBRC, WBCC, WBFE, WBWB	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WARRENVILLE
0704	FRIC, FRWA, WBFE	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0705	DUSG, FRWA, WBFE, WBWB	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0706	DUSG, WBCC, WBWB	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0707	DUSG, FRWA	AURORA, UNINCORPORATED DUPAGE COUNTY
0708	DUSG, FRWA	AURORA, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0709	DUSG, WBFX, WBW8, WBWB, WBWG	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0801	EBRC, WBCC, WBSR, WBWB	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0802	EBEB, EBRC, EBSJ, EBWI, WBSR	LISLE, UNINCORPORATED DUPAGE COUNTY
0803	EBEB, EBLA, EBPR, EBSJ	DOWNERS GROVE, LISLE, UNINCORPORATED DUPAGE COUNTY
0804	EBE6, WBCC, WBSR, WBW6, WBW7, WBWB	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0805	EBE6, EBE7, EBEB, EBPR, EBRC, WBSR, WBW6, WBW7	LISLE, NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
0806	EBCR, EBEB, EBPR, EBSJ	DOWNERS GROVE, LISLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
0807	DUSG, WBFX, WBW6, WBW7, WBW8, WBWB, WBWG	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY
0808	EBE6, EBE7, EBEB, WBW7, WBWB	NAPERVILLE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE

0809	DPLL, EBCR, EBE7, EBEB, EBPR	BOLINGBROOK, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
0901	EBLA, EBSJ	DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY
0902	DPFC, EBLA, EBSJ, SCBW	CLARENDON HILLS, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WESTMONT
0903	DPFC, SCBW, SCSC	CLARENDON HILLS, HINSDALE, OAK BROOK, UNINCORPORATED DUPAGE COUNTY, WESTMONT
0904	EBPR, EBSJ	DARIEN, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WESTMONT
0905	DPFC, EBPR, EBSJ, SWSW	CLARENDON HILLS, DARIEN, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WESTMONT, WILLOWBROOK
0906	DPFC, SWSW	BURR RIDGE, CLARENDON HILLS, DARIEN, HINSDALE, UNINCORPORATED DUPAGE COUNTY, WILLOWBROOK
0907	DPLL, EBCR, EBPR, SWWD	DARIEN, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
0908	DPDP, EBPR, SWSW, SWWD	DARIEN, DOWNERS GROVE, UNINCORPORATED DUPAGE COUNTY, WILLOWBROOK
0909	DPDP, DPFC, SWSW	BURR RIDGE, DARIEN, UNINCORPORATED DUPAGE COUNTY, WILLOWBROOK
1001	DPBP, DPDP, DPLL, SWSW, SWWD	ARGONNE NATIONAL LAB, BOLINGBROOK, DARIEN, LEMONT, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
1002	DPDP, SWSW, SWWD	ARGONNE NATIONAL LAB, DARIEN, UNINCORPORATED DUPAGE COUNTY
1003	DPDP, DPFC	BURR RIDGE, LEMONT, UNINCORPORATED DUPAGE COUNTY
1004	DPBP, DPDP	ARGONNE NATIONAL LAB, DARIEN, LEMONT, UNINCORPORATED DUPAGE COUNTY, WOODRIDGE
1005	DPDP, SWSW	ARGONNE NATIONAL LAB, LEMONT, UNINCORPORATED DUPAGE COUNTY
1006	DPDP	LEMONT, UNINCORPORATED DUPAGE COUNTY

FIRM Cross Index: Incorporated Areas vs. (Panel Numbers, Tributary Watersheds)

<b>Area</b>	<b>DFIRM/RFM Panel</b>	<b>Tributary Watershed</b>
ADDISON	0206, 0209, 0304, 0305, 0307, 0308	DPAC, EBAT, EBE1, EBEB, EBSM, SCSB, SCSC, SCWC
ARGONNE NATIONAL LAB	0809, 1002, 1004, 1005	DPDP, SWSW
AURORA	0407, 0408, 0701, 0702, 0704, 0705, 0707, 0708	DUSG, FRIC, FRWA, WBFE, WBWB
BARTLETT	0101, 0102, 0103, 0104, 0105, 0106	FRBC, FRNC, WBW2, WBWB
BATAVIA	0404	WBKR
BENSENVILLE	0302, 0303, 0305, 0306, 0309	DPAC, DPBD, DPWL
BLOOMINGDALE	0201, 0202, 0203, 0204, 0205, 0206, 0207, 0208, 0209	EBAT, EBEB, EBSM, SCSB, WBKC, WBW1, WBW4, WBWB
BOLINGBROOK	0809	DPLL, EBEB
BURR RIDGE	0906, 0909, 1003	DPDP, DPFC, SWSW
CAROL STREAM	0106, 0109, 0204, 0205, 0207, 0208, 0501, 0502	EBAR, WBKC, WBW4, WBWB, WBWF
CHICAGO	0303, 0306	DPBD, DPCT, DPWL
CLARENDON HILLS	0902, 0903, 0905, 0906	DPFC, SCBW
DARIEN	0809, 0904, 0905, 0906, 0907, 0908, 0909, 1002, 1003, 1004	DPBP, DPDP, DPFC, DPLL, EBPR, EBSJ, SWSW, SWWD
DOWNERS GROVE	0509, 0607, 0608, 0803, 0806, 0901, 0902, 0904, 0905, 0907, 0908	EBEB, EGBP, EBLA, EBPR, EBSJ, EBTS, SCBW, SCGC, SWSW, SWWD
ELK GROVE VILLAGE	0302, 0303	DPWL, SCSC
ELMHURST	0308, 0309, 0602, 0603, 0605, 0606	DPAC, SCSC, SCSU
FERMI NATIONAL ACCEL. LAB.	0401, 0402, 0404, 0405, 0407, 0408	FRIC, WBFE, WBKR, WBWB
GLEN ELLYN	0502, 0503, 0505, 0506, 0508, 0509, 0604	EBE2, EBEB, EBGL, EBWI, WBSP, WBWF
GLENDALE HEIGHTS	0205, 0206, 0208, 0209, 0502, 0503	EBAR, EBAT, EBE2, EBEB, WBKC, WBWF
HANOVER PARK	0103, 0106, 0201, 0204	WBKC, WBW1, WBW2, WBW4, WBWB
HINSDALE	0609, 0903, 0906	DPFC, SCBW, SCSC
ITASCA	0203, 0206, 0301, 0302, 0304	SCDA, SCSB, SCSC
LEMONT	0809, 1003, 1004, 1005, 1006	DPBP, DPDP, SWSW
LISLE	0507, 0508, 0801, 0802, 0803, 0804, 0805, 0806	EBE6, EBEB, EBPR, EBRC, EBSJ, EBWI, WBSR, WBW6, WBW7

LOMBARD	0209, 0307, 0503, 0506, 0509, 0601, 0602, 0604, 0605, 0607, 0608	EBE1, EBE3, EBEB, EBGL, EGBP, EBLA, EBTS, SCGC, SCSC, SCSU, SCWC
NAPERVILLE	0408, 0409, 0507, 0701, 0702, 0703, 0704, 0705, 0706, 0708, 0709, 0801, 0804, 0805, 0807, 0808	DUSG, EBE6, EBE7, EBEB, EBRC, FRWA, WBCC, WBFE, WBFX, WBSR, WBW6, WBW7, WBW8, WBWB, WBWG
OAK BROOK	0605, 0606, 0607, 0608, 0609, 0903	EBLA, SCBW, SCGC, SCOB, SCSC
OAKBROOK TERRACE	0605, 0606, 0608, 0609	SCGC, SCOB, SCSC, SCSU
ROSELLE	0201, 0202, 0203, 0205	SCSB, WBW1, WBWB
SCHAUMBURG	0202	SCSB, WBWB
ST, CHARLES	0104, 0107	FRNC, WBKR
UNINCORPORATED DUPAGE COUNTY	0101, 0102, 0103, 0104, 0105, 0106, 0107, 0108, 0109, 0201, 0202, 0203, 0204, 0205, 0206, 0207, 0208, 0209, 0301, 0302, 0304, 0305, 0306, 0307, 0308, 0309, 0401, 0402, 0403, 0405, 0406, 0407, 0408, 0409, 0501, 0502, 0503, 0504, 0505, 0506, 0507, 0508, 0509, 0601, 0602, 0604, 0605, 0606, 0607, 0608, 0701, 0702, 0703, 0704, 0705, 0706, 0707, 0708, 0709, 0801, 0802, 0803, 0804, 0805, 0806, 0807, 0808, 0809, 0901, 0902, 0903, 0904, 0905, 0906, 0907, 0908, 0909, 1002, 1003, 1004, 1005, 1006	DPAC, DPBD, DPBP, DPDP, DPFC, DPLL, DPWL, DUSG, EBAR, EBAT, EBCR, EBE1, EBE2, EBE3, EBE6, EBE7, EBEB, EBGL, EGBP, EBLA, EBPR, EBRC, EBSJ, EBSM, EBTS, EBWI, FRBC, FRIC, FRNC, FRWA, SCBW, SCDA, SCGC, SCOB, SCSB, SCSC, SCSU, SCWC, SWSW, SWWD, WBCC, WBFE, WBFX, WBKC, WBKR, WBSP, WBSR, WBW1, WBW2, WBW3, WBW4, WBW5, WBW6, WBW7, WBW8, WBWB, WBWF, WBWG
VILLA PARK	0307, 0308, 0601, 0602, 0603, 0605, 0606	SCSC, SCSU, SCWC
WARRENVILLE	0405, 0408, 0409, 0702, 0703	EBRC, WBCC, WBFE, WBSP, WBWB
WAYNE	0101, 0104, 0105	FRBC, FRNC, WBWB
WEST CHICAGO	0104, 0107, 0108, 0109, 0401, 0402, 0403, 0404, 0405	FRNC, WBKR, WBW3, WBW4, WBW5, WBWB
WESTMONT	0608, 0609, 0902, 0903, 0904, 0905	DPFC, EBSJ, SCBW, SCGC
WHEATON	0406, 0409, 0501, 0502, 0504, 0505, 0507, 0508	EBEB, EBGL, EBRC, EBWI, WBKC, WBSP, WBWF
WILLOWBROOK	0905, 0906, 0908, 0909	DPFC, SWSW
WINFIELD	0207, 0403, 0406, 0501, 0504	WBKC, WBW5, WBWB, WBWF
WOOD DALE	0301, 0302, 0304, 0305, 0306	DPAC, DPBD, DPWL, SCSB, SCSC, SCWC
WOODRIDGE	0805, 0806, 0808, 0809, 0904, 0907, 1004	DPBP, DPDP, DPLL, EBCR, EBE6, EBE7, EBEB, EBPR, SWSW, SWWD

