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

Agenda of the Regular Meeting

of the City Council of the

#### CITY OF DARIEN

July 17, 2017

7:30 P.M.

1. Call to Order

OF-WAY - 7:00 P.M.

- 2. Pledge of Allegiance
- 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 <u>June 19, 2017</u>
- 7. Receiving of Communications
- 8. Mayor's Report
  - A. Consideration of a Motion to Approve the <u>Appointment of Mary Coyle Sullivan</u> to the Planning and Zoning Commission
  - B. Consideration of a Motion to Approve the <u>Appointments of Robert Erck and Hilda Gonzalez</u> to the Environmental Committee
  - C. ComEd Update Darien 2017 Annual Report Presentation
  - D. Darien Chamber Update
- 9. City Clerk's Report
- 10. City Administrator's Report
- 11. Department Head Information/Questions
  - A. Police Department Monthly Report June 2017
  - B. Municipal Services
- 12. Treasurer's Report
  - A. Warrant Number <u>17-18-05</u>
  - B. Warrant Number 17-18-06

- 13. Standing Committee Reports
- 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 3
   Minute Limit Per Person)
- 15. Old Business
- 16. Consent Agenda
  - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for Our Lady of Peace Home and School Association
  - B. Consideration of a Motion to Approve an Ordinance of the City of Darien, DuPage County, Illinois, Ascertaining the <u>Prevailing Rate of Wages</u> for Laborers, Workmen, and Mechanics Employed on Public Works of Said City
  - C. Consideration of a Motion to Approve an Ordinance Approving a Vacation of a Portion of the Oldfield Road Right-of-Way (Wrenn Property 2225 Shannon Court)
  - D. Consideration of a Motion to Approve an Ordinance Granting Approval to a Resubdivision Plat of Lot 20 in the Rolling Knolls Subdivision (2109 Cottage Lane)
  - E. Consideration of a Motion to Approve a Resolution Authorizing the <u>Purchase of One</u>

    <u>New 2017 Ford F-250XL 4X4 Super Cab</u> from Currie Motors in the Amount of \$41,719
  - F. 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 \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange
  - G. Consideration of a Motion to Approve a Resolution to Enter into a Contract with Amber Mechanical Contractors for the Removal and Replacement of the Heating, Ventilation and Air Conditioning (HVAC) System at the Darien Police Department, 1710 Plainfield Road, in an Amount not to Exceed \$453,731 and a Contingency in an Amount of \$15,000 for unforeseen repairs Related to the Removal and Replacement of HVAC Components
  - H. Consideration of a Motion to Approve an Ordinance <u>Amending Title 3, Chapter 3,</u> Section 3-3-7, "Classification of Licenses and Fees", of the Darien City Code
  - I. Consideration of a Motion to Approve the Expenditure of Budgeted Funds Line Item 01-40-4325 Consulting/Professional Services for the One Year Law Enforcement Policy Manual Update Subscription from Lexipol, LLC in the Amount of \$7,402.00
  - J. Consideration of a Motion to Approve a Resolution <u>Appointing an Authorized</u>

    Delegate to the Illinois Municipal Retirement Fund for the City of Darien

#### 17. New Business

A. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2017-012: 7620 Wilton Court)

- 18. 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)
- 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 JUNE 19, 2017 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:20 P.M.

## **Minutes of the Regular Meeting**

of the City Council of the

#### CITY OF DARIEN

June 19, 2017

7:30 P.M.

## 1. **CALL TO ORDER**

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

## 2. **PLEDGE OF ALLEGIANCE**

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

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

Present: Tina Beilke Joseph A. Kenny

Thomas J. Belczak Joseph A. Marchese

Thomas M. Chlystek Ted V. Schauer

Absent: Sylvia McIvor

Also in Attendance: Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk Michael J. Coren, City Treasurer Bryon D. Vana, City Administrator Gregory Thomas, Police Chief

Daniel Gombac, Director of Municipal Services

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

## 5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

There were none.

## 6. **APPROVAL OF MINUTES** – June 5, 2017 City Council Meeting

It was moved by Alderman Marchese and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of June 5, 2017.

Roll Call: Ayes: Beilke, Belczak, Marchese, Schauer

Abstain: Chlystek, Kenny

Nays: None

Absent: McIvor

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

## 7. **RECEIVING OF COMMUNICATIONS**

Alderman Chlystek received communication from...

- ...Ken Pieteowski, Farmingdale Condominium Association, regarding dead trees at Nantucket and 75<sup>th</sup> Street. Director Gombac is investigating warranty and replacement.
- ...Gerry Leganski regarding street repair work on Glen Lane & Farmingdale Drive; Direct Gombac to have contractor clean street.
- ...Don Nietzel, Portsmouth Condominium Association, regarding wiring done by ComCast. Administrator Vana advised resident to send information to him.
- ...advised Ward 4 Block Party to be held at Pinewood Park on July 23, 2017 beginning at 2:00 P.M.

Alderman Beilke received call from resident thanking Police Department for responsiveness and helpfulness in handling accident that occurred on Chestnut Road.

Alderman Kenny received communication from Marie Becker, 1600 block of Clare Court, regarding rear drainage issue.

#### 8. MAYOR'S REPORT

A. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT JOHN J. ARMELLINO TO THE BOARD OF FIRE AND POLICE COMMISSIONERS

## **City Council Meeting**

June 19, 2017

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve the appointment of John J. Armellino to the Board of Fire and Police Commissioners.

Roll Call: Ayes: Beilke, Belczak, Chlystek, Kenny, Marchese,

Schauer

Nays: None

Absent: McIvor

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

Clerk Ragona administered the Oath of Office to John J. Armellino.

#### **B. DARIEN CHAMBER UPDATE**

Clare Bongiovanni provided the following update:

- The Darien Chamber of Commerce (DCC) is seeking volunteers for the Chamber office and DarienFest; call 630-968-0004 for more information.
- DCC Coffee Connection will be held June 27, 2017 at BMO Harris Bank at 8:00 A.M.
- The 30<sup>th</sup> Annual DarienFest will be held September 8-10, 2017 at Darien Community Park. Fest hours are: Friday, 6-10:30 P.M., Saturday, 1-10:30 P.M., and Sunday, 1-7 P.M.
  - o Band lineup: Friday The Millennials (6:30 P.M.) and Hillbilly Rockstarz (8:30 P.M.); Saturday Luxury Pork (6:30 P.M.) and Ides of March (8:30 P.M.); Sunday American English (5:00 P.M.)
  - o Darien's Got Talent: Sunday, 1-2:00 P.M. Register online at darienchamber.com.
  - o The 5<sup>th</sup> Annual Pet Parade: Saturday, 1:00 P.M. Register online at darienchamber.com.
- Ten local Darien Schools have submitted chairs for the "Battle of the Adirondack Chairs"; winners will be announced Sunday. The chairs will be on display (in rotation) at the Indian Prairie Public Library July September. Proceeds from the highest bid will be donated back to the Art Department of the winning school. All other proceeds will benefit "Paint the Town Pink", which provides meals to local cancer treatment patients.
- Dancing with the Chamber Starz will be held November 11, 2017 at Ashton Place. The DCC is inviting one Darien resident to participate as a Darien Celebrity Dancer. Contact the DCC office.
- Save the date for "Paint the Town Pink" Annual Ribbon Lighting September 29, 2017 under the Clock Tower.

Clare Bongiovanni, on behalf of DCC, presented a \$1000 check to the Gift of Carl Foundation, which had 49 runners at the Darien Dash held May 21, 2017. Rob Vuillaume, on behalf of the Foundation, thanked the community for all of their support.

#### 9. <u>CITY CLERK'S REPORT</u>

Clerk Ragona noted:

- the July 3, 2017 City Council Meeting has been cancelled.
- the next City Council Meeting will be held on July 17, 2017.
- City offices will be closed on July 4, 2017 in observance of Independence Day.

#### 10. <u>CITY ADMINISTRATOR'S REPORT</u>

Administrator Vana announced that a ComEd representative will present their Annual Report at the July 17, 2017 City Council Meeting.

## 11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

#### A. POLICE DEPARTMENT MONTHLY REPORT – MAY 2017

The May 2017 Police Department Monthly Report is available on the City website.

Mayor Weaver inquired about the theft percentage rate from the May 2017 Crime Report; Chief Thomas responded theft is down 26% from last year.

Administrator Vana asked Chief Thomas to review the use of fireworks. Chief Thomas reminded residents that fireworks are illegal and the Darien Police Department will be enforcing the law.

Alderman Beilke inquired about the National Night Out, police-community relationship building event; Chief Thomas shared National Night Out is a nationwide event that is scheduled for August 1, 2017 at Darien Community Park from 7-10:00 P.M.

#### B. MUNICIPAL SERVICES - NO REPORT

#### 12. TREASURER'S REPORT

#### A. WARRANT NUMBER 17-18-04

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve payment of Warrant Number 17-18-04 in the amount of \$888,895.59 from the enumerated funds, and \$272,148.76 from payroll funds for the period ending 06/08/17; for a total to be approved of \$1,161,044.35.

## **City Council Meeting**

June 19, 2017

Roll Call: Ayes: Beilke, Belczak, Chlystek, Kenny, Marchese,

Schauer

Nays: None

Absent: McIvor

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

## 13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairman Schauer advised the July 3, 2017 meeting of the Administrative/Finance Committee has been cancelled.

**Municipal Services Committee** – Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for June 26, 2017 at 6:30 P.M.

**Police Committee** – Clerk Ragona announced the next meeting of the Police Committee is scheduled for July 17, 2017 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

#### 15. **OLD BUSINESS**

There was no Old Business.

## 16. **CONSENT AGENDA**

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

A. RESOLUTION R-80-17 A RESOLUTION APPOINTING AN

AUTHORIZED DELEGATE TO THE INTERGOVERNMENTAL RISK

MANAGEMENT AGENCY (IRMA)

B. ORDINANCE O-09-17 AN ORDINANCE AUTHORIZING THE

SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN (ELECTRONIC SIREN AMPLIFIER, PLOYCLES CHAPPS TARKES ETC.)

**BICYCLES, CHAIRS, TABLES, ETC.)** 

## **City Council Meeting**

June 19, 2017

Roll Call: Ayes: Beilke, Belczak, Chlystek, Kenny, Marchese,

Schauer

Nays: None

Absent: McIvor

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

## 17. **NEW BUSINESS**

There was no New Business.

## 18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Alderman Marchese announced the Darien Historical Society Ice Cream Social will be held on June 21, 2017 at Old Lace Schoolhouse & Museum.

Alderman Chlystek inquired about the Darien Lions Club Flag Program; Alderman Marchese explained that for an annual fee, the Darien Lions Club will post and retire an American flag at the resident's property on five flag holidays.

## 19. **ADJOURNMENT**

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

## VIA VOICE VOTE - MOTION DULY CARRIED

The City Council meeting adjourned at 7:55 P.M.

	Mayor
*	
City Clerk	

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 6-19-17. Minutes of 6-19-17 CCM



# CITY OF DARIEN MEMO

**TO:** City Council

**FROM:** Mayor Kathleen Moesle Weaver

**DATE:** July 13, 2017

SUBJECT: APPOINTMENT TO PLANNING AND ZONING COMMISSION

This is written to request your advice and consent to the appointment of <u>Mary Coyle</u> <u>Sullivan</u> to the Planning and Zoning Commission. She has agreed to serve the City and each has expressed an interest in this Commission.

As always, if you have any questions, please contact me.

mg



## CITY OF DARIEN

## **APPLICATION FOR SERVICE ON CITY COMMISSION**

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561

	Date JUNE 26, 2017
	Name MARY COYLE SULLIVAN
	Address 8800 Vortegal De WE (Phone)
	Email MSULLWANDID @ comcast-net
	How long have you lived in Darien? 2 1 4006
	Where did you live prior to coming to Darien? ELM HUZGT
	If Married, Spouse's Name MARK Children (include ages) (3) 21/18/12  Education: B.S. Bus, Ness  Education: B.S. Munaportation attended college, what was your major? Blackley VNIV
NIX	Present EmployerPhone
•	Address Fax
	Nature of Occupation
	Other Employment Experience ASSOCIATION MANAGEMENT,
	NON-PROFIT MANAGEMENT, MARKETING WRITIN
	Interests and Hobbies? TRAVEL, GOLE, VOLUNTERRING (
	FOOD PANTRY, WALKING
	Of what local organizations have you been a member? (Please include offices held, if any)
	PACIEN WOMAN'S Club, DARLEN HISTORICHE SOCIETO HINSdale South POSTER CLUB Have you served the community in any other way?
	EDITOR, DARION NEIGHBORG MAGAZINE
	Time you would have available to serve the City
	In which of the following areas would you like to serve? (Please feel free to check more than one.)
	Environmental Committee
	Planning And Zoning Commission
	Police Pension Board

What are your qualifications for this position(s)?
I Am very in touch with the DARIEN  community & its citizens. I grew  up in a home where my parents built  Edeveloped homes. I Am very familiar
with the building process.
Why are you interested in this position(s)?
I would like to seeme my
community fur THER and Feel
this gos man Affords me the
chance to get to know the city
from a busingss aspect.
What can you contribute to this board(s) or commissions(s)?
My Loyalty level-headed natura geople skills, business sense & dedication to community.
people svills, business sense
- A dedication to community.



# CITY OF DARIEN MEMO

**TO:** City Council

**FROM:** Mayor Kathleen Moesle Weaver

**DATE:** July 13, 2017

SUBJECT: APPOINTMENTS TO THE ENVIRONMENTAL COMMITTEE

This is written to request your advice and consent to the appointments of **Robert Erck** and **Hilda Gonzalez** to the Environmental Committee. They have agreed to serve the City and have expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg



## CITY OF DARIEN

**APPLICATION FOR SERVICE ON CITY COMMISSION** 

Are you interested in serving on a City Commission? If so, please fill in this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 10-31-2013	DEC 0 3 2013
Name Robert Erck	
Address 1536 Darien Lk Dr	(Phone,
How long have you lived in Darien? 14 years	
Where did you live prior to coming to Darien?	
If Married, Spouse's Name C	hildren (include ages)
	attended college, what was your major? Metallurgy
Argonne Netl Lah	(Phone)
Address	(Fax)
Nature of Occupation Scientist	
Other Employment Experience -	
Interests and Hobbies? Photography, forest re	storation, jogging, auto repair  aber? (Please include offices held, if any) Darien Lake
	ledia chr, Westmont Citizens Fire Acad Assn - trustee
Have you served the community in any other way	
Fime you would have available to serve the City	Evenings
in which of the following areas would you like to	serve? (Please feel free to check more than one.)
Cable Communications Commission	Citizen of the Year Committee
Z Environmental Committee	✓ Fire and Police Commission
Planning and Zoning Commission	Police Pension Board
Other (Please specify)	

What are your qualifications for this position(s)?

I have lived in Darien for 14 years and have seen that it is a nice community to live in. I try to keep informed about the world and the local area. I am on the board of my townhouse association and also on the board of technical committee which meets nearby. So being on the board of a townhouse association has made me familiar with issues of contracting, inspection, and finding out information to make good decisions. I tend to understand technical issues and the limits and restrictions on the limits of what can be done and cannot be done.

Why are you interested in this position(s)?

I am interested in this position because I think that I can make a contribution to the committee if my advice is solicited. The goal of a good municipality is support of staff and projects so that they can perform their duties in a professional manner, whether that is fire and police work or services around the city.

What can you contribute to this board(s) or commissions(s)?

People say that I am a quiet person, and I don't talk a lot, but I try to listen carefully and weigh all the options. An important aspect of municipal service is knowing what is practicable, as opposed to what sounds nice but would not work in practice. As a technically-trained scientist it is my job to know which route to take to attain a goal in the best possible manner. Being involved in various organizations has given me a rudimentary understanding how the various parts of a city work together.



## CITY OF DARIES

## APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete his application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 6056).

Daic 5/5/20/7
Name Hilda Gonzalez
Address 501 Maple L11 (Phone
How long have you lived in Darien 27 146
Where did you have prior to coming to Darien' Bornham IL
If Married, Spouse's Name Javier Children (include ages) 2 (34432)
Education: Under greed If you anended college, what was your major? Business
Present Employer World GATE Traval, TAK, Phone
Address Fax
Nature of Occupation COMM, SSIONON ASSISTANT OF COMMISSIONER
Other Employment Experience H.R. Manager, Customer Advocate with fortune
500 Organizations and travel consultant-Selfon ployed
Interests and Hobbies travel, Veluntaer For NON-PORTECTED TONS.
Beating, Swimming, Golf, Gardening
Of what local organizations have you been a member? (Please melude offices held, it any) \(\int \beta \beta \)
Served is Interretional Outreach and Historian Committees.
Have you served the community in any other way? NO
Time you would have available to serve the Sur 2-8 Hrs, Par Month
In which of the following areas would you like to serve? (Please feel free to check more than one.)
Environmental Committee
Planning And Zoning Commission  Fire & Police Commission
Police Pension Board (Money (Please specify) Con Servation)

I know how to use the Interpet & other Social Media
devices. Knowledgeable in PowerPoint, Microsoft amail,
Word, Excel, and Public Speaking + Attained a B A digrace
In Organizational Leadeship From Louis Chiversity 1"
Remeasure, TL. Served as chargerson for 2415 For flispenieling.

Why are you interested in this position(s)6

I west	to Contr	bute To	Davie:	I'S COM	IMUNITY	well	be 1115,
Kucping	it a nic	se plhic	to 4100	", Sai	Fe, Clean	1971d	CYLINE
Free.				Topin and an artist and a second			

What can you contribute to this board(s) or commissions(s)?

Team contribute ideas to keep our city clean and conserve water, as well as, helping senior citizens beef up their properties with volunteers From Dwc and other clubs in the Community and by enforcing city exchanges to keep our city clean + sale.





# **City of Darien**

**Reliability Report** 

July 17, 2017



Confidential Information provided to Village Under Franchise Agreement (Maintain Confidential and Exempt From Disclosure Under Section 7.4)

# ComEd's Electrical System Infrastructure Plan

- ComEd manages and maintains the system through preventive and corrective maintenance programs and by annually evaluating and addressing the circuits across the system
- ComEd provides very detailed information related to proactive system performance improvement and corrective and preventative maintenance work at the circuit level in the Annual Municipal Franchise Report
- Those programs are defined in the enhanced report as "Electrical System" Improvements" including completed and planned work by circuit for the following programs:

## **EIMA Improvements:**

- Distribution Automation / Smart Grid work
- Manhole assessment
- Mainline Underground Cable Replacement
- **Underground Residential Distribution Cable** replacement and refurbishment
- Wood Pole replacement and reinforcement
- Storm Improvements including overhead to underground conversion, spacer cable installation, enhanced tree trimming, and other engineering solutions

## **System Performance Improvements:**

- Worst 1% Performing Circuits
- Customer Service Reliability Improvements
- Reliability improvements, including additional storm improvements, lightning enhancement, and various other distribution circuit upgrades and engineering solutions
- Maintenance including overhead inspections, thermographic, and completed corrective maintenance projects
- Capacity Improvements
- Vegetation Management (trimming trees)



## **System Improvement Work Benefiting Darien**

## Work completed and the 2017 plan:

Program	2012 – 2016 Work Complete	2017 Plan*
Distribution Automation (DA) "Smart Switches"	Installed 25 DA devices	Installation of 18 DA devices planned
Neighborhood Underground Cable Improvement (URD)	Replaced or treated over 28 miles of URD cable	Completed approximately .75 of 1.5 URD cable replacement/treatment miles; pending inspections (50%)
Mainline Underground Cable Improvement	<ul> <li>Assessed 7 manholes</li> <li>Refurbished 6 manholes</li> <li>VLF tested 2 sections of cable</li> </ul>	Completed testing of 4 sections of cable (100%)
Reliability Improvements	Conducted overhead inspections/thermography on 22 circuits	Completed overhead and thermography inspections on 14 circuits
Smart Substation		Planned smart grid upgrades at 1 substation
Storm Improvements	<ul> <li>Installed over 1.25 miles of tree resistant spacer cable</li> <li>Enhanced Vegetation Management trimming on 2 circuits</li> <li>Installed 6 trip saver devices</li> </ul>	
Trimming Trees	<ul> <li>Completed 125 miles of routine vegetation trimming</li> <li>Completed mid cycle trimming on 4 circuits</li> </ul>	Completed routine vegetation trimming on 4 of 18 planned circuits (24 miles)
Wood Pole Remediation	<ul> <li>Reinforced/Refurbished 8 distribution wood poles</li> <li>Replaced 1 distribution wood pole</li> </ul>	Replacement of 27 distribution wood poles planned



<sup>\*</sup>Work planned is based on current available information and is subject to change

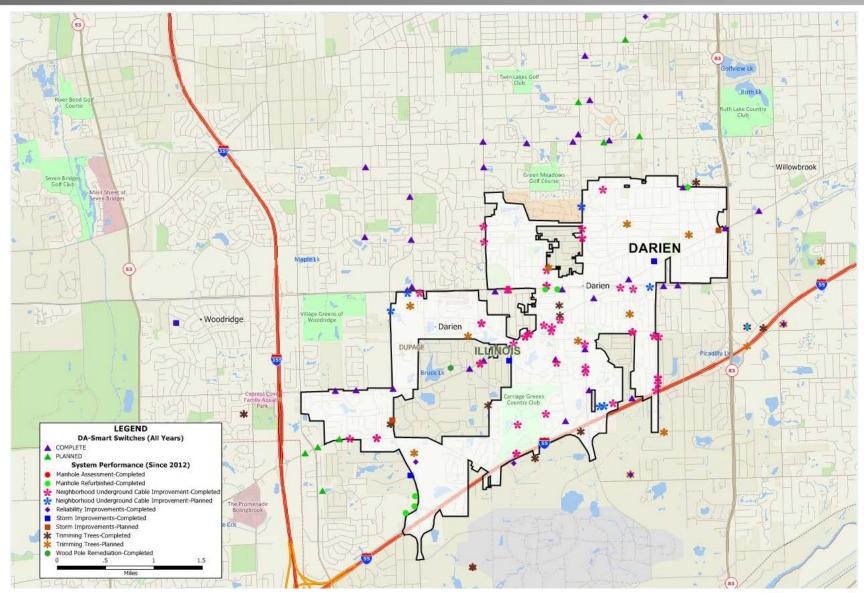
## **System Improvement Benefiting Darien**

## Benefits impacting ComEd Customers in Darien

- ✓ DA has avoided over 11,600 customer interruptions since 2012
- ✓ Number of underground faults in 2016 were the lowest on record
- ✓ In 2016, the number of tree related interruptions were 27% lower than in 2015 and 52% lower than the five year average; the number of customers affected by tree related interruptions was 47% lower than in 2015 and 40% lower than the five year average



# Map of Reliability Work Completed and Planned\*

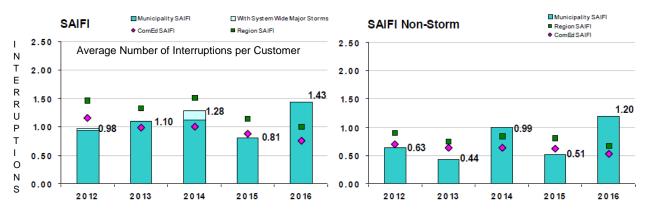


\*YTD through June 5, 2017; Location of work may be outside the boundary of municipality, however, still benefits municipality



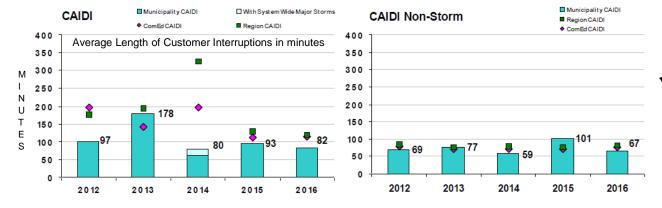
# **Darien Reliability Performance**

## Year End Report



✓ ComEd customers in Darien experienced a 99.98% reliability rate in 2016

✓ 2016 frequency rate or SAIFI is 1.43 reflecting a 76% increase from 2015 rate



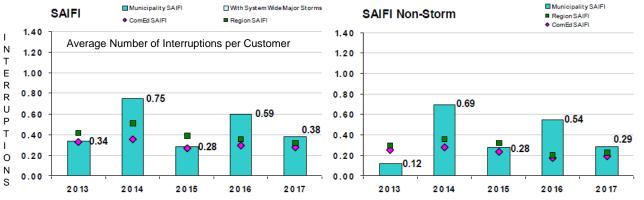
√ 2016 duration rate or CAIDI
is 82 and 12% favorable to
the 2015 rate

Note: For purposes of this Annual Report only, reliability statistics reflect interruptions as defined by the Illinois Administrative Code - Title 83: Public Utilities, Chapter I: Illinois Commerce Commission Subchapter c: Electric Utilities Part 411 Electric Reliability - Section 411.20 Definitions

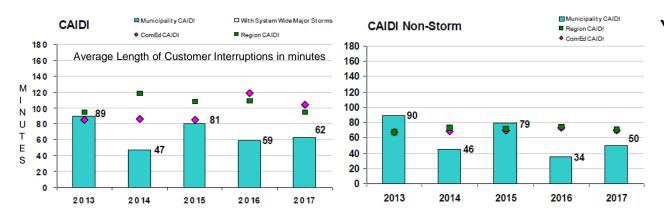


## **Darien Reliability Performance - Year-to-Date**

# Year-to-Date through May PRELIMINARY



✓ YTD 2017 frequency rate or SAIFI is 35% favorable to the YTD 2016 rate



- ✓ YTD 2017 duration rate or CAIDI is 62 minutes
  - ✓ Results are favorable to ComEd's performance in South Region and the ComEd System Average

Note: For purposes of this Annual Report only, reliability statistics reflect interruptions as defined by the Illinois Administrative Code - Title 83: Public Utilities, Chapter I: Illinois Commerce Commission Subchapter c: Electric Utilities Part 411 Electric Reliability - Section 411.20 Definitions.



An Evolon Company

## **AMI Deployment Update**

## ICC Approved Petition on 6/11/2014

## **Benefits of Smart Meters**

- ✓ Smart meters provide customers access to more information about their energy use through online energymanagement tools that can help them manage their electric bills
- Smart meters automatically send meter readings to ComEd, which helps eliminate estimated bills and the need for meter readers to visit homes and businesses
- ✓ Customers can enroll in ComEd's Peak Time Savings program and earn a credit on their electric bill when they voluntarily reduce electricity use when it is most in demand
- ✓ When the smart grid is complete, smart meters can notify ComEd when an outage occurs and when power is restored, leading to quicker response times and more efficient outage restoration

## AMI Deployment Progress

- ✓ On track to install 722,900 smart meters in 2017; 3,500,000 installed since the AMI program began
- ✓ ComEd plans to install 370,000 meters in 2018 which includes commencement of Commercial and Industrial (C&I) meter customers
- ✓ Darien is 99% complete with installations of smart meters totaling 10,500, with the other towns in ComEd's Bolingbrook operating center. Any remaining installs to be completed over the remainder of 2017/2018
- A phased customer outreach and education process is in place which includes advertising to build awareness and community events
- ✓ For more information:
  - Go to ComEd.com/SmartMeter or
  - Call 866-368-8326



## **AMI Residential Communications Guide**

- ✓ ComEd plans to install smart meters in all homes and businesses across northern Illinois by the end of 2018
- ✓ To help create awareness, ComEd has developed a comprehensive communications plan that provides specific implementation details to customers receiving meters
- ✓ These communications provide customers with practical information on what's happening when, and encourages them to take advantage of new tools and resources to help them save on monthly bills

TIMING	METHOD	MESSAGE/BENEFITS	COLLATERAL HOME HOME WAS ARREST TO THE COLLABORATION OF THE COLLABORATIO
90 DAYS BEFORE DEPLOYMENT	Informationalinsert received in customer bill	– Create awareness about smart meters and their benefits	SMATT WILLIAM  TO STATE THE THE THE THE THE THE THE THE THE T
GO DAYS BEFORE DEPLOYMENT	6x9 mailed informative piece	Create awareness that meters will soon be installed in customer's neighborhood      Provide more information about meters and benefits	SINGLE STATE OF THE STATE OF TH
30 DAYS BEFORE DEPLOYMENT	Operational Letter sent in envelope and includes FAQs	Inform that a meter will be installed at customer's home in next 30 days      Sets customer expectation on what happens day of install	The state of the s
7DAYS BEFORE DEPLOYMENT	Recorded message delivered via phone	-Reminder that meter install will be occurring within the week	SERVICE MADIO (192)
DEPLOYMENT	"Sorry we missed you" doorhanger left if unable to install meter	– ID reason install did not occur; provide avenue to reschedule	The state of the s
DEPLOYMENT	"Meter Installed" doorhanger	–Inform that meter has been installed; educate about energy management tools	THE PRODUCT OF THE PR
30/45 DAYS AFTER	6 x 9 mailed welcome piece	–Encourage participation in energy management tools	THE FOR LIGHTAN THE PARTY OF TH
DEPLOYMENT	9 x 6 mailed welcome piece	-Reminder to participate in energy management tools	The state of the s

## **ComEd Support Tools**

- ✓ ComEd has a customer outreach and education strategy that includes communications
  about the smart grid, reliability improvements, and grid modernization benefits. Messages
  are sent to all customers across the ComEd service territory through various channels
- ✓ We also have on line outage communication tools to assist customers:

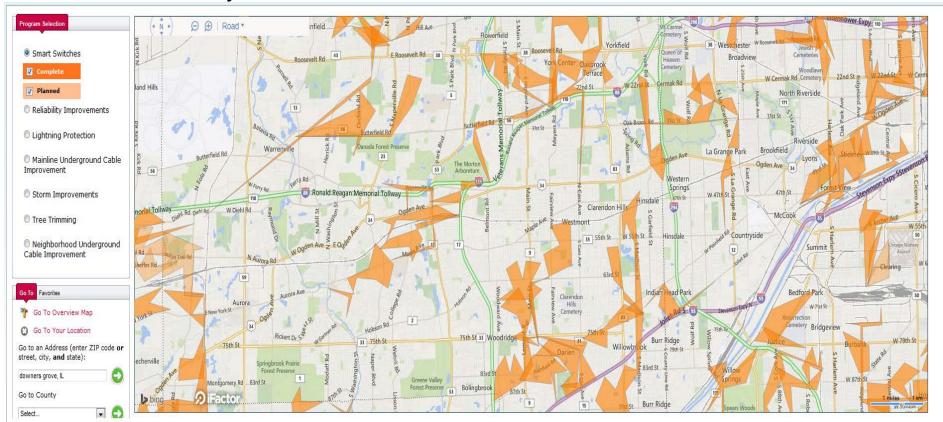




An Evalon Company

## **ComEd System Improvement Map**

- ✓ Check out ComEd's System Improvements map at:
  www.ComEd.com/SystemImprovementMap
- ✓ Map shows the general area reliability work is being completed
- ✓ Zoom to County or address level

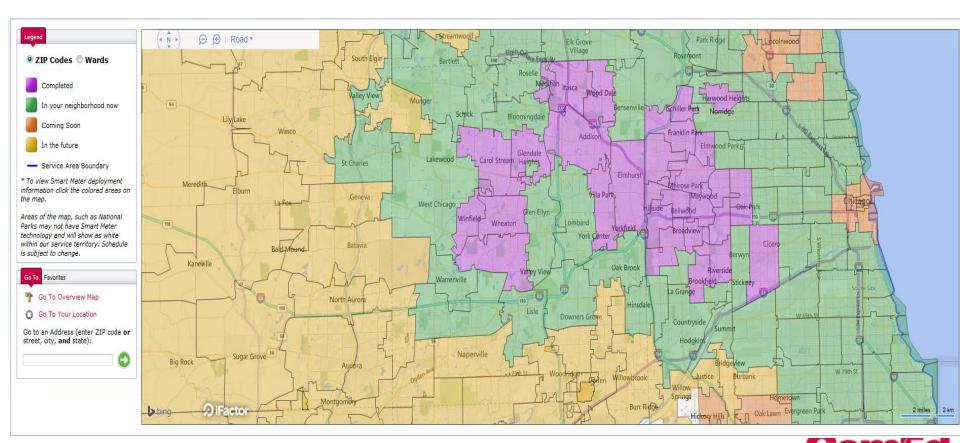




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## **ComEd Smart Meter Installation Schedule**

- ✓ Check out ComEd's Smart Meter Deployment map at: www.ComEd.com/SmartMeterMap
- ✓ Map shows the general area of AMI deployment (past, present and future).
- ✓ Zoom to address level





## **ComEd Outage Map**

- ✓ Check out ComEd's Outage map at: www.ComEd.com/Map
- ✓ Map shows current outages; refreshes every 30 minutes
- ✓ Zoom to County or address level





# Questions?





# Darien Police Department

# **Monthly Report**

June 2017



#### NATIONAL NIGHT OUT

We are participating in National Night Out on Tuesday August 1, 2017. It will be hosted at Darien Community Park from 7:00pm to 10:00pm.

National Night Out is an annual (34<sup>th</sup> year) community-building campaign that promotes police-community partnerships and neighborhood camaraderie. Its intent is to make our neighborhoods safer and more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

Millions of neighbors take part in National Night Out across thousands of communities from all fifty states, U.S. territories, Canadian cities, and military bases worldwide on the first Tuesday in August. Neighborhoods host block parties, festivals, parades, cookouts and various other community events with safety demonstrations, seminars, youth events, visits from emergency personnel, exhibits and much, much more.

## We are planning the following:

- Touch-a-Truck Event
  - Representation from Darien Police Department, Woodridge Police Department, Willowbrook Police Department, DuPage County Sheriff Office, Illinois State Police, Darien-Woodridge Fire Department, Tri-State Fire Department, Zazzo's, Tom and Jerry Shell, Darien School District #61 and others.
- Kid & Family-Friendly Events & Activities
- Prizes
- Representation from Local Businesses
- Representation from Local Fraternal Organizations
- SWAT Demonstration
- Canine Demonstration
- Other Police Demonstrations
- Police Booth with Senior Services Information, Games & Raffle
- Raffle to benefit Shop With a Hero Charity (partnership with Darien-Woodridge Fire Department)
- Darien Youth Club with a Fast Pitch Booth
- Darien Stars Selling Water / Soda
- Popcorn / Snow Cone Machine

# National Night Out 2017



August 1, 2017 7pm – 10pm

Darien Community Park

Come out and meet your neighbors and help make our neighborhoods safer!

