
EXECUTIVE SESSION – 7:00 P.M. – SALE OR LEASE OF REAL ESTATE SECTION 2(C)(6) OF THE OPEN MEETINGS ACT

PUBLIC HEARING — [TAX LEVY \(SSA\)](#) — 7:00 P.M.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

December 7, 2009

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — [November 16, 2009](#)
6. Receiving of Communications
7. Mayor's Report
 - A. Mayoral Proclamation "[Drunk and Drugged Driving \(3D\) Prevention Month](#)" (December 2009)
 - B. Mayoral Proclamation "[Angelman Syndrome Awareness Day](#)" (December 7, 2009)
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — [09-10-14](#)
 - B. Monthly Report — [October 2009](#)
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business
15. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Woman's Club](#)
 - B. Consideration of a Motion to Approve [an Ordinance Amending the City Code of the City of Darien Title 7, Chapter 4 Illicit Discharge Detection and Elimination](#)
 - C. Consideration of a Motion to Approve a Resolution to Enter into [an Intergovernmental Agreement with DuPage County for the Illicit Discharge Detection and Elimination Program \(IDDE\)](#)
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute [an Agreement for Engineering](#)

[Services Between the City of Darien and Christopher B. Burke Engineering, LTD.](#) in an Amount not to Exceed \$26,772.00 (2010 Street Maintenance)

- E. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2009-11: [7908 Cass Avenue](#))
 - F. Consideration of a Motion to Approve an Ordinance Granting a Minor Amendment to an Approved Planned Unit Development (Rockwell PUD, [8251 Lemont Road, Suite 101](#), Four Corners Church)
 - G. Consideration of a Motion to Approve an [Ordinance Levying Taxes for General and Special Corporate Purposes](#) for the Fiscal Year Commencing on the First Day of May, 2009, and Ending on the Thirtieth Day of April, 2010, for the City of Darien, Illinois
 - H. Consideration of a Motion to Approve an [Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on the First Day of May, 2009, and Ending on the Thirtieth Day of April, 2010, for the City of Darien Special Service Area Number One Known as Tara Hill](#)
 - I. Consideration of a Motion to Approve [an Ordinance Amending Chapter 1-5-7 of the Darien City Code](#) to Modify the City Council Committee Structure
 - J. Consideration of a Motion to Approve Mayor's Recommended [Appointments to the Standing Council Committees](#)
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

LEGAL NOTICE

NOTICE OF PROPOSED INCREASE IN PROPERTY TAX LEVY FOR THE CITY OF DARIEN

- I. A public hearing to approve a proposed property tax levy for the City of Darien for 2009 will be held on Monday, December 7, 2009, at 7:00 P.M., in the Council Chambers of the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

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

- II. The corporate and special property taxes extended or abated for 2008 were \$1,546,584.

The proposed corporate and special purpose property taxes to be levied for 2009 are \$1,585,000. This represents a 2.48% increase from the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2008 were \$706,514.

The estimated property taxes to be levied for debt service and public building commission leases for 2009 are \$1,005,797. This represents a 42.36% increase from the previous year.

- IV. The total property taxes extended or abated for 2008 were \$2,558,277.

The estimated total property taxes to be levied for 2009 are \$2,590,797. This represents a 1.27% increase from the previous year.

JOANNE F. COLEMAN
CITY CLERK
Published Liberty Suburban Newspapers
November 27, 2009

LEGAL NOTICE

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

- I. A public hearing to approve a Special Service Area #1 proposed property tax levy for the City of Darien for 2009 will be held on December 7, 2009, at 7:00 P.M., in the Council Chambers of the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

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

- II. The Special Service Area #1 property taxes extended or abated for 2008 were \$5,054.

The proposed Special Service Area #1 property taxes to be levied for 2009 are \$5,000. This represents a 1.08% decrease from the previous year.

**JOANNE F. COLEMAN
CITY CLERK
Published Liberty Suburban Newspapers
November 27, 2009**

Nays: None

Absent: Gattuso, Marchese

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

Alderman McIvor received a telephone call from Ghanim Kassir of 2702 Woodmere Drive expressing concern about the look of the new business located in the city-owned shopping center. Alderman McIvor advised that the proposal submitted to the City Council for Jim's Fine Coins was for the operation of a fine coin shop on a month to month rental basis. Alderman McIvor submitted a photograph which was taken prior to the business owner having a business license. Alderman McIvor's concern is the manner in which the business owner is advertising and the signage.

Alderman Galan commented that Clerk Coleman specifically asked if the business was a pawn shop, and was told it was not. Alderman Galan agrees with Alderman McIvor, and feels the store front looks like a pawn shop. Alderman Galan advised that Assistant Administrator Coren spoke with the business owner who is planning on bringing in coins, and improving the look of the store. Alderman Galan feels that the business is cash for gold, and that the Council Members were aware of this.

Alderman McIvor responded that she thought the main business operation was going to be a coin store with a side business of cash for gold. Alderman McIvor expressed displeasure with the current sign, and asked if it will remain.