**RFM Tiling Scheme Cross Index: Tributary Watersheds vs (Panel Numbers, Incorporated Areas)**

Tribshed	DFIRM/RFM Panel	Incorporated Areas / Unincorporated Areas
Des Plaines River, Addison Creek (DPAC)	0078 0079 0083 0086 0087 0089 0091 0093 0181	ADDISON, BENSENVILLE, ELMHURST, UNINC, WOOD DALE
Des Plaines River, Bensenville Ditch (DPBD)	0077 0078 0079 0081 0083 0091	BENSENVILLE, CHICAGO, UNINC, WOOD DALE
Des Plaines River, Black Partridge Creek (DPBP)	0257 0259 0267	DARIEN, LEMONT, UNINC, WOODRIDGE
Des Plaines River, Crystal Creek (DPCT)	0081	CHICAGO
Des Plaines River, Main Stem (DPDP)	0259 0267 0277 0278 0279 0281 0283 0286 0287	ARGONNE NATIONAL LAB*, BURR RIDGE, DARIEN, LEMONT, UNINC, WOODRIDGE
Des Plaines River, Flagg Creek (DPFC)	0183 0186 0187 0188 0189 0191 0193 0277 0281 0283	BURR RIDGE, CLARENDON HILLS, DARIEN, HINSDALE, UNINC, WESTMONT, WILLOWBROOK
Des Plaines River, Willow Creek (DPWL)	0076 0077 0078 0079 0081 0083	BENSENVILLE, CHICAGO, ELK GROVE VILLAGE, UNINC, WOOD DALE
DuPage River, Lily Cache (DULC)	0256 0257 0259	BOLINGBROOK, DARIEN, UNINC, WOODRIDGE
DuPage River, Spring Brook #2 (DUSG)	0139 0143 0226 0227 0231 0232	AURORA, NAPERVILLE, UNINC
East Branch DuPage River, Armitage Creek (EBAR)	0061 0062 0064 0066 0068	CAROL STREAM, GLENDALE HEIGHTS, UNINC
East Branch DuPage River, Army Trail Road Tributary (EBAT)	0058 0066	ADDISON, BLOOMINGDALE, UNINC
East Branch DuPage River, Crabtree Creek (EBCR)	0168 0169 0252 0256 0257	UNINC, WOODRIDGE
East Branch DuPage River, Tributary #1 (EBE1)	0066 0067 0068 0069	ADDISON, GLEN ELLYN, LOMBARD, UNINC
East Branch DuPage River, Tributary #2 (EBE2)	0062 0064 0066 0068	GLEN ELLYN, GLENDALE HEIGHTS, UNINC
East Branch DuPage River, Tributary #3 (EBE3)	0156 0157	LOMBARD, UNINC
East Branch DuPage River, Tributary #6 (EBE6)	0161 0162 0163 0164	LISLE, NAPERVILLE, UNINC, WOODRIDGE
East Branch DuPage River, Tributary #7 (EBE7)	0163 0164 0251 0252	NAPERVILLE, UNINC, WOODRIDGE
East Branch DuPage River, Main Stem (EBEB)	0053 0054 0058 0062 0064 0066 0067 0068 0069 0088 0152 0154 0156 0157 0158 0159 0161 0162 0164 0166 0168 0176 0232 0251 0252 0256	ADDISON, BLOOMINGDALE, BOLINGBROOK, DOWNERS GROVE, GLEN ELLYN, GLENDALE HEIGHTS, LISLE, LOMBARD, NAPERVILLE, UNINC, WHEATON, WOODRIDGE
East Branch DuPage River, Glen Crest Creek (EBGL)	0152 0154 0156 0158	GLEN ELLYN, LOMBARD, UNINC, WHEATON
East Branch DuPage River, Glen Park Tributary (EBGP)	0158 0159	DOWNERS GROVE, LOMBARD, UNINC
East Branch DuPage River, Lacey Creek (EBLA)	0158 0159 0166 0167 0178 0186	DOWNERS GROVE, LOMBARD, OAK BROOK, UNINC
East Branch DuPage River, Prentiss Creek (EBPR)	0162 0164 0166 0168 0169 0188 0257 0276	DARIEN, DOWNERS GROVE, LISLE, UNINC, WOODRIDGE
East Branch DuPage River, Rott Creek (EBRC)	0134 0142 0153 0161 0162	LISLE, NAPERVILLE, UNINC, WARRENVILLE, WHEATON
East Branch DuPage River, St. Joseph Creek (EBSJ)	0158 0159 0162 0166 0167 0168 0169 0178 0186 0188	DARIEN, DOWNERS GROVE, LISLE, UNINC, WESTMONT
East Branch DuPage River, Swift Meadows Tributary (EBSM)	0058 0066	ADDISON, BLOOMINGDALE, UNINC
East Branch DuPage River, 22 <sup>nd</sup> Street (EBTS)	0156 0157 0158 0159	DOWNERS GROVE, LOMBARD, UNINC

East Branch DuPage River, Willoway Brook (EBWI)	0151 0152 0153 0154 0161 0162	GLEN ELLYN, LISLE, UNINC, WHEATON
Fox River, Brewster Creek (FRBC)	0007 0009 0026 0027 0028 0029	BARTLETT, UNINC, WAYNE
Fox River, Indian Creek (FRIC)	0107 0109 0117 0119 0128 0136 0138	AURORA, FERMI NATIONAL ACCEL. LAB*, UNINC
Fox River, Norton Creek (FRNC)	0009 0017 0028 0029 0036 0037	BARTLETT, ST CHARLES, UNINC, WAYNE, WEST CHICAGO
Fox River, Waubensee Creek (FRWA)	0119 0136 0137 0138 0139 0141 0207 0226 0227	AURORA, NAPERVILLE, UNINC
Salt Creek, Bronswood Tributary (SCBW)	0178 0179 0183 0186 0187 0191	CLARENDON HILLS, HINSDALE, OAK BROOK, UNINC, WESTMONT
Salt Creek, Devon Avenue Tributary (SCDA)	0056 0057 0076	ITASCA, UNINC, WOOD DALE
Salt Creek, Ginger Creek (SCGC)	0157 0159 0176 0177 0178 0179	DOWNERS GROVE, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINC, WESTMONT
Salt Creek, Oak Brook Tributary (SCOB)	0176 0177	OAK BROOK, OAKBROOK TERRACE, UNINC
Salt Creek, Spring Brook Creek (SCSB)	0051 0052 0053 0054 0056 0057 0058 0059 0076 0078	ADDISON, BLOOMINGDALE, ITASCA, ROSELLE, SCHAUMBURG, UNINC, WOOD DALE
Salt Creek, Main Stem (SCSC)	0057 0059 0067 0069 0076 0078 0086 0087 0088 0089 0093 0176 0177 0179 0181 0183 0187 0191	ADDISON, ELK GROVE VILLAGE, ELMHURST, HINSDALE, ITASCA, LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINC, VILLA PARK, WOOD DALE
Salt Creek, Sugar Creek (SCSU)	0088 0089 0157 0176 0177	ELMHURST, LOMBARD, OAKBROOK TERRACE, UNINC, VILLA PARK
Salt Creek, Westwood Creek (SCWC)	0058 0059 0066 0067 0069 0078 0086 0088	ADDISON, LOMBARD, UNINC, VILLA PARK, WOOD DALE
Sawmill Creek, Main Stem (SWSW)	0188 0189 0193 0257 0259 0276 0277 0278 0279 0281	ARGONNE NATIONAL LAB*, BURR RIDGE, DARIEN, DOWNERS GROVE, LEMONT, UNINC, WILLOWBROOK, WOODRIDGE
Sawmill Creek, Ward Creek (SWWD)	0169 0188 0257 0259 0276	DARIEN, DOWNERS GROVE, UNINC, WOODRIDGE
West Branch DuPage River, Cress Creek (WBCC)	0141 0142 0143 0144 0161	NAPERVILLE, UNINC, WARRENVILLE
West Branch DuPage River, Ferry (WBFE)	0107 0109 0126 0127 0128 0129 0133 0136 0137 0138 0141	AURORA, FERMI NATIONAL ACCEL. LAB*, NAPERVILLE, UNINC, WARRENVILLE
West Branch DuPage River, South of Foxcroft Tributary (WBFX)	0232	NAPERVILLE, UNINC
West Branch DuPage River, Klein Creek (WBKC)	0034 0041 0042 0043 0044 0053 0054 0061 0062 0063	BLOOMINGDALE, CAROL STREAM, GLENDALE HEIGHTS, HANOVER PARK, UNINC, WHEATON, WINFIELD
West Branch DuPage River, Kress Creek (WBKR)	0017 0019 0036 0037 0038 0039 0107 0109 0126 0127	BATAVIA, FERMI NATIONAL ACCEL. LAB*, ST CHARLES, UNINC, WEST CHICAGO
West Branch DuPage River, Spring Brook #1 (WBSP)	0063 0064 0129 0131 0132 0133 0134 0151 0152 0153 0154	GLEN ELLYN, UNINC, WARRENVILLE, WHEATON
West Branch DuPage River, Steeple Run Tributary (WBSR)	0142 0144 0161 0163	LISLE, NAPERVILLE, UNINC
West Branch DuPage River, Tributary #1 (WBW1)	0032 0034 0051 0053	BLOOMINGDALE, HANOVER PARK, ROSELLE, UNINC
West Branch DuPage River, Tributary #2 WBW2)	0027 0031 0032 0033	BARTLETT, HANOVER PARK, UNINC
West Branch DuPage River, Tributary #3 (WBW3)	0037 0039 0041 0043	UNINC, WEST CHICAGO