Touch-a-Truck \* Games \* Raffle \* K9 Demo \* SWAT Demo \* DUI Enforcement Demo \* Food and Drink \* Darien-Woodridge Fire Department \* Tri-State Fire Department \* Vendors

# Calls for Service Summary

June 2017

	Citiz	en Ger	nerated	<b>Events</b>		
	<u>June</u> 2017	<u>June</u> 2016	1 Year Change	<b>YTD 2017</b>	<b>YTD 2016</b>	1 Year Change
Beat 1	208	219	-5.0%	1159	1203	-3.7%
Beat 2	204	219	-6.8%	1015	1039	-2.3%
Beat 3	267	236	13.1%	1434	1416	1.3%
Out of Town	9	16	-43.8%	53	55	-3.6%
Total	688	690	-0.3%	3661	3713	-1.4%
Shift 1	288	269	7.1%	1477	1582	-6.6%
Shift 2	301	319	-5.6%	1650	1665	-0.9%
Shift 3	99	102	-2.9%	534	466	14.6%
Total	688	690	-0.3%	3661	3713	-1.4%
Top Ten Incide	onts Cat	agorias				
Citizen Assist	11 <b>113 Ca</b> tt	80	3.8%	487	453	7.5%
Investigative	73	64	14.1%	347	419	-17.2%
Suspicion	51	61	-16.4%	321	347	-7.5%
Alarm	63	88	-28.4%	428	395	8.4%
Accident	60	53	13.2%	303	331	-8.5%
Public Order	69	61	13.1%	246	246	0.0%
Administrative	45	39	15.4%	239	222	7.7%
Disorder	31	23	34.8%	197	134	47.0%
Traffic	29	28	3.6%	150	140	7.1%
Animal	41	48	-14.6%	144	184	-21.7%
Theft	26	18	44.4%	112	107	4.7%
Agency Assist	18	27	-33.3%	133	143	-7.0%
Domestic	25	29	-13.8%	147	162	-9.3%
Parking	25	25	0.0%	98	103	-4.9%
Medical/Ambulance	17	9	88.9%	103	93	10.8%
Burglary	7	6	16.7%	35	36	-2.8%
Forgery	6	4	50.0%	41	42	-2.4%
Hazard	3	10	-70.0%	25	40	-37.5%
Fire	2	3	-33.3%	21	19	10.5%
Drug	7	3	133.3%	21	24	-12.5%
Missing Person	5	3	66.7%	25	29	-13.8%
Warrant	0	0	0.0%	14	8	75.0%
Assault	0	5	-100.0%	8	19	-57.9%
Shots Fired	0	1	-100.0%	3	9	-66.7%
Rape	2	1	100.0%	8	6	33.3%
Robbery	0	1	-100.0%	5	2	150.0%
Total	688	690	-0.3%	3661	3713	-1.4%

# Calls for Service Summary (continued)

June 2017

Officer Initiated Event Category						
	<u>June</u> 2017	<u>June</u> 2016	1 Year Change	YTD 2017	YTD 2016	1 Year Change
Focused Patrol	262	653	-59.9%	1111	5563	-80.0%
Crime Prevention	515	636	-19.0%	3434	3780	-9.2%
Traffic	386	474	-18.6%	2081	2439	-14.7%
Administrative	141	180	-21.7%	878	1272	-31.0%
Parking	7	35	-80.0%	96	257	-62.6%
Suspicion	48	27	77.8%	243	190	27.9%
Community Engagement	7	8	-12.5%	142	197	-27.9%
Citizen Assist	34	21	61.9%	193	125	54.4%
Investigative	14	12	16.7%	89	101	-11.9%
Public Order	6	8	-25.0%	87	90	-3.3%
Agency Assist	10	21	-52.4%	63	69	-8.7%
Accident	4	5	-20.0%	24	29	-17.2%
Sex Offenses	1	9	-88.9%	4	13	-69.2%
Warrant	2	2	0.0%	15	11	36.4%
Animal	2	0	0.0%	8	11	-27.3%
Theft	2	2	0.0%	11	6	83.3%
Forgery	1	3	-66.7%	9	10	-10.0%
Burglary	4	0	0.0%	5	1	400.0%
Disorder	0	0	0.0%	4	4	0.0%
Domestic	1	0	0.0%	4	5	-20.0%
Alarm	1	1	0.0%	1	3	-66.7%
Hazard	0	0	0.0%	1	2	-50.0%
Missing Person	0	1	-100.0%	1	1	0.0%
Assault	1	0	0.0%	4	1	300.0%
Drug	1	0	0.0%	2	2	0.0%
Fire	0	0	0.0%	0	2	-100.0%
Medical	0	0	0.0%	3	1	200.0%
Robbery	0	0	0.0%	0	0	0.0%
Alcohol	0	0	0.0%	0	1	-100.0%
Total	1450	2098	-30.9%	8513	14186	-40.0%

# Crime Report Jun 2017

Part 1 Offenses										
	<u>Jun</u> 2017	<u>Jun</u> 2016	<u>Jun</u> 2012	1 Year Change	5 Year Change	<u>Jun</u> 2017	<u>Jun</u> 2016	<u>Jun</u> 2012	1 Year Change	5 Year Change
Murder	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Sexual Assault	1	0	0	0.0%	0.0%	1	0	0	0.0%	0.0%
Robbery	0	0	1	0.0%	-100.0%	3	0	2	0.0%	50.0%
Assault & Battery	0	0	0	0.0%	0.0%	5	1	1	400.0%	400.0%
Violent Crime	1	0	1	0.0%	0.0%	9	1	3	800.0%	200.0%
Burglary	2	3	8	-33.3%	-75.0%	12	19	33	-36.8%	-63.6%
Theft	28	16	45	75.0%	-37.8%	89	99	99	-10.1%	-10.1%
Motor Vehicle Theft	2	0	1	0.0%	100.0%	7	4	3	75.0%	133.3%
Arson	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Property Crime</b>	32	19	54	68.4%	-40.7%	108	122	135	-11.5%	-20.0%
Part One Crime	33	19	55	73.7%	-40.0%	117	123	138	-4.9%	-15.2%
				Part 2	Offens	es				
	<u>Jun</u> 2017	<u>Jun</u> 2016	<u>Jun</u> 2012	1 Year Change	5 Year Change	<u>Jun</u> 2017	<u>Jun</u> 2016	<u>Jun</u> 2012	1 Year Change	5 Year Change
Assault	1	1	0	0.0%	0.0%	3	3	2	0.0%	50.0%
Battery	0	7	3	-100.0%	-100.0%	18	17	16	5.9%	12.5%
Domestic Battery	3	3	4	0.0%	-25.0%	22	32	21	-31.3%	4.8%
Criminal Damage	10	2	12	400.0%	-16.7%	22	13	50	69.2%	-56.0%
Criminal Trespass	0	0	0	0.0%	0.0%	3	1	1	200.0%	200.0%
Disorderly Conduct	3	2	5	50.0%	-40.0%	29	20	15	45.0%	93.3%

# Arrest Report

June 2016

Part One Offenses										
	<u>Jun</u> 2016	<u>Jun</u> 2015	<u>Jun</u> 2011	1 Year Change	5 Year Change	YTD 2016	<b>YTD 2015</b>	YTD 2011	1 Year Change	5 Year Change
Murder	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Robbery	0	0	0	0.0%	0.0%	1	0	0	0.0%	0.0%
Assault & Battery	0	0	0	0.0%	0.0%	1	1	3	0.0%	-66.7%
Violent Crime	0	0	0	0.0%	0.0%	2	1	3	100.0%	-33.3%
Burglary	0	0	0	0.0%	0.0%	2	0	1	0.0%	100.0%
Theft	3	3	6	0.0%	-50.0%	22	33	34	-33.3%	-35.3%
Motor Vehicle Theft	0	0	0	0.0%	0.0%	2	0	0	0.0%	0.0%
Arson	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Property Crime</b>	3	3	6	0.0%	-50.0%	26	33	35	-21.2%	-25.7%
Part One Crime	3	3	6	0.0%	-50.0%	28	34	38	-17.6%	-26.3%

Part Two Offenses											
	<u>Jun</u> 2016	<u>Jun</u> 2015	<u>Jun</u> 2011	1 Year Change	5 Year Change	YTD 2016	YTD 2015	<b>YTD 2011</b>	1 Year Change	5 Year Change	
Assault	0	0	0	0.0%	0.0%	1	0	0	0.0%	0.0%	
Battery	0	3	0	-100.0%	0.0%	4	3	2	33.3%	100.0%	
Domestic Battery	0	3	3	-100.0%	-100.0%	8	9	17	-11.1%	-52.9%	
Criminal Damage	1	1	0	0.0%	0.0%	4	10	3	-60.0%	33.3%	
Criminal Trespass	0	0	0	0.0%	0.0%	3	5	0	-40.0%	0.0%	
Disorderly Conduct	0	0	0	0.0%	0.0%	14	4	5	250.0%	180.0%	
Alcohol Possession	0	1	0	-100.0%	0.0%	0	7	1	-100.0%	-100.0%	
Alcohol Consumption	0	1	0	-100.0%	0.0%	3	3	7	0.0%	-57.1%	

# Arrest Report

June 2016

Drug Related Offenses										
	<u>Jun</u> 2016	<u>Jun</u> 2015	<u>Jun</u> 2011	1 Year Change	5 Year Change	<b>YTD 2016</b>	YTD 2015	<u>YTD</u> <u>2011</u>	1 Year Change	<u>5 Year</u> Change
Cannabis	0	5	1	-100.0%	-100.0%	2	28	20	-92.9%	-90.0%
Controlled Substance	0	3	1	-100.0%	-100.0%	6	5	8	20.0%	-25.0%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Drug Paraphernalia	0	5	1	-100.0%	-100.0%	2	13	16	-84.6%	-87.5%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	1	0.0%	-100.0%
Adult / Juvenile										
	<u>Jun</u> 2016	<u>Jun</u> 2015	<u>Jun</u> 2011	1 Year Change	5 Year Change	<b>YTD 2016</b>	<u>YTD</u> 2015	<u>YTD</u> <u>2011</u>	1 Year Change	5 Year Change
Adult	19	50	19	-62.0%	0.0%	103	253	152	-59.3%	-32.2%
Juvenile	1	8	0	-87.5%	0.0%	24	43	18	-44.2%	33.3%
Warrants										
Served	<u>Jun</u> 2016	<u>Jun</u> 2015	<u>Jun</u> 2011	1 Year Change 0.0%	5 Year Change 33.3%	YTD 2016	YTD 2015 21	YTD 2011 26	1 Year Change -14.3%	5 Year Change -30.8%

# Traffic Summary June 2017

Accidents										
Type of Accident	<u>Jun</u> 2017	<u>Jun</u> 2016	Percent Change	<u>YTD</u> 2017	YTD 2016	Percent Change				
Property Damage	51	39	30.8%	268	250	7.2%				
Personal Injury	6	7	-14.3%	32	38	-15.8%				
Fatal	0	0	0.0%	0	1	-100.0%				
Total	57	46	23.9%	300	289	3.8%				
Fatalities	0	0	0.0%	0	2	-100.0%				
Hit & Run	6	10	-40.0%	35	35	0.0%				
Private Property	22	20	10.0%	113	105	7.6%				
DUI	0	0	0.0%	3	2	50.0%				

# Traffic Summary (continued) June 2017

# **Enforcement**

	<u>June</u> 2017	<u>June</u> 2016	Percent Change	<u>YTD</u> 2017	YTD 2016	Percent Change
Traffic Stops	276	285	-3.2%	1511	1501	0.7%
Moving Citation	91	87	4.6%	459	447	2.7%
Moving Warning	130	95	36.8%	596	550	8.4%
<b>Total Moving</b>	221	182	21.4%	1055	997	5.8%
Non-Moving Citation	36	74	-51.4%	281	305	-7.9%
Non-Moving Warning	64	72	-11.1%	431	436	-1.1%
<b>Total Non-Moving</b>	100	146	-31.5%	712	741	-3.9%
Total Warning	194	167	16.2%	1027	986	4.2%
Total Citations	194	161	-21.1%	740	752	-1.6%
Total Enforcement Actions	321	328	-21.1%	1767	1738	1.7%
Total Emorcement Actions	321	348	-2.1 %	1/0/	1/30	1.7%
DUI Arrests	9	2	350.0%	44	19	131.6%
Category						
Speed	135	116	16.4%	678	596	13.8%
Registration	45	57	-21.1%	262	294	-10.9%
Traffic Sign or Signal	48	39	23.1%	163	247	-34.0%
Equipment	14	19	-26.3%	150	148	1.4%
Distracted Driving	16	30	-46.7%	121	111	9.0%
Insurance	14	18	-22.2%	101	102	-1.0%
Lane Violation	13	11	18.2%	108	85	27.1%
License	9	16	-43.8%	62	69	-10.1%
Signal	6	5	20.0%	36	34	5.9%
Yield	6	8	-25.0%	21	21	0.0%
Seat Belt	3	5	-40.0%	17	11	54.5%
Other	0	2	-100.0%	10	8	25.0%
Accident	9	1	800.0%	28	6	366.7%
Parking	1	1	0.0%	5	5	0.0%
Alcohol	0	0	0.0%	3	1	200.0%
Reckless	2	0	0.0%	2	0 1 <b>72</b> 0	0.0%
Total	321	328	-2.1%	1767	1738	1.7%





# **CITY OF DARIEN**

# **EXPENDITURE APPROVAL LIST** FOR CITY COUNCIL MEETING ON July 3, 2017

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		\$67,020.25	
Water Fund		\$9,330.84	
Motor Fuel Tax Fund		\$4,671.82	
Water Depreciation Fund		\$3,100.00	
Special Service Area Tax F	und		
Debt Service Fund			
Capital Improvement Fund	\$127,208.57		
State Drug Forfeiture Fund	I		
Federal Equitable Sharing	Fund	\$3,090.69	
	Subtotal:	\$214,422.17	
General Fund Payroll	06/22/17	\$ 225,344.48	
Water Fund Payroll	06/22/17	\$ 20,780.17	
	Subtotal:	\$ 246,124.65	

Total to be Approved by City Council: \$ 460,546.82

Approvals:	
Kathleen Moesle Weaver, Mayor	
JoAnne E. Ragona, City Clerk	
Michael J. Coren, Treasurer	

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	REMAINING BALANCE DUE FOR INVOICE 57557	AP070317	4325	Consulting/Professional	23.75
AIS	MONTHLY SERVER MANAGEMENT	AP070317	4325	Consulting/Professional	3,570.00
AIS	COMPUTER SUPPORT- DARIEN WEBSITE	AP070317	4325	Consulting/Professional	400.00
AIS	COMPUTER SUPPORT- VMWare RENEWAL	AP070317	4325	Consulting/Professional	100.00
AIS	HARDWARE/SOFTWARE- LISA	AP070317	4325	Consulting/Professional	745.00
AIS	BACK UP AND RECOVERY SERVICES- JULY 2017	AP070317	4325	Consulting/Professional	950.00
CALL ONE, INC.	MONTHLY TELEPHONE BILL JUNE/JULY 2017	- AP070317	4267	Telephone	1,304.91
CDW GOVERNMENT, INC.	MS OFFICE 2016 -PETE	AP070317	4325	Consulting/Professional	230.91
CDW GOVERNMENT, INC.	COMPUTER SUPPORT	AP070317	4325	Consulting/Professional	314.45
CDW GOVERNMENT, INC.	COMPUTER SUPPORT - CHIEF AND COMMANDER	AP070317	4325	Consulting/Professional	628.90
COMCAST CABLE	CABLE FOR CITY HALL	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.41
DUPAGE COUNTY RECORDER	RECORDING: R-61-17 - STORM SEWER EASEMENT *613 and 617 70th	AP070317	4221	Legal Notices	42.00
IMPACT NETWORKING, LLC	KONICA CONTRACT	AP070317	4225	Maintenance - Equipment	98.00
NICOR GAS	NICOR FOR CITY HALL (825411-10001)	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	96.01
OCCUPATIONAL HEALTH CENTERS	RANDOM BREATHALIZER TEST	AP070317	4219	Liability Insurance	89.50
OFFICE DEPOT	MEMORY CARDS FOR CLERKS OFFICE	AP070317	4253	Supplies - Office	31.60
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP070317	4253	Supplies - Office	99.93

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE	AP070317	4243	Rent - Equipment	254.82
STAPLES BUSINESS ADVANTAGE	TONER FOR ACCOUNTING	AP070317	4253	Supplies - Office	127.84
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM SUPPLIES FOR CITY HALL	AP070317	4223	Maintenance - Building	97.89
				Total Administration	9,213.92

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund City Council

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IL STATE POLICE	FINGERPRINTING- JEWEL= CATHERINE KEARNEY	AP070317	4205	Boards and Commissions	<u>37.00</u>
				Total City Council	37.00

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Community Development

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ELEVATOR INSPECTION SERVICE CO	3 ELEVATOR RE- INSPECTIONS	AP070317	4328	Conslt/Prof Reimbursable	75.00
ELEVATOR INSPECTION SERVICE CO	PIT LADDER INSTALLED 2300 OAKMONT WAY	AP070317	4328	Conslt/Prof Reimbursable	80.00
ELEVATOR INSPECTION SERVICE CO	PIT LADDER INSTALLED 2301 OAKMONT WAY	AP070317	4328	Conslt/Prof Reimbursable	80.00
				Total Community Development	235.00

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACRES GROUP	BID BOND REFUND-2016 TREE PLANTING	AP070317	4350	Forestry	10,000.00
AFTERMATH	CLEANUP OF INTERVIEW ROOM	AP070317	4223	Maintenance - Building	105.00
AIR ONE EQUIPMENT, INC.	SIDE-SPRAYER FOR WATERDOG	AP070317	4225	Maintenance - Equipment	3,622.50
COM ED	COM ED -PUBLIC WORKS- 0788310001	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
COM ED	COM ED-CLOCK TOWER (0633028127)	AP070317	4359	Street Light Oper & Maint.	113.07
COM ED	COM ED-STREET LIGHTS (0788318007)	AP070317	4359	Street Light Oper & Maint.	229.18
COM ED	COM ED-STREET LIGHTS- 6753122017	AP070317	4359	Street Light Oper & Maint.	33.91
DUPAGE TOPSOIL, INC.	TOPSOIL FOR STREET PROJECTS	AP070317	4257	Supplies - Other	505.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR CHEROKEE REAR YARD	AP070317	4374	Drainage Projects	670.00
DUPAGE TOPSOIL, INC.	TOPSOIKL FOR 70TH ST REAR YARD	AP070317	4374	Drainage Projects	170.00
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICE FOR PW SHOP	AP070317	4223	Maintenance - Building	52.50
GRADE A	SOD AND SEED - CHEROKEE DRAINAGE PROJ	AP070317	4374	Drainage Projects	2,346.00
GRADE A	75TH STREET RESTORATION BEHIND CHEROKEE	AP070317	4374	Drainage Projects	1,068.00
GRADE A	HIGH CREST REAR YARD	AP070317	_	Drainage Projects	1,560.00
ILLINOIS EPA	ANNUAL NPDES BILL TIRE RECYCLING	AP070317		Consulting/Professional  Maintenance - Vehicles	1,000.00
JUST TIRES LAWSON PRODUCTS INCORPORATED		AP070317 AP070317	-	Maintenance - Venicles  Maintenance - Vehicles	12.00 561.47

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LORCHEM TECHNOLOGIES INC	MAINTENANCE TO SHOP'S PRESSURE WASHER	AP070317	4223	Maintenance - Building	249.59
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR #202	AP070317	4225	Maintenance - Equipment	372.25
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR #202	AP070317	4225	Maintenance - Equipment	173.46
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR #207	AP070317	4225	Maintenance - Equipment	173.46
MARTIN IMPLEMENT SALES, INC.	FREIGHT CHARGE FOR REPAIR PARTS #207	AP070317	4225	Maintenance - Equipment	14.00
NORWALK TANK	79TH HONEYLOCUST	AP070317	4374	Drainage Projects	2,874.28
NORWALK TANK	CREDIT ON OVERSHIPMENT OF 12 ELBOWS	AP070317	4374	Drainage Projects	(513.48)
NORWALK TANK	SUPPLIES FOR HONEYLOCUST REAR YARD	AP070317	4374	Drainage Projects	1,900.00
NORWALK TANK	SUPPLIES FOR OTHER REAR YARD PROJECTS	AP070317	4374	Drainage Projects	1,162.60
RAGS ELECTRIC	STREET LIGHT REPAIR - 8307 WOODLAND	AP070317	4359	Street Light Oper & Maint.	510.79
RIC MAR INDUSTRIES, INC.	SHOP CLEANING SUPPLIES	AP070317	4223	Maintenance - Building	303.69
RIC MAR INDUSTRIES, INC.	MECHANIC SUPPLIES	AP070317	4225	Maintenance - Equipment	280.29
RUSSO'S POWER EQUIPMENT	ARCTIC LD PUSHBOX	AP070317	4815	Equipment	3,100.00
TAMELING, INC.	RESTORATION SUPPLIES	AP070317	4257	Supplies - Other	10.00
TAMELING, INC.	RESTORATION SUPPLIES	AP070317	4374	Drainage Projects	524.00
TRAFFIC CONTROL AND PROTECTION	SIGN SUPPLIES	AP070317	4257	Supplies - Other	871.15
TRUGREEN	BUILDING MAINTENANCE	AP070317	4350	Forestry	406.00
TRUGREEN	FERTILIZATION	AP070317	4350	Forestry	1,390.00

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
TRUGREEN PROCESSING CENTER	75th STREET FERTILIZATION -(SECT 1, APPLICATION #1)	AP070317	4350	Forestry	1,765.00
TRUGREEN PROCESSING CENTER	75th STREET FERTILIZATION (SECT 3, APPLICATION #1)	AP070317	4350	Forestry	1,080.00
TRUGREEN PROCESSING CENTER	FERTILIZATION - (SECT I, APPLICATION #2)	AP070317	4350	Forestry	2,270.00
TYCO INTEGRATED SECURITY LLC	ALARM SERVICE	AP070317	4223	Maintenance - Building	314.41
UNIQUE PRODUCTS & SERVICE CORP	CLEANING SUPPLIES FOR POLICE DEPT	AP070317	4223	Maintenance - Building	<u>89.69</u>
				Total Public Works, Streets	41,425.90

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 General Fund Police Department

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AXON ENTERPRISES INC	11 TASERS AND BATTERY PACKS	AP070317	4815	Equipment	14,152.49
DOUG RUMICK	BOOKS FOR SERGEANT'S EXAM	AP070317	4269	Uniforms	94.27
DOUG RUMICK	RUMICK #304 - LOWA BOOTS	AP070317	4269	Uniforms	172.00
ILHIA	ILHIA CONFERENCE- DETECTIVE FOYLE-PRICE	AP070317	4263	Training and Education	195.00
ILHIA	ILHIA CONFERENCE- DETECTIVE SIMEK	AP070317	4263	Training and Education	195.00
ILLINOIS SECRETARY OF STATE	REGISTRATION RENEWAL FOR D32	AP070317	4229	Maintenance - Vehicles	101.00
ILLINOIS SECRETARY OF STATE	REGISTRATION RENEWAL FOR D34	AP070317	4229	Maintenance - Vehicles	101.00
JEFFREY SIMEK	2 IPHONE CASES FOR DETECTIVES	AP070317	4253	Supplies - Office	36.69
JP MORGAN CHASE BANK NA	RECORDS SEARCH FOR CASE #17-1740	AP070317	4217	Investigation and Equipment	33.48
RAY O'HERRON CO. INC.	AUX OFFICER-PERRONE - NAMETAPE	AP070317	4203	Auxiliary Police	40.00
SIRCHIE FINGER PRINT LABS	TAPE FOR EVIDENCE DEPT	AP070317	4217	Investigation and Equipment	409.82
STAPLES BUSINESS ADVANTAGE	TONER	AP070317	4253	Supplies - Office	427.68
THEODORE POLYGRAPH SERVICE	POLY EXAM FEE -SEXTON	AP070317	4205	Boards and Commissions	150.00
				Total Police Department	16,108.43
				Total General Fund	67,020.25

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Water Fund Public Works, Water

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE TRAILER AIR ONE EQUIPMENT, INC.	TRAILER ADAPTERS SIDE-SPRAYER FOR	AP070317 AP070317	_	Maintenance - Equipment Maintenance - Equipment	32.83 3,622.50
AMERICAN WATER WORKS ASSOC.	WATERDOG MEMBERSHIP DUES - DAN GOMBAC	AP070317	4213	Dues and Subscriptions	83.00
ASPEN AUTO BODY, INC.	NEW HOOD- TRUCK #401 (2009 SILVERADO)	AP070317	4225	Maintenance - Equipment	859.50
CENTRAL SOD FARMS	SALT TOLERANT SOD FOR RESTORATIONS	AP070317	4231	Maintenance - Water System	75.00
CENTRAL SOD FARMS COM ED	SOD FOR RESTORATIONS COM ED - 75TH STREET PUMPING STATION 3118112014	AP070317 AP070317	-	Maintenance - Water System Utilities (Elec,Gas,Wtr,Sewer)	207.00 418.15
DUPAGE TOPSOIL, INC.	TOPSOIL FOR VARIOUS LANDSCAPE	AP070317	4231	Maintenance - Water System	330.00
FIRE & SECURITY SYSTEMS, INC.	ALARM SERVICE FOR PW SHOP	AP070317	4223	Maintenance - Building	52.50
FOSTER'S TRUCK REPAIR	SAFETY LANE	AP070317	4225	Maintenance - Equipment	30.00
HD SUPPLY WATERWORKS, LTD	FIRE HYDRANT REPAIR PARTS	AP070317	4231	Maintenance - Water System	600.00
HD SUPPLY WATERWORKS, LTD	METER GASKETS	AP070317	4880	Water Meter Purchases	157.44
LEE JENSEN SALES, CO., INC.	STEEL PLATE LOCKING SYSTEM	AP070317	4231	Maintenance - Water System	798.00
NICOR GAS	NICOR-PLANT #5 - 23644110001	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	44.55
NICOR GAS	NICOR -PLANT #3 - 05002110004	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	46.91
NICOR GAS	NICOR PLANT #4 - 12344110007	AP070317	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.75
RED WING SHOES	CLOTHING - SCHUSTER	AP070317	4269	Uniforms	172.80
SUBURBAN LABORATORIES	WATER SAMPLES	AP070317	4241	Quality Control	655.00
TONI ROLOWICZ	REIMBURSEMENT- CONCRETE REPLACEMENT	AP070317	4231	Maintenance - Water System	402.50

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Water Fund Public Works, Water

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
TRUGREEN PROCESSING CENTER	FERTILIZAITON - (SECTION ii, APPLICATION #1)	AP070317	4223	Maintenance - Building	400.00
TYCO INTEGRATED SECURITY LLC	ALARM SERVICE	AP070317	4223	Maintenance - Building	314.41
				Total Public Works, Water	9,330.84
				Total Water Fund	9,330.84

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Motor Fuel Tax MFT Expenses

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
K-FIVE CONSTRUCTION	ROAD REPAIRS	AP070317	4245	Road Material	75.00
K-FIVE CONSTRUCTION	ASPHALT PATCH	AP070317	4245	Road Material	50.00
NORWALK TANK	PIPE AND OTHER SUPPLIES RICHMOND	- AP070317	4257	Supplies - Other	3,094.32
NORWALK TANK	INLETS, OUTLETS AND RINGS FOR RICHMOND DRAINAGE PROJ	AP070317	4257	Supplies - Other	941.58
NORWALK TANK	FLATTOP CENTER HOLE, MANHOLE,	AP070317	4257	Supplies - Other	<u>510.92</u>
				Total MFT Expenses	4,671.82
				Total Motor Fuel Tax	4,671.82

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Water Depreciation Fund Depreciation Expenses

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RUSSO'S POWER EQUIPMENT	ARCTIC LD PUSHBOX	AP070317	4815	Equipment	3,100.00
				Total Depreciation Expenses	3,100.00
				Total Water Depreciation Fund	3,100.00

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Federal Equitable Sharing Fund Drug Forfeiture Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
STONESIDE LLC	1ST INSTALLMENT OF EOC BLINDS	AP070317	4213	Dues and Subscriptions	3,090.69
				Total Drug Forfeiture Expenditures	3,090.69
				Total Federal Equitable Sharing Fund	3,090.69

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Capital Improvement Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
TONI ROLOWICZ	REIMBURSEMENT- CONCRETE REPLACEMENT	AP070317	4383	Curb & Gutter Replacement Prog	189.00
				Total Public Works, Streets	189.00

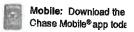
# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Capital Improvement Fund Capital Fund Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HD SUPPLY WATERWORKS, LTD	18 INCH PIPE FOR BROOKHAVEN	AP070317	4376	Ditch Projects	1,379.40
HOMER TREE CARE, INC.	TREE REMOVAL FOR BROOKHAVEN DITCH PROJECT	AP070317	4376	Ditch Projects	925.00
LEGION SERVICE PROVIDER	JOB TICKET 163582	AP070317	4376	Ditch Projects	742.41
LEGION SERVICE PROVIDER	6 SEMI TRUCKS HAULING- 6 19-17	- AP070317	4376	Ditch Projects	4,784.42
NORWALK TANK	TENNESSEE DITCH PROJECT	AP070317	4376	Ditch Projects	521.47
NORWALK TANK	STRUCTURE FOR BENTLEY	AP070317	4376	Ditch Projects	415.82
NORWALK TANK	CLOSED LIDS FOR BENTLEY	AP070317	4376	Ditch Projects	1,592.46
SCHROEDER & SCHROEDER INC	CONCRETE DRIVEWAY REPAIRS / BENTLEY DITCH PROJ	AP070317	4376	Ditch Projects	11,264.63
SCHROEDER & SCHROEDER INC	CONCRETE DRIVEWAY REPAIRS / TENNESSEE DITCH PROJ	AP070317	4376	Ditch Projects	24,195.50
SCORPIO CONSTRUCTION GROUP	TENNESSEE DITCH PROJECT	AP070317	4376	Ditch Projects	26,799.00
SCORPIO CONSTRUCTION GROUP	BENELTEY DITCH PROJECT	AP070317	4376	Ditch Projects	37,000.00
SCORPIO CONSTRUCTION GROUP	BEHIND CURB PATCHES	AP070317	4855	Street Reconstruction/Rehab	16,983.00
TAMELING, INC.	SUPPLIES FOR BRICK DRIVEWAY REPAIR - BENTLEY	AP070317	4376	Ditch Projects	319.30
TAMELING, INC.	SCREENINGS FOR BRICK DRIVEWAY REPAIR- BENTLEY	AP070317	4376	Ditch Projects	<u>97.16</u>
				Total Capital Fund Expenditures	127,019.57

# CITY OF DARIEN Expenditure Journal From 6/20/2017 Through 7/3/2017 Capital Improvement Fund Capital Fund Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
				Total Capital Improvement Fund	127,208.57
Report Total					214,422.17





## **ACCOUNT SUMMARY**

79 W	
	~
Previous Balance	\$3,225.31
Payment, Credits	-\$3,263.07
Purchases	+\$1,984.88
Cash Advances	\$0.00
Balance Transfers	\$0,00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,947.12
Opening/Closing Date	06/03/17 - 07/02/17
Credit Limit	\$50,000
Available Credit	
Cash Access Line	\$48,052
mile	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00
	30.00

# **PAYMENT INFORMATION**

and the first operations and make the contract of the contract	and the second
New Balance	\$1,947.1.
Payment Due Date	07/24/1
Minimum Payment Due	\$389.00
Lake Burney 1361	gross, ca

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

# YOUR ACCOUNT MESSAGES

& Item was transferred from lost / stolen account.

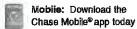
# FLEXIBLE REWARDS SUMMARY

Previous points balance	11 m	
	140,8	394
+ Points earned on purchases this period	•	
= New total points balance	1,0	388
- Non total points balance	142,7	/82

#### **ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/19	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) -\$3,165.79 INCLUDING PAYMENTS RECEIVED	-3,165.79
06/15	AMAZON.COM AMZN.COMBILL WA WIRELESS KEYBORRD - POLICE TRANSACTIONS THIS CYCLE (CARD 4583) \$25.51	25.51
06/28		
06/28	WAL-MART #2215 DARIEN IL CANA 1 - 4th TID	86,17
06/28	WAL-MART #2215 DARIEN IL ANDY 24 - July Parad	151.54
06/30	WAL-MART #2215 DARIEN IL MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$395.85	141.23 16.91
06/24	Amazon.com AMZN.COM/BILL WA DOCKING STATION - LAPTOP - TRANSACTIONS THIS CYCLE (CARD 5570) \$127.50	127.50
06/30	ASPEN VALLEY LANDSCAPE 708-301-0703 IL	
16/17	4mm+	-20.90
06/17	4TE*ILSecofStateSFee 217-782-4696 IL  ATE*ILSecofStateSFee 217-782-4696 IL  Renewal Fee 11	101.00 2.37





## **ACCOUNT ACTIVITY**

\$ 28 1

## (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount	
06/21	COMCAST CHICAGO 800-COMCAST IL Internet for Public Works	109,85	
06/29	INT'L CODE COUNCIL INC 888-422-7238 IL 2 GOOG FAC COMMAN AND	93.00	
06/30	ASPEN VALLEY LANDSCAPE 708-301-0703 IL Landscape Materials	258.00	
06/30	Amazon.com AMZN.COM/BILL WA External Drive	58.43	
06/29	ASPEN VALLEY LANDSCAPE 708-301-0703 IL Landscape Material TRANSACTIONS THIS CYCLE (CARD 2825) \$622.65	20,90	
06/16	Amazon.com AMZN.COM/BILL WA  GERALD R PICCOLI  TRANSACTIONS THIS CYCLE (CARD 6171) -\$16.86	-16.86	*
05/18	ROCKAUTO 608-661-1376 WI REVERSED Fraud Charge	-59.52	
06/02	& MIDWAYUSA COM 800-2433220 MO SHOOTING MATTS/RAWGE	114.97	
06/06	& AMAZON MKTPLACE PMTS AMZN.COM/BILL WA Phone Cases	20.97	
06/07	& AMAZON MKTPLACE PMTS AMZN. COMBILL WA Traing Rm-Flag Sprand	53.98	
06/06	& CARROT TOP INDUSTRIES INC 919-7326200 NC	63.60	
06/08	& AMAZON MKTPLACE PMTS AMZN.COM/BILL WA WAR WARMER	17.95	
06/12	& USPS.COM CLICKNSHIP 800-344-7779 DC MAILING DOCUMENTS	6.65	
06/21	SQ *NOTARY PUBLIC ASSOCIA gosq.com IL HOTARY STAMP	19.90	
06/22	GIH*GLOBALINDUSTRIALEQ 800-645-2986 FL AV CART	163.19	
06/22		19.90	
06/30	MARRIOTT NORMAL NORMAL IL ROSE MARY GONZALEZ CONF LODGING - STUTTE TRANSACTIONS THIS CYCLE (CARD 2755) \$732.95	311.36	

## 2017 Totals Year-to-Date

Total fees charged in 2017 \$39.00

Total interest charged in 2017 \$57.86

Year-to-date totals do not reflect any fee or interest refunds you may have received.

# INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES			
Purchases CASH ADVANCES	14.24%(v)(d)	-0-	-0-
Cash Advances BALANCE TRANSFERS	20.24%(v)(d)	-0-	-0-
Balance Transfer	14.24%(v)(d)	-0-	-0-

<sup>(</sup>v) = Variable Rate

30 Days in Billing Period

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

<sup>(</sup>d) = Daily Balance Method (including new transactions)

<sup>(</sup>a) = Average Daily Balance Method (including new transactions)





# **CITY OF DARIEN**

# EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON July 17, 2017

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		\$328,886.17
Water Fund		\$493,612.59
Motor Fuel Tax Fund		\$15,161.20
Water Depreciation Fund		\$2,805.00
Impact Fee Agency Fund		\$25,690.00
Debt Service Fund		
Capital Improvement Fund		\$594,677.43
State Drug Forfeiture Fund	I	
Federal Equitable Sharing	Fund	\$280.77
	Subtotal:	\$1,461,113.16
General Fund Payroll	07/06/17	\$ 241,360.25
Water Fund Payroll	07/06/17	\$ 17,637.79
·	Subtotal:	\$ 258,998.04

Total to be Approved by City Council: \$ 1,720,111.20

Approvals:	
Kathleen Moesle Weaver, Mayor	
JoAnne E. Ragona, City Clerk	
Michael J. Coren, Treasurer	

#### General Fund Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	NETWORK SECURITY FIREWALL-CISCO SMART NET, CYBER-POWER	AP071717	4325	Consulting/Professional	1,324.00
AIS	METAL SWITCH- PUBLIC WORKS	AP071717	4325	Consulting/Professional	40.00
AIS	COMPUTER SUPPORT- JUNE 2017	AP071717	4325	Consulting/Professional	831.25
BEST QUALITY CLEANING, INC.	JANITORIAL CLEANING CONTRACT-JULY 2017	AP071717	4345	Janitorial Service	1,500.00
BEST QUALITY CLEANING, INC.	SPECIAL CLEANING REQUEST-POLICE DEPT (6 7-17)	AP071717	4345	Janitorial Service	175.00
CHASE CARD SERVICES	DOCKING STATION FOR LAPTOP	AP071717	4225	Maintenance - Equipment	127.50
CHASE CARD SERVICES	4TH JULY PARADE CANDY	AP071717	4239	Public Relations	86.17
CHASE CARD SERVICES	4TH JULY PARADE CANDY	AP071717	4239	Public Relations	151.54
CHASE CARD SERVICES	4TH JULY PARADE CANDY	AP071717	4239	Public Relations	141.23
CHASE CARD SERVICES	EXTERNAL DRIVE	AP071717	4325	Consulting/Professional	58.43
CHRONICLE MEDIA LLC	PUBLIC HEARING 2225 SHANON CT	AP071717	4221	Legal Notices	40.00
DELL MARKETING L.P.	DELL PRECISION TOWERS FOR POLICE DEPT	AP071717	4325	Consulting/Professional	2,156.45
DUPAGE COUNTY RECORDER	RECORDING: ORDINANCE O-11-16, PLAT-ST THERESE CHAPEL	AP071717	4221	Legal Notices	83.00
FedEx	MAILING TO: BANK OF NY MELLON	AP071717	4233	Postage/Mailings	37.62
HR SIMPLIFIED	MONTHLY COBRA - JULY 2017	AP071717	4219	Liability Insurance	100.00

#### General Fund Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PETTY CASH	CLEANING BILL FOR TABLECLOTH	AP071717	4232	Miscellaneous Expenditures	20.00
PETTY CASH	MILEAGE-COUNTY FILING PROPERTY TAX ABATEMENT	AP071717	4265	Travel/Meetings	20.39
PETTY CASH	MILEAGE-COUTNY 2016 TAX EXTENSION	AP071717	4265	Travel/Meetings	21.89
PETTY CASH	MILEAGE- COUNTY FILING 2017-18 BUDGET	AP071717	4265	Travel/Meetings	20.39
PETTY CASH	MILEAGE- COUNTY RECORDER R-61-17	AP071717	4265	Travel/Meetings	20.39
PETTY CASH	MILEAGE -COUNTY RECORDER O-11-16 AND PLAT	AP071717	4265	Travel/Meetings	22.39
PETTY CASH	MILEAGE -COUNTY RECORDER O-32-17	AP071717	4265	Travel/Meetings	20.39
ROSENTHAL, MURPHEY, COBLENTZ	LEGAL FEES FOR JUNE 2017	AP071717	4219	Liability Insurance	829.72
VERIZON WIRELESS	VERIZON WIRELESS BILL (6-24-17 thru 7-23-17)	AP071717	4267	Telephone	609.84
				Total Administration	8,437.59

# General Fund Community Development

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	CODING BOOKS FOR COMMUN DEV	AP071717	4263	Training and Education	93.00
CURRIE MOTORS FLEET	2017 FORD ESCAPE- 1FMCU9GD0HUE40265	AP071717-2	4815	Equipment	22,648.00
DON MORRIS ARCHITECTS P.C.	INSPECTIONS FOR JUNE 2017	AP071717	4325	Consulting/Professional	6,310.00
DON MORRIS ARCHITECTS P.C.	PLAN REVIEWS FOR JUNE 2017	AP071717	4328	Conslt/Prof Reimbursable	3,460.00
DUPAGE LAWN AND HOME SERVICES	LAWN MAINTENANCE- VARIOUS LOCATIONS - JUNE 2017	AP071717	4328	Conslt/Prof Reimbursable	800.00
ROSENTHAL, MURPHEY, COBLENTZ	COMMUNITY DEV - ZONING	AP071717	4219	Liability Insurance	1,430.00
				Total Community Development	34,741.00

General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A & W AUTO, TRUCK & TRAILER A & W AUTO, TRUCK & TRAILER	NEW ROLLER TRAILER NEW SKID STEER TRAILER	AP071717 AP071717	4225 4815	Maintenance - Equipment Equipment	6,103.00 2,805.00
CHASE CARD SERVICES	ASPEN VALLEY LANDSCAPE MATERIALS	AP071717	4223	Maintenance - Building	258.00
CHASE CARD SERVICES	ASPEN LANDSCAPE MATERIAL	AP071717	4223	Maintenance - Building	20.90
CHASE CARD SERVICES	ASPEN LANDSCAPE CREDIT	AP071717	4223	Maintenance - Building	(20.90)
CHASE CARD SERVICES	DIRECTOR LICENSE PLATES	AP071717	4229	Maintenance - Vehicles	101.00
CHASE CARD SERVICES	INTERNET RENEWAL FEE FOR DIRECTORS LICENSE PLATES	-	4229	Maintenance - Vehicles	2.37
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	AP071717	4267	Telephone	109.85
CINTAS #769	MATT RENTAL - CITY HALL	. AP071717	4223	Maintenance - Building	25.00
CINTAS #769	MATT RENTAL - POLICE DEPT	AP071717	4223	Maintenance - Building	26.45
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP071717	4223	Maintenance - Building	12.50
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT	AP071717	4365	Mosquito Abatement	10,221.75
COM ED	COM ED 0267129091 - (STREET LIGHTS)	AP071717	4359	Street Light Oper & Maint.	1,789.72
COM ED	COM ED 5223062098 - (STREET LIGHTS)	AP071717	4359	Street Light Oper & Maint.	359.42
CURRIE MOTORS FLEET	2017 FORD ESCAPE- 1FMCU9GD2HUE40266	AP071717-2	4815	Equipment	22,648.00
DECKER SUPPLY CO.	SIGN MATERIAL	AP071717	4257	Supplies - Other	268.96
DECKER SUPPLY CO.	SIGN POST MATERIAL	AP071717	4257	Supplies - Other	428.47
DYNEGY ENERGY SERVICES	STREET LIGHT ENERGY	AP071717	4359	Street Light Oper & Maint.	1,393.31
GENE'S TIRE SERVICE, INC.	TIRE FOR FORD F350 #102	AP071717	4229	Maintenance - Vehicles	123.62

General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HOME DEPOT	BUILDING MAINTENANCE	AP071717	4223	Maintenance - Building	134.24
HOME DEPOT HOME DEPOT	TRIMMER REPAIRS SUPPLIES	AP071717 AP071717	4225 4257	Maintenance - Equipment Supplies - Other	359.88 289.01
HOME DEPOT	SMALL TOOLS - EQUIPMENT	AP071717	4259	Small Tools & Equipment	627.90
HOMER TREE CARE, INC.	TREE REMOVAL 7709 SAWYER (for Nicor)	AP071717-3	4375	Tree Trim/Removal	309.88
I.R.M.A.	JUNE DEDUCTIBLES	AP071717	4219	Liability Insurance	5,025.18
JC LANDSCAPING/TREE SERVICE	621 HONEYLOCUST LN AND 610 79TH ST, REAR YARD	AP071717	4374	Drainage Projects	8,449.00
JSN CONTRATORS SUPPLY	GLOVES, SAFETY GLASSES, EAR PLUGS	AP071717	4219	Liability Insurance	149.36
LAKEWOOD PAINTERS	PAINTING AT POLICE DEPT	AP071717-2	4223	Maintenance - Building	25,820.00
McMASTER-CARR	FAUCET FOR POLICE DEPT	AP071717	4223	Maintenance - Building	209.72
McMASTER-CARR	EYE WASH STATION FOR POLICE DEPT	AP071717	4223	Maintenance - Building	152.38
NICOR GAS	NICOR 90841110001 - PUBLIC WORKS SHOP	AP071717	4271	Utilities (Elec,Gas,Wtr,Sewer)	137.27
NORWALK TANK	CHEROKEE REAR YARD SUPPLIES	AP071717	4257	Supplies - Other	232.00
ODYSSEY BARRICADE SERVICES	BARRICADES FOR 4TH JULY PARADE	AP071717	4257	Supplies - Other	445.00
OLEARYS	SKYJACK SCISSOR LIFT	AP071717	4815	Equipment	14,025.00
RED WING SHOES	DAVE BROWN -SAFETY BOOTS	AP071717	4219	Liability Insurance	118.99
RED WING SHOES	DAVE BROWN-CLOTHING	AP071717	4269	Uniforms	468.58
ROYAL OAK LANDSCAPING INC	MOWING -PINE PARKWAY ISLAND	AP071717	4257	Supplies - Other	162.50
UNIQUE PRODUCTS & SERVICE CORP	CLEANING SUPPLIES FOR POLICE DEPT	AP071717	4223	Maintenance - Building	73.01

General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
US GAS	TORCH CYLINDER GAS	AP071717	4257	Supplies - Other	80.00
VERMEER-ILLINOIS, INC	NEW BRUSH CHIPPER #317	AP071717	4815	Equipment	71,656.00
				Total Public Works, Streets	175,601.32

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# General Fund Police Department

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
B & B JOINT VENTURE	ADMIN TOW JUDGE - JUNE 2017	AP071717	4219	Liability Insurance	150.00
CHASE CARD SERVICES	MATTS FOR SHOOTING RANGE	AP071717	4217	Investigation and Equipment	114.97
CHASE CARD SERVICES	REFUND FOR SALES TAX	AP071717	4225	Maintenance - Equipment	(16.86)
CHASE CARD SERVICES	WIRELESS KEYBOARD- MOUSE FOR DETECTIVES	AP071717	4225	Maintenance - Equipment	25.51
CHASE CARD SERVICES	POSTAGE FOR MAILING DOCUMENTS	AP071717	4233	Postage/Mailings	6.65
CHASE CARD SERVICES	NOTARY STAMP -RENTKA	AP071717	4253	Supplies - Office	19.90
CHASE CARD SERVICES	NOTARY STAMP -PICCOLI	AP071717	4253	Supplies - Office	19.90
CHASE CARD SERVICES	PHONE CASES FOR POLICE DEPT	AP071717	4253	Supplies - Office	20.97
CHASE CARD SERVICES	BATTERIES AND PICTURE HANGER	AP071717	4253	Supplies - Office	16.91
CHASE CARD SERVICES	WAX WARMER FOR POLICE DEPT	AP071717	4253	Supplies - Office	17.95
CHASE CARD SERVICES	STUTTE- LODGING FOR ILSROA CONFERENCE	AP071717	4265	Travel/Meetings	311.36
CHRISTINE CHARKEWYCZ	PROSECUTION FEES - JUNE 2017	AP071717	4219	Liability Insurance	1,357.00
DU-COMM	QUARTERLY SHARE (Aug 2017 thru Oct 2017)	AP071717	4325	Consulting/Professional	91,586.00
DUPAGE COUNTY ANIMAL CONTROL	<b>EUTHINIZATION -SKUNK</b>	AP071717	4201	Animal Control	105.00
GOLD SHIELD DETECTIVE AGENCY	HIRING EXPENSES, BACKROUND INVESTIG - S. VERSIS	AP071717	4205	Boards and Commissions	1,107.25
INDUSTRIAL ORG SOLUTIONS	PSYCH EXAMS FOR PO CANDIDATES	AP071717	4205	Boards and Commissions	1,455.00

General Fund Police Department

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
KAESER BLAIR INCORPORATED	POLICE CAR MAGNETS- NATIONAL NIGHT OUT	AP071717	4239	Public Relations	193.68
KARA FOYLE-PRICE	FOYLE-PRICE #329 - CLOTHES, SHOES (DULUTH TRADING)	AP071717	4269	Uniforms	248.90
KING CAR WASH	KING CAR WASHES	AP071717	4229	Maintenance - Vehicles	289.00
LEXIPOL LLC	DTB SUBSCRIPTION SERVICE (7-1-17 thru 6-30- 18)	AP071717	4325	Consulting/Professional	7,402.00
LEXIS NEXIS RISK SOLUTIONS	DETECTIVE INTERNET SEARCHES	AP071717	4217	Investigation and Equipment	81.50
MOBILE POLICE TRAINING STRUCTU	WALL BRACKET FOR TI SIMULATOR	AP071717	4217	Investigation and Equipment	150.00
NORTHEAST MULTIREGIONAL TRNG	FOYLE-PRICE, SIMEK - TRAINING (Plain clothes/live fire)	AP071717	4263	Training and Education	650.00
NORTHEAST MULTIREGIONAL TRNG	HRUBY #302 -CANINE RECERTIFICATION PROGRAM	AP071717	4263	Training and Education	249.00
PUBLIC SAFETY DIRECT	REPAIRS FOR D8	AP071717	4229	Maintenance - Vehicles	200.00
RAY O'HERRON CO. INC.	AUX AVDICH -NAMETAPE	AP071717	4203	Auxiliary Police	12.00
RAY O'HERRON CO. INC.	AUX BACHOE - STREETGEAR	AP071717	4203	Auxiliary Police	68.00
RAY O'HERRON CO. INC.	HELLMANN #331 - LED LIGHT, CARGO PANTS, KEY RING	AP071717	4269	Uniforms	216.98
RAY O'HERRON CO. INC.	DOLLINS #308 - CARGO PANTS	AP071717	4269	Uniforms	136.00
RAY O'HERRON CO. INC.	MILAZZO #311 - LED LIGHT, CLOTHING	AP071717	4269	Uniforms	207.44
RAY O'HERRON CO. INC.	HELLMANN #331 - BATTERY, KNIFE LINER	AP071717	4269	Uniforms	31.98

## General Fund Police Department

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RICHARD STUTTE	ILSROA CONFERENCE- MEALS	AP071717	4265	Travel/Meetings	58.96
ROSENTHAL, MURPHEY, COBLENTZ	REVIEW OF LETTER, CONFERENCE CALLS RE: TERMINATION	AP071717	4219	Liability Insurance	1,595.00
STAPLES BUSINESS ADVANTAGE	ENVELOPES	AP071717	4253	Supplies - Office	27.45
THEODORE POLYGRAPH SERVICE	POLYGRAPH FEE FOR PO CANDIDATE	AP071717	4205	Boards and Commissions	150.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH FEE FOR PO CANDIDATE	AP071717	4205	Boards and Commissions	150.00
ULINE	EVIDENCE SUPPLIES	AP071717	4217	Investigation and Equipment	96.89
VERIZON WIRELESS	VERIZON WIRELESS BILL (6-24-17 thru 7-23-17)	AP071717	4267	Telephone	1,593.97
				Total Police Department	110,106.26
				Total General Fund	328,886.17

Water Fund Public Works, Water

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BEST QUALITY CLEANING, INC.	JANITORIAL CLEANING CONTRACT-JULY 2017	AP071717	4223	Maintenance - Building	500.00
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP071717	4223	Maintenance - Building	12.50
COM ED	COM ED 0269155053 - (75TH ST PUMPING STATION)	AP071717	4271	Utilities (Elec,Gas,Wtr,Sewer)	64.44
DUPAGE WATER COMMISSION	WATER PURCHASED	AP071717	4340	DuPage Water Commission	488,473.36
GENE'S TIRE SERVICE, INC.	NEW TIRES FOR 2009 SILVERADO	AP071717	4225	Maintenance - Equipment	473.76
HOME DEPOT	BUILDING MAINTENANCE	AP071717	4223	Maintenance - Building	331.85
HOME DEPOT	WATER SYSTEM MAINTENANCE	AP071717	4231	Maintenance - Water System	980.96
JSN CONTRATORS SUPPLY	GLOVES, SAFETY GLASSES, EAR PLUGS	AP071717	4219	Liability Insurance	149.36
McMASTER-CARR	REPAIRS TO WATER TRAILER	AP071717	4225	Maintenance - Equipment	259.65
VERIZON WIRELESS	VERIZON WIRELESS BILL (6-24-17 thru 7-23-17)	AP071717	4267	Telephone	597.61
ZIEBELL WATER SERVICE PRODUCTS	HYDRANT PARTS	AP071717	4231	Maintenance - Water System	1,769.10
				Total Public Works, Water	493,612.59
				Total Water Fund	493,612.59

Motor Fuel Tax MFT Expenses

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NORWALK TANK	RICHMOND- STORM SEWER PROJECT	AP071717	4257	Supplies - Other	1,229.89
SUPERIOR ROAD STRIPING, INC.	2017 THERMOPLASTIC PAVEMENT MARKING	AP071717	4261	Pavement Striping	13,143.31
UNDERGROUND PIPE & VALVE CO.	PRESSURE PIPE FOR RICHMOND PROJECT	AP071717	4257	Supplies - Other	432.00
ZIEBELL WATER SERVICE PRODUCTS	STORM SEWER FITTINGS	AP071717	4257	Supplies - Other	356.00
				Total MFT Expenses	<u>15,161.20</u>
				Total Motor Fuel Tax	15,161.20

#### Impact Fee Agency Fund Impact Fee Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2137 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	1,775.00
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2161 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	1,775.00
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2162 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	1,775.00
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2105 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	1,775.00
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2109 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	1,775.00
DARIEN PARK DISTRICT	IMPACT FEE -2105 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	2,735.00
DARIEN PARK DISTRICT	IMPACT FEE -2109 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	2,735.00
DARIEN PARK DISTRICT	IMPACT FEE 2137 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	2,735.00
DARIEN PARK DISTRICT	IMPACT FEE 2161 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	2,735.00
DARIEN PARK DISTRICT	IMPACT FEE 2162 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	2,735.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE 2105 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	507.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE 2109 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	507.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE 2137 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	507.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE 2161 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	507.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE 2162 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	507.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE 2137 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	121.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE 2161 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	121.00

Impact Fee Agency Fund Impact Fee Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE 2162 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	121.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE 2105 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	121.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE 2109 COTTAGE LANE	AP071717	4215	Impact Fees Disbursed	<u>121.00</u>
				Total Impact Fee Expenditures	25,690.00
				Total Impact Fee Agency Fund	25,690.00

Water Depreciation Fund Depreciation Expenses

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A & W AUTO, TRUCK & TRAILER	NEW SKID STEER TRAILER	AP071717	4815	Equipment	<u>2,805.00</u>
				Total Depreciation Expenses	2,805.00
				Total Water Depreciation Fund	2,805.00

#### Federal Equitable Sharing Fund Drug Forfeiture Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	AUDIO VISUAL CART FOR TRAINING ROOM	AP071717	4213	Dues and Subscriptions	163.19
CHASE CARD SERVICES	FLAG SPREADER FOR TRAINING ROOM AT POLICE DEPT	AP071717	4213	Dues and Subscriptions	53.98
CHASE CARD SERVICES	US FLAG FOR TRAINING ROOM	AP071717	4213	Dues and Subscriptions	63.60
				Total Drug Forfeiture Expenditure	280.77
				Total Federal Equitable Sharing F	280.77

#### Capital Improvement Fund Capital Fund Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
KGI LANDSCAPING CO	DIRT AND SOD FOR BENTLEY- North of 67th Street	AP071717	4376	Ditch Projects	8,810.00
RAMIRO GUZMAN LANDSCAPING INC	DRIVEWAY RESTORATION BENTLEY DITCH PROJECT		4376	Ditch Projects	3,120.00
SCHROEDER ASPHALT SERVICES INC	2017 ROAD REHAB	AP071717	4855	Street Reconstruction/Rehab	405,114.20
SCORPIO CONSTRUCTION GROUP	MANHOLE-67th BENTLEY AVE, RECONNECTED 24 IN CMP	AP071717 I	4376	Ditch Projects	4,440.00
SCORPIO CONSTRUCTION GROUP	6500 BENTLEY AVE TO CHESTNUET LANE-DITCH PROJ JUNE 2017	AP071717	4376	Ditch Projects	25,725.00
SCORPIO CONSTRUCTION GROUP	2017 DITCH-TENNESSEE AVE- 67th ST TO CHESTNUT	AP071717	4376	Ditch Projects	22,440.00
TRUGREEN	EAB TREATMENT 2017	AP071717	4390	Capital Improv-Infrastructure	121,837.60
VULCAN CONSTRUCTION MATERIALS	STONE FOR TENNESSEE DITCH PROJECT	AP071717	4376	Ditch Projects	1,640.62
VULCAN CONSTRUCTION MATERIALS	STONE FOR RICHMOND PROJECT	AP071717	4376	Ditch Projects	1,550.01
				Total Capital Fund Expenditures	594,677.43
				Total Capital Improvement Fund	594,677.43
Report Total					<u>1,461,113.16</u>



# AGENDA MEMO CITY COUNCIL MEETING DATE: July 17, 2017

#### **Issue Statement**

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

#### **BACKUP**

#### **Background/History**

Our Lady of Peace Home and School Association is requesting to have a monthly raffle during the 2017/2018 school year. They intend to hold a raffle on the first Friday of the month, first day of school, Christmas break, and the last day of school. The Home and School Assoc. applied for a raffle license and requested waiver of the bond requirement. The City has previously waived the bond requirement for Our Lady of Peace Home and School Association.

#### **Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Our Lady of Peace Home and School Association raffles be waived.

#### **Alternate Consideration**

Not approve waiver of bond requirement.

#### **Decision Mode**

This item will be placed on the July 17, 2017 Council Agenda for formal consideration.



June 27, 2017

City Clerk of Darien - JoAnne Ragona 1702 Plainfield Road Darien, Illinois 60561

Dear Ms. Ragona,

My name is Colleen Butler and I am the Treasurer and raffle coordinator for the Home & School Association (H SA) at Our Lady of Peace School in Darien.

I am enclosing an application for a Class B raffle license which we would like to hold during the 2017/2018 school year. I am also requesting that the bond requirement be waived. The "scope" of the raffle is detailed below.

- Each ticket will cost \$10. There will be a total payout of \$5,000.
- The drawings will be held on or near the first Friday of the month in the Our Lady of Peace School office.
- The school principal will pull one winning ticket each month (9 months) on Friday afternoons and witnessed by two other adults. The winning ticket will be noted and then put back in the barrel with a chance of winning again.
- The school secretary will send an email out to the H SA treasurer (who will write and mail the winning checks) and the church secretary (winners will be published in the weekly bulletin).
- One monthly winner will receive \$100. There will be a total of 9 winning tickets pulled. In addition, there will be two winners who will receive \$550 each. These two tickets will be pulled on the first day of school and Christmas (break). One winning ticket will be pulled on the last day of school. This winner will receive \$3,000 or tuition valued at no more than \$3000 for the 2017/2018 school year.

If you have further questions, please call me at 708-670-1977.

Sincerely,

Colleen Butler 7229 Summit Road

Calle & Pett

Darien, IL 60561

## CITY OF DARIEN

APPLICATION FOR RAF	FLE LICENSE	Class A License
		Class B License
NAME OF ORGANIZATION: OUR LAPY OF	PEACE SCHOOL	
ADDRESS: 709 PLAINFIELD ROAD	DARIEN IL 6056	
TELEPHONE NUMBER: 630.325.9220	FAX NUMBER: <u>630-32</u>	5-1995
TYPE OF ORGANIZATION: (Charitable, Education	al, Religious, Fraternal, Veteran	s or Labor)
LIST THE AREA (S) WITHIN THE CITY IN WHICH RAI		
DUPAGE COUNTY - DARIEN, DOWNERS 6	ROVE, WESTMONT WO	DOPIDGE, HINSDALE
BURR RIDGE, WILLOW BROOK, LEMONT, N	APERVILLE, CAROLS	TREAM,
COOK - CHICAGO, LEMONT, LYONS WILL	COUNTY - BOLINGBROOK	KANE-AURORA
LIST THE TIME (S) OF DAY DURING WHICH RAFFLE	HNFIELD LOCKPORT	-
JULY 2017 - JUNE 2018 - THROUGH S		
LIST THE DATE AND TIME OF THE DETERMINATION		
MONTHLY ON OR NEAR THE FIRST FRI	DAY OF THE MONTH &	3 "HOLIDAYS"
LIST THE LOCATION (S) AT WHICH WINNING CHAN		
OUR LADY OF PEACE SCHOOL OFFI	Œ	
709 PLAINFIELD DARIEN, IL 603	561	
I, Coulded Bottler that the foregoing organization is a not-for-profit organization	, being the first duly sv	worn, state on oath
	Colleen of Bu	th
ATTEST:	Presiding Officer	
TTT I I I I I I I I I I I I I I I I I I	TREASURER	
Secretary		
**************	******	ى . ئە . باپ .
	<i>**</i>	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
APPROVED BY:	DATE:	
Mayor	·	
MAILED ON:	BY:	
Date		

### 2017/2018 CRUSADER SWEEPSTAKES \$10/ticket

One \$100 drawing will be held monthly during the 2017-2018 school year (9 months). Two \$550 drawings will be held on: The First Day of School and Christmas. One drawing will be held on The Last Day of School for \$3000 or tuition valued at no more than \$3000 for one student for the 2017/2018 school year.

All winning tickets will be returned to the bin giving you a total of 12 chances to win!

Drawings will begin on or near October 6, 2017. At that time, the winner from

The First Day of School, September, and October will be pulled.

After that date, all drawings will take place monthly.

Winners will be notified by phone or mail.

THANK YOU FOR YOUR SUPPORT

Our Lady Of Peace School



#### AGENDA MEMO City Council July 17, 2017

#### **ISSUE STATEMENT**

Approving an ordinance ascertaining the prevailing rate of wages for laborers, workman, and mechanics employed on Public Works projects for the City of Darien, County of DuPage, Illinois.

#### **ORDINANCE**

#### **BACKGROUND/HISTORY**

Annually, the state law requires that municipalities ascertain the prevailing wages to be paid on Public Works projects within the community. The State of Illinois provides the last listing of the prevailing rates and it then becomes the City's responsibility to accept and publish these rates for future construction projects of the City. An ordinance has been developed, as in past years, to certify the prevailing wage rates for the coming year that has been received from the Illinois Department of Labor which is dated June 5, 2017.

#### **STAFF RECOMMENDATION**

The State requires the annual approval of the prevailing wage rates as published by the State of Illinois and, as such, Municipal Services Committee recommends acceptance of these rates.

#### ALTERNATE CONSIDERATION

As directed by City Council.

#### **DECISION MODE**

This item will be placed on the July 17, 2017 agenda for formal City Council consideration and approval.



#### **CITY OF DARIEN**

#### **DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN, AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID CITY

#### ADOPTED BY THE

MAYOR AND CITY COUNCIL

**OF THE** 

**CITY OF DARIEN** 

THIS 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this \_\_\_\_ day of July, 2017.

# AN ORDINANCE OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN, AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID CITY

WHEREAS, The State of Illinois has enacted "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formally Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and,

WHEREAS, the aforesaid Act requires that the City Council of the City of Darien investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Darien employed in performing construction of public works, for said City of Darien;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: To the extent and as required by "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Darien is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of

#### ORDINANCE NO.

the State of Illinois effective June 5, 2017, a copy of that determination being attached hereto as "Exhibit A" and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's April determination and apply to any and all public works construction undertaken by the City of Darien. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Darien to the extent required by the aforesaid Act.

**SECTION 3:** The City Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City this determination of prevailing rate of wages then in effect shall be attached to all contract specification.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 5:** The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**SECTION 6:** The City Clerk shall cause to be published, in a newspaper of general circulation within the area, a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ORDINANCE NO	
SECTION 7:	This Ordinance shall be in full force and effect from and after its
passage and approval as provi	ided by law.
PASSED BY THE	CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this	17 <sup>th</sup> day of July, 2017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY TH	HE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
<b>ILLINOIS</b> , this 17 <sup>th</sup> day of J	uly, 2017.
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
JOANNE E. RAGONA, C	CITY CLERK
APPROVED AS TO FORM	;
CITY ATTORNEY	



This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY PREVAILING WAGE RATES EFFECTIVE JUNE 5, 2017

				Base	Foreman	M-F						
TradeTitle	Region	Type	Class	Wage	Wage	OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC	All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER	All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
<b>CEMENT MASON</b>	All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER	All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION												
TECH	All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT												
OP	All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT	A.II	1111471		40.50	55.45	4.5	4 -	2.0	F 25	42.50	0.00	0.74
OP	All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR GRNDMAN	All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR	AII	AII		29.30	31.40	1.5	1.5	2.0	3.00	3.03	0.00	0.29
GRNDMAN	All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR	7 111			32.30	33.13	1.5	1.5	2.0	3.23	10.03	0.00	0.50
LINEMAN	All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR												
LINEMAN	All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK												
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK	A 11	1111407		24.40	F2 20	4 -	4 -	2.0	F 00	0.72	0.00	0.24
DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00	0.31
ELECTRICIAN	All	BLD		38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43	0.68
ELEVATOR CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16	0.90
FENCE ERECTOR	NE	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00	0.40
FENCE ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.40
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00	0.94
HT/FROST INSULATOR	All -	BLD		48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00	0.72
IRON WORKER	E	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00	0.35
IRON WORKER	W	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00	0.70
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
LATHER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85	0.00
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00	0.46
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00	0.59
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00	0.50
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
OPERATING ENGINEER	All	BLD	1	49.10	34.50	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90	1.35
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON												
WORKER	Ε	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON												
WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	Е	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

**Explanations** 

**DUPAGE COUNTY** 

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by

setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting

proportions of bituminous mixtures.

#### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump
Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum
Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;
Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation
of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;
Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower

Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant: Bituminous Mixer: Boiler and Throttle Valve: Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;

Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;
Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic
Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All
(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding
Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

#### **OPERATING ENGINEER - FLOATING**

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors;

Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters;

Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;

Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or

Turnatrailers when pulling other than self-loading equipment or

similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards;

Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the

Department generally has on file such definitions which are available.

If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being

contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".



#### AGENDA MEMO City Council July 17, 2017

Case

2225 Shannon Court (Wrenn) Plat of Vacation

#### **Issue Statement**

Petitioners seek approval of Plat of Vacation of a portion of Oldfield Road right-of-way to add to their homesite.

#### **ORDINANCE**

#### **General Information**

Petitioners/Property Owners: Todd and Deanna Wrenn

Property Location and PIN#: 2225 Shannon Court, PIN# 10-05-206-013

Zoning / Land Use: Site: R-2 PUD / single-family residence

North, East, South: R-2 PUD / single-family residence West: R-2 PUD / single-family residence

R-1 / public park (Meyers Woods)

Comprehensive Plan: Low Density Residential

Size of Property: 13,070 square feet (R-2 = 10,000 min)
Natural Features: relatively flat, mature landscaping

Transportation: Front loading garage with driveway to Shannon Court
History: Owners purchased 4/21/17, subdivision recorded in 1990

#### **Documents Submitted by Petitioners and attached to this memo**

- 1. **Letter requesting vacation** received 4/5/17
- 2. Plat of Vacation received 5/19/17

#### **Documents attached to this memo by staff**

- 1. County GIS plat map on aerial photo
- 2. **Ground level photo**
- 3. Memo from City Attorney dated 6/13/17 regarding procedure
- 4. **Draft ordinance** approving vacation

#### **Development Description**

When the Tara Hill Unit 1 subdivision was recorded in 1990, a 100 foot wide right-of-way was dedicated for Oldfield Road. This was wider than the previous right-of-way, which is shown as 83 feet wide. The transition from 83' to 100' occurs behind the lot at 2225 Shannon Court. Subsequently, a sidewalk was built at an angle across this transition, thus creating a small triangular shaped area between the lot and the sidewalk. See attached photo. This triangular area is about 28' by 62' by 77' which totals about 960 square feet. The previous owner had landscaped this triangular area and maintained it as part of his backyard. The new owners would like to own this triangular area, with the understanding they would be paying taxes on it. Upon approval of the vacation, the owners intend to combine their lot with the vacated area via a Plat of Consolidation.

#### **Staff Review**

There currently are no utilities or drainage functions in the triangular area. However, the City is asking for an easement and the owners are agreeable and said easement to be granted is shown on the Plat of Vacation. The City Engineer has reviewed and finds no issue with the requested vacation.

The City has the option of requesting payment or compensation for vacations, since land is being transferred from public to private ownership. The staff recommends that no compensation be requested in this case, since the area is small and the tax base will be increased.

State statute requires a public hearing for all proposed vacations. A City ordinance that would approve the vacation has been reviewed by the City attorney and is attached to this report.

#### **MSC Review**

The Municipal Services Committee reviewed this case at their regular meeting on June 26. Joe Marchese, Tom Chlystek, Dan Gombac, Steve Manning, and Todd Wrenn were present. The MSC voted 2-0 to recommend approval as presented.

#### **Decision Mode**

Municipal Services Committee: June 26, 2017
Public Hearing before City Council July 17, 2017
City Council meeting and vote July 17, 2017



#### To Whom it May Concern:

We are purchasing the property at 2225 Shannon Ct. on 4/21/2017. We are requesting to acquire the land parcel located between the property line and Oldfield Road. Please advise as to next steps.

Thank you,

Todd Wrenn Slavnachem

Deanna Wrenn

City of Darien

APR 5 2017

Community Development



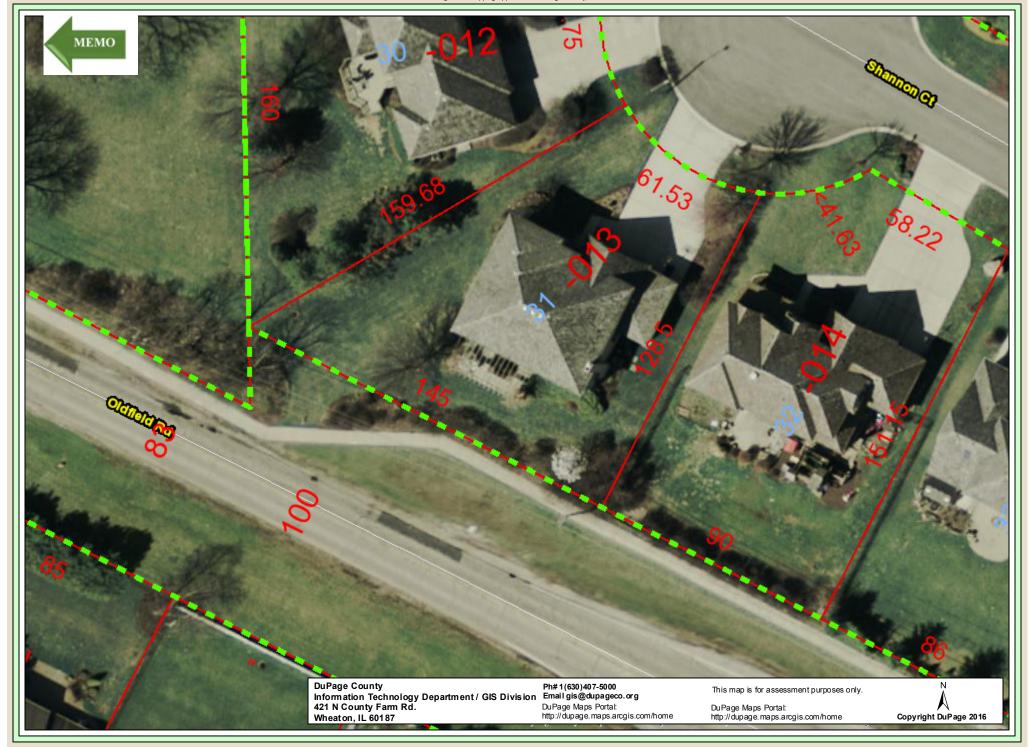
# SCHOMIG LAND SURVEYORS, LTD.