Administrator Vana responded that a "Jim's Fine Coins" sign, which is similar to the current sign, will be added.

Mayor Weaver also expressed displeasure with the current signage.

In response to Clerk Coleman, Administrator Vana advised that the Sign Code was reviewed by staff, and discussed with the business owner. As the lease stands now, there is nothing that prohibits the current and proposed signage. Administrator Vana added that since there is uncertainty as to how long the business and building will remain, the owner does not want to make the same investment he would if the location were permanent.

Alderman McIvor feels it would be more acceptable if the current sign was replaced with a "Jim's Finer Coins" sign, and perhaps a small "Cash for Gold" window sign.

Mayor Weaver concurred that she would like the signage to be less ostentatious.

Alderman McIvor requested Director Gombac add review of the Sign Ordinance on the next Planning & Development Committee Meeting Agenda.

Alderman Schauer commented that the sign above the store front should advertise the business name and not "Cash for Gold."

Alderman McIvor requested the owner of Jim's Finer Coins be invited to attend Monday's Planning/Development Committee meeting.

Mayor Weaver received a card from Mrs. Miller of 1126 Timber Lane expressing gratitude for the new street signs.

Alderman Galan received an e-mail from William Behrens of 706 71st Street inquiring how to apply for a tax rebate for the purchase of appliances. Following a conversation with Assistant Administrator Coren, it was learned that although the tax rebate is a Federal Government Program, individual states will administer the program. It is anticipated the state will have a program in place by the beginning of next year.

Alderman Schauer is in receipt of e-mails from Wayne Loek on behalf of his mother-in-law, Bernadine Dowding, who resides at 7625 Gail Avenue, Toni Bazon of 7701 Gail, and Rick Klepacz of 7706 Gail in regards to drainage problems on their street. Alderman Schauer requested this issue be considered when discussing next year's budget.

Director Gombac advised that Gail Avenue is on the list for 2010.

Mayor Weaver advised that she received a Public Hearing Notice from DuPage County Board of Appeals regarding Dunham Drive which is to take place on November 19, 2009 at 7 P.M.

Clerk Coleman received follow-up communication from Paul A. Schuster of Hinsdale South Athletic Club regarding his request to hold the 1st Annual Hornet Run on Sunday, April 18, 2010.

Administrator Vana advised that this item will be on the December Administrative Finance Committee Agenda. Mr. Schuster will be advised of the Administrative Finance Committee's recommendation.

7. **MAYOR'S REPORT**

There was no report.

8. **CITY CLERK'S REPORT**

Clerk Coleman...

...invited everyone to attend Coffee with Mayor Weaver on Saturday, November 21, 2009 at Citizen Financial Bank at 8301 Cass Avenue from 9:00 A.M. to 10:00 A.M.

...announced that Darien City Offices will be closed on November 26 and 27 in observance of the Thanksgiving Day Holiday.

...advised that there will be a Tax Levy Public Hearing on December 7, 2009 at 7:00 P.M.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

In response to Alderman Poteraske, Director Gombac provided a status update on DuPage County's proposed 75th Street expansion. The county is currently reviewing KLOA's report. It is anticipated the county will respond by the middle of next month. A response to Alderman Avci's environmental letter has not been received.

Alderman Poteraske would like to receive a formal response from the county.

Director Gombac advised that the city is currently in the process of street sweeping. This season's street sweeping is being conducted in two phases at the same cost. Phase One street sweeping should be completed by Wednesday or Thursday. Phase Two will begin next week in the problem area subdivisions where leaves are continually blowing into the road.

Alderman McIvor requested Ailsworth Drive be added to the list since that area flooded terribly during the last rainstorm, and there are banks of leaves piled along the curb.

Director Gombac reminded residents not to pile leaves in the curbs, gutters, and ditches.

Mayor Weaver concurred that raking leaves into the street could adversely affect neighbors. As a point of interest, Mayor Weaver added that surrounding municipalities have ceased to allow residents to rake leaves to the curb for pick up by the city. This practice was found to clog sewers and cause flooding.

Alderman Galan pointed out that the city has a free leaf pick-up program that is still in process.

In response to Administrator Vana's request, Director Gombac provided an update on the ComEd line burial on 75th Street. The city's contractor, Gaffney's Protective Maintenance, submitted for a permit this afternoon. The city will also be submitting for a permit on the restoration. The bicycle path on the west end of the project may need to be moved approximately three feet to the south for thirty feet. Work may begin as early as Thursday.

Director Gombac advised that Walnut Drive has been completed with the exception of a few minor punch list items.

In response to Mayor Weaver, Director Gombac advised that he believes ComEd is performing the trench work along the east side of Cass.