West Branch DuPage River, Tributary #4 (WBW4)	0033 0034 0041 0042 0043	BLOOMINGDALE, CAROL STREAM, HANOVER PARK, UNINC, WEST CHICAGO
West Branch DuPage River, Tributary #5 (WBW5)	0039 0043 0131	UNINC, WEST CHICAGO, WINFIELD
West Branch DuPage River, Tributary #6 (WBW6)	0144 0163	LISLE, NAPERVILLE, UNINC
West Branch DuPage River, Tributary #7 (WBW7)	0144 0163 0232 0251	LISLE, NAPERVILLE, UNINC
West Branch DuPage River, Tributary #8 (WBW8)	0232	NAPERVILLE, UNINC
West Branch DuPage River, Main Stem (WBWB)	0027 0028 0029 0031 0032 0033 0034 0037 0039 0041 0043 0044 0051 0052 0053 0126 0127 0129 0131 0132 0133 0134 0137 0139 0141 0142 0143 0144 0163 0232 0251 0252	AURORA, BARTLETT, BLOOMINGDALE, CAROL STREAM, FERMILAB NATIONAL ACCEL. LAB*, HANOVER PARK, NAPERVILLE, ROSELLE, SCHAUMBURG, UNINC, WARRENVILLE, WAYNE, WEST CHICAGO, WINFIELD
West Branch DuPage River, Winfield Creek (WBWF)	0044 0061 0062 0063 0064 0131 0132 0151 0152	CAROL STREAM, GLEN ELLYN, GLENDALE HEIGHTS, UNINC, WHEATON, WINFIELD
West Branch DuPage River, Winding Creek (WBWG)	0143 0144 0231 0232	NAPERVILLE, UNINC

Argonne Nat'l Lab. and Fermi Nat'l Accel. Lab. are not formally incorporated jurisdictions, but rather are U. S. Federal Lands and are included herein for Stormwater Management purposes only.

**RFM Tiling Scheme Cross Index: Panel Numbers vs (Tributary Watersheds, Incorporated Areas)**

Panel	Tributary Watershed	Incorporated Areas / Unincorporated Areas
0007	FRBC	BARTLETT, UNINC
0009	FRBC FRNC	UNINC, WAYNE
0017	FRNC WBKR	ST CHARLES, UNINC, WAYNE, WEST CHICAGO
0019	WBKR	UNINC, WEST CHICAGO
0026	FRBC	BARTLETT, UNINC
0027	FRBC WBW2 WBWB	BARTLETT, UNINC
0028	FRBC FRNC WBWB	BARTLETT, UNINC, WAYNE
0029	FRBC FRNC WBWB	BARTLETT, UNINC, WAYNE
0031	WBW2 WBWB	BARTLETT, HANOVER PARK, UNINC
0032	WBW1 WBW2 WBWB	BARTLETT, HANOVER PARK, ROSELLE, UNINC
0033	WBW2 WBW4 WBWB	BARTLETT, CAROL STREAM, HANOVER PARK, UNINC
0034	WBKC WBW1 WBW4 WBWB	BLOOMINGDALE, CAROL STREAM, HANOVER PARK, UNINC
0036	FRNC WBKR	ST CHARLES, UNINC, WAYNE, WEST CHICAGO
0037	FRNC WBKR WBW3 WBWB	UNINC, WAYNE, WEST CHICAGO
0038	WBKR	UNINC, WEST CHICAGO
0039	WBKR WBW3 WBW5 WBWB	UNINC, WEST CHICAGO
0041	WBKC WBW3 WBW4 WBWB	CAROL STREAM, UNINC, WEST CHICAGO
0042	WBKC WBW4	CAROL STREAM, UNINC
0043	WBKC WBW3 WBW4 WBW5 WBWB	UNINC, WEST CHICAGO, WINFIELD
0044	WBKC WBWB WBWF	CAROL STREAM, UNINC, WHEATON, WINFIELD
0051	SCSB WBW1 WBWB	HANOVER PARK, ROSELLE, SCHAUMBURG, UNINC
0052	SCSB WBWB	BLOOMINGDALE, ROSELLE, SCHAUMBURG, UNINC
0053	EBEB SCSB WBKC WBW1 WBWB	BLOOMINGDALE, CAROL STREAM, GLENDALE HEIGHTS, ROSELLE, UNINC
0054	EBEB SCSB WBKC	BLOOMINGDALE, GLENDALE HEIGHTS, ROSELLE, UNINC
0056	SCDA SCSB	ITASCA, ROSELLE, UNINC
0057	SCDA SCSB SCSC	ITASCA, UNINC
0058	EBAT EBEB EBSM SCSB SCWC	ADDISON, BLOOMINGDALE, ITASCA, UNINC
0059	SCSB SCSC SCWC	ADDISON, ITASCA, UNINC, WOOD DALE
0061	EBAR WBKC WBWF	BLOOMINGDALE, CAROL STREAM, GLENDALE HEIGHTS, UNINC
0062	EBAR EBE2 EBEB WBKC WBWF	BLOOMINGDALE, GLENDALE HEIGHTS, UNINC

0063	WBKC WBSP WBWF	CAROL STREAM, GLENDALE HEIGHTS, UNINC, WHEATON
0064	EBAR EBE2 EBEB WBSP WBWF	CAROL STREAM, GLEN ELLYN, GLENDALE HEIGHTS, UNINC, WHEATON
0066	EBAR EBAT EBE1 EBE2 EBEB EBSM SCWC	ADDISON, BLOOMINGDALE, GLENDALE HEIGHTS, LOMBARD, UNINC
0067	EBE1 EBEB SCSC SCWC	ADDISON, LOMBARD, UNINC
0068	EBAR EBE1 EBE2 EBEB	GLEN ELLYN, GLENDALE HEIGHTS, LOMBARD, UNINC
0069	EBE1 EBEB SCSC SCWC	LOMBARD, UNINC, VILLA PARK
0076	DPWL SCDA SCSB SCSC	BENSENVILLE, ELK GROVE VILLAGE, ITASCA, UNINC, WOOD DALE
0077	DPBD DPWL	BENSENVILLE, CHICAGO, ELK GROVE VILLAGE, UNINC, WOOD DALE
0078	DPAC DPBD DPWL SCSB SCSC SCWC	ADDISON, ITASCA, UNINC, WOOD DALE
0079	DPAC DPBD DPWL	ADDISON, BENSENVILLE, CHICAGO, UNINC, WOOD DALE
0081	DPBD DPCT DPWL	CHICAGO
0083	DPAC DPBD DPWL	BENSENVILLE, CHICAGO, UNINC
0086	DPAC SCSC SCWC	ADDISON, UNINC, VILLA PARK
0087	DPAC SCSC	ADDISON, BENSENVILLE, ELMHURST, UNINC, VILLA PARK
0088	EBEB SCSC SCSU SCWC	ADDISON, ELMHURST, LOMBARD, UNINC, VILLA PARK
0089	DPAC SCSC SCSU	ELMHURST, UNINC, VILLA PARK
0091	DPAC DPBD	BENSENVILLE, ELMHURST, UNINC
0093	DPAC SCSC	ELMHURST
0107	FRIC WBFE WBKR	BATAVIA, FERMI NATIONAL ACCEL. LAB*, UNINC, WEST CHICAGO
0109	FRIC WBFE WBKR	AURORA, FERMI NATIONAL ACCEL. LAB*, UNINC
0117	FRIC	AURORA, UNINC
0119	FRIC FRWA	AURORA, UNINC
0126	WBFE WBKR WBWB	FERMI NATIONAL ACCEL. LAB*, UNINC, WEST CHICAGO
0127	WBFE WBKR WBWB	FERMI NATIONAL ACCEL. LAB*, UNINC, WARRENVILLE, WEST CHICAGO
0128	FRIC WBFE	AURORA, FERMI NATIONAL ACCEL. LAB*, UNINC
0129	WBFE WBSP WBWB	AURORA, FERMI NATIONAL ACCEL. LAB*, NAPERVILLE, UNINC, WARRENVILLE
0131	WBSP WBW5 WBWB WBWF	UNINC, WEST CHICAGO, WINFIELD
0132	WBSP WBWB WBWF	UNINC, WHEATON, WINFIELD
0133	WBFE WBSP WBWB	NAPERVILLE, UNINC, WARRENVILLE
0134	EBRC WBSP WBWB	NAPERVILLE, UNINC, WARRENVILLE, WHEATON
0136	FRIC FRWA WBFE	AURORA, NAPERVILLE, UNINC
0137	FRWA WBFE WBWB	AURORA, NAPERVILLE, UNINC, WARRENVILLE