## PLAT OF VACATION

909 EAST 31ST STREET LA GRANGE PARK, ILLINOIS 60526 SCHOMIG-SURVEY@SBCGLOBAL.NET WWW.LAND-SURVEY-NOW.COM PHONE: 708-352-1452 FAX: 708-352-1454

OF THAT PART OF OLDFIELD ROAD LYING SOUTHERLY OF LOT 31 IN GALLAGHER AND HENRY'S TARA HILL UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THAT PART OF OLDFIELD ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31; IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1900 AS DOCUMENT R90-058421 AND CERTIFICATE OF CORRECTION RECORDED JUNE 29, 1990 AS DOCUMENT R90-080993, THENCE SOUTH 63 DEGREES 17 MINUTES 47 SECONDS EAST, ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 77.23 FEET, THENCE NORTH 87 DEGREES 29 MINUTES 33 SECONDS WEST, AS DISTANCE OF 62.68 FEET, THENCE NORTH 61 DEGREES 16 MINUTES 18 SECONDS WEST, A DISTANCE OF 6.50 FEET, THENCE NORTH 01 DEGREES 20 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF SAID GALLAGHER AND HENRY'S TARA HILL UNIT ONE, PRODUCED SOUTH, 28.85 FEET TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

	AND SUBMITTED FRO RECORDING, TY OF DARIEN, 1702 PLAINFIELD ROA  GRAPHIC SCALE  10 20 40  (IN FEET) 1 Inch = 20 Feet	AD, DARIEN ILLINOIS, 60561.		FOUND 314" IRON PIPE	CH RISS 33 CH 30 CH RISS 36 OO	FOUND CROSS 20 N'LY, ON LINE  CONCRETE CURB  FOUND IRON PIPE 0.14 W'LY, ON LINE
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DIRECTO STATE OF ILLINOIS ) ss. COUNTY OF DU PAGE )	OR OF THE CITY OF DARIEN			ECTOR OF PUBLIC WORKS		SURVEYOR  PROFESSIONAL  PROFESSIONAL  LAND SURVEYOR  SURVEYOR  PROFESSIONAL  SURVEYOR  PROFESSIONAL  LAND SURVEYOR  SURVEYOR  PROFESSIONAL  LAND SURVEYOR  SURVEYOR  PROFESSIONAL  LAND SURVEYOR  PROFESSIONAL  LAND SURVEYOR
PLAT APPROVED AND ACCEPTE THE AND THE PLANS AND SE	DIRECTOR FOR THE DENTAL CONCERNS, DO HEREBY CED BY THE PRESIDENT AND BOARD PECIFICATIONS FOR THE IMPROVI	ERTIFY THAT THIS D OF TRUSTEES OF EMENTS THEREOF,		RIBED ROAD SHOWN ON THE THIS PLAT TY OF DARIEN DIRECTOR OF PUBLIC		LICENSE EXPIRATION
DU PAGE COUNTY.	THE ENVIRONMENTAL CONCERNS		THIS DAY OF	, A.D. 20	l	11-30-2018
	DAY OF	A.D. 20	DIRECTOR (	OF PUBLIC WORKS	STATE OF ILLINOIS )	ORS CERTIFICATE
AN EASEMENT IS HEREBY F	DIRECTOR  EASEMENT PROVISIONS  RETAINED OVER THE PART OF HEREBY RESERVED FOR PUBLIC THE CITY OF DARIEN.	OLDFIELD ROAD C UTILITIES AND	STATE OF ILLINOIS ) SS. COUNTY OF DU PAGE ) SS. THIS INSTRUMENT NUMBER: WAS FILED FOR RECORD IN THE RECURIOR AFORESAID, ON THE DAY OF		I, RUSSELL W. SCHOMIG AN ILLINO HEREBY CERTIFY THAT I HAVE SU FOR THE PROPERTY HEREON DESCRIPTION TRUE AND CORRECT REPRESENTA AND DECIMAL PARTS OF A FOOT DEGREES FAHRENHEIT.	IS LICENSED PROFESSIONAL LAND SURVEYOR, DO RVEYED AND PREPARED THIS PLAT OF VACATION CRIBED AND THAT THE PLAT HEREON DRAWN IS A TION OF THE SAME. ALL DIMENSIONS ARE IN FEET AND ARE CORRECT AT A TEMPERATURE OF 68 CITY OF DARIEN, TO ACT AS MY AGENT, FOR THE CUMENT.
PLAT NUMBER: 170617-	-V & H23-98		O'CLOCK M.  BY:RECOR	RDER OF DEEDS	-	. W. SCHOMIG LAND SURVEYOR LICENSE # 035-002446







## **MEMORANDUM**

To:

Steven Manning

From:

Judith N. Kolman

Date:

June 13, 2017

Subject: Vacation of Streets/Alleys

The vacation of an alley is covered under Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1). The vacation is accomplished by ordinance passed by at least 3/4ths of the alderman then holding office. Before the ordinance is passed, there must be notice and a public hearing on the vacation. The notice has to be published in the newspaper at least 15 days prior to the hearing.

The ordinance may provide for compensation from the property owner who's property abuts the part of the street or alley being vacated. The compensation is to be based on the fair market value of the property or the benefits which will accrue to the property owner because of the vacation. If there are any public service facilities in the part being vacated, the ordinance must reserve to the City or the public utility owning the facility, easements that are necessary to continue the public service, along with maintenance, renewal and reconstruction of such public service.



#### **CITY OF DARIEN**

#### **DU PAGE COUNTY, ILLINOIS**

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

## AN ORDINANCE APPROVING A VACATION OF A PORTION OF THE OLDFIELD ROAD RIGHT-OF-WAY

(Wrenn Property - 2225 Shannon Court)

#### **ADOPTED BY THE**

MAYOR AND CITY COUNCIL

**OF THE** 

**CITY OF DARIEN** 

THIS 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this \_\_\_\_\_day of \_\_\_\_\_\_\_, 2017.

## AN ORDINANCE APPROVING A VACATION OF A PORTION OF THE OLDFIELD ROAD RIGHT-OF-WAY

#### (Wrenn Property - 2225 Shannon Court)

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

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

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

**WHEREAS,** the petitioner has requested approval of a vacation of a portion of the right-ofway of Oldfield Road adjacent to the subject property at 2225 Shannon Court as depicted on Exhibit A: Plat of Vacation; and

**WHEREAS,** on June 26, 2017, 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,** pursuant to proper legal notice, a Public Hearing on said petition for vacation was held before the City Council on July 17, 2017; 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.

ORDINANCE NO.	
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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 south of 2225 Shannon Court in Darien, Illinois, and legally described as follows:

THAT PART OF OLDFIELD ROAD LYING SOUTHERLY OF LOT 31 IN GALLAGHER AND HENRY'S TARA HILL UNIT ONE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THAT PART OF OLDFIELD ROAD, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 31; IN SECTION 5, TOWNSHIP 37NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1990 AS DOCUMENT R90-058421 AND CERTIFICATE OF CORRECTION RECORDED JUNE 29, 1990 AS DOCUMENT R90-080993, THENCE SOUTH 63 DEGREES 17 MINUTES 47 SECONDS EAST ALONG THE SOUTHERLY LINE OF LOT 31, A DISTANCE OF 77.23 FEET, THENCE NORTH 87 DEGREES 29 MINUTES 33 SECONDS WEST, A DISTANCE OF 62.88 FEET, THENCE NORTH 61 DEGREES 16 MINUTES 18 SECONDSWEST, A DISTANCE OF 6.5 FEET, THENCE NORTH01 DEGREES 20 MINUTES 15 SECONDSWEST, ALONG THE WEST LINE OF SAID GALLAGHER AND HENRY'S TARA HILL UNIT ONE, PRODUCED SOUTH 28.85 FEETTO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**SECTION 2: Vacation of Right-of-Way.** Vacation of the Subject Property from the Oldfield Road right-of-way as described on Exhibit A: Plat of Vacation, attached hereto and made part hereof, is hereby granted.

**SECTION 2: Title.** Title to said vacated right-of-way shall vest to the owner Lot 31 of the Tara Hill Unit One subdivision, also known as 2225 Shannon Court with PIN# 10-05-206-013, as shown on Exhibit A: Plat of Vacation.

**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)

ORDINANCE NO
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 17 <sup>th</sup> day of July, 2017.
AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17 <sup>th</sup> day of July, 2017.
KATHLEEN MOESLE WEAVER, MAYOR ATTEST:
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



#### AGENDA MEMO City Council July 17, 2017

Case

2109 Cottage Lane (McNaughton) Resubdivision Plat

#### **Issue Statement**

Petitioners seek approval of a resubdivision plat for Lot 20 in Rolling Knolls to adjust the building setbacks and easements on the north and south sides.

#### **ORDINANCE**

**General Information** 

Developer/Property Owners: McNaughton Development Inc.

Property Location and PIN#: 2109 Cottage Lane, PIN# 10-05-206-013

Zoning / Land Use: Site: R-2 PUD / single-family residence

North, East: R-2 PUD / single-family residence South, West: R-2 PUD / single-family residence

Comprehensive Plan: Low Density Residential

Size of Property: 6,679 square feet

Natural Features: under construction, slopes down from north to south
History: Rolling Knolls subdivision and PUD approved in 2015 with

reduced setbacks and easement widths

#### **Documents Submitted by Petitioners and attached to this memo**

- 1. Letter requesting replat received 6/19/17
- 2. Proposed replat for Lot 20 received 6/19/17

#### **Documents attached to this memo by staff**

- 1. Plat of Subdivision
- 2. Ordinance that would approve the replat as proposed
- 3. Revised replat of Lot 20

#### **Development Description**

As part of the PUD for Rolling Knolls, Lot 20 was approved as the smallest lot with shortest side setback for the homesite. ComEd installed a utility line within the north side easement about 4.5' away from the north side property line. The developer claims this would be too close to the building foundation. The developer would like to shift the homesite 4.34' south to avoid potential unsafe conflicts with the ComEd line.

	North side	South side
Current easement width	5.66′	6.00′
Proposed easement width	5.66′	3.50′
Current building setback	5.66′	10.00'
Proposed building setback	10.00'	5.66′

#### **Staff Review**

There would still enough space in the proposed south easement (3.5' wide) to accommodate the needed drainage swale. No utilities are planned for this easement. The City Engineer has reviewed and finds no issues with the proposed replat as presented. The house on Lot 20 was planned to be 20' away from the house on Lot 19. With the proposed replat, the houses would 15.66' apart.

#### **MSC Review**

The Municipal Services Committee reviewed this case at their regular meeting on June 26. Joe Marchese, Tom Chlystek, Dan Gombac, Steve Manning, and Paul McNaughton were present. Paul McNaughton was asked why not just relocate the ComEd line. He said his proposed solution would be quicker, less expensive, and less disruptive on site while still preserving separation between houses. The MSC voted 2-0 to recommend approval as presented.

After the MSC review, the developer Paul McNaughton, sent a revised plat with a wider north side easement of 7.5'.

#### **Decision Mode**

Municipal Services Committee: June 26, 2017
Public Hearing before City Council July 17, 2017
City Council meeting and vote July 17, 2017



McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT - CUSTOM CONSTRUCTION

June 19, 2017

Mr. Steve Manning City Planner, AICP City of Darien 1702 Plainfield Road Darien, IL 60561 City of Darien

JUN 1 9 2017

Community Development

RE: Rolling Knolls – Replat of Lot 20

Dear Mr. Manning,

This letter outlines McNaughton Development's (Applicant) request to replat lot 20 in the Rolling Knolls subdivision, by flipping the interior sideyard setbacks on the north and south sides of lot 20, and decreasing the Public Utility and Drainage Easement on the south side of lot 20 from 6'.0 to 3.5'.

The north side of lot 20 currently has a platted 5.66' interior side yard setback. In anticipation of building lot 20 for a customer, we discovered that ComEd has a primary line running on the north side of lot 20 parallel with, and almost directly on top of the building setback line.

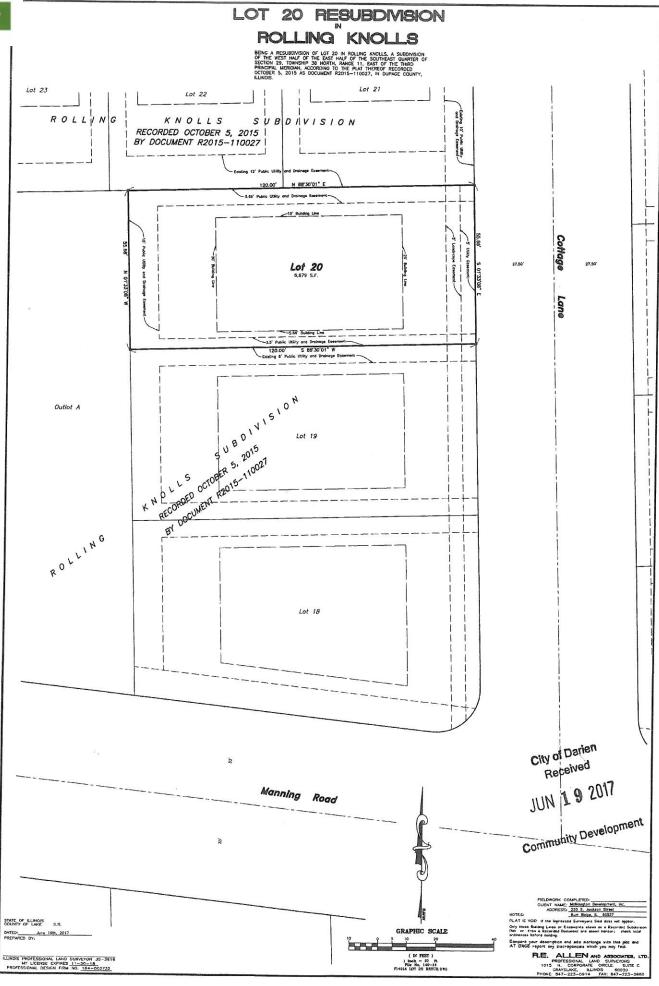
To avoid the cost and delay of having ComEd/Comast/AT&T relocate their lines, pedestal clusters, existing irrigation lines, and landscaping, we desire to shift the foundation to the south by approximately 4'. This requires replatting lot 20 to show the 5.66' building setback on the south side (the north building setback line would be replatted from 5.66' to 10'). The total of the sideyard setbacks on lot 20 would be unchanged. We also propose replatting the existing Public Utility and Drainage easement on the south side of lot 20 from 6' to 3.5'. We require this so that the permissible encroachments into the side yards we have on all our building footprints in the subdivision (chimney bump outs, bay windows, etc.), will not also encroach into the PUE. There are no existing public utilities in the south side easement, and all subdivision utilities have been installed. We have also revised the detailed grading plan for lot 20 with this anticipated replatting, and confirmed (from our own review) that the proposed new structure will meet all zoning regulations, and satisfy all engineering requirements.

In summary, we request that the City approve the replatting of lot 20 to show the 5.66' side yard setback on the south side, the 10' side yard setback on the north side, and the south side PUE reduced from 6' to 3.5'.

Please do not hesitate to contact me if you have any questions.

Paul McNaughton

Sincerely



MEMO DLL

## OLLING KNOLLS

BEING A RESUBDIVISION

FINAL PLAT

LOT 3 IN DE LERNO ASSESSMENT PLAT OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1950 AS DOCUMENT 597983, IN DUPAGE COUNTY, ILLINOIS.

Lot 8

DARIEN TOWNE CENTRE
ZONING: PUD B-3

THE

2100 PARCEL





## CITY OF DARIEN

**DU PAGE COUNTY, ILLINOIS** 

ORDINANCE NO.
---------------

#### AN ORDINANCE GRANTING APPROVAL TO A RESUBDIVISION PLAT OF LOT 20 IN THE ROLLING KNOLLS SUBDIVISION

(2109 Cottage Lane)

#### ADOPTED BY THE

#### MAYOR AND CITY COUNCIL

**OF THE** 

**CITY OF DARIEN** 

THIS 17th DAY OF JULY, 2017

Published in par	nphlet form by authority of
the Mayor and	City Council of the City of
Darien, DuPage	County, Illinois, this
day of	, 2017.

ORDINANCE NO.
---------------

#### AN ORDINANCE GRANTING APPROVAL TO A RESUBDIVISION PLAT OF LOT 20 IN THE ROLLING KNOLLS SUBDIVISION

(2109 Cottage Lane)

**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, on December 1, 2014, the City Council adopted Ordinance O-38-14 "An Ordinance Rezoning Property from R-1 to R-2 Approving a Preliminary Plat of Subdivision, Preliminary Engineering, Variations from the Zoning Ordinance and Subdivision Regulations/(PC 2014-09: Manning Woods Subdivision, 2100 Manning Road)"; and

**WHEREAS,** on August 17, 2015, the City Council adopted Ordinance O-26-15 "An Ordinance Approving a Development Agreement (Rolling Knolls Subdivision – 2100 Manning Road)": and

**WHEREAS,** on August 17, 2015, the City Council adopted Ordinance O-27-15 "An Ordinance Granting Final Subdivision approval and Imposing Certain Conditions in Connection Thereto (Rolling Knolls Subdivision – 2100 Manning Road)": and

**WHEREAS,** the property which is the subject to these three Ordinances; O-38-14, O-26-15, O-27-15: is generally located at 2100 Manning Road and legally described as follow:



LOT 3 IN DE LERNO ASSESSMENT PLAT OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS/P.I.N. 09-29-400-010-0000;

and

**WHEREAS,** the Developer has requested approval to modify the easements and building lines heretofore approved for Lot 20 in the afore mentioned Rolling Knolls Subdivision, and

**WHEREAS,** the Developer has submitted a proposed plat titled as "Lot 20 Resubdivision in Rolling Knolls" prepared by R.E. Allen and Associates dated June 19<sup>th</sup>, 2017, attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS,** the property which is the subject to this Ordinance is generally located at 2109 Cottage Road and legally described as follows ("Subject Property"):

LOT 20 IN ROLLING KNOLLS, A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 2015 AS DOCUMENT R2015-110027, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-413-008

WHEREAS, the Developer's proposed said Resubdivision Plat has been reviewed by City staff and the City Council's Municipal Service Committee and is found to be in general compliance with applicable terms of the City's subdivision regulations and the after mentioned Final Plat of Subdivision.

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:

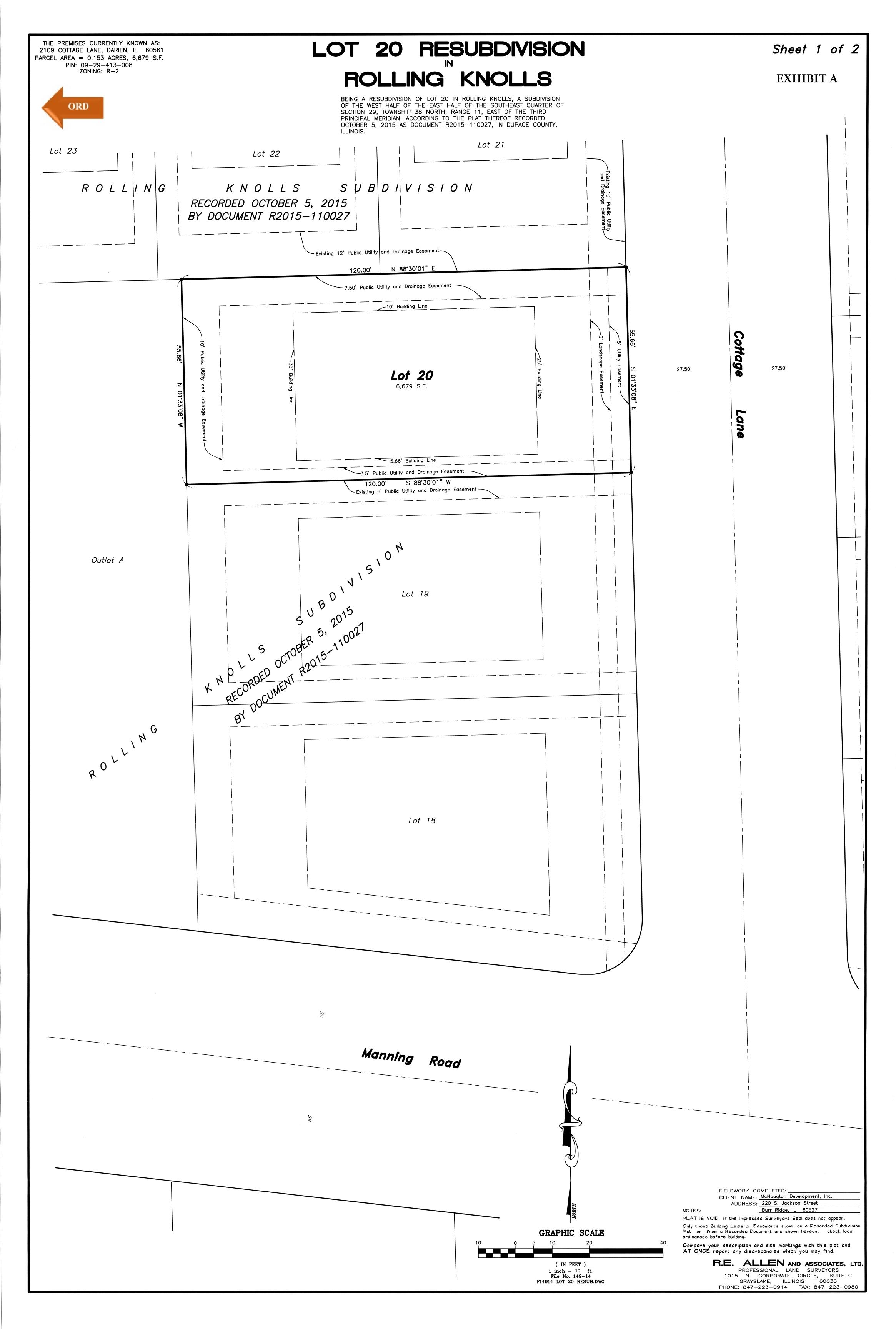
**SECTION 1: Resubdivision Plat Approved.** The City Council hereby approves a final plat in substantial conformance to the plat titled as "Lot 20 Resubdivision in Rolling Knolls" prepared by R.E. Allen and Associates dated June 19<sup>th</sup>, 2017, attached hereto and incorporated herein as **Exhibit A**.

**SECTION 2: Authorization.** The Mayor and City Clerk are hereby authorized and directed to execute and attest respectively to the final plat of subdivision.

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

ORDINANCE NO.	
PASSED BY THE CITY COUNCI	L OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17 <sup>th</sup> day of July, 20	017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR	OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17 <sup>th</sup> day of July, 20	017.
	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



OWNER'S CERTIFICATE  STATE OF ILLINOIS )	SCHOOL DISTRICT BOUNDARY STATEMENT	CERTIFICATE OF COUNTY RECORDER  STATE OF ILLINOIS ).
STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.  HEREBY CERTIFIES THAT IT IS THE LEGAL AND EQUITABLE OWNER	THIS IS TO CERTIFY THAT,, AS OWNER OF THE PROPERTY DESCRIBED AS <u>ROLLING KNOLLS</u> AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOT LIES.	STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.  THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS ON THEDAY OF, A.D., 20, ATO'CLOCKM. AS DOCUMENT
OF ALL OF THE PREMISES DESCRIBED IN THE ABOVE CAPTION TO BE SURVEYED AND SUBDIVIDED PURSUANT TO THE POWER AND AUTHORITY IN IT AS SUCH OWNER WITH THE VIEW TOWARD HAVING THIS PLAT RECORDED AS PROVIDED FOR BY LAW.	SCHOOL DISTRICT LOTS ELEMENTARY HIGH SCHOOL ALL	COUNTY RECORDER
DATED THIS DAY OF A.D. 20  BY: TITLE:	BY:OWNER	
ATTEST: TITLE: ADDRESS:		
CITY, STATE:		
STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.  I,, A NOTARY PUBLIC IN AND FOR AND RESIDING IN THE COUNTY		
AND STATE AFORESAID, DO HEREBY CERTIFY THATPERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS THEIR OWN FREE AND	NOTARY PUBLIC	COUNTY CLERK CERTIFICATE
VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET.  GIVEN UNDER NOTARY SEAL THIS DAY OF A.D. 20 .	STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.	STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.
NOTARY PUBLIC	I,, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT OWNER OF THE PROPERTY COMMONLY KNOWN AS ROLLING KNOLLS SUBDIVISION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS	I,
	STATEMENT AS HIS/HER FREE AND ACT.  GIVEN UNDER MAY HAND AND SEAL THISDAY OF,A.D. 20	TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.  I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.
	NOTARY PUBLIC	GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT DU PAGE COUNTY, ILLINOIS, THISDAY OFA.D. 20
		COUNTY CLERK
DRAINAGE CERTIFICATE		
STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.	PLAN COMMISSION CERTIFICATE  STATE OF ILLINOIS )	
"TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS	COUNTY OF DUPAGÉ ) S.S.  APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS THIS	
BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SAID SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE	DAY OFA.D. 20	SANITARY DISTRICT CERTIFICATE  STATE OF ILLINOIS )
CONSTRUCTION OF THE SUBDIVISION"  DATE  DATE	CITY TREASURER CERTIFICATE  STATE OF ILLINOIS )	COUNTY OF DUPAGE ) S.S.  I,, DIRECTOR FOR THE DUPAGE COUNTY SANITARY DISTRICT, HEREBY CERTIFY THAT THERE ARE NO UNPAID ASSESSMENTS IN CONNECTION WITH THIS PLAT.
OWNER OR AGENT REGISTERED ILLINOIS PROFESSIONAL ENGINEER	COUNTY OF DUPAGE ) S.S.  I,, CITY TREASURER OF THE CITY OF DARIEN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL	DATED AT,COUNTY, ILLINOIS THISDAY OF
	ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.	DIRECTOR
	DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS, THISDAY OFA.D. 20	
	CITY TREASURER	
	CITY COUNCIL CERTIFICATE  STATE OF ILLINOIS ) COUNTY OF DUPAGE ) S.S.	
	I,, CITY CLERK OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON, AND	
SURVEYOR'S CERTIFICATE  STATE OF ILLINOIS )	THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY.  IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL OF THE CITY OF DARIEN, ILLINOIS, THIS	
I, BRYAN J. LEE , A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3616, DO HEREBY GRANT PERMISSION TO TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME.	DAY OF, A.D. 20  CITY CLERK	
DATED AS GRAYSLAKE, ILLINOIS, THIS DAY OF A.D	MAYOR CERTIFICATE  STATE OF ILLINOIS )	CITY ENGINEER STATE OF ILLINOIS )
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3616 IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:	COUNTY OF DUPAGÉ ) S.S.  APPROVED BY THE MAYOR OF THE CITY OF DARIEN, THISDAY OF,	COUNTY OF DUPAGÉ ) S.S.  I, CITY ENGINEER OF THE CITY OF DARIEN, ILLINOIS,
NAME: ADDRESS:	A.D. 20 MAYOR	HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE MEET THE MINIMUM REQUIREMENTS OF SAID CITY AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREIN.
CITY, STATE:		DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS, THISDAY OF, A.D. 20
		CITY ENGINEER
PUBLIC UTILITY EASEMENT PROVISIONS AS EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED		
FOR AND GRANTED TO:  COMMONWEALTH EDISON COMPANY, CABLEVISION OF CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY, GRANTEES,  THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL,		
OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES OR, THE PLAT		
AND MARKED "PUBLIC UTILITY EASEMENT", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN,		
AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED "PUBLIC UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES'. AFTER INSTALLATION OF ANY SUCH FACILITIES. THE GRADE OF THE SUBDIVIDED PROPERTY		
SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.  AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS		
COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "PUBLIC UTILITY EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER		
OF NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "PUBLIC UTILITY EASEMENT" AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.		

I, BRYAN J. LEE , A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND STAKED THE PREMISES DESCRIBED IN THE ABOVE CAPTION AND THAT I HAVE MONUMENTED THE CORNERS OF THE SEVERAL LOTS SHOWN HEREON AND ALL POINTS OF CURVATURE AND POINTS OF TANGENCY WITH IRON RODS. I DO FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE SURVEY AND STAKING, DRAWN TO A SCALE OF ONE INCH PER FORTY FEET, AND THAT ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF. I FURTHER CERTIFY THAT NONE OF THE PARCELS INCLUDED IN THIS RECORD OF DEED ARE LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED IN DUPAGE COUNTY , ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON THE FLOOD INSURANCE RATE MAP, PANEL NO. 17043C0907H AND DATED, DECEMBER 16, 2004

I FURTHER CERTIFY THAT ALL OF THE ABOVE DESCRIBED PARCEL IS WITHIN THE CORPORATE LIMITS OF THE CITY OF DARIEN.

DATED AS GRAYSLAKE, ILLINOIS, THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20 \_\_\_\_.

ILLINOIS PROFESSIONAL LAND SURVEYOR 35-3616
MY LICENSE EXPIRES 11-30-18
PROFESSIONAL DESIGN FIRM NO. 184-002732

STATE OF ILLINOIS)
COUNTY OF LAKE ) S.S.

NOTES:
PLAT IS
Only thos
Plat or
ordinance
Compare
AT ONC

DESCRIPTION

BY

NO.

DATE

FIELDWORK COMPLETED:

CLIENT NAME: McNaugton Development, Inc.

ADDRESS: 220 S. Jackson Street

Burr Ridge, IL 60527

PLAT IS VOID if the Impressed Surveyors Seal does not appear.

Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon; check local ordinances before building.

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD

R.E. ALLEN AND ASSOCIATES, LTD.

PROFESSIONAL LAND SURVEYORS

1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030

PHONE: 847-223-0914 FAX: 847-223-0980



#### AGENDA MEMO City Council

July 17, 2017

#### **ISSUE STATEMENT**

A resolution authorizing the Mayor to accept a proposal for the purchase of one new 2017 Ford F-250XL 4X4 Super Cab from Currie Motors in the amount of \$41,719.

#### **RESOLUTION**

#### **BACKGROUND/HISTORY**

The proposed vehicle is a replacement vehicle for the Water Division. The current vehicle is a 2009 Chevrolet, Silverado, with a 125,000 miles and is rated at a 75.00. The vehicle continues to experience more wear and tear. Current mileage is 126,000 miles, and continues to experience wear and tear issues. The vehicle is utilized for appointments, JULIE locates, and carries various tools for designated projects. Attached and labeled as <u>Attachment A</u>, pages 1-5, is the vehicle rating sheet and maintenance records.

The new cab and chassis would be a 2017 Ford F-250 Ford F-250XL 4X4 Super Cab with safety strobe lighting and Altec utility boxes. Attached and labeled as **Attachment B**, pages 1-19, are the specifications for the vehicle.

The vehicle would be purchased through the Suburban Purchasing Cooperative Program for fleet sales for municipalities. The bid specifications are for Ford to manufacture and deliver the specified truck to the City. The FY17/18 Budget included funding for the proposed vehicle.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4815	CAPITAL DEPRECIATION TRUCK REPL UNIT 401	\$45,000	\$ 41,719	\$ 3,281
12-51-4815	CAPITAL DEPRECIATION TRUCK DECALS	N/A	\$ 715	\$ 2,566

#### STAFF RECOMMENDATION

Municipal Services Committee recommends approval of the resolution authorizing the purchase of one new 2017 Ford F-250XL 4X4 Super Cab Currie Motors in the amount of \$41,719.

#### **Alternate Consideration**

As directed by City Council.

#### **Decision Mode**

This item will be placed on the July 17, 2017, City Council agenda for formal consideration.

UNIT NO	401	DEPARTMENT	WATER	DATE
MODEL YEAR	2009	MODEL	SilverADO	5/11/17
CURRENT MILEAGE	125,684	CURRENT HOURS	JIIVEIGENO	7/11/17
CORREST MILEAGE	183 601	CORRENT HOURS	MAXIMUM	
			POINTS	VEHICLE SCOR
AGE				
	Department	WATER	<u> </u>	
	Life Expeciancy	10		
	Age as of Report Date	8		
	AGE. Meets Requirements		20	14
USAGE				
	MILES			
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE. Meets Requirements		20	20
TYPE OF SERVICE				
THE OF SERVICE	I-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE Meets Requirements		15	12
RELIABILITY				
REDIRECTION	RELIABILTY Frequency or Visits for Service			
	RELIABILITY Meets Requirements		15	10
MAINTENANCE AND REPAIR CO	OSTS			
	REPAIRS Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	28,943.00		
	LÍFE TO DATE REPAIR COST	3,105.85		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	28,943.00 3,105.85 10.73%		

UNIT NO	401	DEPARTMENT	WATER	DATE
MODEL YEAR	2009	MODEL	SilveRADO	5/11/17
CURRENT MILEAGE	125,684	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
PERCRNTAGES OF REPAIR POINTS	POINTS			
1 THROUGH 20	2			
21 THROUGH 40	4			
41 THROUGH 60	6			
61 THROUGH 80	8			
81 THROUGH 100	10			
	REPAIRS Meets Requirements		10	2
CONDITION:				**************************************
	CONDITION OF ENGINE COMPON OR ANTICPATED), BODY (BOD' STRUCTURAL COMPONENTS)			
	CONDITION Meets Requirements		15	12
				2 1.9 14 3 W &
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEAT	IRES ERGONOMICS	5	5
TOTAL POINTS			100	75

-0

## CITY OF DARIEN Repair Transaction Cost Detail

Equipment	# Repair Order#	Date	Meter(1)	Shop Los Rep Clas				
401	0000028414	06/25/09	4329	/01	08/01			
<u>G</u>	roup-System I-PMA - PREV. MAINT.	00,20,00		ch/Vendor 002	Work Acc	<u>Part(\$)</u> 13.53	<u>Labor(\$)</u> 15.00	Hours 1.00
401	0000028589	10/15/09	9906	01/01	08/01			
01	I-PMA - PREV. MAINT.			002		12.53	15.00	1.00
401	0000028712	02/04/10	13850	01/01	08/01			
01	I-PMA - PREV. MAINT.			001		13.53	42.00	1.50
401	0000028820	05/05/10	16470	01/01	08/01			
01	I-PMA - PREV. MAINT,			001		13.48	28.00	1 00
	-PMB - PREV. MAINT.			001		0.00	28.00	1.00
01	I-PMC - PREV. MAINT			001		0.00	14.00	0.50
	0000028932	08/10/10	20780	01/01	08/01			
01	-PMA - PREV. MAINT,			001		12.89	28.00	1.00
	0000029114	01/10/11	26070	01/01	08/01			
01	-PMA - PREV MAINT			001		13.21	28.00	1.00
	0000029211	04/14/11	30750	01/01	08/01			
01	-PMA - PREV. MAINT.			001		13.05	28.00	1.00
401	0000029269	05/22/11	31104	01/02	01/01			
	-17 - TIRES, TUBES, ETC			001		494.70	28.00	1.00
	-17 - TIRES, TUBES, ETC			002		0.00	15.00	1.00
	0000029380	08/23/11	36503	01/01	08/01			
	-PMA - PREV. MAINT.			002		13.64	7.50	0.50
	0000029425	09/29/11	38416	01/01	08/01			
	-PMC - PREV. MAINT.			002		32.50	15.00	1.00
	-PMB - PREV, MAINT.			002		0.00	7.50	0.50
	0000029518	12/15/11	41450	01/01	08/01			
	-PMA - PREV. MAINT. -PMD - PREV. MAINT.			002		14.00	15.00	1.00
	-41 - AIR INTAKE SYS			002 002		0.00 18.90	3.75 3.75	0.25 0.25
	0000029694	04/23/12	47250	01/01	08/01	10.50	5.75	0,23
	-PMA - PREV. MAINT,	047 <u>2</u> 0712	7/200	002	00/01	14,03	26.25	1.75
	0000029862	08/17/12	52135	01/03	01/01	14,00	20.20	1.70
	-PMA - PREV. MAINT.	00/1//12	JZ 135	002	01/01	29.93	15.00	1.00
	-41 - AIR INTAKE SYS			002		21.99	0.00	0.00
02-	-17 - TIRES,TUBES,ETC			002		108.66	15.00	1.00
06-	-35 - BATTERY			002		172.21	0.00	0.00
401	0000029908	10/09/12	53797	01/03	01/01			
02-	-17 - TIRES,TUBES,ETC			002		247.98	15.00	1.00
401	0000029967	11/16/12	55315	01/02	01/01			
06-	-34 - LIGHTING SYS			002		0.00	15.00	1.00
401	0000030007	12/19/12	56629	01/01	08/01			
01-	PMA - PREV. MAINT.			002		25.70	7.50	0.50
401	0000030105	04/03/13	61211	01/01	08/01			
	PMA - PREV. MAINT,			002		25.84	7.50	0.50
	PMB - PREV. MAINT.			002		0.00	3.75	0.25
	PMC - PREV. MAINT,			002		71.43	15.00	1.00
401	0000030163	05/10/13	62842	01/03	01/01			

CFA, Inc. 05/11/2017 7:15:57 AM

#### CITY OF DARIEN Repair Transaction Cost Detail

Equipment# Repair Order#	Date	Afatar/1\	Shop Loc Rep Clas				
Equipments Repair Orders	Dale	ivieter(1)	Rep Clas	s keh oli	3		
02-17 - TIRES,TUBES,ETC			002		50.00	15.00	1.00
401 0000030268	08/16/13	66696	01/01	08/01			
<u>Group-System</u> 01-PMA - PREV. MAINT.		<u>Me</u>	ch/Vendor 002	Work Acc	Part(\$) 26.37	<u>Labor(\$)</u> 15.00	<u>Hours</u> 1.00
401 0000030393	12/12/13	71693	01/01	08/01			
01-PMA - PREV. MAINT.			002		25.82	7.50	0.50
04-13 - BRAKES			002		173.08	15.00	1.00
401 0000030504	05/01/14	77661	01/01	08/01			
01-PMA - PREV MAINT,			002		26.37	15.00	1.00
08-34 - LIGHTING SYS			002		5.59	3.75	0.25
401 0000030542	06/10/14	79153	01/03	01/01			
06-38 - ELECT SHORTS			002	97	125.00	7.50	0.50
401 0000030543	06/11/14	79610	01/03	01/01			
04-15 - STEERING			002		65.21	75.00	5.00
02-17 - TIRES,TUBES,ETC			002		55.02	7.50	0.50
401 0000030649	09/12/14	82885	01/01	08/01			
01-PMA - PREV. MAINT.			002		25.87	15.00	1.00
01-PMB - PREV. MAINT.			002		0.00	3.75	0.25
01-PMC - PREV, MAINT.			002		30.08	7.50	0.50
01-PMD - PREV. MAINT.			002		0.00	3.75	0.25
07-41 - AIR INTAKE SYS			002		18.30	0.00	0.00
401 0000030670	09/26/14	83447	01/03	01/01			
06-34 - LIGHTING SYS			002		37.95	3.75	0.25
401 0000030702	10/25/14	84561	01/03	01/01			
02-17 - TIRES, TUBES, ETC			002		473.76	15.00	1.00
401 0000030787	02/06/15	88658	01/03	08/01			
01-PMA - PREV. MAINT.			002		30.76	7.50	0.50
07-41 - AIR INTAKE SYS			002		206.98	7.50	0.50
04-13 - BRAKES			002		14.84	7.50	0.50
05-27 - XMISSION AUTO			002		123.77	30.00	2.00
401 0000030803	02/24/15	89356	01/03	08/01			
03-07 - INTERIOR			002		71.25	15.00	1.00
401 0000030806	02/25/15	89356	01/03	01/01			
06-34 - LIGHTING SYS			002		8.26	7.50	0.50
401 0000030859	04/29/15	92247	01/03	01/01			
01-PMA - PREV. MAINT.			002		28.04	7.50	0.50
04-16 - SUSPENSION			002		346.24	15.00	1.00
05-27 - XMISSION AUTO			002		14.08	7.50	0.50
04-15 - STEERING			002		112.13	15.00	1.00
401 0000030977	08/25/15	97500	01/03	01/01			
06-35 - BATTERY			002		139.95	15.00	1.00
401 0000030984	09/17/15	98628	01/01	08/01			
01-PMA - PREV. MAINT.			002		28.04	7.50	0.50
401 0000031061	02/05/16	104627	01/01	08/01			
01-PMA - PREV. MAINT.			002		30.00	7.50	0.50
401 0000031145	08/24/16	115156	01/01	08/01			
01-PMA - PREV. MAINT.			002		30.25	7.50	0.50
							- · - · <del>-</del>

#### CITY OF DARIEN Repair Transaction Cost Detail

Equipment# Repair Order#	Date	Meter(1)	Shop Loc Rep Clas	F			
401 0000031203	11/15/16	119048	01/03	01/01			
Group-System 04-13 - BRAKES		<u>Mec</u>	h/Vendor 002	Work Acc	Part(\$) 237.06	<u>Labor(\$)</u> 30.00	Hours 2.00
401 0000031276 01-PMA - PREV. MAINT.	04/07/17	124500	01/01	08/03	0.00	51.45	0.00
401 0000031281 01-PMB - PREV. MAINT.	04/01/17	123840	01/01 002	08/01	0.00	37.50	2.50
STAND TARESTAN		G	rand Total		3,943.80	927.95	51.50





Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100

### **Customer Proposal**

#### Prepared for:

Kris Throm Darien Municipal Services

### Prepared by:

Kristen DeLaRiva Office: 708-479-1100 Email: fleetcurrie@gmail.com

Date: 06/13/2017 Vehicle: 2017 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW



00 \*
Suburban Pundising Co-op
41,719 €
Graphics > 7150 +
22,4340 ♦

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

### **Selected Options**

Code	Description	MSRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$37,875.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44\$	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Stee!	Included
	Includes painted hub covers/center ornaments.	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
	Includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
164WB	164" Wheelbase	STD
96V	XL Value Package	\$720.00
	Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/Single-CD/MP3 Player Includes 6 speakers Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Selected Options (cont'd)

Code	Description	MSRP
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrate signals Perimeter Alarm - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	
66D	Pickup Box Delete	-\$625.00
	Delates tie-down hooks, tailgate and 7/4 pin connector. Incomplete vehicl further manufacture and certification by a final stage manufacturer. In add manufacturers to follow the recommendations of the Ford Incomplete Veh Truck Body Builder's Layout Book (and applicable supplements). Includes:  Rear Bumper Delete - Spare Wheel, Tire, Camer & Jack Delete	lition, Ford urges
213	4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
	Includes manual-locking hubs and auto rotary control on instrument panel	
41H_	Engine Block Heater	\$90.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Includ- connector.	es smart trailer tow
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Includes loose camera, wiring bundle and electrochromic mirror with video	o display.
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STD
43C	110V/400W Outlet	\$75.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when a Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Ca	ordered with Upfitter amper Pkg. (47B).
	Includes 1 in-dash mounted outlet.	;
585_	Radio: AM/FM Stereo/Single- CD/MP3 Player	Included
	Includes 6 speakers.	
91M	SYNC Communications & Entertainment System	\$365.00
	Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in center smart-charging USB port and steering wheel audio controls.	er stack, AppLink, 1
91S	Amber LED Warning Strobes (Pre- Installed)	\$655.00
	Custom accessory. Includes center high-mounted stop light bar and 2 hoc	od mounted lights.
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information,

### Selected Options (cont'd)

Code	Description	MSRP
	Custom accessory.	
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	REQUIRES Valid FIN Code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replac Lamps (DRL). Includes on/off cluster controllable.	e the standard Daytime Running
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_05	Medium Earth Gray	N/C
<b>Primary Colors</b>		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$795.00
CD-01	Shop Manual	\$325.00
	CD ROM Shop Manual	
D-01	Delivery	\$185.00
P-01	Municpal Plates/Title-Shipped	\$145.00
R001	RUSTPROOFING/SOUND SHIELD	\$395.00
002	8' FIBERGLASS BODY	\$9,318.00

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

### Selected Options (cont'd)

Code	Description	WSRP
	BRAND FX SERVICE BODY - 96" LONG X 83" WIDE X 42" HIGH, 48" WIDE FLOOR, 15" DEEP - COMPOSITE BODY CONSTRUCTION - ALUMINUM UNDERSTRUCTURE - *** WHITE *** GEL COAT EXTERIOR - TREAD BRIGHT ALUMINUM FLOOR & REAR BUMPER - VINYL ROCK GUARDS - REMOVABLE REAR WHEEL PANELS - NON-SKID SURFACE ON COMPARTMENT TOPS - ALUMINUM BULKHEAD & TAIL SKIRT - 10" HIGH ALUMINUM AUTOMOTIVE STYLE TAILGATE - STAINLESS STEEL HARDWARE, HINGES WITH AUTOMOTIVE - ONE-PIECE MOLDED DOORS, AUTOMOTIVE FINISH ON BOTH - RECESSED DOOR SEALS WITH AUTOMOTIVE GRADE DOOR - VINYL COATED DOOR STOP CABLES - L.E.D FMVSS 108 LIGHT PACKAGE IN BODY END PANELS **COMPARTMENT CONFIGURATION**  (2) ADJUSTABLE SHELVES – FRONT VERTICAL COMPARTMENT (1) ADJUSTABLE SHELF – HORIZONTAL COMPARTMENT (1) ADJUSTABLE SHELF – STREET SIDE REAR, (1) LOCKING SWIVEL HORIZOSE EXISTING O.E.M. TRAILER HITCH BACKUP ALARM TRAILER RECEPTACLE, 7 WAY RV STYLE	STYLE ROTARY LATCHES I SIDES GASKETS ITS
SUBTOTAL		\$53,403.00
Destination Charge		\$1,295.00
TOTAL		\$54,698.00

### Warranty - Selected Equipment & Specs

#### Warranty

Basic Distance	.36000 miles	Months	36 months
Powertrain Distance	.60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance Distance	60000 miles	Months	60 months

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

### Pricing - Single Vehicle

		MSRP
Vehicle Pricing		
Base Vehicle Price		\$37,875.00
Options & Colors		\$4,365.00
Upfitting		\$11,163.00
Destination Charge		\$1,295.00
Discount Adjustments		
Discount		-\$12,979.00
Total		\$41,719.00
Customer Signature	Acceptance Date	

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Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100 2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

Major Equipment		Selected Options	MSRF
(Based on selected options, shown at right) 6.2L V-8 SOHC w/SMPI 385hp TorgShift-G 6 speed automatic w/OD	Exterior:Oxford White Interior:Medium Earth Gray	STANDARD VEHICLE PRICE Order Code 600A	\$37,875.00 N/C
Rear locking differential driver selectable Brake assistance LT 245/75R17 E BSW AS S-rated tires Firm suspension Air conditioning Radio grade AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder,	4-wheel ABS Traction control Battery with run down protection Advance Trac w/Roll Stability Control Tinted glass Bluetooth wireless streaming	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fur Transmission: TorqShift-G 6-Spd Auto w/Selects GVWR: 10,000 ib Payload Package Tires: LT245/75Rx17E BSW A/S (4) Wheels: 17" Argent Painted Steel 164" Wheelbase	
auxiliary audio input, external memory control  * Daytime running  * Variable intermittent wipers	<ul> <li>Dual power remote heated mirrors</li> <li>17 x 7.5 steel wheels</li> </ul>	Monotone Paint Application 50-State Emissions System	STE STE
Dual front airbags w/passenger cancel     SecuriLock immobilizer	<ul> <li>Driver and front passenger seat mounted side airbags</li> <li>Tachometer</li> </ul>	110V/400W Outlet  Rear View Camera & Prep Kit (Fleet)	\$75.00 \$415.00
Message Center     Reclining front split-bench seats     Side steps	Underseat ducts     60-40 folding rear split-bench     Audio control on steering wheel	Pickup Box Delete Rear Bumper Delete	-\$625.00 Included
Class V hitch     Rear axle capacity: 6200 lbs.	* Front axle capacity: 6000 lbs.  * Front spring rating: 4800 lbs.	Spare Wheel, Tire, Carrier & Jack Delete Electronic-Locking w/3,73 Axle Ratio	\$390.00
<ul> <li>Rear spring rating: 6340 lbs.</li> <li>Frame Yield Strength 50000 psi</li> <li>Axle to end of frame: 47.6"</li> </ul>	* Frame section modulus: 10.7 cu.in.  * Cab to axle: 56.1"	Power Equipment Group  Accessory Delay  Trailer Tow Mirrors w/Power Heated Glass	\$915.00 Included
Fuel Economy		Perimeter Alarm	Included

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Power Locks

Prepared for: Kris Throm, Darien Municipal Services By: Kristen DeLaRiva Date: 06/13/2017 Included



Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100 2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

City	
N/A	



Hwy N/A

Power Tailgate Lock	Included
Power Front & Rear Seat Windows	Included
Remote Keyless Entry	Included
Platform Running Boards	\$445.00
4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
Engine Block Heater	\$90.00
Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
Trailer Brake Controller	\$270.00
LED Roof Clearance Lights	\$95.00
Exterior Backup Alarm (Pre-Installed)	\$140.00
SYNC Communications & Entertainment System	\$365.00
XL Value Package	\$720.00
4.2" Center-Stack Screen	Included
Radio: AM/FM Stereo/Single-CD/MP3 Player	Included
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included
Steering Wheel-Mounted Cruise Control	Inciuded
Amber LED Warning Strobes (Pre-Installed)	\$655.00
Daytime Running Lamps (DRL) (LPO)	\$45.00
Oxford White	N/C
Cloth 40/20/40 Split Bench Seat	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kris Throm, Darlen Municipal Services By: Kristen DeLaRiva Date: 06/13/2017



2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 765

Medium Earth Gray	N/C
SUBTOTAL	<b>\$42,240.00</b>
Destination Charge	\$1,295.00
TOTAL	\$43,535.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## **PROPOSAL**

CITY OF DARIEN
MUNICIPAL SERVICES
1041 S. FRONTAGE ROAD
DARIEN, ILLINOIS 60561

December 1, 2015

QUOTE Estimate for graphics for 2017.

PUBLIC WORKS TRUCK GRAPHICS PACKAGE
PER: LAYOUT SUBMITED
ALL GRAPHICS WILL BE PRINTED & REFLECTIVE
REAR White conspiculty safety striping
THREE SETS OF UNIT NUMBERS
A protective gloss laminate coating will be applied to all printed format
Please note:

Removal of any old graphics will be based on an additional quote

#### MATERIALS & WORKMANSHIP IS GUARANTEED FOR 3 YEARS

PRICE BASED ON 1 UNITS Smaller Units \$715.00 PER UNIT Larger Dumps with 5" lettering and additional safety stripes. Add \$200.00 PER UNIT ACCEPTED: DATE

If you have any questions, please do not hesitate to call me. Thank You.

JAKE M ZAAGMAN



#### Kris Throm

200	
S=	F F 2 A 2 A
2 .	2 2 2 2 2 2 2 2

Kristen De La Riva <fleetcurrie@gmail.com>

Sent:

Wednesday, June 14, 2017 1:11 PM

To:

Kris Throm

Subject:

Re: F-250 Quote

\$41,719

On Wed, Jun 14, 2017 at 12:58 PM, Kris Throm < <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote:

Kristen,

Thanks for sending that over. There are two prices on there that I see so I just want to confirm what our total price would be purchasing this from you. Would it be the \$41,719 or \$43,535. Just want to make sure I give my boss accurate numbers.

Thanks,

Kris Throm

City of Darien

**Superintendent of Municipal Services** 

(630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]

Sent: Wednesday, June 14, 2017 11:46 AM

To: Kris Throm < kthrom@darienil.gov> Subject: Pe: F-250 Quote
Good morning,
Attached is your F-250 quote. We upgraded to an 8 foot bed to accommodate the 8 foot service body. Your camera will be mounted in the mirror and there's an aluminum liner in the floor so we removed the spray in bed liner option.
On Tue, Jun 13, 2017 at 4:16 PM, Kris Throm < <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a> > wrote:
Great thanks Kristen!
Thanks,
indiks,
Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453
<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:<u>fleetcurrie@gmail.com]</u>
Sent: Tuesday, June 13, 2017 3:47 PM

To: Kris Throm < kthrom@darienil.gov>

Subject: Re: F-250 Quote

Just waiting for confirmation on a few things from the upfitter and the quote will be put together.

On Tue, Jun 13, 2017 at 9:29 AM, Kris Throm <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote:

8' please. If I didn't change that for the cab & chassis can you make that change as well?

Thanks,

**Kris Throm** 

**City of Darien** 

**Superintendent of Municipal Services** 

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From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]

Sent: Tuesday, June 13, 2017 9:15 AM

To: Kris Throm < kthrom@darienil.gov>

Subject: Re: F-250 Quote

What size service body did you want? 6.5 foot or 8 foot? On Tue, Jun 13, 2017 at 8:33 AM, Kris Throm <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote: Awesome, thanks Kristen! Thanks, **Kris Throm City of Darien Superintendent of Municipal Services** (630) 514-3453 To receive important information from the City of Darien sign up for our electronic newsletter: **DARIEN DIRECT CONNECT** Follow the link and subscribing is simple! http://www.darien.il.us/Reference-Desk/DirectConnect.aspx From: Kristen De La Riva [mailto:fleetcurrie@gmail.com] Sent: Tuesday, June 13, 2017 8:29 AM To: Kris Throm <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> Subject: Re: F-250 Quote Will get it together today.

4

On Mon, Jun 12, 2017 at 2:32 PM, Kris Throm < <a href="kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote:

Kristen,

Were you able to finish putting the quote together yet?
Thanks,
Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453
To receive important information from the City of Darien sign up for our electronic newsletter: <b>DARIEN DIRECT CONNECT</b> Follow the link and subscribing is simple!
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx
From: Kris Throm Sent: Tuesday, June 6, 2017 2:01 PM To: 'Kristen De La Riva' < fleetcurrie@gmail.com > Subject: RE: F-250 Quote
Yes please!
Thanks,
Kris Throm
City of Darien

# **Superintendent of Municipal Services** (630) 514-3453 To receive important information from the City of Darien sign up for our electronic newsletter: **DARIEN DIRECT CONNECT** Follow the link and subscribing is simple! http://www.darien.il.us/Reference-Desk/DirectConnect.aspx From: Kristen De La Riva [mailto:fleetcurrie@gmail.com] Sent: Tuesday, June 6, 2017 2:00 PM To: Kris Throm <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> Subject: Re: F-250 Quote Not a problem. Wanted to be sure I wasn't going crazy. You still want Municipal Plates and the Fiberglass body, correct? On Tue, Jun 6, 2017 at 1:47 PM, Kris Throm < <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote: Sorry Kristen, not sure what happened there. Thanks,

**Superintendent of Municipal Services** 

**Kris Throm** 

**City of Darien** 

#### (630) 514-3453

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]

Sent: Tuesday, June 6, 2017 1:00 PM

To: Kris Throm <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>>

Subject: Re: F-250 Quote

I'm sorry, but it doesn't seem like there's anything marked off on either of those attachments...

On Tue, Jun 6, 2017 at 12:56 PM, Kris Throm < <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a>> wrote:

Please see attached.

Thanks,

**Kris Throm** 

City of Darien

**Superintendent of Municipal Services** 

<u>(630) 514-3453</u>

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From: Kristen De La Riva [mailto:fleetcurrie@gmail.com]
Sent: Tuesday, June 6, 2017 12:53 PM
To: Kris Throm < <u>kthrom@darienil.gov</u> > Subject: Re: F-250 Quote
Subjects. Ne. 1-230 Quote
Yes. Please send over the contract with the marked options and we'll update it.
On Tue, Jun 6, 2017 at 12:50 PM, Kris Throm < <a href="mailto:kthrom@darienil.gov">kthrom@darienil.gov</a> > wrote:
Kristen,
I changed some of the options that I selected would you be able to update the quote so I have a firm numbe for our City Council?
Thanks,
Kris Throm
City of Darien
Superintendent of Municipal Services
<u>(630) 514-3453</u>
To receive important information from the City of Darien sign up for our electronic newsletter: <b>DARIEN DIRECT CONNECT</b> Follow the link and subscribing is simple!
http://www.darien.il.us/Reference-Desk/DirectConnect.aspx



APPROVED AS TO FORM:

**CITY ATTORNEY** 

# A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2017 FORD F-250XL 4X4 SUPER CAB FROM CURRIE MOTORS IN THE AMOUNT OF \$41,719

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Currie Motors for the purchase of one new 2017 Ford F-250XL 4X4 Super Cab, in an amount not to exceed \$41,719.00, copy of which is 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 17th day of July, 2017.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of July, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK





Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100

# **Customer Proposal**

#### Prepared for:

Kris Throm Darien Municipal Services

#### Prepared by:

Kristen DeLaRiva Office: 708-479-1100 Email: fleetcurrie@gmail.com

Date: 06/13/2017 Vehicle: 2017 F-250 XL

4x4 SD Super Cab 8' box 164" WB SRW



0. \*
Suburban Pundising Co-op
41,719. #
Gnaphics > 715. +
002. #
42,434. ♦

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

# **Selected Options**

Code	Description	NISRP
Base Vehicle		
X2B	Base Vehicle Price (X2B)	\$37,875.00
Packages		
600A	Order Code 600A	N/C
	Includes: - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift-G 6-Spd Auto w/SelectShift - GVWR: 10,000 lb Payload Package - Tires: LT245/75Rx17E BSW A/S (4) - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included
64A	Wheels: 17" Argent Painted Steel	Included
	Includes painted hub covers/center ornaments.	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat	\$100.00
	includes center armrest, cupholder, storage and driver's side manual lumbar.	
Other Options		
164WB	164" Wheelbase	STD
96V	XL Value Package	\$720.00
	Includes: - 4.2" Center-Stack Screen - Radio: AM/FM Stereo/Single-CD/MP3 Player Includes 6 speakers Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Steering Wheel-Mounted Cruise Control	
90L	Power Equipment Group	\$915.00

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# Selected Options (cont'd)

Code	Description	MSRF
	Deletes passenger-side lock cylinder. Includes upgraded door trim panel. Includes: - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrate signals Perimeter Alarm - Power Locks - Power Tailgate Lock - Power Front & Rear Seat Windows Includes 1-touch up/down driver/passenger window Remote Keyless Entry	od clearance lamps/tum
66D	Pickup Box Delete	-\$625.00
	Delates tie-down hooks, tailgate and 7/4 pin connector. Incomplete vehicle further manufacture and certification by a final stage manufacturer. In add manufacturers to follow the recommendations of the Ford Incomplete Veh Truck Body Builder's Layout Book (and applicable supplements). Includes:  - Rear Bumper Delate - Spare Wheel, Tire, Carrier & Jack Delate	ition, Ford urges
213	4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
	Includes manual-locking hubs and auto rotary control on instrument panel	
41H_	Engine Block Heater	\$90.00
67E	Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
52B	Trailer Brake Controller	\$270.00
	Verified to be compatible with select electric over hydraulic brakes. Include connector.	es smart trailer tow
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit (Fleet)	\$415.00
	Includes loose camera, wiring bundle and electrochromic mirror with video	o display.
592	LED Roof Clearance Lights	\$95.00
PAINT	Monotone Paint Application	STE
43C	110V/400W Outlet	\$75.00
	REQUIRES Extra Extra Heavy-Duty Alternator (67E) when a Switches (66S) and Snow Plow Pkg. (473) or Snow Plow/Ca	ordered with Upfitte amper Pkg. (47B).
	Includes 1 in-dash mounted outlet.	
585_	Radio: AM/FM Stereo/Single- CD/MP3 Player	Included
	includes 6 speakers.	
91M	SYNC Communications & Entertainment System	\$365.00
	Includes enhanced voice recognition, 911 Assist, 4.2" LCD screen in cente smart-charging USB port and steering wheel audio controls.	er stack, AppLink, 1
91S	Amber LED Warning Strobes (Pre- Installed)	\$655.00
	Custom accessory. Includes center high-mounted stop light bar and 2 hoo	d mounted lights.
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information,

# Selected Options (cont'd)

Code	Description	MSRP
	Custom accessory.	
Fleet Options		
525_	Steering Wheel-Mounted Cruise Control	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00
	REQUIRES Valid FIN Code.	
	The non-controllable 942 Daytime Running Lamps (DRL) replicant controllable.	ace the standard Daytime Running
Emissions		
425	50-State Emissions System	STD
Interior Colors		
18_05	Medium Earth Gray	N/C
<b>Primary Colors</b>		
Z1_01	Oxford White	N/C
Upfit Options		
A-01	4-Corner LED Strobes	\$795.00
CD-01	Shop Manual	\$325.00
	CD ROM Shop Manual	
D-01	Delivery	\$185.00
P-01	Municpal Plates/Title-Shipped	\$145.00
R001	RUSTPROOFING/SOUND SHIELD	\$395.00
002	8' FIBERGLASS BODY	\$9,318.00

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

# Selected Options (cont'd)

Code	Description	MSRP
	BRAND FX SERVICE BODY  - 96" LONG X 83" WIDE X 42" HIGH, 48" WIDE FLOOR, 15" DEEP 9  - COMPOSITE BODY CONSTRUCTION  - ALUMINUM UNDERSTRUCTURE  - *** WHITE *** GEL COAT EXTERIOR  - TREAD BRIGHT ALUMINUM FLOOR & REAR BUMPER  - VINYL ROCK GUARDS  - REMOVABLE REAR WHEEL PANELS  - NON-SKID SURFACE ON COMPARTMENT TOPS  - ALUMINUM BULKHEAD & TAIL SKIRT  - 10" HIGH ALUMINUM AUTOMOTIVE STYLE TAILGATE  - STAINLESS STEEL HARDWARE, HINGES WITH AUTOMOTIVE S  - ONE-PIECE MOLDED DOORS, AUTOMOTIVE FINISH ON BOTH  - RECESSED DOOR SEALS WITH AUTOMOTIVE GRADE DOOR 9  - VINYL COATED DOOR STOP CABLES  - L.E.D FMVSS 108 LIGHT PACKAGE IN BODY END PANELS  **COMPARTMENT CONFIGURATION**  (2) ADJUSTABLE SHELVES – FRONT VERTICAL COMPARTMENT  (1) ADJUSTABLE SHELVES – FRONT VERTICAL COMPARTMENT  (1) ADJUSTABLE SHELF – HORIZONTAL COMPARTMENT  (1) ADJUSTABLE SHELF – STREET SIDE REAR, (1) LOCKING SWIVEL HORIZONTAL ERICONTAL ERIC	STYLE ROTARY LATCHES SIDES GASKETS TS
SUBTOTAL		\$53,403.00
Destination Charge		\$1,295.00
TOTAL		\$54,698.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# Warranty - Selected Equipment & Specs

#### Warranty

Basic Distance	.36000 miles	Months	36 months
Powertrain Distance	. 60000 miles	Months	60 months
Corrosion Perforation Distance	Unlimited miles	Months	60 months
Roadside Assistance Distance	60000 miles	Months	60 months

2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

# Pricing - Single Vehicle

			MSRP
Vehicle Pricing			
Base Vehicle Price			\$37,875.00
Options & Colors			\$4,365.00
Upfitting			\$11,163.00
Destination Charge			\$1,295.00
Discount Adjustments			
Discount			-\$12,979.00
Total	 		\$41,719.00
Customer Signature		Acceptance Date	

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Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100 2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

Major Equipment		Selected Options	MSRP
(Based on selected options, shown at right) 6.2L V-8 SOHC w/SMPI 385hp TorgShift-G 6 speed automatic w/OD	Exterior:Oxford White Interior:Medium Earth Gray	STANDARD VEHICLE PRICE Order Code 600A	\$37,875.00 N/C
* Rear locking differential driver selectable	4-wheel ABS	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fu	
Brake assistance     LT 245/75R17 E BSW AS S-rated tires	Traction control Battery with run down protection	Transmission: TorqShift-G 6-Spd Auto w/Select GVWR: 10,000 ib Payload Package	Included
Firm suspension     Air conditioning	Advance Trac w/Roll Stability Control     Tinted glass	Tires: LT245/75Rx17E BSW A/S (4)	Included
Radio grade AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control	* Bluetooth wireless streaming	Wheels: 17" Argent Painted Steel 164" Wheelbase	Included STD
Daytime running     Variable intermittent wipers	<ul> <li>Dual power remote heated mirrors</li> <li>17 x 7.5 steel wheels</li> </ul>	Monotone Paint Application 50-State Emissions System	STO
Dual front airbags w/passenger cancel	* Driver and front passenger seat mounted side airbags	110V/400W Outlet	\$75.00 \$415.00
SecuriLock Immobilizer     Message Center	* Tachometer  * Underseat ducts	Rear View Camera & Prep Kit (Fleet) Pickup Box Delete	-\$625.00
<ul><li>Reclining front split-bench seats</li><li>Side steps</li></ul>	<ul> <li>* 60-40 folding rear split-bench</li> <li>* Audio control on steering wheel</li> </ul>	Rear Bumper Delete  Spare Wheel, Tire, Carrier & Jack Delete	Included
Class V hitch     Rear axle capacity: 6200 lbs.	<ul><li>Front axle capacity: 6000 lbs.</li><li>Front spring rating: 4800 lbs.</li></ul>	Electronic-Locking w/3.73 Axle Ratio	\$390.00
<ul><li>Rear spring rating: 6340 lbs.</li><li>Frame Yield Strength 50000 psi</li></ul>	* Frame section modulus: 10.7 cu.in.  * Cab to axle: 56.1*	Power Equipment Group  Accessory Delay	\$915.00 Included
* Axle to end of frame: 47.6" Fuel Economy		Trailer Tow Mirrors w/Power Heated Glass	Included

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Power Locks

Prepared for: Kris Throm, Darien Municipal Services By: Kristen DeLaRiva Date: 06/13/2017 Included



Currie Motors Frankfort Inc 9423 W Lincoln Hwy, Frankfort, Illinois, 604231388 Office: 708-479-1100 2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 755

City
N/A



Hwy N/A

Power Tailgate Lock	Included
Power Front & Rear Seat Windows	Included
Remote Keyless Entry	Included
Platform Running Boards	\$445.00
4x4 Electronic-Shift-On-The-Fly (ESOF)	\$185.00
Engine Block Heater	\$90.00
Extra Extra Heavy-Duty Alternator (240 Amp)	\$85.00
Trailer Brake Controller	\$270.00
LED Roof Clearance Lights	\$95.00
Exterior Backup Alarm (Pre-Installed)	\$140.00
SYNC Communications & Entertainment System	\$365.00
XL Value Package	\$720.00
4.2" Center-Stack Screen	Included
Radio: AM/FM Stereo/Single-CD/MP3 Player	Included
Bright Chrome Hub Covers & Center Ornaments	Included
Chrome Front Bumper	Included
Steering Wheel-Mounted Cruise Control	Included
Amber LED Warning Strobes (Pre-Installed)	\$655.00
Daytime Running Lamps (DRL) (LPO)	\$45.00
Oxford White	N/C
Cloth 40/20/40 Split Bench Seat	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kris Throm, Darlen Municipal Services By: Kristen DeLaRiva Date: 06/13/2017



2017 F-250, SD Super Cab 4x4 SD Super Cab 8' box 164" WB SRW XL(X2B) Price Level: 765

Medium Earth Gray	N/C	
SUBTOTAL	\$42,240.00	
Destination Charge	\$1,295.00	
TOTAL	\$43,535.00	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## **PROPOSAL**

CITY OF DARIEN
MUNICIPAL SERVICES
1041 S. FRONTAGE ROAD
DARIEN, ILLINOIS 60561

December 1, 2015

QUOTE Estimate for graphics for 2017.

PUBLIC WORKS TRUCK GRAPHICS PACKAGE
PER: LAYOUT SUBMITED
ALL GRAPHICS WILL BE PRINTED & REFLECTIVE
REAR White conspiculty safety striping
THREE SETS OF UNIT NUMBERS
A protective gloss laminate coating will be applied to all printed format
Please note:

Removal of any old graphics will be based on an additional quote

#### MATERIALS & WORKMANSHIP IS GUARANTEED FOR 3 YEARS

PRICE BASED ON 1 UNITS Smaller Units \$715.00 PER UNIT Larger Dumps with 5" lettering and additional safety stripes. Add \$200.00 PER UNIT ACCEPTED: DATE

If you have any questions, please do not hesitate to call me. Thank You.

JAKE M ZAAGMAN





#### **AGENDA MEMO**

City Council July 17, 2017

#### **ISSUE STATEMENT**

A resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

#### **RESOLUTION**

#### BACKGROUND/HISTORY

The proposed project is for conceptual drawings for a beautification project for the I-55 and Cass Ave corridor, attached and labeled as <u>Attachment A</u>. The requested funding is for a conceptual plan for landscape designs for the Cass Ave. / I55 cloverleaf interchange. There would be two locations – the northeast and southwest quadrants of the cloverleaf interchanges. Decorative lighting, signage, plantings and other landscape features would be incorporated into the design.

There may be additional funding participation with Argon National Laboratories and the Waterfall Glen Forest Preserve.

The goal is to develop preliminary landscape designs for the northeast and southwest quadrants of the Cass Avenue and I-55 Cloverleaf interchange and includes the following scope of services:

- 1. Landscape improvements
- 2. Decorative lighting
- 3. Signage similar to the County Line Road interchange in Burr Ridge
- 4. Possible additional signage to Argon Lab and Waterfall Glen Forest Preserve
- 5. New decorative railing options on the overpass bridge
- 6. Consideration of a water feature

#### **SCOPE OF SERVICES**

CBBEL has developed the following scope of services for the successful completion of the project.

#### Task 1 – Prior to Design

- 1. Visit the 2 infields and create an assessment of existing conditions.
- 2. Meet with City staff and any other stakeholders to obtain impute and understand the desires and special considerations.
- 3. Review the potential jurisdictional and permitting requirements that will influence the design of the project.
- 4. Prepare base plans that depict existing conditions. For the purpose of preliminary design, aerial photos with 2 foot contours will be utilized.