0138	FRIC FRWA WBFE	AURORA, NAPERVILLE, UNINC
0139	DUSG FRWA WBWB	AURORA, NAPERVILLE, UNINC
0141	FRWA WBCC WBFE WBWB	NAPERVILLE, UNINC, WARRENVILLE
0142	EBRC WBCC WBSR WBWB	NAPERVILLE, UNINC, WARRENVILLE
0143	DUSG WBCC WBWB WBWG	NAPERVILLE, UNINC
0144	WBCC WBSR WBW6 WBW7 WBWB WBWG	NAPERVILLE, UNINC
0151	EBWI WBSP WBWF	UNINC, WHEATON
0152	EBEB EBGL EBWI WBSP WBWF	GLEN ELLYN, UNINC, WHEATON
0153	EBRC EBWI WBSP	LISLE, NAPERVILLE, UNINC, WHEATON
0154	EBEB EBGL EBWI WBSP	GLEN ELLYN, UNINC, WHEATON
0156	EBE3 EBEB EBGL EBTS	GLEN ELLYN, LOMBARD, UNINC
0157	EBE3 EBEB EBTS SCGC SCSU	GLEN ELLYN, LOMBARD, UNINC
0158	EBEB EBGL EBG EBLA EBSJ EBTS	DOWNERS GROVE, GLEN ELLYN, LOMBARD, UNINC
0159	EBEB EBG EBLA EBSJ EBTS SCGC	DOWNERS GROVE, LOMBARD, UNINC
0161	EBE6 EBEB EBRC EBWI WBCC WBSR	LISLE, NAPERVILLE, UNINC
0162	EBE6 EBEB EBPR EBRC EBSJ EBWI	LISLE, UNINC
0163	EBE6 EBE7 WBSR WBW6 WBW7 WBWB	LISLE, NAPERVILLE, UNINC
0164	EBE6 EBE7 EBEB EBPR	LISLE, NAPERVILLE, UNINC, WOODRIDGE
0166	EBEB EBLA EBPR EBSJ	DOWNERS GROVE, LISLE, UNINC
0167	EBLA EBSJ	DOWNERS GROVE, UNINC
0168	EBCR EBEB EBPR EBSJ	DOWNERS GROVE, UNINC, WOODRIDGE
0169	EBCR EBPR EBSJ SWWD	DARIEN, DOWNERS GROVE, UNINC, WOODRIDGE
0176	EBEB SCGC SCOB SCSC SCSU	LOMBARD, OAK BROOK, OAKBROOK TERRACE, UNINC, VILLA PARK
0177	SCGC SCOB SCSC SCSU	ELMHURST, OAK BROOK, OAKBROOK TERRACE, UNINC, VILLA PARK
0178	EBLA EBSJ SCBW SCGC	DOWNERS GROVE, LOMBARD, OAK BROOK, UNINC, WESTMONT
0179	SCBW SCGC SCSC	HINSDALE, OAK BROOK, WESTMONT
0181	DPAC SCSC	ELMHURST, OAK BROOK, UNINC
0183	DPFC SCBW SCSC	HINSDALE, OAK BROOK
0186	DPFC EBLA EBSJ SCBW	CLARENDON HILLS, DOWNERS GROVE, UNINC, WESTMONT
0187	DPFC SCBW SCSC	CLARENDON HILLS, HINSDALE, UNINC, WESTMONT, WILLOWBROOK
0188	DPFC EBPR EBSJ SWSW SWWD	DARIEN, DOWNERS GROVE, UNINC, WESTMONT
0189	DPFC SWSW	DARIEN, UNINC, WESTMONT, WILLOWBROOK

0191	DPFC SCBW SCSC	BURR RIDGE, HINSDALE, UNINC
0193	DPFC SWSW	BURR RIDGE, HINSDALE, UNINC, WILLOWBROOK
0207	FRWA	AURORA, UNINC
0226	DUSG FRWA	AURORA, UNINC
0227	DUSG FRWA	AURORA, NAPERVILLE, UNINC
0231	DUSG WBWG	NAPERVILLE, UNINC
0232	DUSG EBEB WBFX WBW7 WBW8 WBWB WBWG	NAPERVILLE, UNINC
0251	EBE7 EBEB WBW7 WBWB	NAPERVILLE, UNINC
0252	EBCR EBE7 EBEB WBWB	NAPERVILLE, UNINC, WOODRIDGE
0256	DULC EBCR EBEB	BOLINGBROOK, UNINC, WOODRIDGE
0257	DPBP DULC EBCR EBPR SWSW SWWD	DARIEN, UNINC, WOODRIDGE
0259	DPBP DPDP DULC SWSW SWWD	BOLINGBROOK, DARIEN, LEMONT, UNINC, WOODRIDGE
0267	DPBP DPDP	LEMONT, UNINC, WOODRIDGE
0276	EBPR SWSW SWWD	ARGONNE NATIONAL LAB*, DARIEN, DOWNERS GROVE, UNINC
0277	DPDP DPFC SWSW	ARGONNE NATIONAL LAB*, BURR RIDGE, DARIEN, UNINC, WILLOWBROOK
0278	DPDP SWSW	ARGONNE NATIONAL LAB*, DARIEN, LEMONT, UNINC
0279	DPDP SWSW	ARGONNE NATIONAL LAB*, BURR RIDGE, LEMONT, UNINC
0281	DPDP DPFC SWSW	BURR RIDGE, UNINC, WILLOWBROOK
0283	DPDP DPFC	BURR RIDGE, UNINC
0286	DPDP	LEMONT, UNINC
0287	DPDP	LEMONT

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**RFM Tiling Scheme Cross Index: Incorporated Areas vs (Panel Numbers, Tributary Watersheds)**

Incorporated/Uninc. Area	DFIRM/RFM Panel	Tributary Watershed
ADDISON	0058 0059 0066 0067 0078 0079 0086 0087 0088	DPAC EBAT EBE1 EBEB EBSM SCSB SCSC SCWC
ARGONNE NATIONAL LAB*	0276 0277 0278 0279	DPDP SWSW
AURORA	0109 0117 0119 0128 0129 0136 0137 0138 0139 0207 0226 0227	DUSG FRIC FRWA WBFE WBWB
BARTLETT	0007 0026 0027 0028 0029 0031 0032 0033	FRBC FRNC WBW2 WBWB
BATAVIA	0107	WBKR
BENSENVILLE	0076 0077 0079 0083 0087 0091	DPAC DPBD DPWL
BLOOMINGDALE	0034 0052 0053 0054 0058 0061 0062 0066	EBAT EBEB EBSM SCSB WBKC WBW1 WBW4 WBWB
BOLINGBROOK	0256 0259	DULC EBEB
BURR RIDGE	0191 0193 0277 0279 0281 0283	DPDP DPFC SWSW
CAROL STREAM	0033 0034 0041 0042 0044 0053 0061 0063 0064	EBAR WBKC WBW4 WBWB WBWF
CHICAGO	0077 0079 0081 0083	DPBD DPCT DPWL
CLARENDON HILLS	0186 0187	DPFC SCBW
DARIEN	0169 0188 0189 0257 0259 0276 0277 0278	DPBP DPDP DPFC DULC EBPR EBSJ SWSW SWWD
DOWNERS GROVE	0158 0159 0166 0167 0168 0169 0178 0186 0188 0276	EBEB EBGD EBLA EBPR EBSJ EBTS SCGC SWSW SWWD
ELK GROVE VILLAGE	0076 0077	DPWL SCSC
ELMHURST	0087 0088 0089 0091 0093 0177 0181	DPAC SCSC SCSU
FERMI NATIONAL ACCEL. LAB**	0107 0109 0126 0127 0128 0129	FRIC WBFE WBKR WBWB
GLEN ELLYN	0064 0068 0152 0154 0156 0157 0158	EBE1 EBE2 EBEB EBGL EBWI WBSP WBWF
GLENDALE HEIGHTS	0053 0054 0061 0062 0063 0064 0066 0068	EBAR EBE2 EBEB WBKC WBWF
HANOVER PARK	0031 0032 0033 0034 0051	WBKC WBW1 WBW2 WBW4 WBWB
HINSDALE	0179 0183 0187 0191 0193	DPFC SCBW SCSC
ITASCA	0056 0057 0058 0059 0076 0078	SCDA SCSB SCSC
LEMONT	0259 0267 0278 0279 0286 0287	DPBP DPDP SWSW
LISLE	0153 0161 0162 0163 0164 0166	EBE6 EBEB EBPR EBRC EBSJ EBWI WBSR WBW6 WBW7
LOMBARD	0066 0067 0068 0069 0088 0156 0157 0158 0159 0176 0178	EBE1 EBE3 EBEB EBGL EBGD EBLA EBTS SCGC SCSC SCSU SCWC
NAPERVILLE	0129 0133 0134 0136 0137 0138 0139 0141 0142 0143 0144 0153 0161 0163 0164 0227 0231 0232 0251 0252	DUSG EBE6 EBE7 EBEB EBRC FRWA WBCC WBFE WBFX WBSR WBW6 WBW7 WBW8 WBWB WBWG
OAK BROOK	0176 0177 0178 0179 0181 0183	EBLA SCBW SCGC SCOB SCSC
OAKBROOK TERRACE	0176 0177	SCGC SCOB SCSC SCSU
ROSELLE	0032 0051 0052 0053 0054 0056	SCSB WBW1 WBWB