#### <u>Task 2 – Preliminary Design</u>

Prepare up to three (3) alternative landscape design concepts. Provide a preliminary cost estimates for each alternative.

Prepare a concept plan based on the preferred alternative. Develop a preliminary construction cost estimate for the concept plan and prepare a summary memorandum.

#### <u>Task 3 – Present Concepts to City Staff and Elected Officials</u>

Present alternative landscape designs to City staff and receive comments and impute. Make any adjustments to designs and associated preliminary cost estimates. Present final plans to elected officials.

Below is an estimate of fees for the project:

TASK	FEE
Task 1 – Prior to Design	\$ 5,928
Task 2 – Preliminary Design	\$ 21,528
Task 3 – Public Outreach and Meetings	\$ 1,248
Direct Costs	\$ 500
Total	\$ 29,204

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

	ACCOUNT DESCRIPTION	FY17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	CAPITAL PURCHASES CASS/I55 STREETSCAPE			
25-35-4390	PLAN DESIGN	\$29,200	\$ 29,204	\$ (4.00)

#### STAFF RECOMMENDATION

Municipal Services Committee recommends approval of a resolution authorizing the mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. In an amount not to exceed \$29,204 for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange.

#### **ALTERNATE DECISION**

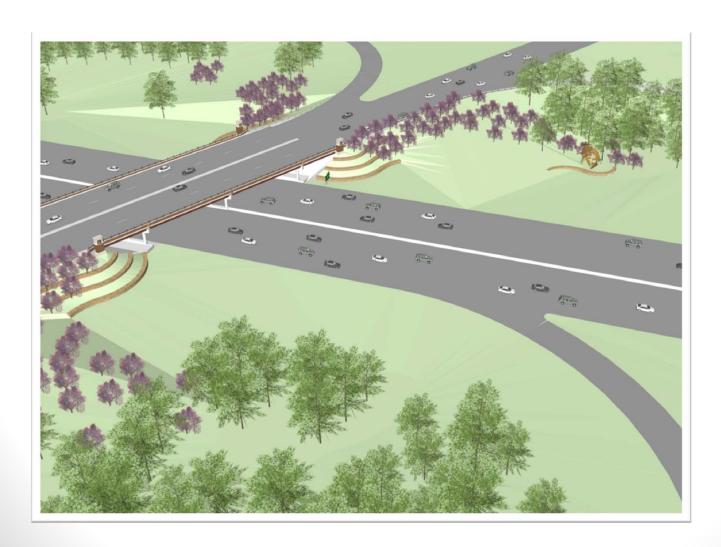
As recommended by the Committee.

#### **DECISION MODE**

This item will be on the July 17, 2017, City Council agenda for formal consideration.



# I-55 and CASS AVENUE Enhancements



# I-55 and CASS AVENUE Bridge Enhancements



# **Bridge Enhancements**





APPROVED AS TO FORM:

**CITY ATTORNEY** 

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$29,204 FOR CONCEPTUAL DESIGN SERVICES FOR THE CASS AVENUE AND I-55 CLOVERLEAF INTERCHANGE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE 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 \$29,204 for conceptual design services for the Cass Avenue and I-55 cloverleaf interchange, a copy of which is 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 17th day of July, 2017.

AYES:
NAYS:
ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of July, 2017.

KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:

JOANNE E. RAGONA, CITY CLERK



#### CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 25, 2017

City of Darien 1702 Plainfield Road Darien, IL 60561

Attention: Daniel Gombac

**Director of Municipal Services** 

Subject: Proposal for Conceptual Design Services for the

Cass Avenue and I-55 Cloverleaf Interchange

#### Dear Daniel:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for Conceptual Design Services for the Cass Avenue and I-55 Cloverleaf Interchange. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

#### UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that it is the goal of the City is to develop preliminary landscape designs for the northeast and southwest quadrants of the Cass Avenue and I-55 Cloverleaf interchange.

The preliminary landscape designs shall include the following;

- 1. Landscape improvements
- 2. Decorative lighting
- 3. Signage similar to the County Line Road interchange in Burr Ridge
- 4. Possible additional signage to Argon Lab and Waterfall Glen Forest Preserve
- 5. New decorative railing options on the overpass bridge
- Consideration of a water feature.

#### SCOPE OF SERVICES

CBBEL has developed the following scope of services for the successful completion of the project.

#### Task 1 - Prior to Design

1. Visit the 2 infields and create an assessment of existing conditions.

- 2. Meet with City staff and any other stakeholders to obtain impute and understand the desires and special considerations.
- 3. Review the potential jurisdictional and permitting requirements that will influence the design of the project.
- 4. Prepare base plans that depict existing conditions. For the purpose of preliminary design, aerial photos with 2 foot contours will be utilized.

#### Task 2 - Preliminary Design

Prepare up to three (3) alternative landscape design concepts. Provide a preliminary cost estimates for each alternative.

Prepare a concept plan based on the preferred alternative. Develop a preliminary construction cost estimate for the concept plan and prepare a summary memorandum.

#### Task 3 - Present Concepts to City Staff and Elected Officials

Present alternative landscape designs to City staff and receive comments and impute. Make any adjustments to designs and associated preliminary cost estimates. Present final plans to elected officials.

#### **ESTIMATE OF FEE**

Our estimated fee for this project is as follows:

TASK	FEE
Task 1 – Prior to Design	\$ 5,928
Task 2 – Preliminary Design	\$21,528
Task 3 – Public Outreach and Meetings	\$ 1,248
Direct Costs	\$ 500
Total	\$29,204

Please note that any requested meetings or additional services are not included in the preceding fee estimate, and will be billed on a time and material basis.

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

Sincerely,	lunt & & Bal			
Christopher B President	B. Burke, PhD, PE, D.WRE, Dist.M.ASCE			
	ule of Charges ns and Conditions			
	OSAL, SCHEDULE OF CHARGES AS FOR THE CITY OF DARIEN:	AND GENERA	AL TERMS	AND
BY:				
TITLE:				
DATE:				

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

DLL/DG

N:\PROPOSALS\ADMIN/2017\Darien Cass Avenue and 155 Cloverleaf Interchange.doc

### CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2017

JANUAR1, 2017	
	Charges*
<u>Personnel</u>	<u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107

<u>Direct Costs</u> Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017

<sup>\*</sup>Charges include overhead and profit

# 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.

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. <u>Changes</u>: 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. <u>Suspension of Services</u>: 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.

- 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.
- 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.

- 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. <u>Compliance With Laws</u>: 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. <u>Indemnification</u>: 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.

- 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. <u>Governing Law & Dispute Resolutions</u>: 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 endeaver 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. <u>Amendment</u>: 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. <u>Severability of Invalid Provisions</u>: 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. <u>Force Majeure</u>: 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 caiamities, or demands or requirements of governmental agencies.
- 19. <u>Subcontracts</u>: 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. <u>Designation of Authorized Representative</u>: 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. <u>Notices</u>: 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. <u>Limit of Liability</u>: 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. <u>Client's Responsibilities</u>: 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 ifollows:

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

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



# AGENDA MEMO

City Council July 17, 2017

#### **ISSUE STATEMENT**

Approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731

#### **AND**

A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

# **RESOLUTION**

# **BACKGROUND**

The existing HVAC system is in need of upgrade and replacement due to consistent mechanical failures and repairs. The system is 25 years of age and parts have become obsolete, maintenance costs continue to rise and the system is unreliable. Staff continues to experience issues with the following:

- Variable frequency drives motors are not properly controlling the supply and return fans
- Compressors on the condenser units have been taken off line due to parts being obsolete
- Continuous freon leaks on condenser unit
- Boiler is inconsistent with switching over to pump in operation.
- The SCADA system & computer that house the HVAC controls are obsolete and communications to the system fails frequently

The scope of work calls out for the following:

- Selective demolition and construction for the removal and or replacement of all HVAC package units, boilers, air exchangers, and exhaust fans and electronics.
- Associated abatement / demolition, architectural, structural, mechanical, plumbing, and electrical work as required per the manufacturers specifications and current building codes.
- 5 Year Maintenance Contract

Sealed bids were opened on Wednesday, June 21, 2017. A summary of three (3) bids received is attached and labeled as <u>Attachment A</u>. Amber Mechanical Contractors provided the lowest responsive bid.

The funding for the HVAC would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17-18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Police Dept			
25-35-4376	HVAC	\$ 502,000	\$453,731	\$ 48,269
	Police Dept			
	HVAC-			
25-35-4376	CONTINGENCY		\$ 15,000	\$ 33,269

# **Staff Recommendation**

Municipal Services Committee recommends approval of a resolution to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731

#### **AND**

A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components.

References for Amber Mechanical Contractors have been verified with satisfactory feedback.

# **Alternate Consideration**

As directed by the City Council

# **Decision Mode**

This item will be placed on the July 17, 2017 City Council agenda for formal consideration.



Attachment A
HVAC Bid Results City of Darien Police Department

June 21, 2017 10:30 a.r	n.	MCCAULEY MECHANI	CAL CONSTRI	JCTION INC	AMBER I	MECHANICAL CONTRA	ACTORS INC	OAK BRI	OOK MECHANICAL SEF	RVICES INC
ITEM	WORK DESCRIPTION	MANUFACTURER UNIT COST			MANUFACTURER	MANUFACTURER UNIT COST			UNIT	COST
1	Remove one (1) boiler, supply and install two (2) new condensing boilers, including adjacent ductwork, piping, venting, stabilizers and fire stopping	Lochinvar Boilers B&G Pumps	Lump Sum	\$124,338.00	Lochinvar Boilers B&G	Lump Sum	\$92,400.00	MANUFACTURER Laars	Lump Sum	\$179,000.00
2	Remove two (2) air cooled chillers with two (2) new air cooled chillers, including adjacent ductwork, piping, venting, stabilizers and fire stopping	Trane ACCUs	Lump Sum	\$170,822.00	Carrier	Lump Sum	\$152,000.00	Carrier	Lump Sum	\$138,000.00
3	Refurbish two (2) existing air handler units, including adjacent ductwork, piping, venting, stabilizers and fire stopping	ABB VFDs	Lump Sum	\$43,946.00	ARR VFDs	Lump Sum	\$49,900.00	N/A	Lump Sum	\$43,000.00
3-a Option 1	Remove two (2) existing air handler units, supply and install two (2) new air handler units, including all valve actuators and insulations, adjacent ductwork, piping, venting, stabilizers and fire stopping,	Trane AHUs	Lump Sum	\$85,623.00		Lump Sum	\$94,900.00		Lump Sum	\$126,000.00
4-a Option 1	Building Automation Control Upgrade As per Page 17, Item 5 Option 1	Automated Logic	Lump Sum		Automated Logic	Lump Sum	. ,	Automated Logic	Lump Sum	\$5,200.00
4-b Option 2	Building Automation Control Upgrade As per Page 17, Item 5 Option 2	Automated Logic	Lump Sum	\$4,228.00	Automated Logic	Lump Sum	\$5,900.00	Automated Logic	Lump Sum	\$4,300.00
5	Fire dampers as required per manufacture	<del>n/a</del>	<del>Lump Sum</del>	<del>\$0.00</del>	Not Listed	<del>Lump Sum</del>	\$ <del>11,725.00</del>	Ruskin	Lump Sum	\$4,000.00
5	Fire dampers as required per manufacture	n/a	UNIT PRICE	\$280.00	Not Listed	UNIT PRICE	\$2,931.00	Ruskin	N/A	N/A
6	5 Year Maintenance Agreement	McCauley Services Division	Lump Sum	\$20,284.00	Amber Mechanical Services	Lump Sum	\$48,700.00	N/A	Lump Sum	\$48,880.00
TOTAL PROJECT COST	BID AWARD BASED ON TOTAL COST OF 1,2,3a,4b, 5 and 6. The city reserves the right to determine the options upon review.			\$454,751.00			\$453,731.00			\$500,180.00

From: Dan Gombac Regina Kokkinis

FW: HVAC Bid Opening Clarification Wednesday, June 21, 2017 3:25:03 PM Subject: Attachments: 20170621132257markedup.pdf

Include e-mail and att as backup to bid

Daniel Gombac

Director of Municipal Services

630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! http://www.darien.il.us/Departments/Administration/CityNews.html

---Original Message--

From: Christopher Shoff [mailto:cshoff@ambermech.com]

Sent: Wednesday, June 21, 2017 1:48 PM To: Dan Gombac <dgombac@darienil.gov> Cc: Regina Kokkinis <rkokkinis@darienil.gov> Subject: RE: HVAC Bid Opening Clarification

See attached with damper breakout at the bottom.

Thank you,

Chris Shoff

Piping Department Estimator

Amber Mechanical Contractors 11950 S. Central Avenue Alsip, IL 60803 Direct-in: 708-377-7624 Office: (708)597-9700 x259 Cell: (708)351-0410 Fax: (708)824-3829 cshoff@ambermech.com

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----Original Message--

From: Dan Gombac [mailto:dgombac@darienil.gov] Sent: Wednesday, June 21, 2017 12:08 PM
To: Christopher Shoff <a href="mailto:cshoff@ambermech.com">cshoff@ambermech.com</a>> Cc: Regina Kokkinis <rkokkinis@darienil.gov> Subject: HVAC Bid Opening Clarification

Please submit a unit price for the fire dampers and manufacturer. While we understand that none may be required we would like to have a unit price in the event that unit(s) are required per the manufacturer or we need to replace existing.

Daniel Gombac

Director of Municipal Services

630-353-8106

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DECOL	LUTION NO	1
KESUL	AU LIUN NU	' <b>.</b>

CITY ATTORNEY

APPROVAL OF A RESOLUTION TO ENTER INTO A CONTRACT WITH AMBER MECHANICAL CONTRACTORS FOR THE REMOVAL AND REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT THE DARIEN POLICE DEPARTMENT, 1710 PLAINFIELD ROAD, IN AMOUNT NOT TO EXCEED \$453,731 AND A CONTINGENCY IN THE AMOUNT OF \$15,000 FOR UNFORESEEN REPAIRS RELATED TO THE REMOVAL AND REPLACEMENT OF HVAC COMPONENTS.

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to enter into a contract with Amber Mechanical Contractors for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, in amount not to exceed \$453,731 and A contingency in the amount of \$15,000 for unforeseen repairs related to the removal and replacement of HVAC components, copy of which is 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 17th day of July, 2017.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of July, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



# **BIDDER SUMMARY SHEET**

# 2017 HVAC REPLACEMENT POLICE DEPARTMENT

Firm Name: Amber Mechanical Contractors, Inc
Address: 11950 S Central Ave
City, State, Zip Code: Alsip IL 60803-3402
Contact Person: William J Beukema Jr
FEIN #: 36-2814872
Phone: ( ) 708-597-9700 Fax: ( ) 708-597-5875
Mobile: () 708-351-0402
E-mail Address: wbeukemajr@ambermech.com

# SCHEDULE OF PRICING

	TEM	WORK DESCRIPTION	MANUFA	CTURER	UNIT	COST
	6	Remove one (1) boiler, supply and install			<b>-</b>	(03)
		two (2) new condensing boilers, including	1			3.
		adjacent ductwork, piping, venting,		ı	.ump	
	1	=	CHINVAR		um	92400
		Remove two (2) air cooled chillers with				
		two (2) new air cooled chillers, including				
		adjacent ductwork, piping, venting,		L	ump	
4	2		LEZIEZ	_#E	um	157000
		Refurbish two (2) existing air handler units,				
		including adjacent ductwork, piping,		L	ump	
	3	venting, stabilizers and fire stopping		and the same of th	um	49900
		Remove two (2) existing air handler units,				, july
		supply and install two (2) new air handler				
		units, including all valve actuators and				<b>0</b> 1 -
	3-a	insulations adjacent ductwork, pining		Lı	ump	9490
-	Ohnou 1	venting, stabilizers and the stopping,	ARKIES.	(33)	MITT	
	4-a	Building Automation Control Upgrade As		Lı	ımp	
_	Option 1	per Page 16, Item 5 Option 1	اسد		ım	(UDA
	4-b	Building Automation Control Upgrade As			ımp	
-	Option 2	per Page 16, Item 5 Option 2	ALC	ATTEN TO	ım	5900
	_		/	AND DESCRIPTION OF THE PROPERTY OF THE PROPERT	ımp	
<del></del>	5	Fire dampers as required per manufacture			ım -	11725
	er.			Lu	mp	
	6	5 Year Maintenance Agreement	BEL	Su	-	48700
	TOTAL	BID AWARD BASED ON TOTAL COST OF				i Tiller
	PROJECT	1,2,3a,4b, 5 and 6.The city reserves the				
	COST	right to determine the options upon review.			4	05,625
					V	

- OUL CONTROLS ARE BASED ON AUTOMATED LOGIC

OR "ALC"

- DAMPER DOTT FRICE, WE FIGURED \$2,931.25

Damper manufacturer will be Greenheck

Firm Name: Amber Mechanical C	Contractors, Inc
Signature of Authorized Representative:	
Title: Co-President	Date: 6/21/17
	r 120 calendar days from the date of submittal.
BUSINESS ORGANIZATION:	
Sole Proprietor: An individual who	ose signature is affixed to this bid.
Partnership: Attach sheet and state principals and/or partners.	full names, titles and address of all responsible
X Corporation: State of incorporation	:: <u> L</u>
this bid, it is understood that the City of Dar accept an alternate bid, and to waive any info	is authorized to do business in Illinois. In submitting ien reserves the right to reject any or all bids, to ormalities in any bid. In compliance with your as thereof, the undersigned offers and agrees, if this
Amber Mechanical Contractors, Inc	(Corporate Seal)
Business Name	
Signature	Print or type name William J Beukema Ji
Title Co-President	Date 6/21/17

# CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

# IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, William J Beukema Jr	, being first duly sworn certify
and say that ī am Co-President	
(insert "sole City of Darien," "partner," "president,"	or other proper title) of
Amber Mechanical Contractors, Inc	, the Prime Contractor
submitting this proposal, and that the Prime Contract	or is not barred from contracting with any
unit of state or local government as a result of a viola	tion of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of	bid-rigging" or "bid-rotating" of any state or
of the United States.	
Signature of Person Making Certification	
Subscribed and Sworn To Before Me This 21st Day	
of June , 20 17	
Notary Public Shully Othor	
	OFFICIAL SEAL SHIRLEY A. OLTHOF NOTARY PUBLIC - INDIANA My Comm. Expires 2-10-2023

OFFICIAL SEAL
SHIRLEY A. OLTHOF
NOTARY PUBLIC - INDIANA
My Comm. Expires 2-10-2023

#### SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added) Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, William J Beukema Jr . having submitted a bid for Amber Mechanical	
(Name of Contractor) for HVAC work (General Description Work Bid on) to the City of Darien, hereby certifies that said contractor has a written sex harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).	
By:Authorized Agent of Contractor	
Subscribed and Sworn To Before Me This 21st Day	
of June , 20 17	
Notary Public Shally Olthof	

OFFICIAL SEAL
SHIRLEY A. OLTHOF
NOTARY PUBLIC - INDIANA
My Comm. Expires 2-10-2023

# EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- **D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### EQUAL EMPLOYMENT OPPORTUNITY cont.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

#### ACKNOWLEDGED AND AGREED TO:

BY:

WITNESS

DATE: 6/21/17

# **VENDOR INFORMATION**

to be completed b						
COMPANYNAME:	Amber Mechanical C	Contracto	ors, Inc			
CONTACT PERSON:						
ADDRESS:	11950 S Central Ave					
CITY, STATE, ZIP COD	E: Alsip IL 60803-3	402				
TELEPHONE NUMBER	: Office 708-597-9700	Mobile	708-351-0402			
FACSIMILE NUMBER:	708-597-5875					
E-MAIL ADDRESS	wbeukemajr@ambermech.com		·			
AUTHORIZED SIGNAT	URE:					



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR MEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the tificate halder in Hou of such andersoment(s)

Certificate Holder in fled of Sur	cii elidoisellietit(s).						
PRODUCER		Kenneth Wienckowski	31.0				
Assurance Agency, Ltd		PHONE (AC, No. Ext): (847) 463-7180 FAX (A/C, No.: (847) 440-9123  E-MAIL ADDRESS: kwienckowski@assuranceagency.com					
1750 E Golf Road Suite 1100							
Schaumburg IL 60173		INSURER(S) AFFORDING COVERAGE	NAIC #				
		INSURER A: Westfield Insurance Company	24112				
INSURED	AMBEMEC-02	INSURER B :Accident Fund General Ins. Co.	12304				
Amber Mechanical Contractors	s, Inc.	INSURER C: Hanover Insurance Co.	22292				
11950 S. Central Ave.	•	INSURER D :Indian Harbor Ins Co					
Alsip IL 60803		INSURER E:					
		INSURER F:					

**COVERAGES** CERTIFICATE NUMBER: 2048461439 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	<u> </u>
Α	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			СММ0988192	4/1/2017	4/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	\$2,000,000 \$500,000 \$10,000 \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC	'					GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$4,000,000 \$4,000,000 \$
<b>\</b>	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS			СММ0988192	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$ \$
`	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION\$			СММ0988192	4/1/2017	4/1/2018	EACH OCCURRENCE AGGREGATE	\$10,000,000 \$10,000,000 \$
3	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCS7500205	4/1/2017	4/1/2018	X WC STATI- OTH- TORY LIMITS ER  E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE  E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	Leased & Rented Professional/Pollution			IHCA257257 PEC002831008	4/1/2017 4/1/2017	4/1/2018 4/1/2018	Limit Limit	\$100,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
0.00	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ı	Daniel St. Klaras

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June 8, 2017

# **ADDENDUM 1**

Sealed Bid for;

CITY OF DARIEN POLICE DEPARTMENT HVAC REPLACEMENT

Bid Date: June 21, 2017 Bid Time: 10:30 AM

The following questions were presented at the Walkthrough on June 7, 2017.

The following questions were presented to us at the PD HVAC walkthrough.

1. Is the Logic Control portion to be quoted separately or through the mechanical companies?

RESPONSE: The City is requesting the automation portion to be included as part of the contact and is referred to on Page 17-Items 4-a and 4b.

2. The 5% bid deposit, a check or a bid bond?

RESPONSE: Either a cashier's check or bid bond is acceptable

3. Maintenance agreement states first year, no cost, and an additional 4 years. How the pricing should be defined as for years 2-5.

RESPONSE: The contract calls out for a Lump sum price for the 5year period. Bidders shall submit, on company letterhead, an hourly rate for; normal business hours, after hour rates, and an emergency rate cost.

This sheet Addendum 1 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 1.

Signature

Dated

6/21/17

AMBER MECHANICAL CONTRITION
Company Name

June 12, 2017

100

#### **ADDENDUM 2**

Sealed Bid for;

CITY OF DARIEN POLICE DEPARTMENT HVAC REPLACEMENT

Bid Date: June 21, 2017 Bid Time: 10:30 AM

The following questions were presented via e-mail on June 8, 2017.

 Please provide a clearer photo of the equipment information tag for the air handling unit located in the attic above the men's restroom. Equipment tag should include the model and serial numbers.

# RESPONSE-Photos and serial numbers provide

2) Please see attached photos of the (2) existing air-cooled condensers. If the existing piping is to remain in place, are we to include cost in our bid to repair/replace the existing insulation on the piping that is located outdoors? The current piping insulation is either completely missing or damaged.

RESPONSE-All insulation shall be replaced, if missing, damaged and as it relates to new piping.

3) Mechanical scope item #2 as listed on page #15 of the bidding documents calls for the replacement of the (2) existing air-cooled condensers. The refrigerant in the existing system is R-22. The new air-cooled condensers will not be available as R-22 refrigerant. Are we to include the cost to demo existing and provide all new refrigeration piping and AHU coils to coordinate with the refrigerant change?

RESPONSE-Cost is to include all demo and provide all new refrigeration piping and AHU coils to coordinate with the compliant refrigerant.

4) Will background checks, fingerprinting, etc. be required for construction staff working on site at the Police Department?

RESPONSE-Background checks and fingerprinting will not be required. All personnel shall be required to wear company identification badges

# This sheet Addendum 2 must be signed, dated and returned with the bid package.

6/21/17 Dated

I hereby am in receipt of the Addendum 2.

Signature

PEAHANIAAL COATREAM

Company Name

CITY OF DARIEN CONTRACT

This Contract is made this day of	20 by and bet	ween the
City of Darien (hereinafter referred to as the "CITY") and $\_$		
(hereinafter referred to as the "CONTRACTOR").		

#### WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the

CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

#### SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the

following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

**This Contract** 

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

#### Unit Pricing for the 2017 HVAC REPLACEMENT - POLICE DEPARTMENT

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described unit prices.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

#### **SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall

indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age,

marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal

opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

#### **SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or email with an acknowledgment of receipt, to the following:

City of Darien 1702 Plainfield Road Darien, IL 60561

Attn: Director of Municipal Services

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY	FOR: THE CONTRACTOR			
Ву:	Ву:			
Print Name:	Print Name:			
Title: Mayor	Title:			
Date:	Date:			



# AGENDA MEMO City Council July 17, 2017

#### **ISSUE STATEMENT**

Liquor License: Consideration of an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.

#### **ORDINANCE**

#### **OVERVIEW/DISCUSSION**

Zazzo's submitted the attached written request to Mayor Weaver, who is also the Liquor Commissioner, to allow their bar to open at 8:00am. Currently, Zazzo's has a Class H License which allows them to begin serving alcohol at 11:00am except on Sundays, which they can begin serving at noon.

- A) A Class H License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the city between 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 alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- (C) The number of Class H Licenses shall be three (3). (Ord. 0-24-16, 7-18-2016)
- (D) The annual fee for a Class H License shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

If the Council were to approve this request staff has prepared a new license classification, Class P.

#### **Draft P--3-3-7-8: CLASS P LICENSE:**

- (A) A Class P License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- (C) The number of Class P Licenses shall be one (1).

Agenda Memo Class O Liquor License...Page 2

(D) The annual fee for a Class P License shall be two thousand five hundred dollars (\$2,500.00).

# **STAFF FINDINGS/RECOMMENDATIONS**

The Liquor Commissioner, Mayor Kathleen Weaver, supports an ordinance amending the Liquor Control Regulations, Section 3-3 of the City Code, to create a new liquor license, a Class P License and to amend the Class H License and to reduce the number of licenses from three to two.

# **ALTERNATE CONSIDERATION**

As directed by the City Council

# **DECISION MODE**

This item will be on the July 17, 2017, City Council agenda for formal consideration



# CITY OF DARIEN DU PAGE COUNTY, ILLINOIS

ORDINANCE NO	О.
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AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7, "CLASSIFICATION OF LICENSES AND FEES", OF THE DARIEN CITY CODE

#### **ADOPTED BY THE**

MAYOR AND CITY COUNCIL

**OF THE** 

**CITY OF DARIEN** 

THIS 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this \_\_\_\_\_\_day of July, 2017.

ORDINANCE NO.	
---------------	--

# AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7, "CLASSIFICATION OF LICENSES AND FEES", OF THE DARIEN CITY CODE

**SECTION 1:** Section 3-3-7-8 of the Darien City Code, "Class H License" is hereby amended to read as follows:

#### 3-3-7-8: CLASS H LICENSE:

(D) The number of Class H Licenses shall be three (3) two (2)

**SECTION 2:** Section 3-3-7, "Classification of Licenses and Fees", of the Darien City Code, as amended, is hereby further amended by adding new Subsection 3-3-7-16, "Class P License", to read as follows:

- A. A Class P License shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- B. It shall be unlawful for any person to sell or offer for sale at retail in the city between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)
- C. The number of Class P Licenses shall be one (1).
- D. The annual fee for a Class P License shall be two thousand five hundred dollars (\$2,500.00)

**SECTION 3:** The existing Subsection 3-3-7-16, "Payment of Fees, Expiration Date", is hereby renumbered as Subsection 3-3-7-17.

**SECTION 4:** Section 3-3-23 of the Darien City Code, "Copy of Ordinance to Be Provided Licensees", as amended, is hereby further amended to read as follows:

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

ORDINANCE NO	
<b>SECTION 5:</b> This Ordinance shall be	in full force and effect from and after its passage
and approval, and shall subsequently be publish	ned in pamphlet form as provided by law.
PASSED BY THE CITY COUNCI	L OF THE CITY OF DARIEN, DU PAGE
<b>COUNTY, ILLINOIS,</b> this 17 <sup>th</sup> day of July, 2 <sup>th</sup>	017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF T	THE CITY OF DARIEN, DU PAGE COUNTY,
<b>ILLINOIS,</b> this 17 <sup>th</sup> day of July, 2017.	
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



# AGENDA MEMO City Council July 17, 2017

# **ISSUE STATEMENT**

Staff requests approval for the expenditure of budgeted funds line item 01-40-4325 Consulting/Professional Services for the one year law enforcement policy manual update subscription from Lexipol, LLC in the amount of \$7,402.00.

# **BACKUP**

# **BACKGROUND/HISTORY**

This is the 8<sup>th</sup> year the Darien Police Department has subscribed with Lexipol to create a web based comprehensive police department policy manual. Lexipol is highly recommended by our insurance carrier IRMA for their training and risk management policies.

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The Daily Training Bulletins (DTB) subscription service includes 365 Unique Scenario and Testing Data Base to help insure officer knowledge of policy and procedures.

# STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the City approve the annual payment to Lexipol in the amount of \$7,405.00.

# **ALTERNATE CONSIDERATION**

As directed by City Council

# **DECISION MODE**

This item will be placed on the July 17, 2017, City Council Agenda for formal Council approval.





Lexipol, LLC 16755 Von Karman Ave, Suite 250 Irvine, CA 92606

# **Invoice**

Date	Invoice #
6/14/17	20816

# Bill To

Darien Police Department Attn: Accounts Payable 1710 Plainfield Road Darien, IL 60561

Terms	Due Date
Net 30	7/14/17

#### Description

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing.

The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base. 07/01/2017 - 06/30/2018

Thank you!			Total	\$7,402.00
Phone #	949-484-4444	ATTENTION: LEXIPOL HAS MOVED payment to: 16755 Von Karman Ave		
Fax#	949-484-4443	Thank you.		

• Form 1099-S (proceeds from real estate transactions)

Form 1099-K (merchant card and third party network transactions)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

interna	Revenue Service						(				
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	Lexipol, LLC										
ge 2.	2 Business name/disregarded entity name, if different from above										
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:    Individual/sole proprietor or					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)					
Print or type Instructions	Limited liability company. Enter the tax classification (C=C corporation, S Note. For a single-member LLC that is disregarded, do not check LLC; of the tax classification of the single-member owner.	•		ove fo	r	mption le (if an	from F.	ATC	A repo	orting	,
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2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and											
	n a U.S. citizen or other U.S. person (defined below); and										
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt	pt from FATCA reporting	is correc	t.							
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Fu <b>ture</b> es legis	developments. Information about developments affecting Form W-9 (such lation enacted after we release it) is at www.irs.gov/fw9.	<ul> <li>Form 1099-A (acquisition)</li> </ul>					-				
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		By signing the filled-out form, you:  1. Certify that the TIN you are giving is correct (or you are waiting for a number							er		
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	include, but are not limited to, the following:	2. Certify that you are i	•		•		-				
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	1099-DIV (dividends, including those from stocks or mutual funds)	any partnership income from a U.S. trade or business is not subject to the									
	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) withholding tax on foreign partners' share of effectively connected income, and form 1099-B (stock or mutual fund sales and certain other transactions by 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are										
Form 1099-B (stock or mutual fund sales and certain other transactions by prokers)  Form 1099-S (proceeds from real estate transactions)		exempt from the FATCA page 2 for further information	reporting, i	s corre	ect. See	What is	FATC	A ne,	porting	g? or	1



# AGENDA MEMO City Council July 17, 2017

# **ISSUE STATEMENT**

A resolution appointing Julie Saenz, City Accountant, as the authorized agent for the Illinois Municipal Retirement Fund.

# **RESOLUTION**

# **BACKGROUND/HISTORY**

The City of Darien is required to participate in the Illinois Municipal Retirement Fund, which provides for public employees upon retirement. An agent representing the City of Darien is necessary to run the program and vote on the City's behalf. Paul Nosek had previously filled this role, however he recently left employment with the City of Darien.

# **STAFF RECOMMENDATION**

Staff recommend approval of this resolution.

# **ALTERNATE CONSIDERATION**

Not approving the resolution would be an alternate consideration.

# **DECISION MODE**

This item will be on the July 17, 2017 City Council agenda for formal approval.



# A RESOLUTION APPOINTING AN AUTHORIZED DELEGATE TO THE ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE CITY OF DARIEN

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS that Julie Saenz is the authorized agent to the Illinois Municipal Retirement Fund for the City of Darien.

Illinois Municipal Retirement Fund for the Cit	ty of Darien.
PASSED BY THE CITY COUNC	IL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS this 17th day of July,	2017.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF	THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of July, 2017.	
	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



## AGENDA MEMO CITY COUNCIL July 17, 2017

Case

PZC 2017-02 7620 Wilton Court (Schimel)

#### **Issue Statement**

Petitioners seek approval of a variation to allow boat storage on their existing driveway in their front yard.

#### **ORDINANCE**

**General Information** 

Petitioners/Property Owners: Ted and Diane Schimel

Property Location and PIN#: 7620 Wilton Court, PIN# 09-29-411-012

Zoning / Land Use: Site: R-2 / single-family residence

North and East: R-2 / single-family residence South and West: R-2 / single-family residence

Comprehensive Plan: Low Density Residential

Size of Property: 15,647 square feet (R-2 = 10,000 min)

Natural Features: All yards slope down from house to property lines

Transportation: Front loading garage with driveway to Wilton Court

History: 9/3/09 Notice of boat storage violation

12/10/09 Ticket for boat storage violation

3/29/10 Petition for variation5/3/10 Petition denied

5/5/10 Notice of boat storage violation 12/6/16 Notice of boat storage violation 1/3/17 Ticket for boat storage violation

## **Documents Submitted by Petitioners and attached to this memo**

1. Petition dated February 28, 2017

2. Plat of Survey

3. Letter dated May 30, 2017

#### **Zoning Provisions**

Section 5A-5-11(A): RV's may be stored in rear or interior side yards only.

All RV's shall be stored on hard surface meeting setbacks for driveways.

Section 5A-11-3 (A): Driveways shall be 5 feet from side property line and not in easement.

Curb cuts for driveways permitted in front or corner side yards.

Section 5A-2-2-3: Variation Authority and Standards

ILCS Section 11-13-4: Variation Conditions

### **Development Description**

The owner's house has an attached garage and they have been parking their boat on their front driveway, which is not permitted by City Code. They have received notices of violation and tickets for this violation. Their 2010 variation petition was for a new single driveway in the rear

Page 2

yard off Manning Road that would provide access to a proposed new garage for boat storage in their rear yard. The City Council voted to deny on 5/3/10 based on the proposed driveway creating a traffic safety hazard on Manning Road.

Their 2017 petition included a plan for a new circular driveway in the rear yard that would provide access to a proposed new boat storage pad in their rear yard. The boat could be towed to and from the storage pad without any backing up on the driveway or Manning Road. If such zoning variation was approved, an engineering and grading plan for construction of the driveway would be required for City review and building permit.

At the PZC public hearing on May 3, the Petitioners asked for a continuation to possibly modify their proposal. On May 30, the Petitioners sent a letter explaining their preference to store their boat on their existing driveway in front of their garage, thus requesting a variation to City Code section 5A-5-11 (A), which otherwise prohibits storage in front yard.

#### **Staff Plan Review Comments**

There is sufficient space in the rear and side yards for boat storage, which would comply with the Recreational Vehicle standards in the City Code. However, construction of a driveway extension from the front driveway to access either of these storage side yard storage areas may be located closer than 5 feet from the side lot line and possibly within the easement and thus would require a variation to the Driveway standards in City Code. The slope of the east side yard may require some structural design to elevate such driveway possibly 1-3 feet while preserving the drainage and utility function of the easement,

City Attorney John Murphey issued a memo saying that boats stored on front driveways do not qualify as legal non-conforming, thus are not permitted or 'grandfathered in'.

The Petitioners 5/30/17 letter referenced case number PZC 2017-01. That case was a variation that was approved for boat storage in the Rolowicz front yard. It had a somewhat different fact situation and property layout than the Schimel property, being a corner lot where the house was turned so that the front of the house faced the cornerside (Comstock Lane) and the side of the house was towards the front of the lot (Walnut Drive) and the boat storage area was screened from view.

A motion to recommend approval or denial should be based on specific features of the property that makes it a 'practical difficulty or particular hardship' to comply with City Code and whether the evidence presented shows compliance with the variation standards.

The petitioners did not present evidence to show the hardship features and compliance with the variation standards, however there was related discussion at the hearing.

### **PZC Hearing**

At the public hearing on June 7, the petitioners remarked that there are boats in front yards of other houses in Darien. No numbers or locations of other boats were given. They said all their neighbors were in favor of them storing their boat in their front yard. No neighbors were present to testify and no correspondence was received for this hearing. Two neighbors testified at the May 3 hearing saying they were fine with the boat being in the front driveway. One letter was received from a neighbor opposing the variation objecting to this large boat stored on the property. One letter was in favor of the variation that would allow a driveway from Manning Road. Alderman Sylvia McIvor testified by showing photos of the subject site and discussing how other options for storing a boat on this property are problematic. Minutes of the June 7, 2017 hearing are being prepared. The petitioners said they have owned the boat for 14 years.

The PZC voted 6-0 to recommend approval as presented, based on a finding that the proposed variation meets all standards for variations, that the variation would not adversely alter the essential character of the neighborhood, and the variation should be limited by 3 conditions;

- 1. The variation should be for one boat only.
- 2. The variation should expire when the Schimels no longer store their boat on this property.
- 3. The variation should expire when the Schimels sell this property.

## **Documents attached to this memo by staff**

- Photos
- Memo from Attorney John Murphey regarding grandfathering
- Correspondence from neighbors
- Photo exhibit from Sylvia McIvor
- PZC minutes of 5/3/17 and 6/7/17 public hearings
- Draft ordinance
- Zoning Code Sections for recreational vehicles and driveways
- Variation Authority, Standards, and Conditions

#### **MSC Review**

The Municipal Services Committee reviewed this case at their regular meeting on June 26. Joe Marchese, Tom Chlystek, Dan Gombac, Steve Manning, Ted and Diane Schimel were present. There was discussion on insufficient hardship conditions on this property to justify a variation and that approval may counter the purpose and intent of the code. The MSC voted 2-0 to recommend denial.

### **Decision Mode**

Planning and Zoning Commission: June 7, 2017 Municipal Services Committee: June 26, 2017 City Council: July 17, 2017

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## **\RIEN, ILLINOIS, Community Development Department**

Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:

PETITIONER INFORMATION	þ	EII	TION	IER	INFO	RM	ATIO	N
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Staff Use Only

Case No.: P2C 2017-62

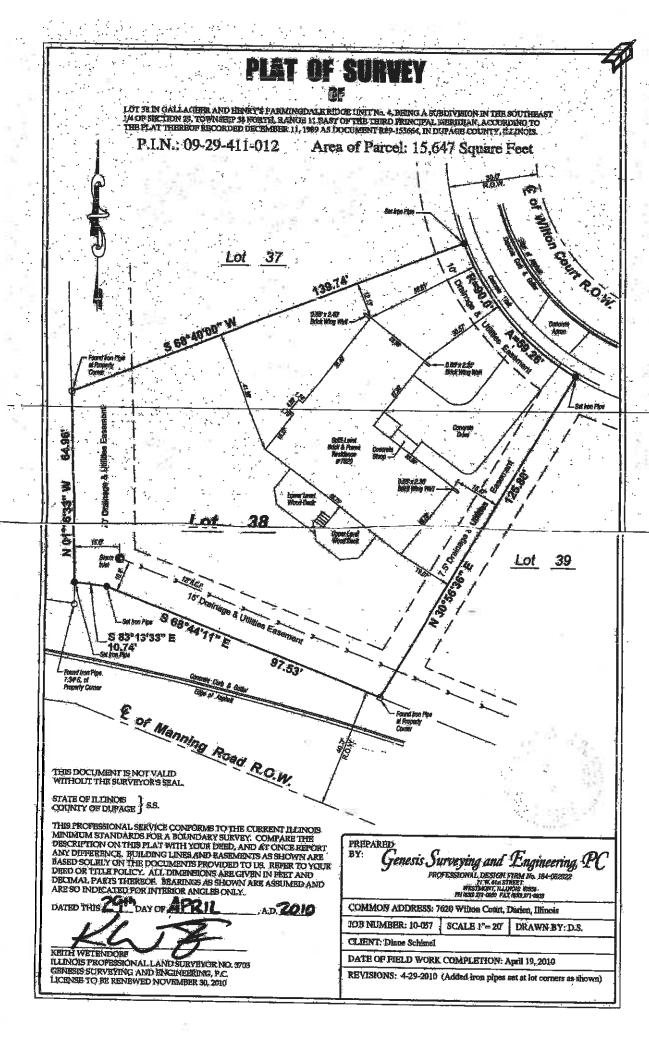
Date Received: 2/28/11

Fee Paid: \$366

Check No.: 590)

Hearing Date: 4/5/17

	Treating Date.
Ted and Diane Schime	Diane Schimel
Petitioner's Name	Owner's Name
Ted and Diane Schimel Contact Name	7620 Wilton Ct., Darien, IL 605 Address, City, State, Zip Code
(Same) Address, City, State, Zip Code	630-241-4997
Address, City, State, Zip Code	Phone #
630-241-4997 Phone #	yoursmile 2 @ comcastinet
Fax #	
(same)	
Email	
PROPERTY INFORMATION	
7620 Wilton Ct., Darien 60561 Property address	15,647 square feet
•	Acreage
09-29-411-012 PIN(s)	Residential
Provide legal description on a separate sheet and attach, suc	h as the plat of survey.
REQUEST	
Brief description of the request(s):	Xariation □ Simple Variation     □ Simple Variation
Provide Storage for Boat/Tr	□ Special Use □ Rezoning
Driveway with Turfstone	Allet
Pad with Asphalt	
see plat of Survey	Add New Landscaping
,	
record or the attorney for the owners of record of the afgresaid described pr	nereby certify that I am the owner of record (or one of the owners of roperty) and I hereby make application as such.
Signature Subscribed and sworn to before this	17
Subscribed and sworn to before this day of	
Notary Public My Hathalian	OFFICIAL SEAL



1702 Plainfield Road Darien, IL 60561

Re: Variance 2017-02/Continuance Public Hearing June 7, 2017

Dear City Officials and Commissioners,

Please see our ideas and plans for our variation 2017-02.

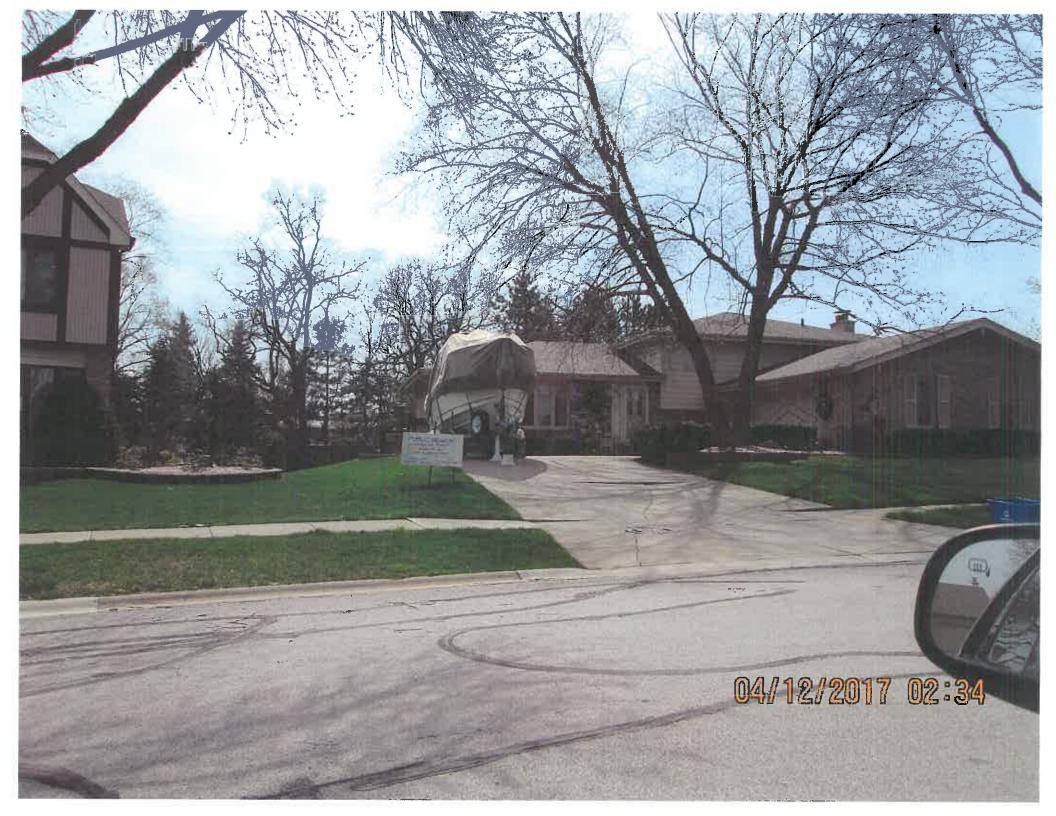
We are asking for all imput to make this a successful result.

- In 2004 we spoke to Ashley in Darien Public Works about keeping our boat on the driveway. Ashley said "no problem" you may store the boat on the driveway.
- Suggest "Grandfathering this propterty" for front yard storage.
- We have had many great seasons of fishing trips and sharing fish with neighbors and friends for many years since 2004.
- Hardships became a tuff time for us with the disability of Ted in 2007.
- Neighbors have supported and agreed to keep the boat on the driveway versus rear access off of Manning Road.
- Property is located in a quiet cul da sac with very little traffic.
- Variance 2017-01 has been approved for front yard storage of 2 boats on May 1, 2017.

We hope and pray for a positive outcome for our trying to work with the City of Darien to remain in compliance with all other boaters and RV's in our city, a "Nice Place to Live."

Ted & Diane Schimel 7620 Wilton Court Darien II 60561







## Rosenthal, Murphey, Coblentz & Donahue

30 North LaSalle St. Suite 1624 ~Chicago, Illinois 60602
Phone (312) 541-1070 ~ Fax (312) 541-9191
JBM Direct Dial (312) 541-1072
JBM e-mail: jmurphey@rmcj.com

### Memorandum

### VIA E-MAIL

To:

Bryon Vana Dan Gombac Steve Manning

 $\mathbf{Fr}$ :

John B. Murphey

Date:

June 5, 2017

Re:

Schimel Boat Storage Issue

Mr. and Mrs. Schimel are seeking to obtain relief in order to allow them to park a boat on their property. A question has arisen as to whether boat storage in violation of the Zoning Ordinance could be construed to be "grandfathered."

In the context of zoning, the term "grandfather" or "grandfathering" refers to what the Zoning Ordinance calls legal "non-conforming building structures and uses," found in Section 5A-4-2 of the Zoning Ordinance. A non-conforming building, structure, or use is one which existed lawfully at the time of the effective date of City zoning regulations, and may continue in existence.

An example of a non-conforming use would be a multi-family structure that was lawfully built but now is in a zone which allows single family only. Non-conforming buildings and structures are those which were legal when built, but which do not conform to current Code requirements relating to bulk, setback and the like. The terms "buildings" and "structures" are used synonymously. They refer to permanent improvements made to the land such as houses, garages, gazebos, sheds and the like.

A boat or a recreational vehicle does <u>not</u> qualify as a land use, or as a building or structure. Therefore, the concept of legal non-conforming or grandfathering has <u>no</u> applicability in the situation of a boat on a trailer which is parked on property in violation of Code requirements.



## Case: PZC 2017-02 SUMMARY OF PRE-HEARING PUBLIC COMMENTS

as of April 27, 2017

13-Apr	NcNaughton Development Inc.	Cottage Lane	requested screening
17-Apr	Pawan Gupta	7616 Wilton Court	adverse effects: aesthetics, disharmony, tree removal, safety, public utilities, property value, cost, setting precedent. also in favor of allowing boat to stay in driveway
17-Apr	Ted & Diane Schime!	7620 Wilton Court	purchased boat in 2004
18-Apr	Al DeRuiter	2021 Manning Road	driveway with Turfstone will look green and have drainage, no effect on property values, access to Manning Road should be safe, trees to be removed are like weeds
18-Apr	Michelle James	2017 Judd Street	opposed, no boat storage on property
27-Apr	Skaria Thomas	7627 Wilton Court	opposed
27-Apr	Mike Walsh	7631 Wilton Court	opposed
27-Apr	Bianca and Rubin Rodriguez	7628 Wilton Court	opposed
27-Apr	John and Helen Kalata	7624 Wilton Court	opposed
27-Apr	Doug and Katie Hodak	7612 Wilton Court	opposed
27-Apr	Don and Diane Brzozowski	2013 Judd Street	opposed
27-Apr	Pawan Gupta	7616 Wilton Court	opposed



April 13, 2017

Mr. Daniel Gombac City of Darien 1702 Plainfield Road Darien, Illinois 60561

RE: 7620 Wilton Court

Dear Mr. Gombac,

We are in receipt of the public hearing notification for the variation hearing for the above referenced location. Though we have no opinion on the matter itself, we would ask the City Council to consider some screening of the proposed improvement if the variation is granted. We have attached photos of the view of the yard from our prospective. There was a great deal of scrutiny placed on our buffer requirements and we would hope that it would be repeated in this matter. Thank you.

JOHN Dai

JB/kn

From:

Pawan Gupta <pgupta7616@gmail.com>

Sent:

Monday, April 17, 2017 10:00 AM

To:

Kathy Weaver; Ted schauer; Tina M. Beilke; Joseph Kenny; Thomas Chlystek; Joe Marchese; Sylvia Mcivor; Tom Belczak; Steven Manning; Dan Gombac; JoAnne E.

Ragona: Michael J. Coren

Cc:

Hodak; Katie Hodak; Kumud Gupta; Jeff May (78may@comcast.net); jdmay29

@gmail.com

Subject:

Public Hearing (Case #2017-02) on April 19th, 2017 for consideration of a second

driveway (Circular) at 7620 Wilton Court, Darien

Attachments:

Driveway Letter, Rev 3.docx; 7620 Wilton Court-Darien - Plat Survey.pdf; Public Notice-

Hearing-April 19-2017.pdf

Dear Mayor, Alderman, Alderwoman, City Planner, Director of Municipal Services:

This email is about "Public Hearing (Case #2017-02) on April 19<sup>th</sup>, 2017 for consideration of a second driveway (Circular) at 7620 Wilton Court, Darien"

As neighbors, we are concerned with the proposal to allow this variance for storage of boat and extended circular driveway in the backyard. The attached documents highlight a collective feedback of residents across Wilton Road, Judd, Brunswick, Cottage (Rolling Knolls development) & Manning. Also, included "Plat Survey" & "public notification" for hearing on April 19<sup>th</sup>, 2017.

We understand that our neighbors have a need to store their boat, currently parked on their front driveway for last 25 years. The majority of the neighbors we have spoken to are supportive of the idea to allow a variance in the ordinance that would allow storage of their boat on front driveway. This would be subject to a periodic review – time line to be determined by sitting council members.

Please review the contents and we trust that you will agree with the logic presented in this letter and decide to prohibit the proposed construction.

Thanking you,

Yours Sincerely.

Your City residents from Brunswick, Cottage, Judd, Manning & Wilton

April 14, 2017

City of Darien Attn: Representatives and Elected Officials 1702 Plainfield Rd Darien, IL 60561

**Subject**: Public Hearing (Case #2017-02) for consideration of a second driveway (Circular) at 7620 Wilton Court, Darien.

All neighborhood residents recently received a letter from the Darien City Council concerning "Public Notification Case #2017-02". A hearing will be conducted on April 19 at 7:00 PM to consider a variance allowing the subject property owners to construct a circular driveway in the backyard for the purpose of boat storage. The public notification and plat survey are attached for your reference.

This is the second time the owners are seeking approval for their backyard driveway. The initial attempt was rejected by the City Council in 2010. The previous attempt included a direct (straight) driveway which presented pronounced safety concerns. To reduce the concerns, the owners now seek to construct a circular driveway.

A neighborhood representative surveyed residents living on Wilton, Judd, Manning, Brunswick, and Cottage. From solicited feedback, it is a concern this proposed construction will have adverse effects on the neighborhood. The primary concerns are related to:

- Aesthetics to install the driveway, the yard will be demolished and replaced in large part by a concrete driveway.
- Disharmony the adjacent backyards are designed to have open plan. The insertion of a
  driveway (and boat) of this size will dramatically change the landscape. Existing or future owners
  of this property can use this for storage of their cars, campers, RVs, or other large items. Once
  this exception is made, it is irrevocable.
- Tree Removal several large trees along Manning Road will be removed (by necessity) to allow for the new construction. These trees provide a needed barrier to Manning Road traffic and offer a more secluded feel to the neighborhood. Traffic noise is certain to encroach on the adjacent areas.
- Safety maneuvering the boat in/out of the driveway presents safety concerns. Manning Road is narrow and on a blind hill. Even though this is private property, it is plausible public traffic may on occasion use this feature as turnaround.
- Public Utilities an existing storm drain interferes with the proposed construction and may require a culvert system adding to the required scope of work.
- Property Value the property is expected to appeal less future buyers, and more importantly, negatively affect surround lots.
- Cost to Residents effected neighbors will be unjustly subjected to (easily) hundreds, perhaps thousands of dollars for new screening with trees/bushes for the privacy, noise reduction, and unsightly view of the yard's new contents.

We understand storing the boat on the owner's property affords immediate access and avoids storage costs, however the magnitude of costs to construct the driveway far outdistances the cost of storage. Furthermore, the owners currently store the boat in the front driveway which, although against city ordinance, has been allowed by the city as long as residents take no issue with it. There is a feasible alternative to the proposed construction — allow a temporary variance for a designated period subject to renewal on a regular (perhaps annual) basis. Although not as ideal as removing the boat entirely, it is the lesser of two evils.

As neighbors, we are assessing our options for voicing our collective opinion. We seek to advise the city that this variance should not be approved. We rely on our city representatives to impose regulations – regulations enacted for the benefit of all. By allowing variances, especially one of this size and complexity, precedent may be set and give way to countless others. As you know, this neighborhood is attractive not only for its location and quality of homes, but the level of seclusion it offers. The recent Rolling Knolls housing development compromised the SW area. This proposed construction is another step in the wrong direction.

#### Points to consider:

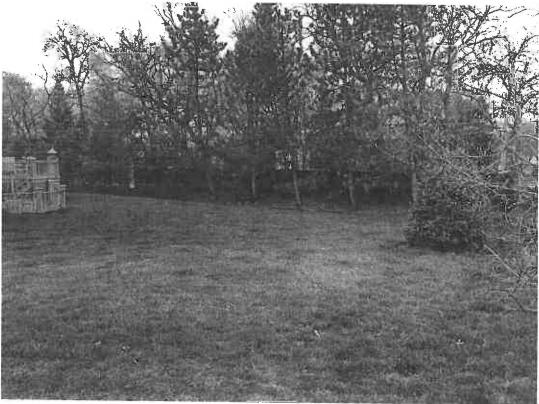
- 1. For last 25 years, the boat has been parked in front driveway. None of the neighbors are demanding it be removed despite an ordinance requiring the boat be removed after 72 hours. A feasible alternative is to "allow a temporary variance to the owners to park their boat in front drive way for a designated period subject to renewal on a regular basis (perhaps annual) basis. The current situation is not ideal but is the lesser of two evils as compared to a major (permanent) revamp of the property, landscape, and adjoining roadway.
- Cost of storing the boat versus expenses involved with reconstruction of such magnitude does not make any logical meaning. Expenses involved with reconstruction can pay for boat storage for next 20-25 years.
- 3. The construction of circular driveway in the backyard will change the aesthetics of the neighborhood. The boat and owners may move in the future, but once reconstruction is allowed, the property is changed forever.
- 4. Approving this variance will plausibly set precedent in the neighborhood allowing an undetermined litany of residential variances to follow. Ours is a relatively expensive neighborhood. We do not observe other similar neighborhoods allowing this level of variance for RV storage purposes.
- 5. There is not a Home Owner Association at play to set regulations for the properties rules designed to preclude issues as this one. We rely on our alderman and mayor to enforce these regulations to help us maintain our neighborhood standards.
- 6. It is likely the construction will adversely affect adjacent property values, which in turn, affects the remaining values in the neighborhood.

We trust you will agree with the logic presented in this letter and decide to prohibit the proposed construction.

## PROPERTY PHOTOS



7620 Wilton Court Front Driveway with boat storage



7620 Wilton Court Backyard – all the trees shown would need to be removed to create circular driveway opening the backyard to traffic on Manning Road. Additionally, a storm drain requires relocation.

From:

TED & DIANE SCHIMEL <yoursmile2@comcast.net>

Sent:

Monday, April 17, 2017 8:51 PM

To:

Pawan Gupta; Dan Gombac; Steven Manning

Cc:

Sylvia Mcivor; Jeff May (78may@comcast.net); Tina M. Beilke; Kumud Gupta; JoAnne E. Ragona; Ted schauer; jdmay29@gmail.com; Joe Marchese; Hodak; Michael J. Coren;

Kathy Weaver; Thomas Chlystek; Tom Belczak; Katie Hodak; Joseph Kenny

Subject:

RE: Public Hearing (Case #2017-02) on April 19th, 2017 for consideration of a second

driveway (Circular) at 7620 Wilton Court, Darien

Good Evening all,

W purchased our Boat in 2004 and contacted the Village of any ordinances.

At that time, there were no ordinances for RV or Boats for Darien.

We built our home and was completed in 1990. The boat was not purchased till 2004?

Please understand, we are working with the Village officials to work through this process in an official matter.

Thank you

Ted & Diane Schimel

On April 17, 2017 at 10:35 AM Dan Gombac <a href="mailto:dgombac@darienil.gov">dgombac@darienil.gov</a>> wrote:

Good morning Mr. Gupta,

We are in receipt of your correspondence and will be forwarding the material to the reviewing bodies. Please note, the variance is for a second driveway and curb cut on Manning Road. The boat may be stored in a side yard or rear yard provided that the wheels and stands are on a hard surface. In other words, if there were no trees adjacent to Manning Rd and the boat could be trailered over the curb, through the grass, (no curb cut or driveway) and the boat was placed onto a hard surface, (patio blocks, pavers, cement pads, asphalt...) the boat would be in compliance.

Sincerely

Daniel Gombac Director of Municipal Services 630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

From:

Al <deruiter\_1@yahoo.com>

Sent:

Tuesday, April 18, 2017 7:26 PM

To:

Kathy Weaver; Ted schauer; Tina M. Beilke; Joseph Kenny; Thomas Chlystek; Joe

Marchese; Sylvia Mcivor; Tom Belczak; Steven Manning

Subject:

Neighbors

### Attention City Council Members,

I received a packet of information in my mailbox around 4/11/17 regarding the public hearing for 7620 Wilton Court Darien, IL. This family has lived quietly in this Darien neighborhood for 25 years and this is how their neighbors treat them? Making a way to comply with Darien's laws utilizing their own property is a good thing. It's their back yard. They pay taxes to call it their own back yard. Using Turfstone and a small slab of asphalt to park their boat on is a great plan. It will look green with grass and will provide drainage. As for the idea that this circle drive will change things forever, nothing is forever. There used to be a farm house on that property that had a driveway that came out right where the proposed drive will come out. Then Gallagher came along and changed that. When there are new owners who buy the house with the existing drive, they may utilize it, tear it out, or do nothing with it. It's theirs for the choosing, not ours. Every variance is planned and discussed. If approved, it doesn't mean there will be a domino effect. I find it hard to believe this improvement to the property would drive prices down, since it would have 0% effect on their neighbor's property value. When people talk about an open plan for back yards don't they see all the fences that are in place? As for the safety factor, the drive will be in the perfect position to have a clear view in both directions, in the middle of the curve and at the top of the hill. After pulling that boat all those years I'm sure they can make a safe turn in and out of his own driveway onto a 25 mph street. As for the trees they're weed trees not some beautiful oak. This is America let people have some freedom in their own backyard. An additional thought, they will pay for the entire project, no tax dollars should or will be used to complete it.

Regards,

Al DeRuiter 2021 Manning Rd. Darien, IL 60561

From:

Steven Manning

Sent:

Wednesday, April 26, 2017 9:43 AM

Te:

Steven Manning

Subject:

RE: Case#2017-02 7620 Wilton Ct

From: MICHELLE JAMES < jamesgang5605@comcast.net>

To: kweaver@darienil.gov

Sent: Tuesday, April 18, 2017 2:50 PM

Subject: Case#2017-02

Dear Mayor Weaver,

My husband and I have signed the attached petition voicing our opposition to the variance allowing a circular driveway at 7620 Wilton Court, Darien. Not only do we oppose the variance, we object to this large boat stored on the property, as it is on violation of the city code:

- "1. Recreational vehicles may be parked within a front or corner side yard, on a driveway, under the following conditions:
- (a) For loading, unloading, cleaning and related activities for a period not exceeding three (3) consecutive days.
- (b) For temporary occupancy by guests as permitted by this section."

Thank you, Michelle M. James 2017 Judd St. Darien, IL 60561

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

wame:			
ROBIN+	MICHELLE	JAMES	

Address:

2017 JUDD ST. DARIEN, 60561

Signature:

Date:

4-13-17

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

ARIEN	14	B0561
	ARIEN	ARIEN IL

City of Danen Received

APR 27 2017

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Mike	Halsh	
Address:	Wilton Ct.	
Signature:	. [[.]]	

City of Darien Received

APR 27 2017

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction

and you do not approve the proposed construction.
Name:
Blanca Rodriguez / Ruban Rodriguez
Address:
7628 WILTON CT DARIEN ILL 60561
Signature:
Blana Rodnyu. Pulen Rodným
03 (
Date:
4-11-17
City of Darien
Recalved.
APR 27 2017

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name:	
John + Helen Kalata	_
Address: 7624 Wilton Cf	_
Signature: Helen Lalata John Kan	luto
Date:	
4-//-/7 City of D Recel	erien ved
APR 2'	

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

Name:	
DOUG , & MATTE HODAK.	
Address:	
7612 WILTON RD	8
Signature /	
Signature:	de
- Junata S	<u> </u>
Date:	
4/10/17	City of Darien Received

APR 27 2017

Dear City of Darien Representatives and Elected Officials,

Name:

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

	DONO OIANE	BKZOZOW	SKI		
	Address:	STK	DAKIEN.	IL	<u>60</u> 561
Yu	Signature:  Date:	Antre B	upeperhi		

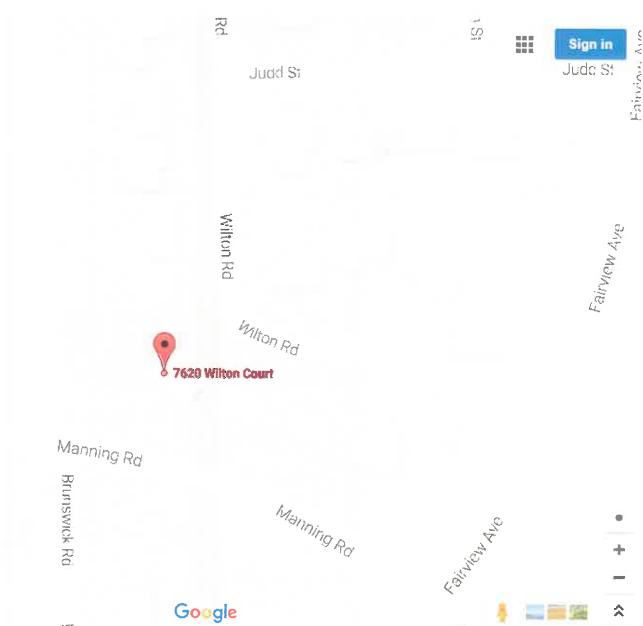
City of Darlen Received

APR 27 2017

Dear City of Darien Representatives and Elected Officials,

After review of the situation, I do NOT support the concept associated with this hearing. We ask that you do not approve the proposed construction.

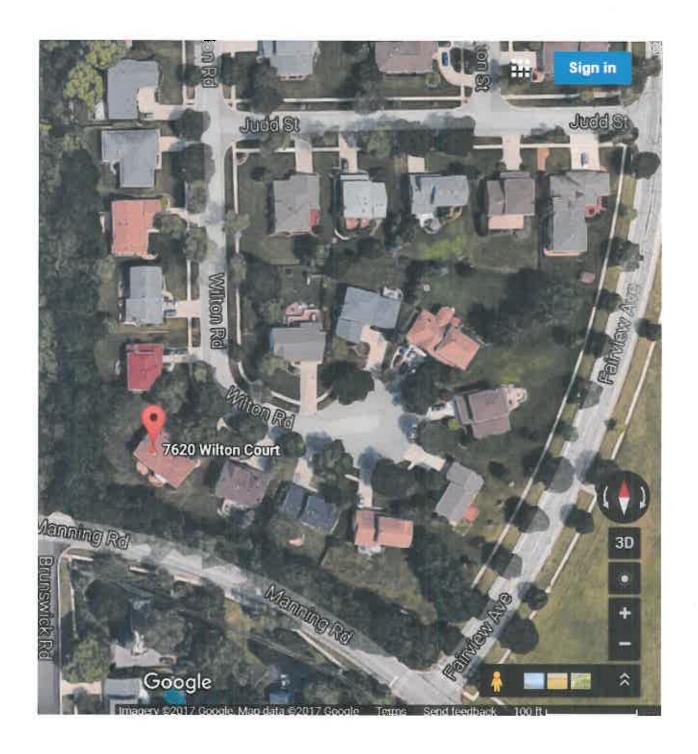
Name:	
PANDAH GUPTA	_
Address:	
7616 MILTON ROAD	_
Signature:	
Tanoon	_
Date:	
4/19/2017	City of Darien Received
	APR 27 2017