SCHAUMBURG	0051 0052	SCSB WBWB
ST CHARLES	0017 0036	FRNC WBKR
UNINC	0007 0009 0017 0019 0026 0027 0028 0029 0031 0032 0033 0034 0036 0037 0038 0039 0041 0042 0043 0044 0051 0052 0053 0054 0056 0057 0058 0059 0061 0062 0063 0064 0066 0067 0068 0069 0076 0077 0078 0079 0083 0086 0087 0088 0089 0091 0107 0109 0117 0119 0126 0127 0128 0129 0131 0132 0133 0134 0136 0137 0138 0139 0141 0142 0143 0144 0151 0152 0153 0154 0156 0157 0158 0159 0161 0162 0163 0164 0166 0167 0168 0169 0176 0177 0178 0181 0186 0187 0188 0189 0191 0193 0207 0226 0227 0231 0232 0251 0252 0256 0257 0259 0267 0276 0277 0278 0279 0281 0283 0286	DPAC DPBD DPBP DPDP DPFC DPWL DULC DUSG EBAR EBAT EBCR EBE1 EBE2 EBE3 EBE6 EBE7 EBEB EBGL EGBP EBLA EBPR EBRC EBSJ EBSM EBTS EBWI FRBC FRIC FRNC FRWA SCBW SCDA SCGC SCOB SCSB SCSC SCSU SCWC SWSW SWWD WBCC WBF E WBFX WBKC WBKR WBSR WBSR WBW1 WBW2 WBW3 WBW4 WBW5 WBW6 WBW7 WBW8 WBWB WBWF WBWG
VILLA PARK	0069 0086 0087 0088 0089 0176 0177	SCSC SCSU SCWC
WARRENVILLE	0127 0129 0133 0134 0137 0141 0142	EBRC WBCC WBF E WBSR WBWB
WAYNE	0009 0017 0028 0029 0036 0037	FRBC FRNC WBWB
WEST CHICAGO	0017 0019 0036 0037 0038 0039 0041 0043 0107 0126 0127 0131	FRNC WBKR WBW3 WBW4 WBW5 WBWB
WESTMONT	0178 0179 0186 0187 0188 0189	DPFC EBSJ SCBW SCGC
WHEATON	0044 0063 0064 0132 0134 0151 0152 0153 0154	EBEB EBGL EBRC EBWI WBKC WBSR WBSR
WILLOWBROOK	0187 0189 0193 0277 0281	DPFC SWSW
WINFIELD	0043 0044 0131 0132	WBKC WBW5 WBWB WBWF
WOOD DALE	0059 0076 0077 0078 0079	DPAC DPBD DPWL SCDA SCSB SCSC SCWC
WOODRIDGE	0164 0168 0169 0252 0256 0257 0259 0267	DPBP DPDP DULC EBCR EBE6 EBE7 EBEB EBPR SWSW SWWD

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**LEGEND:**

- REG - Illinois Department of Transportation Division of Water Resources Regulatory Flood Plain Lower Salt Creek Maps
- FBFW - Federal Emergency Management Agency flood Boundary and Floodway Maps
- RFM - Regulatory Floodplain Map maintained by DuPage County Stormwater Management
- FIRM - Federal Emergency Management Agency Flood Insurance Rate Maps
- FIS - Flood Insurance Studies
- C-PN - Community-Panel Number
- E.D. - Effective Date
- \* - See LOMR or LOMA

\*\*Note\*\*

- 1.) LOMA's and LOMR's are available at the County, Stormwater Management
- 2.) LOMA's and LOMR's may have been obtained which will effect flood elevations and limits, and/or floodway locations. The local communities will have records of these changes.



**SCHEDULE A  
STORMWATER REVIEW PERMIT FEES**

**Application Fee -- \$200**

*In addition to the application fee, the following fees will apply as appropriate:  
(permit fees are non-refundable once review has begun)*

<u>REVIEW CATEGORY</u>	<u>FEE</u>	<u>REVIEW CATEGORY</u>	<u>FEE</u>
<b>Stormwater Submittals</b> <i>(outside Special Management Areas)</i>		<b>Wetland Submittal</b> <i>(special management area)</i>	
S.F. Home on a single parcel and/or >5000 sq. ft. disturbed	\$50	Wetland Review (includes the review of the delineation, status determination, and development impact to the wetland)	
Small Site - no detention required (<1 acre non-residential. or <3 acre resid.)	\$890	Developments < 1 acre	\$460
Small Site - detention required (1-5 acre non-residential subdivision or PUD, or 3-10 acre residential subdivision)	\$2,215	Developments 1-10 acres	\$710
Large Site - detention required (>5 acre non-residential subdivision or PUD, and >10 acre residential subdivision)	\$3,545 (plus \$30/ac over thresholds)	Developments 10-50 acres	\$960
Roads (per linear mile)	\$105 + \$500/mile (1 mile minimum)	Developments > 50 acres	\$1,200
<b>Flood Plain Submittals</b> <i>(Special Management Area)</i>		Wetland Mitigation Plans (on site or off site)	
Non-insurable accessory structure or small accessory structure - S.F. Home	\$0	Mitigated wetlands < 0.5 acre	\$1,160
S.F. Home, flood plain	\$490	<i>re-inspection fee</i>	\$200
Small site, flood plain (development w/o detention in regulatory flood plain, outside the reg. floodway - i.e. comp. Storage)	\$1,200	Mitigated wetlands 0.5 - 2.0 acres	\$1,260
Detention site, floodplain (development with detention in the regulatory flood plain outside the regulatory floodway)	\$1,340	<i>re-inspection fee</i>	\$400
Development in the regulatory floodway		Mitigated wetlands 2 - 5 acres	\$1,360
Channel modifications, bridges, dams, on-line detention, filling, and any development which affects flood elevations or floodway limits or requires FEQ analysis	\$6,360	<i>re-inspection fee</i>	\$600
Utility crossing at existing grade (sediment & erosion plan only), and other minor developments which do not require a FEQ	\$365	Mitigated wetlands > 5 acres	\$1,460
Streambank stabilizatoin meeting the County's streamline procedure	\$120	<i>re-inspection fee</i>	\$800
		Wetland banking option	**
		**based on the area to be banked and the acre cost of the individual bank	
		<b>Riparian Submittal</b> <i>(special management area)</i>	\$360
		<b>Other Administrative Fees</b>	
		Pre-application meetings:	
		Initial meeting	\$0
		Each additional meeting - varies depending on requested staff members (assume 1 hr., 2 staff members)	\$100
		Permit Review Submittals	
		First rejection	10% of permit fee
		Second rejection	20% of permit fee
		Third or more rejections	60% of permit fee
		Permit Violations/enforcement	2 times normal permit fee
		(after-the-fact permits, not built according to approved plans, etc. -- Any required wetland delineation will be accomplished by a County approved consultant at the cost of the applicant)	
		Flood plain & wetland map requests	\$65
		Variance	\$1,360
		misc. staff time	\$50/hr
		Appeals	\$1,360
		Refundable if upheld	

**SCHEDULE B**  
**DETENTION VARIANCE FEE AND BMP FEE-IN-LIEU SCHEDULE**  
April 2013

**Detention Variance Fee**

Salt Creek	\$133,000 per acre-foot
East Branch DuPage River	\$106,000 per acre-foot
West Branch DuPage River	\$ 94,000 per acre-foot
Sawmill Creek	\$ 87,000 per acre-foot
Des Plaines River Tributaries	\$133,000 per acre-foot
Fox River Tributaries	\$ 81,000 per acre-foot

The fee is calculated by multiplying the varied storage amount by the cost per acre-foot for the watershed planning area where the development is located.

**BMP Fee-in-lieu**

\$500 per 1,000 square feet of new impervious area

**AGENDA MEMO**  
**City Council**  
**November 4, 2013**

**ISSUE STATEMENT**

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

**ORDINANCE**

**BACKGROUND/HISTORY**

On February 21, 2012 the City Council passed an ordinance prohibiting the use of groundwater as potable water within 530 feet of 7533 South Cass Avenue. This was done because this address was previously a gas station with underground storage tanks that leaked and contaminated the soils. As part of the remediation process, the City needed to restrict use of groundwater within 530 feet of this property in order to obtain a “No Further Remediation” letter from the IEPA.

The City’s property at 7515 S. Cass Avenue was also contaminated from a Dry Cleaner with chemical spills. As part of the remediation and cleanup of this site, the City’s environmental consultant submitted the ordinance passed on February 21, 2012. The IEPA rejected the ordinance and said they wanted the ordinance passed with different language. This current ordinance has been approved by IEPA’s legal counsel and should be sufficient to get a NFR letter for both properties. Our consultants have advised us to not make any changes to this ordinance, as this could result in rejection of our application with the IEPA.

If the City does not pass the ordinance, or the IEPA rejects it, the City may need to go through additional steps to clean up the property, as new regulations on testing have passed since the passage of the ordinance.

**STAFF/COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approving the ordinance.

**ALTERNATE CONSIDERATION**

Not approving the agreement is an alternate consideration.

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

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

**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**

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

**THIS 4<sup>th</sup> DAY OF NOVEMBER, 2013**

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

**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 the City of Darien (the “City”), located at the northeast corner of South Cass Avenue and Plainfield Road, 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 South Cass Avenue and Plainfield Road, with a common address of 7533 South Cass Avenue in the City of Darien, 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 Village in that area as shown within the black lined box on Exhibit C;

WHEREAS, the City of Darien previously passed an ordinance with the intent to limit potential threats to human health from groundwater contamination, but the IEPA has recommended language and map modifications to the ordinance for these sites;

**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.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

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

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

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

**ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **AGENDA MEMO**

### **City Council**

**November 4, 2013**

#### **ISSUE STATEMENT**

A resolution accepting a proposal from All Star Maintenance Inc. to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex as per the unit prices.

#### **RESOLUTION**

#### **BACKGROUND**

During the snow season, the department is responsible for the snow plowing and deicing operations at the Heritage Center and the City Hall grounds. The City crews currently plow the Municipal Complex parking lot only. Due to the required manpower for the snow plowing and deicing operations of the City's roadways, staff is unable to perform snow removal and/or deicing operations for the sidewalks at the Municipal Complex and the Heritage Plaza. Some of the costs generated for the services of Heritage Plaza are reimbursable to the City from the tenants.

Competitive quotes were requested for snow plowing services and/or deicing services and staff had received two quotes. See [Attachment A](#). The lowest competitive quote was All Star Maintenance Inc.

The proposed expenditure for the Municipal Complex will be expended from Account No 01-30-4223 and Account No 01-75-4227 for the Heritage Center. The total estimated costs for all snow related operations are estimated to be approximately \$11,500.00 pending weather events. See Attachment A. All Star Maintenance has provided satisfactory snow plowing services for the City in the past.

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the resolution accepting a proposal from All Star Maintenance Inc. to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and de-icing services at the Municipal Complex as per the unit prices

#### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

#### **DECISION MODE**

This item will be placed on the November 4, 2013 City Council agenda for formal approval.



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM ALL STAR MAINTENANCE INCORPORATED TO PROVIDE SNOW PLOWING AND DEICING SERVICES FOR THE PARKING LOT AND WALKWAYS AT THE DARIEN HERITAGE CENTER AND THE SIDEWALK PLOWING AND DEICING SERVICES AT THE MUNICIPAL COMPLEX AT THE PROPOSED SCHEDULE OF PRICES THROUGH APRIL 30, 2014**

**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 accepts a proposal from All Star Maintenance Incorporated at the proposed schedule of prices to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex through April 30, 2014, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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CITY ATTORNEY

# CITY OF DARIEN

## 2013-14 SNOW REMOVAL AND SALTING SERVICES

Vendor Name: All-STAR Maintenance Firm

The City of Darien is seeking quotes for the services of snow plowing, shoveling and deicing services for the following:

City Hall - 1702 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Police Department - 1710 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Heritage Center - 7515 South Cass Avenue - Snow plowing and salting of the parking lot and snow shoveling and salting of all sidewalks, and entrances. The vendor shall supply the salt for the parking lot and sidewalk. The vendor shall be required to maintain the sidewalks within two hours of a call out and/or shall have the ability to maintain slip free, "wet" sidewalks, stairs and entrances every two hours in the event of ongoing snow events.

Snow plowing services shall begin after a 1 inch accumulation and within every two hours after, until the snow event ends. Each event constitutes a separate payment.

**EXAMPLE 1**

Storm Event-1-inch snowfall-shoveled and salted=1 event  
Total Events=1

**EXAMPLE 2**

Storm Event-Ongoing snowfall 1" Shovel and salt=1 event  
2 hours later- Shovel and salt=1 event  
2 hours later- Shovel and salt=1 event  
Total Events=3

The City reserves the right to terminate any and all services.

City Hall and Police Department

Sidewalk clearing (per event)	\$ 150.00
Salting of sidewalks (per event)	\$ 60.00
City of Darien will provide the salt	
City of Darien will be responsible for plowing of parking lot	

Heritage Center

Parking lot & sidewalk clearing (per event)	\$ 150.00
Parking lot & sidewalk salting (per event)	\$ 100.00
Contractor to provide salt	

Total Costs \_\_\_\_\_ \$

Quotes due by Wednesday, October 9, 2013 at 11:00 a.m.

Contractor

Provides equipment & labor

Insurance

Proposal good through April 30, 2014

Submitted by:

Jon Handl  
Contract Name

10-1-13  
Date

PO BOX 601 westman t.c. 60559  
Address

603-655-8585  
Office Number

BISHAN621@tel.com  
E-mail address

603-382-6160  
Cell phone number

<b>SNOW PLOWING SERVICES CITY HALL AND HERITAGE CENTER</b>		
<b>Description</b>	<b>All Star Maintenance</b>	<b>Beverly Snow &amp; Ice</b>
<b>City Hall and Police Department</b>		
Sidewalk Clearing-Per Event	\$ 150.00	\$ 364.00
Salting of Sidewalk-Per Event	\$ 60.00	\$ 250.00
<b>Total Costs</b>	<b>\$ 210.00</b>	<b>\$ 614.00</b>
<b>Heritage Center</b>		
Parking Lot and Sidewalk Clearing-Per Event	\$ 150.00	\$ 221.00
Salting of Parking Lot and Sidewalk-Per Event	\$ 100.00	\$ 221.00
<b>Total Costs</b>	<b>\$ 250.00</b>	<b>\$ 442.00</b>
<b>PROPOSED QUANTITY AND COSTS</b>		
<b>Proposed Frequencies</b>	<b>All Star Maintenance</b>	<b>Beverly Snow &amp; Ice</b>
<b>City Hall and Police Department-Account 01-30-4223</b>		
25	\$ 3,750.00	\$ 9,100.00
25	\$ 1,500.00	\$ 6,250.00
<b>Sub Total</b>	<b>\$ 5,250.00</b>	<b>\$ 15,350.00</b>
<b>Heritage Center-Account 10-75-4227</b>		
25	\$ 3,750.00	\$ 5,525.00
25	\$ 2,500.00	\$ 5,525.00
<b>Sub Total</b>	<b>\$ 6,250.00</b>	<b>\$ 11,050.00</b>
<b>Total Yearly Cost Estimate</b>	<b>\$ 11,500.00</b>	<b>\$ 26,400.00</b>

**AGENDA MEMO****City Council****November 4, 2013****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 \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road.

**RESOLUTION****BACKUP****BACKGROUND**

Please recall earlier this year there were several residents impacted by the heavy rain events that had caused storm water seepage into residential structures on Iris Road. The staff had also determined that flooding was also caused by sanitary backups in one residence. During the significant storm events, staff assisted in pumping out basements and ditches to convey water downstream. The existing underground storm sewer was constructed in the early 1960's and has been added on by residents as they built over the years. Staff has further identified that the storm sewer infrastructures consist of various sized pipes and the pipes and structures hold water continuously. The existing ditches also do not convey storm water properly. The ditch catalogue called out for the ditch to be completed in 2014 due to the road being resurfaced in 2015.

The proposed engineering study would authorize Christopher B. Burke Engineering to proceed with the surveying of the properties adjacent to Iris Road, including the existing storm sewer system and the open ditches, see attached email. After the surveying is completed, CBBEL will design a storm conveyance system to eliminate localized residential structure flooding. In addition, there may be several side yard easements required for this project and would be identified after the surveying. A separate resolution will be required for the easements and will be forthcoming. Typically the department has an employee, Pete Kilianek, with the ability to survey ditches. Once the surveying is completed, staff is able to create a plan and implement a drainage project. Due to complexity of the tributary drainage of the area, staff does not have the expertise and equipment necessary to complete the surveying task.

The proposed engineering study was not contemplated for the FY 13-14 Budget. Upon review of the projects completed within the Capital Projects Fund, the fund does have the ability to absorb the proposed cost. Staff is requesting that the engineering study be completed at this time as it would give us the ability to bid the drainage project along with other similar projects for an economy of scale. The staff would bid the top five drainage projects in January 2014, and would present the projects at the budget meetings for budget consideration. Pending funding, the projects would be slated to coincide with the FY14-15 Budget.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY13-14 BUDGET</b>	<b>YEAR TO DATE TO EXPENDITURE</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
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25-35-4376	Capital Projects Drainage Improvements	\$808,000.00	\$ 737,409.00	\$ 20,500.00	\$ 50,091.00
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This item was sent to the Administrative/Finance Committee for review because this was not originally considered with the passage of the budget, and additional projects of this value are brought forth for review prior to consideration at a City Council meeting. Alderman Schauer will provide an update to City Council.

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$20,500.00.

#### **ALTERNATE CONSIDERATION**

Not approving the resolution.

#### **DECISION MODE**

This item will be placed on the agenda for the November 4, 2013 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 \$20,500.00 FOR THE SURVEYING AND ENGINEERING REDESIGN OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR IRIS ROAD**

**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 \$20,500.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for Iris Road, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 TEL (847) 823-0500 FAX (847) 823-0520

October 24, 2013

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
Iris Road Storm Sewer

Dear Dan:

Christopher B. Burke Engineering, Ltd. is pleased to submit this proposal for professional engineering services for the preparation of plans and bid documents for the Iris Road Storm Sewer. Included in this proposed is our Understanding of Assignment, Scope of Services, and Estimate of Fees.

**UNDERSTANDING OF THE ASSIGNMENT**

As outlined in our memorandum to your attention dated July 18, 2013 the rear yards on the north side of Iris Road experienced considerable flooding during the April 18, 2013 flood event. It is our understanding that the existing Iris Road storm sewer carries runoff west to the Dale Road basin and is a variety of sizes and materials. The proposed project will replace the existing storm sewer with new 18 inch storm sewer, and two 15 inch storm sewers extending to the rear yard of 126 Iris, and one in each side yard. Our assignment will include project survey, plat of easement, plans and bid documents and assistance with bidding. City staff would provide construction observation and administration.

**SCOPE OF SERVICES**

**TASK 1 – SURVEY:** We will provide a design level survey of the route of the proposed storm sewer from the north end of the Dale Road Basin at High Road and 67<sup>th</sup> Street to approximately 126 Iris Road. Detailed ground features will only be surveyed on the side of each road where the sewer will be located. A sufficient number of property corners will be located to establish the rights of way. We presume that the City will contact J.U.L.I.E. for location of underground utilities. The survey will be based on DuPage County Benchmark System.