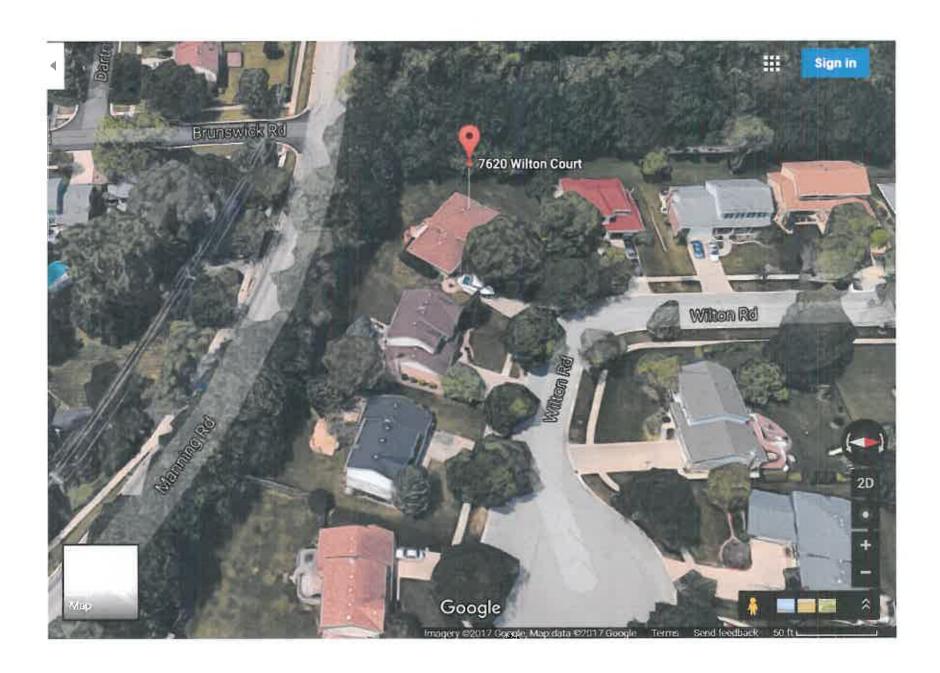


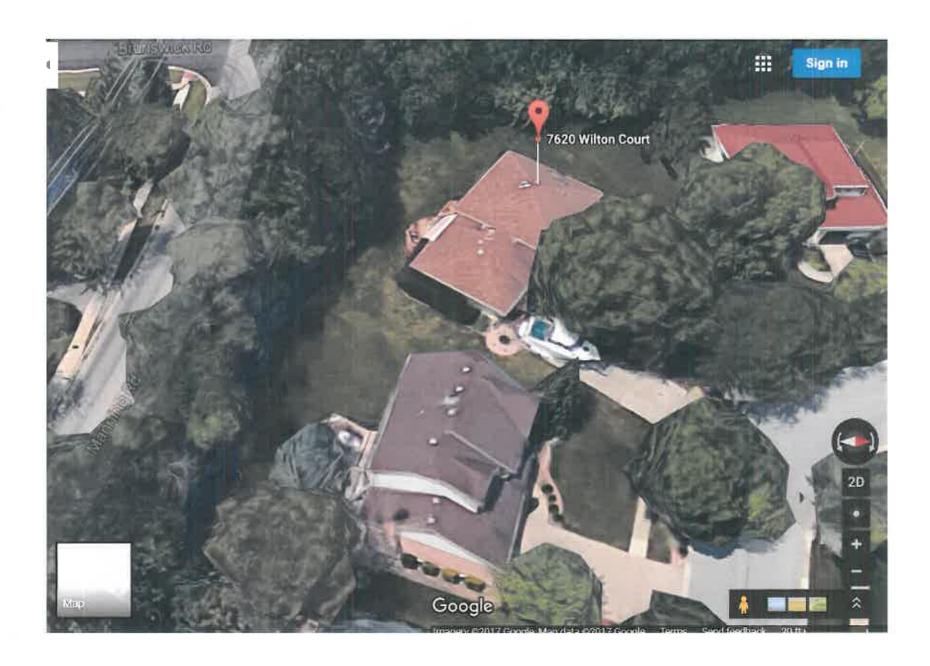
Manning Rd

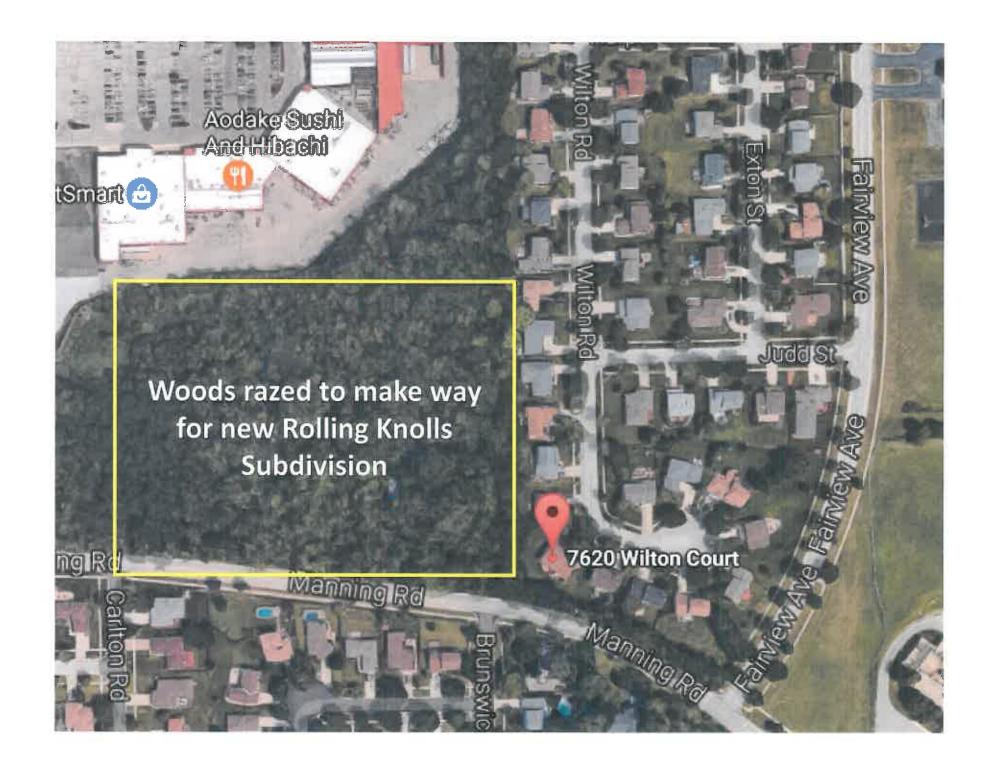


Dartmouth Ln

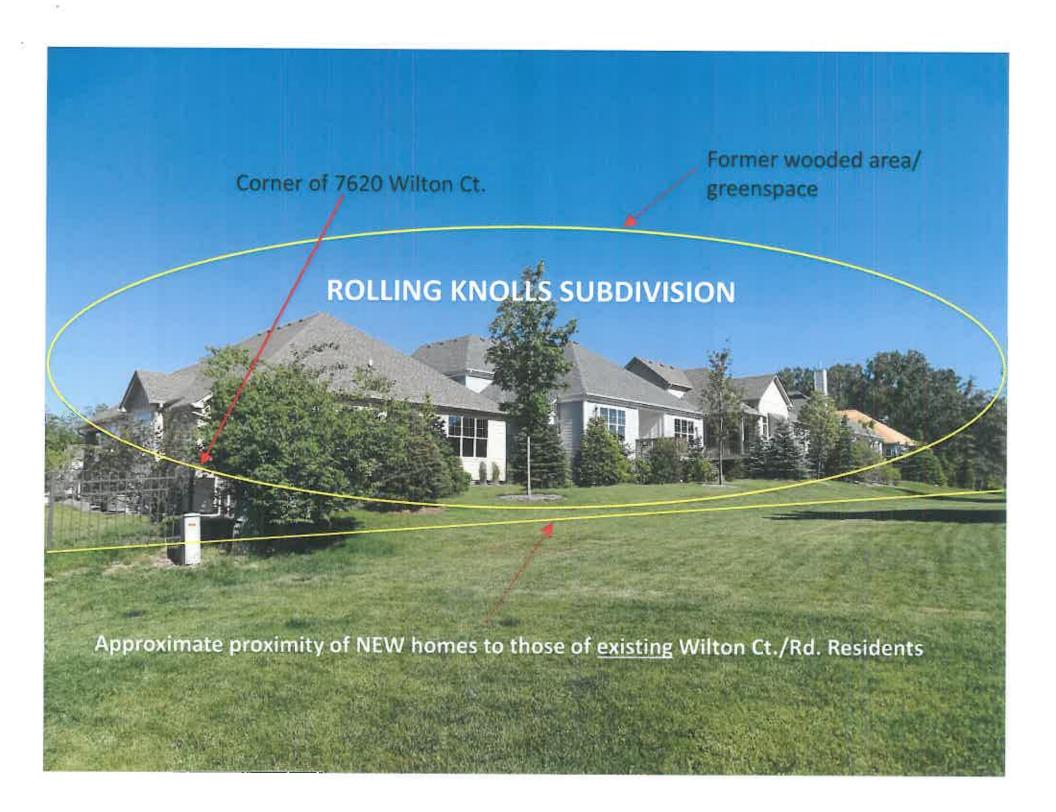






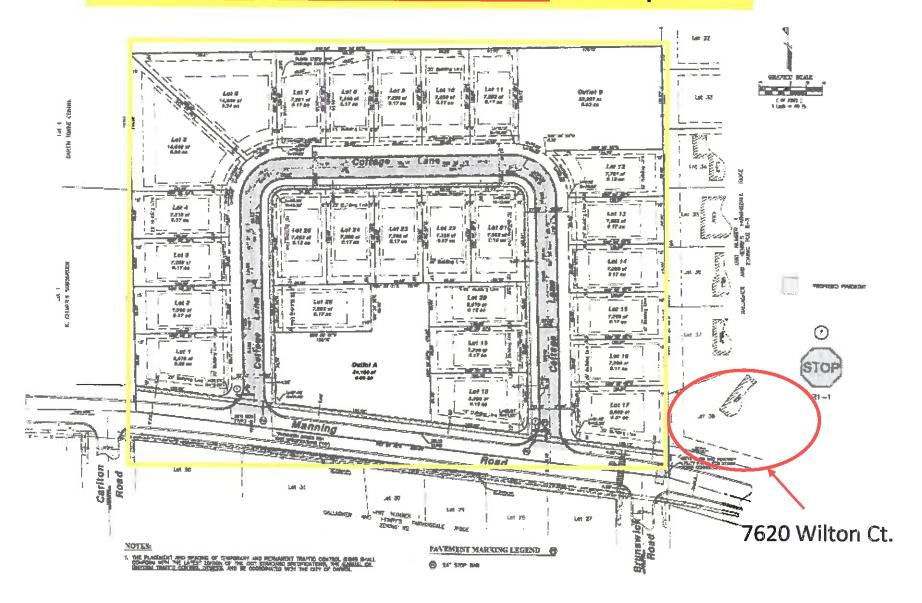






## NEW Rolling Knolls Subdivision -

## **REZONED** + Nine (9) Variances Granted to Developer

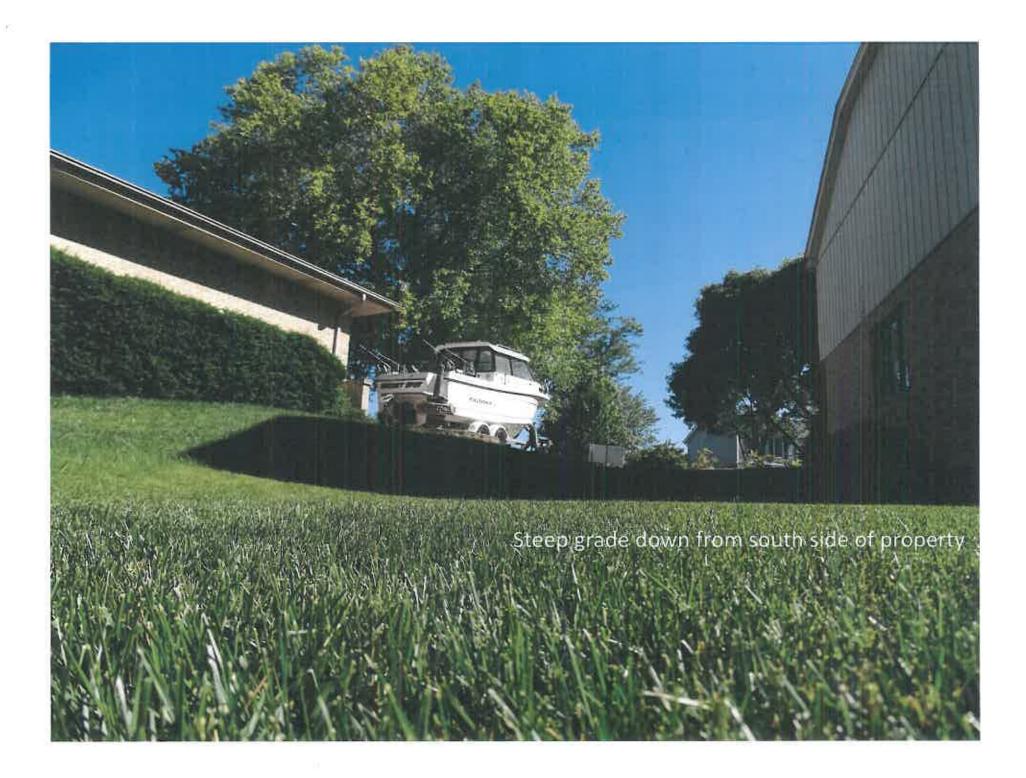


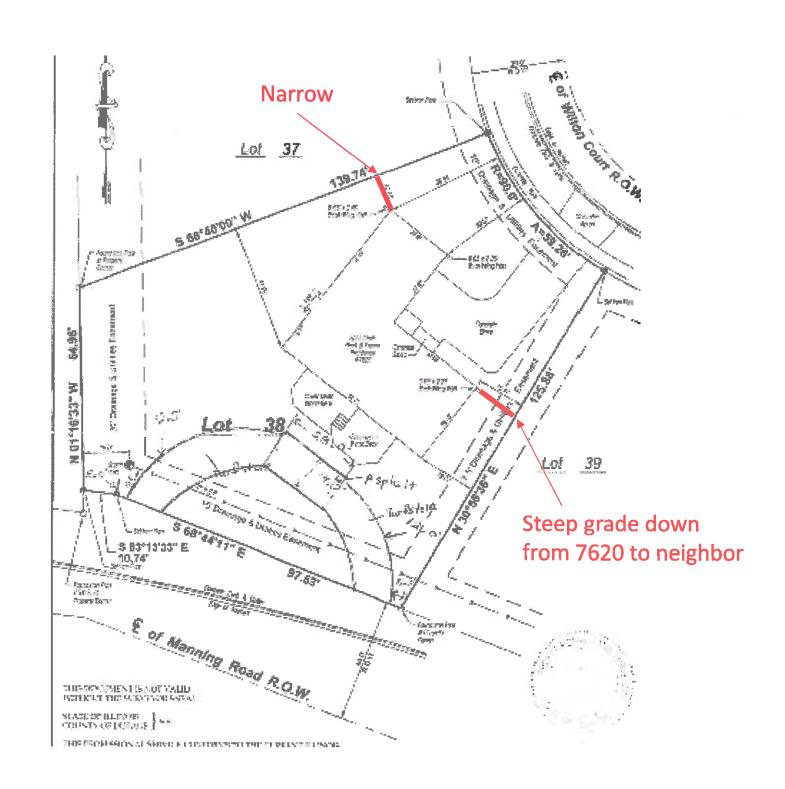














# MINUTES CITY OF DARIEN PLANNING & ZONING COMMISSION MEETING May 3, 2017

PRESENT: Robert Cortez, Robert Erickson, Bryan Gay, Andrew Kelly, John Laratta, Brian

Liedtke, Lou Mallers, Ray Mielkus, Steven Manning - City Planner, Elizabeth

Lahey - Secretary

**ABSENT:** None

Acting Chairperson Mielkus called the meeting to order at 7:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois.

Commissioner Mielkus made a motion and it was seconded by Commissioner Laratta to nominate Lou Mallers as Chairperson of the Planning & Zoning Commission.

Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 8-0.

Chairperson Mallers continued the meeting and declared a quorum present and swore in the audience members wishing to present public testimony.

A. Public Hearing Case: PZC 2017-02 7620 Wilton Court (Schimel) Petitioners Ted and Diane Schimel, owners of the house at 7620 Wilton Court, seek approval of a variation to Section 5A-11-3(A) of the Darien Zoning Code to allow a circular driveway in their rear yard for boat storage.

Mr. Steven Manning, City Planner reported that the petitioners Ted and Diane Schimel have been parking their boat in their front driveway which is not permitted by Code. He reported that they have received notices of violations and tickets. Mr. Manning reported that their first variation petition was for a single driveway in the rear yard in 2010 which was denied based on the proposed driveway creating a safety hazard on Manning Road.

Mr. Manning reported that this is their second petition for a circular driveway in the rear yard for boat storage in the rear yard. He reported that the petitioners may reconsider a single driveway since some the trees in the area have been removed. He reported that the house fronts on Wilton but backs to Manning. He further reported that there is a drainage swale in the rear lot line and utility easement.

The petitioners Ted and Diane Schimel stated that their boat has been there for 14 years and that they were told by the City Council 14 years ago that they could store it there. Ms. Schimel stated that their neighbors do not oppose and agree to keep the boat in its current place. She stated that the City recently cut down a bunch of trees behind the fence.

Ms. Schimel stated that their situation is no different than the City's recent approval for the storage of two boats on Walnut.

Mr. Manning reported that the City has a program in place to trim trees that are in the way of traffic, utility lines, parkways and deceased trees.

Commissioner Cortez questioned if there were implications regarding the utility easement.

Mr. Manning reported that there is a storm sewer in the back yard and the proposed new driveway will go over the sewer. He said the proposed driveway is possible and will not impede the required drainage.

Chairperson Mallers opened the meeting to anyone wishing to present public comment.

Alderman Sylvia McIvor stated that the variation is for a second driveway and since the tree trimming, there is suddenly an opening and potential to come back with a new plan or a single driveway.

Chairperson Mallers suggested tabling the petition to allow the petitioners to provide a new plan.

Mr. Manning reported that the variation is tied to a specific site plan and that the only plan is for a circular driveway.

Commissioner Gay stated that he was not in favor of a circular driveway and it should be up to the petitioners for direction.

Mr. Manning stated that this is a good opportunity for the PZC to provide recommendations to the petitioners. He reported that the last petition they submitted was denied because of safety issues.

Ms. Kumud Gupta stated that she lived to the north and that she is fine with the boat being on the driveway. She stated that it is the best possible solution and everyone in the area would be happy where it is.

Mr. Paul Gotceitas stated that he has been there for over 11 years and the boat has never bothered them. He stated that he would like the boat to stay where it is.

Alderman McIvor stated that she understands that the City has to enforce the Code but all the correspondence that she has received is to leave the boat where it is. She stated that the boat has been there for 14 years.

Mr. Manning referenced the Ordinance and questioned if there was a compelling reason why the boat is in the front and not in the back.

Commissioner Cortez questioned if the area on the north side of the house could be used for storage.

Mr. Schimel stated that there is steep drop off and that the area is used for drainage.

Commissioner Cortez questioned if there was a traffic survey done on Manning Road. He stated that a single driveway poses for safety issues.

Mr. Manning reported that there is no information on traffic on Manning. He reported that the Police Department keeps good data. He further reported that a traffic study can be done at the expense of the petitioner.

Alderman McIvor stated that there are multiple driveways on Manning Road. She stated that they could leave the boat on the driveway for three days move it and then bring it back for another three days. She further stated that there are similar driveways on Plainfield Road and other areas in Darien.

Ms. Schimel stated that the variation is for the driveway and not the storage of the boat. She stated that they fish on Lake Michigan and leave around 2:00 a.m. and there is no traffic.

Mr. Manning reported that there was some discussion about putting the driveway on the side of the house but there is an easement and not enough room. He stated that it may be less expensive to put it in the back yard.

Commissioner Mielkus stated that the single drive is not an option because it was denied in 2010.

Commissioner Liedtke stated that stated that the single driveway is a safety issue. He noted Variation Standard 4 "Does not endanger public safety".

Alderman McIvor stated that there can be specific language tied to the boat. She stated that the petitioners were told by Ashley, Dan Gombac's Assistant in 2004 that they could store their boat where it is located.

Commissioner Laratta stated that the boat has been stored there for a long time and that the City has done nothing about it. He stated that it would be different if this were an issue within the last one or two years.

Commissioner Cortez stated that there are numerous reasons to say that all the variations were explored but that there is a safety issue going from the back.

Commissioner Laratta stated that the petitioner has to decide how they would like to proceed.

Commissioner Kelly questioned if there is a confirmation that the City provided permission.

Mr. Manning stated that there is nothing on record and that there were tickets issued in 2010 and 2016.

Chairperson Mallers stated that the first notice was in 2009.

Alderman McIvor stated that the Ordinance was created in 2008 and the boat was purchased 4 years prior.

Commissioner Gay stated that he was not in support of the variation circular or straight driveway because there is a safety issue. He stated that he would entertain something in the front.

Commissioner Liedtke questioned what time the petitioners returned from the City.

Ms. Schimel stated 2:00 - 3:00 pm.

Commissioner Lietdke stated that he is not in favor of the petition. He stated that there is a significant impact to safety. He further stated that he would consider allowing storage in the front.

Commissioner Erickson stated that he served on the PZC in 2008 when the Ordinance was written and that the Ordinance was written because the Mayor faced a lot of phone calls.

Mr. Manning stated that there was a lot of effort which went into writing the standards and therefore reluctant to change.

Alderman McIvor stated that the City grants variations all the time. She stated that this is a very specific and unique location. She stated that every variation should be looked at case by case and that the petitioners are looking for some guidance.

Chairperson Mallers asked if the petitioners would like to go forward with the variance.

Ms. Schimel stated that the variance was never an issue and not discussed with them. She stated that they would like a continuance to June 8th. She stated that there is a scheduled hearing regarding the violation on May 11th.

Mr. Manning stated that the petitioners also have an option of withdrawing the petition.

### **CORRESPONDENCE**

None.

### **OLD BUSINESS**

Mr. Manning reported that the Carmelite property will be receiving their building permit in the next couple of weeks.

### **NEW BUSINESS**

None.

### **APPROVAL OF MINUTES**

Commissioner Kelly made a motion and it was seconded by Commissioner Mielkus to approve the April 5, 2017 Regular Meeting Minutes.

Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 8-0.

### **NEXT MEETING**

Chairperson Mallers announced that the next meeting is scheduled for Wednesday, May 17, 2017 at 7:00 p.m.

### **ADJOURNMENT**

With no further business before the Commission, Commissioner Gay made a motion and it was seconded by Commissioner Kelly. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:18 p.m.

RESPECTFULLY SUBMITTED:	APPROVED:	
Elizabeth Lahey	Lou Mallers	
Secretary	Chairman	



# MINUTES CITY OF DARIEN PLANNING & ZONING COMMISSION MEETING June 7, 2017

PRESENT: Chairperson Lou Mallers, Robert Cortez, Robert Erickson, Bryan Gay, John

Laratta, Ray Mielkus, Steven Manning - City Planner

**ABSENT:** Brian Liedtke, Andrew Kelly

**OTHER:** Alderman Sylvia McIvor

Chairperson Mallers called the meeting to order at 7:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present. He swore in the audience members wishing to present public testimony.

A. Public Hearing (continued) Case: PZC 2017-02 - 620 Wilton Court (Schimel) Petitioners Ted and Diane Schimel, owners of the house at 7620 Wilton Court, seek approval of a variation to Section 5A-5-11 (A) of the Darien Zoning Code to allow storage of their boat in their front yard.

Mr. Steven Manning, City Planner reported that the petitioners Ted and Diane Schimel have been parking their boat in their front driveway which is not permitted by Code. He reported that the petitioners decided to change the requested variation to the front yard.

Mr. Manning reported that the petitioners brought in a letter which was included in the board packet. He further reported that there was much discussion regarding "grandfathering" and that per the City Attorney grandfathering is only considered for buildings or structures and not a boat.

Chairperson Mallers opened the public hearing to anyone wishing to present public comment.

The petitioners Ted and Diane Schimel stated that Alderman McIvor advised them wait to speak until after discussion.

Alderman Sylvia McIvor stated that she was not advising one way or the other but that she was present as a resident and Alderman and that she is not an attorney.

Mr. Schimel stated that their neighbors prefer to have the boat stored on the driveway instead of disturbing the neighbors. He stated that they were under the impression that the City preferred their first petition and that they did not know that they had any options. Mrs. Schimel stated that their close neighbors petitioned all the neighbors within 220 feet and that there were 25-30 residents who preferred to see the boat stored on the driveway. She stated that the two who organized the petition were at the last hearing.

Sylvia McIvor stated that she was the Alderman in the Ward and that she has been Alderman since the first time they were cited. She asked the Committee for a show of hands of those who walked the property.

Alderman McIvor presented a packet of materials to the Committee showing Google Earth maps and several other photos showing the neighbor homes to the right and illustrating the logistics of the land. She further presented a photo showing that the other side where the boat is parked is "dicey" and that there is a significant elevation change and that a variation would also be needed to put the boat in the side yard.

Alderman McIvor stated that if the petitioners put the boat on the side yard with the significant elevation change and because the properties are tight, that the boat would be taller than the neighbor's windows. She provided two other photos showing the suggested previous variation request with driveway cut. She pointed out that the house where it sits is the highest point.

Alderman McIvor stated that the conditions need to be looked at. She stated that the Schimel's property is like a corner lot and that there are not a lot of options for storage. She questioned if staff received any correspondence for this hearing.

Mr. Manning stated that he did not receive any correspondence for this hearing.

Alderman McIvor stated that she was not an attorney and that she is not supporting or rejecting but rather trying to portray what is there. She stated that she sees a hardship and that the petitioner's purchased the boat before an ordinance was in place.

Commissioner Gay questioned when the boat was purchased.

Mrs. Schimel stated that the boat was purchased in August 2004 and that the boat only has 700 hours. She stated that the boat is in good condition and that it was not used for a while because of her husband's health.

Commissioner Gay questioned if this would be transferrable to the next property owner.

Mr. Manning reported that it will be transferrable unless there is specific conditions stated in the motion.

Commissioner Gay stated that a recreational vehicle can be just about anything and that he was concerned with this wording.

Mr. Manning reported on options for placing the boat on the side but stated that a variation would still be needed. He also stated that they may have to elevate one side of the driveway 1-3 feet above grade.

Chairperson Mallers stated that moving the driveway back would have to match what is currently there and make the driveway the same but putting it back where it is would not be visibly seen.

Mr. Manning stated that he received some correspondence from neighbors for previous nearing including one in favor and 1 against front yard storage. He stated that there was testimony that there were 25-30 neighbors in favor but there is no information to back it up.

Alderman McIvor stated that the minutes from the last meeting indicated that there were two neighbors stating that they would like the boat to stay where it is.

Alderman McIvor stated that the petitioner followed the public hearing process and that everything was done to notify the neighbors.

Mrs. Schimel questioned if Mr. Manning had a copy of an email from the neighbor to Dan Gombac.

Mr. Manning stated that he received the correspondence but did not have it with him.

Alderman McIvor also stated that she received a letter and questioned why this is even being talked about.

There was no one in the audience wishing to present public comment and Chairperson Mallers closed the public hearing.

Commissioner Mielkus made a motion recommending approval to the City Council of PZC 2017-02 7620 Wilton Court a variation to Section 5A-5-11 (A) of the Darien Zoning Code to allow storage of a boat in front yard driveway with the following conditions:

- 1. Petition of support from adjacent property owners supporting that the boat be placed in the driveway;
- 2. Boat may remain parked in the driveway until such time the property is sold or the Schimel's no longer reside at 7620 Wilton Court.

There was discussion and no one seconded the motion.

### Chairperson Mallers declared the motion dead.

Commissioner Laratta stated that a petition from the neighbors is not necessary. He stated that the public hearing process was followed and that the petitioners have been before the Committee twice.

Chairperson Mallers stated that the PZC represents the community and that there has been communication both for and against the petition.

Commissioner Erickson stated that the hardship is there.

Commissioner Cortez stated that if there were issues the room would be packed.

Alderman McIvor stated that all of the residents were contacted and that the public hearing notification was followed.

Commissioner Gay made a motion and it was seconded by Commissioner Laratta recommending approval to the City Council of PZC 2017-02 7620 Wilton Court a variation to Section 5A-5-11 (A) of the Darien Zoning Code to allow storage of a boat only on their front driveway with the following conditions:

- 1. Variation is specific to the property owners;
- 2. Variation is null and void when the Schimel's sell the property, sell the boat or no longer reside at 7620 Wilton Court.

Mr. Manning sited the five standards for variances in the City of Darien and three standards for variations in the State of Illinois. He stated that the motion needs to show how they comply with the standards.

Alderman McIvor stated that the staff review contents on page 2 second paragraph show approval for boat storage in the front yard on 5/30/17. She questioned why this was different than a driveway?

Commissioner Gay stated that the petition on 5/30/17 was a side yard and it was stored the same amount of time. He stated that there was existing screening and it was stored on an unpaved pad. He further stated that it would be much easier if the petitioner stored his boat off site but that the boat has been stored there for 13 years and is in the character of the property. He also stated that the elevation provides unique circumstances.

Commissioner Gay made a motion and it was seconded by Commissioner Laratta that based on the standards and conditions set forth by the City of Darien on Standard 5 "whether the proposed variation will adversely alter the essential character of the neighborhood" as well as conditions 1,2, and 3, that this request meets those standards and would not alter the essential character of the location and recommend approval of variation PZC 2017-02 7620 Wilton Court - Ted and Diane Schimel 5A-5-11 (A) of the Darien Zoning Code to allow storage to specifically store a boat and boat only in the front yard and that this variation be allowed only for the Schimel's residing at 7620 Wilton Ct. or when they own or store the boat on this property.

### Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 6-0.

Mr. Manning reported that this would be forwarded to the Municipal Services Committee on June 26th at 6:30 pm.

### **CORRESPONDENCE**

None.

### **OLD BUSINESS**

Mr. Manning reported that the Carmelite property will be receiving their building permit in the next couple of weeks.

### **NEW BUSINESS**

None.

### **APPROVAL OF MINUTES**

Commissioner Erickson made a motion and it was seconded by Commissioner Mielkus to approve the May 3, 2017 Regular Meeting Minutes.

Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 6-0.

### **NEXT MEETING**

Chairperson Mallers announced that the next meeting is scheduled for Wednesday, June 21, 2017 at 7:00 p.m.

### **ADJOURNMENT**

With no further business before the Commission, Commissioner Gay made a motion and it was seconded by Commissioner Cortez. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:05 p.m.

RESPECTFULLY SUBMITTED:	APPROVED:	
Elizabeth Lahey	Lou Mallers	
Secretary	Chairman	



### CITY OF DARIEN CITY CODE

### 5A-5-11: Recreational vehicle

The storage and parking of trailers, tow dollies, snow plow blades, boats, boat trailers, mobile homes, travel trailers, campers, off road vehicles, personal watercraft and other recreational vehicles as defined by the Illinois vehicle code, herein referred to as recreational vehicles, shall be as follows:

- (A) Storage And Parking Of Recreational Vehicles: One recreational vehicle, or one boat on a trailer, or one trailer with up to two (2) personal recreational vehicles, one trailer, one tow dolly or one snow plow blade, when not attached to a vehicle, may be stored outside an enclosed structure within a rear or interior side yard only, subject to the following:
- 1. Recreational vehicles may be parked within a front or corner side yard, on a driveway, under the following conditions: (a) For loading, unloading, cleaning and related activities for a period not exceeding three (3) consecutive days; (b) For temporary occupancy by guests as permitted by this section.
- 2. The recreational vehicle shall not be used or occupied for living, housekeeping or business purposes, except for use by temporary guests not to exceed a period of fourteen (14) consecutive days and for not more than two (2) occurrences in a calendar year.
- 3. The recreational vehicle shall not exceed thirty five feet (35') in length and eight feet (8') in width except that boats shall not exceed twenty five feet (25') in length and ten feet (10') in height, exclusive of antennas, masts, or other accessories.
- 4. All such recreational equipment must be kept in good repair and carry a valid current year's license and/or registration.
- 5. All recreational vehicles shall be parked or stored on an asphalt, concrete or other hard surface material which meets the setback requirement for driveways set forth in subsection <u>5A-11-3(A)4</u> of this title. (Ord. 0-20-14, 7-7-2014)

### CITY OF DARIEN CITY CODE

### **5A-11-3: DRIVEWAY REQUIREMENTS:**

- (A) Driveways And Access Points In Residence Districts:
- 1. Pavement Width: The pavement width shall not exceed twenty four feet (24') within a public street right of way, except that the driveway may include a flair at the street not to exceed a radius of three feet (3'). Within the front or corner side yard, the pavement width shall not exceed a total width of thirty five feet (35'), except for circular driveways permitted by this section. A ribbon along both sides of a driveway, not to exceed eighteen inches (18") on a side, consisting of paver brick, decorative stone or similar material, shall be permitted, so long as the setback requirements are met.
- 2. Multiple Curb Cuts For Circular Drives On Interior Lots: Two (2) curb cuts forming one circular drive shall be allowed on interior residential lots that contain a minimum of one hundred feet (100') of street frontage. The width of circular drives on private property shall not exceed thirteen feet (13') in pavement width, except for any pavement that provides direct access into an attached garage.
- 3. Multiple Curb Cuts On Corner Lots: On corner lots, two (2) curb cuts shall be allowed on lots with a minimum of one hundred feet (100') of street frontage along both the front and corner side lot lines. The curb cuts may either be unconnected with one curb on each street frontage or may be connected to form one circular drive pavement. No curb cut may be closer than fifty feet (50') from any intersecting street right of way line (40 feet on cul-de-sacs and dead end streets). A third curb cut shall be allowed on the secondary street frontage of a corner lot, only if it is set back a minimum of one hundred fifty feet (150') from the intersecting street right of way lines.
- 4. Minimum Distance From Property Line: The minimum distance of any driveway used for a single-family attached or detached dwelling shall be five feet (5') from any property line and cannot be located in a platted easement. For other uses (permitted or requiring special use approval) in the residential districts, the separation between the property line and the driveway shall be a minimum of twenty feet (20'). Residential driveways nonconforming to the setback requirements as of the date of this title may be continued until such time as the principal structure is completely reconstructed, subject to a site inspection by city staff to assess site drainage conditions prior to the issuance of a permit. Joint driveways may occur in the required yard without regard to the side lot line or rear lot line at the point of combination of the parcels. (Ord. 0-38-08, 10-6-2008)



### CITY OF DARIEN CITY CODE

### Section 5A-2-2-3: VARIATIONS

### (A): Authority

In cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations adopted by this Title, the City Council may, by ordinance, determine and vary the application of such regulations in harmony with their general purpose and intent.

### (G): Standards

The Planning and Zoning Commission shall not recommend a variation and the City Council shall not vary the provisions of this title as authorized in this section, unless findings of fact have been made on those of the following which relate to the variation being sought:

Whet poter	her the overall value of the property will be improved and there will not be an Itial adverse effects on the neighboring properties.
Whet havin	her the alleged need for the variation has been created by any person present g a proprietary interest in the premises.
adjac	her the proposed variation will impair an adequate supply of light and air in ent property, substantially increase congestion in the public streets, increase ter of fire, or endanger the public safety.

### ILLINOIS MUNICIPAL CODE 65 ILCS

## Sections 11-13-4 and 11-13-5: VARIATIONS

A variation shall be permitted only if the evidence sustains each of the following three conditions:

1.	The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.
2.	The plight of the owner is due to unique circumstances.
3.	The variation if granted will not alter the essential character of the locality.

The corporate authorities may provide general or specific rules implementing, but not inconsistent with, the rules herein provided.



### **CITY OF DARIEN**

### **DU PAGE COUNTY, ILLINOIS**

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

# AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE

(PZC 2017-012: 7620 Wilton Court)

#### **ADOPTED BY THE**

MAYOR AND CITY COUNCIL

**OF THE** 

**CITY OF DARIEN** 

THIS 17th DAY OF JULY, 2017

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this \_\_\_\_\_\_\_, 2017.

ORDINANCE NO.	
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## AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE

### (PZC 2017-012: 7620 Wilton Court)

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

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

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

**WHEREAS,** the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to allow boat storage in the front yard; and

**WHEREAS,** pursuant to proper legal notice, a Public Hearing on said petition for variation was held before the Planning and Zoning Commission on June 7, 2017; and

**WHEREAS,** the Planning and Zoning Commission at its regular meeting of June 7, 2017, recommended approval of the petition herein described and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on June 26, 2017, 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.

ORDINANCE NO.	
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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 7620 Wilton Court, Darien, Illinois, and legally described as follows:

LOT 38 IN GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT NUMBER 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1989, AS DOCUMENT R89-155664, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-411-012

SECTION 2: Variation from Zoning Ordinance Granted. A variation from the Zoning Ordinance, Section 5A-5-11: Recreational Vehicles, is hereby granted to allow storage of a boat in the front yard on the front driveway in substantial conformance with Exhibit A: Site Plan attached hereto and made part hereof.

**SECTION 3: Variation Conditions.** The variation is subject to the following condition:

- A. The use subject to the variation be limited to one boat only.
- B. The variation shall expire when the current property owners no longer own the boat.
- C. The variation shall expire when the current property owner no longer owns the property.

**SECTION 4:** 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

ORDINANCE NO.	
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 nor	n-preemptive state law, that this ordinance shall
supercede state law in that regard within its jurisc	liction.
<b>SECTION 5: Effective Date.</b> This Or	dinance shall be in full force and effect from and
after its passage and approval as provided by law	
PASSED BY THE CITY COUNCIL	L OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17 <sup>th</sup> day of July, 201	7.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY,
<b>ILLINOIS</b> , this 17 <sup>th</sup> day of July, 2017.	
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
	ulinois .
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	darien



### **CITY OF DARIEN**

# RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois

Open Meetings Act that a public comment section be provided at each meeting subject to the Open

Meetings Act.

### II. DEFINITION OF "PUBLIC BODY" or "BODY."

For purposes of these Rules, the term "Public Body" or "Body" shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

### III. RULES GOVERNING PUBLIC COMMENT.

- A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:
  - 1. For the City Council, as set forth on the attached **Agenda template**.
  - 2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.
- B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.
- C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.
  - D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

- E. Public comment time shall be limited to three (3) minutes per person.
- F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.
- G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

### IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014



### PUBLIC NOTICE CITY OF DARIEN

Notice is hereby given that the City Council of the City of Darien will hold a public hearing on July 17, 2017 at 7:00 p.m. in the Council Chambers at City Hall, 1702 Plainfield Road, Darien, IL 60561.

The purpose of the public hearing will be to hear testimony from interested persons and make a recommendation on petition from Todd and Deanna Wrenn requesting the City of Darien vacate a portion of the Oldfield Road right-of-way adjacent to and south of their property located at 2225 Shannon Court, Darien, Illinois 60561.

Said petition and plat with legal description and PIN# of property may be viewed at City Hall and on the City website: www.darien.il.us. Questions, comments, and written testimony may be directed to the City Planner at City Hall, 630-353-8113, <a href="mailto:smanning@darienil.gov">smanning@darienil.gov</a>. For questions on disability access, contact the City ADA Coordinator at (630) 852-5000.