A Plat of Easement will be prepared for extension of the rear yard storm sewer and inlets. If multiple lots are impacted, a single plat will be prepared. We presume that the City will coordinate with the property owners to secure the easements and obtain their signatures on the plat.

**TASK 2 – PLANS AND SPECIFICATIONS:** CBBEL will use the survey prepared in Task 1 as the basis for plans for the proposed storm sewer. We will also prepare a book of specifications and bid documents based on IDOT and City format. CBBEL will provide plans and bid books for the City to solicit sealed proposals from contractors. We will attend the bid opening, prepare a tabulation of bids received, Notice of Award, and Notice to Proceed. We understand that City staff will provide construction observation and administration. Any services requested during construction will be provided on an hourly basis and are not included in this proposal.

**ESTIMATE OF FEES**

We will complete the above tasks for a fee not to exceed \$20,500 and anticipate that final bid documents will be available within 90 days of this proposal being executed.

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,

 for

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

Encl. Schedule of Charges  
General Terms and Conditions

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

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



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2013**

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

Direct Costs

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

\*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Dan Gombac

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**From:** Dan Lynch <dlynch@cbbel.com>  
**Sent:** Wednesday, October 09, 2013 10:32 AM  
**To:** Dan Gombac  
**Subject:** Iris Rd. storm sewer

Dan

I suggest a budget of \$17,000, which includes \$5000 for survey and \$12,000 for engineering. The survey budget would include field survey of the route to be used as the base for construction drawings. This would include cross sections of the right of way and into the rear yard where storm sewers would extend. We would ask you to call in a JULIE request prior to field work so that utilities can be located. We are also including plats of easement for the sewer extensions to the rear yards. The engineering would include plans and bid documents for the sewer. I have presumed that you would handle construction observation in-house. Our services would be up through award of contract. If the project gets budgeted, we can provide a more formal proposal.

Dan

**Daniel L. Lynch, PE, CFM**

*Head, Municipal Engineering Department*

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

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

Phone: (847) 823-0500 Fax: (847) 823-1029

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

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**AGENDA MEMO**  
**City Council**  
**November 4, 2013**

**ISSUE STATEMENT**

A motion authorizing the City Administrator to purchase a Konica 654 copier from Illinois Paper in an amount not to exceed \$11,750.

**RESOLUTION****BACKUP****BACKGROUND**

The City of Darien purchased a Kyocera 6030 copier in 2007 to replace an old, broken unit. This is the primary copier for putting together information for resident communications, policy documents for elected officials, and staff work, in addition to being the primary printer and scanner for City Hall. Since its purchase, there have been 1,056,266 pages copied and printed and 358,634 pages scanned. Because the frequency of repairs has gone up in FYE 13, staff budgeted \$14,000 in FYE 14 with the intention of running the machine until a costly repair came up. Recently we were advised by a repair company that the maintenance kit needed to be replaced at a cost of \$1,700. At this time staff feels that it is better to put this cost towards a new machine than repair the old machine.

The City of Darien approached six companies to provide proposals on copiers that would fit our needs. Staff gave them the capabilities of our current machine and also requested any new machine includes faxing capabilities, which would allow us to eliminate the fax machine. In addition, we asked the companies to list additional functions in the machines so we could evaluate them against each other. We received the following proposals:

Company	Make	Model	Cost
DPOE	Sharp	MX-M623-N	\$13,000
DPOE	Kyocera	6500i	\$13,500
Genesis	Kyocera	5501i	\$11,181
Gordon Flesch	Canon	IR 4051	\$10,750
Gordon Flesch	Canon	IR 6255	\$14,500
Illinois Paper	Ricoh	6002SP	\$11,650
<b>Illinois Paper</b>	<b>Konica</b>	<b>654</b>	<b>\$11,750</b>
Impact	Kyocera	6500i	\$13,803.76
Proven	Canon	IR6255	\$12,350
Proven	Toshiba	eStudio656	\$15,500

After getting bids in and doing some research, we eliminated copiers that cost over \$12,000 and Canon Copiers. We found out that Canon Copiers do not supply small individual parts for their machines, and when something breaks large sections of the system may need to be replaced, hindering our ability to repair the copier and potentially increasing these costs.

Three copiers remained for evaluation. The Konica 654 included the ability to make booklets, fold pages, accepts large card stock, and copies and scans nearly 20% faster than the other models. This machine would allow us to print out booklets of information like the Welcome Packet in a much better looking way, print out hard-card building and garage sale permits instead of ordering them from a supplier, and print out brochures

for residents without then taking the time to manually fold them. We anticipate that the savings from these activities would offset the \$569 price difference between this machine and the lower cost Kyocera. Two staff members were sent to try each of the three machines at other locations, and both preferred the additional functionality and user-friendliness of the Konica 654 copier.

### **STAFF RECOMMENDATION**

Staff recommends purchasing the Konica 654 from Illinois Paper.

### **ALTERNATE CONSIDERATION**

Purchasing a different copier, or repairing the old copier, would be alternate considerations.

### **DECISION MODE**

This item will be placed on the November 4, 2013 City Council agenda for formal approval.



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

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A KONICA  
654 COPIER  
FROM ILLINOIS PAPER IN AN AMOUNT NOT TO EXCEED \$11,750.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to purchase a Konica 654 Copier from Illinois Paper in an amount not to exceed \$11,750.00.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of November, 2013.**

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

ATTEST:

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

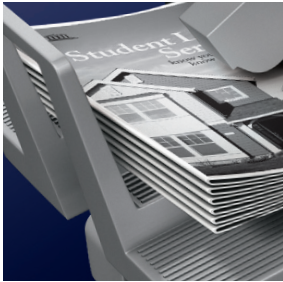
APPROVED AS TO FORM:

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



KONICA MINOLTA

Konica Minolta's bizhub 654 gives you fast, high-quality B&W print/copy output, color scanning to bring any original into your workflow, even standard dual scanning that handles both sides of the page in a single pass. Our INFO-Palette design features an award-winning 9" color screen with convenient multi-touch interface, like familiar tablets – plus downloadable apps\* to increase your personal and professional productivity. The Emperon® print system is built in, with universal printer drivers, scanning to multiple destinations, and scalable options for enhanced security, auto finishing and faxing. You'll also have industry-leading environmental protection and a lower total cost of ownership to benefit your bottom line. For a document solution that keeps you ahead of the curve, count on the bizhub 654.



# COST EFFECTIVE B&W PRINTING, COLOR SCANNING, AWARD-WINNING DESIGN.



The bizhub 654 proudly joins the bizhub family – named 2013 A3 MFP Product Line of the Year by Buyers Laboratory Inc.



## **bizhub 654** B&W PRINTER/COPIER/SCANNER/FAX

- FAST AFFORDABLE 65 PPM B&W OUTPUT SPEEDS YOUR WORK
- STANDARD DUAL SCANNING HANDLES UP TO 180 ORIGINALS PER MINUTE
- COLOR SCANNING LETS YOU SCAN AND DIGITIZE ANY ORIGINAL
- INFO-PALETTE DESIGN – INSTANT ACCESS TO FAR MORE INFORMATION
- LARGE 9" COLOR DISPLAY WITH FAMILIAR TABLET-LIKE INTERFACE
- MULTI-TOUCH FUNCTIONS: SWIPE, DRAG, DOUBLE-TAP, TOGGLE, PINCH\*
- TRANSPARENT MENUS, CUSTOMIZABLE ICONS, IMPROVED SOFT KEYBOARDS
- DOWNLOADABLE APPS\* TO ENHANCE YOUR PRODUCTIVITY
- SIMITRI® HD TONER WITH BIOMASS TO PROTECT THE ENVIRONMENT
- SCAN-TO-EMAIL, SCAN-TO-FTP, SCAN-TO-ME, SCAN-TO-HOME CONVENIENCE
- 6,650-SHEET CAPACITY, TAB PRINTING SUPPORT, CARBON-COPY PRINTING
- STANDARD 250 GB HDD FOR ON-BOARD DOCUMENT STORAGE
- FINISHING OPTIONS FOR 80-PAGE BOOKLET-MAKING, 100-SHEET STAPLING
- 2/3-HOLE PUNCH, TRI-FOLD, Z-FOLD, POST-INSERTION AND MORE
- INTERNAL CARD READER OPTION, ENHANCED SECURITY OPTIONS
- PAGESCOPE UTILITIES, OPTIONAL VOICE GUIDANCE, PDF/A FILE FORMATS, BAR CODE SUPPORT, OCR FONT SUPPORT
- LOW POWER CONSUMPTION, ECO-INDICATOR TO HELP CUT COSTS

\*Not available at time of launch.



# bizhub 654

MONOCHROME PRINTER/COPIER/SCANNER/FAX



## SPECIFICATIONS

Type	Printer/Copier/Scanner with Stationary Platen
Toner System	Simitri® HD Toner with Biomass
Maximum Monthly Duty Cycle (pages)*	300,000 pages
Print / Copy Speed (Letter, portrait)	65 ppm
Dual Scanner Document Feeder	Duplex Speed: 180 opm, Simplex Speed: 90 opm, Paper Capacity: 150 Sheets, Paper Size: 5.5" x 8.5" to 11" x 17", Paper Weight: Single-Sided/Double-Sided: 9.25 lb. bond to 55.75 lb. bond, Mixed Original: 13.5 lb. bond to 34 lb. bond
Power Requirements / Consumption	120V, 60Hz / Less than 2,100W
Dimensions / Weight	25.5" (W) x 31.5" (D) x 45.5" (H) (with control panel) / 487.25 lb.

## COPY

Warm-up Time / First Copy Time	Less than 22 seconds / 3.7 seconds or less
Copy Resolution / Quantity	600 x 600 dpi / 1-9,999
Magnification	Zoom range: 25% - 400%, 0.1% increments, Preset reduction: 78.5%, 73.3%, 64.7%, 50.0%, Preset enlargement: 121.4%, 129.4%, 154.5%, 200%
Copy Exposure Modes	Text (legible text), Text/Photo (clear text and halftones), Photo (optimized for gradations), Map (fine edges and legible text), Dot Matrix (dot matrix or pencil originals), Copied Paper

## PRINT: Emperon Print System with bizhub Extended Solution Technology / Open API

Processor / Memory / Hard Disk Drive	1.2 GHz (MPC8536) / 2 GB (shared copier memory) / 250 GB (shared copier HDD)
Print Resolution / Grayscale Gradations	600 x 600 dpi (1800 equivalent x 600 dpi) or 1200 x 1200 dpi / 256 shades per pixel
Page Description Language / Fonts	PCL5e/c, PCL6 (XL v.3.0) Emulation, PS3 (v.3016) Emulation, XPS (XML Paper Specification); PCL: 80 Roman fonts, PostScript 3 Emulation: 137 Roman fonts
Operating System Compatibility	<b>PCL6/PS3:</b> Windows XP Home (SP1 or later), Windows XP Professional (SP1 or later)**, Windows Vista**, Windows 7***, Windows Server 2003 Standard/Enterprise**, Windows Server 2003 Standard/Enterprise R2**, Windows Server 2008 Standard/Enterprise**, Window Server 2008 Standard/Enterprise R2; <b>XPS:</b> Windows Vista**, Windows 7***, Window Server 2008 Standard/Enterprise**, Window Server 2008 Standard/Enterprise R2; <b>Mac (PS-PPD):</b> OS 9.2, OS X 10.2.8 to 10.8; <b>Mac (Intel):</b> OS X 10.4 to 10.8
Interface	10 Base-T/100 Base-TX/1000 Base-T, USB 1.1, USB 2.0, USB Host
Network Protocols	TCP/IP (IPv4/IPv6), BOOTP, ARP, ICMP, DHCP, DHCP v6, AutoIP, SLP, SNMP, FTP, LPR/LPD, RAW Socket, SMB, IPP, HTTP, POP, SMTP, LDAP, NTP, SSL, IPX, AppleTalk, Bonjour, NetBEUI, WebDAV, DPWS, S/MIME, IPsec, DNS, DynamicDNS, LLMNR, LLTD, SSDP, SOAP

## COPY / PRINT FUNCTIONS

Features	Account Track (1,000 accounts), Administration Mode, Auto Duplex, Auto Tray Switching, Bi-Directional Communication, Card Shot, Copy Guard, Copy Modes (Simplex/Duplex, 2-in-1, 4-in-1, 8-in-1, Book, Booklet, Booklet + Bind), Cover Mode, Creative Functions (Mirror Image, XY Zoom, Image Center, Neg./Pos. Reverse, Image Repeat), Encrypted Network Password Printing, Energy Save Mode, Enlarge Display, Erase (Border, Frame, Edge) Mode, Finishing (Group, Sort, Staple, Punch, Half-Fold, Tri-Fold, Center Staple and Fold, Z-Fold*, Post Insertion†), Form Overlay, HDD Encryption, HDD Job Overwrite, HDD Sanitizing, Image Adjustments (Screen Settings), Image Preview (Job Finishing Image Display, Engine Configuration Display), Interrupt, Job List, Job Reserve, Job Skip, LDAP, Mixplex, Mix-Media, MyTab, Non-Image Area Erase, OHP Interleaving, Password Copy, Program/Recall Jobs, Paper Type Selection (Normal, Thick 1/1+, Thick 2, Thick 3, Thick 4), Print Modes (Simplex/Duplex, 2-in-1, 4-in-1, 6-in-1, 9-in-1, 16-in-1, Booklet, Booklet + Bind), Print from USB, Proof Copy, Secure Printing, Separate Scan, Text Enhancement, User Authentication (Up to 20 Authentication Servers) (Synchronize w/Account Track), User Box Function, Utility (Meter Count, Environment Settings, Default Settings, One-Touch Settings, Check Consumable Life), Watermark, Zoom Selection
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## SCAN

Scan Speed / Resolution	Duplex Scan: 180 opm @ 400 dpi; Simplex Scan: 90 opm @ 400 dpi / 200 dpi, 300 dpi, 400 dpi, 600 dpi
Scan File Formats / Color Modes	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, PPTX / Auto Color, Full Color, Grayscale, Black & White
Scan Functions	Scan-to-Email, Scan-to-FTP, Scan-to-HDD (Scan-to-User Box), Scan-to-Me/Scan-to-Home, Scan-to-SMB (Scan-to-Desktop), Scan-to-USB, Scan-to-WebDAV, Distributed Scan Management, Network TWAIN, WS-Scan, Color Internet Fax

## • FK-511 FAX KIT (OPTIONAL)

Compatibility / Compression	Super G3 compatibility, 33.6 Kbps modem speed / MH, MR, MMR, JBIG data compression
Fax Transmission Speed / Fax Memory	Less than 3 seconds per page (JBIG, standard resolution) / 2 GB (shared print, copy, scan, fax memory)
Fax Line Mode / Fax Exposure Mode	PSTN, PBX, G3 / Text, Text/Photo, Photo, Dot Matrix
Fax Functions	Autodialing (2,000 addresses), Auto Memory Reception, Auto Reduction Printing, Broadcasting (maximum 600 locations), Bulletin Board, Duplex Transmission/Reception, F-Code Support, Group Dialing (up to 500 addresses per group / up to 100 groups), Mailbox Transmission/Reception, Memory/Quick Dial, Overseas Transmission, Password Transmission/Reception, PC-Fax, Polling Transmission/Reception, Print Setting or Overnight Reception, Program Dialing (400 programs), Redial, Relay Transmission, Timer Transmission, TSI Routing
Fax Options	Spare TX-Marker Stamp 2, SP-501 Fax Stamp Unit

## PAPER HANDLING

Original Size	Up to 11" x 17" (scanning/copying), Up to 11" x 17" full bleed on 12" x 18" paper (printing)
Paper Trays	<b>Tray 1 &amp; 2:</b> 500-sheet (universal cassette)/5.5" x 8.5" to 12" x 18"/14 lb. bond to 140 lb. index; <b>Tray 3:</b> 1,500-sheet (fixed cassette)/8.5" x 11", 5.5" x 8.5", 4" x 6"/14 lb. bond to 140 lb. index <b>Tray 4:</b> 1,000-sheet (fixed cassette)/8.5" x 11", 5.5" x 8.5", 4" x 6"/14 lb. bond to 140 lb. index <b>Bypass Tray:</b> 150-sheet bypass/4" x 6" to 12" x 18", 8" x 13"/Banner Paper/ 14 lb. bond to 100 lb. cover up to 300 gsm
• LU-204 Large Capacity Unit	2,500-sheets/8.5" x 11", 8.5" x 14", 11" x 17", 12" x 18"/16 lb. bond to 140 lb. index
• LU-301 Large Capacity Unit	3,000-sheets/8.5" x 11"/16 lb. bond to 140 lb. index
Maximum Paper Capacity	6,650 sheets (total, with options)

## APPLICATIONS

Network & Device Management	PageScope Data Administrator, Driver Packaging Utility, HDD Back-Up Utility, Log Management Utility
User Tools	PageScope Web Connection, PageScope Direct Print, PageScope Box Operator, PageScope Print Status Notifier, Copy Protect Utility, Print Utility for Unix
Management Tools	bizhub vCare support
• PageScope Enterprise Suite	PageScope Account Manager, PageScope Authentication Manager, PageScope MyPrint Manager, PageScope MyPanel Manager, PageScope Net Care Device Manager (standard)

## • ADDITIONAL OPTIONS

• Authentication / Security Options	AU-102 Biometric Authentication Unit, AU-201H HID Proximity Card Authentication Unit, AU-202H HID iClass Card Authentication Unit, AU-204H Magnetic Stripe Card Reader, AU-211P CAC/PIV Solution†, SC-508 Copy Guard Kit, WT-506 Working Table to support Authentication Devices, MK-735 Internal Mount Kit
• External Keyboard	KH-102 Keyboard Mount Kit, KP-101 10-Key Pad, EK-604 USB Interface for External Keyboard and Voice Guidance, EK-605 USB Interface for External Keyboard, Bluetooth Support and Voice Guidance
• i-Option	LK-101 v3 i-Option, LK-102 v3 i-Option, LK-104 v3 i-Option, LK-105 v3 i-Option, LK-106 i-Option, LK-107 i-Option, LK-108 i-Option, UK-204 i-Option Memory Upgrade Kit
• Finishing	FS-535 100-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher, FS-534 50-Sheet Staple Finisher + SD-511 Saddle Stitcher Kit, JS-602 Job Separator Tray (FS-535), OT-503 Output Tray (Exit Tray), PI-505 Post Inserter†† (FS-535), PK-520 Punch Kit (FS-534), PK-521 Punch Kit (FS-535), SD-512 Saddle Stitcher Kit (FS-535), ZU-606 Z-Fold Unit†† (FS-535)

• OPTIONAL • STANDARD

\*Maximum Monthly Duty Cycle may vary by country.  
\*\*Both 32-bit and 64-bit versions supported.  
\*\*\*Windows 7 Home Basic Edition supports 32-bit only.  
†Not available at time of launch.  
††ZU-606 and PI-505 only available for FS-535.



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