In response to Alderman McIvor, Director Gombac advised that the repairs on the sidewalk in front of the townhouses on Lemont Road, and the pole north of Beller have been completed.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 09-10-13

It was moved by Alderman Galan and seconded by Alderman Schauer to approve payment of Warrant Number 09-10-13 in the amount of \$409,200.50 from the General Fund; \$375,531.61 from the Water Fund; \$179.30 from the Motor Fuel Tax Fund; \$395.54 from the Water Depreciation Fund; \$158,001.75 from the Capital Improvement Fund; \$52,000.00 from the Debt Service Fund; \$217,367.52 from the General Fund

Payroll for the period ending 11/05/09; \$17,464.93 from the Water Fund Payroll for the period ending 11/05/09; \$24,353.13 from the D.A.D.C. Fund Payroll for the period ending 11/05/09 for a total to be approved of \$1,254,494.28.

Roll Call: Ayes: Avci, Galan, Gattuso, Poteraske, Schauer

Nays: None

Absent: Marchese, McIvor

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

12. **STANDING COMMITTEE REPORTS**

Planning/Development Committee — Alderman McIvor advised that the next Planning and Development Committee Meeting is scheduled to take place on Monday, November 23, 2009 at 6:30 P.M. in the Council Chambers.

Public Works Water/Streets Committee — Director Gombac announced that the next Public Works Water/Streets Committee Meeting is scheduled to take place tomorrow evening at 6:30 P.M. in the upstairs conference room.

Administrative/Finance Committee — Alderman Poteraske advised that the next Administrative and Finance Committee Meeting is scheduled to take place on Monday, December 14, 2009 at 6:30 P.M. in the upstairs conference room.

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

There were none.

14. **OLD BUSINESS**

-

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

15. **CONSENT AGENDA**

-

There were no Consent Agenda items.

16. **NEW BUSINESS**

There was no new business to come before the City Council

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

Alderman Galan clarified that the city's decision to bury the ComEd lines on 75th Street had nothing to do with the tree in front of the Darien Historical Society. The decision was made to protect the city's investment.

Alderman Poteraske announced that the Annual Tree Lighting will be held on December 6, 2009 at 4:00 P.M.

Arlita Peknik expressed appreciation to Dan Salvato and his crew for their efforts in handling a large broken tree branch that fell during a storm a couple of months ago. Ms. Peknik advised that she has been trying to obtain internet service from AT&T, and was told it has to be worked out with the Village.

Mayor Weaver expressed frustration with AT&T. Mayor Weaver explained that State Legislature allows AT&T to pick and choose where they place their equipment. The city has no control over the locations where the equipment is installed.

Ms. Peknik complained about bright parkway flood lights at a residence on 72nd and Leonard, and inquired if there is an ordinance regulating the brightness.

Director Gombac will review the situation.

Ms. Peknik commended the City Council on the wonderful job they do for the community. Ms. Peknik also thanked Director Gombac for all he does.

18. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:15 P.M.

Mayor

City Clerk

Mayoral Proclamation

WHEREAS, motor vehicle crashes killed 1,042 people in Illinois during 2008; and

WHEREAS, 362 of those deaths involved a driver impaired by alcohol; and

WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and

WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and

WHEREAS, organizations across the state and the nation are joined with the You Drink & Drive. You Lose campaigns that foster public awareness of the dangers of impaired driving and law enforcement efforts to curb impaired driving; and

WHEREAS, the community of Darien is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and advocacy groups in that effort to make our streets and roadways safer.

*NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the month of December, 2009 as **DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH** in the City of Darien, and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.*

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Darien to be affixed.

DONE, this seventh day of December, two thousand and nine.

Moesle Weaver, Mayor

Kathleen

Attest:

Coleman, City Clerk

Joanne F.

-

Mayoral Proclamation

***Whereas,** Angelman Syndrome is a genetic disorder first described by an English pediatrician, Dr. Angelman, in 1965; and*

***Whereas,** over 150,000 individuals may have Angelman Syndrome worldwide, while many remain undiagnosed or misdiagnosed; and*

***Whereas,** with familiarity of the disorder and public education, more correct clinical diagnoses are being made; and*

***Whereas,** numerous scientific researchers are working to better understand the etiology, genetics and possible treatments for Angelman Syndrome; and*

***Whereas,** Foundation of Angelman Syndrome Therapeutics, established in 2008, is dedicated to supporting parents and professionals associated with Angelman Syndrome; and*

***Whereas,** citizens should be made more aware of Angelman Syndrome so that early diagnosis and intervention becomes a top priority; and*

***Whereas,** Kids4Good is a special group of elementary students from Lace School in Darien and are committed to performing good deeds both locally and globally; and*

***Whereas,** Kids4Good is led by a group of dedicated parent and teacher volunteers that meet after school every week throughout the school year and take on projects that are both local and global in nature; and*

***Whereas,** Kids4Good is trying to raise awareness about Angelman Syndrome through SpeakOut4AS events, and hope to raise some much needed funds for a cure.*

***NOW, THEREFORE, I,** Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim **December 7, 2009** as **ANGELMAN SYNDROME AWARENESS DAY** in the City of Darien, and do hereby call upon all citizens to help raise awareness of Angelman Syndrome so that early diagnosis, intervention, and a cure become a top priority.*

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this seventh day of December, Two-Thousand Nine.

Kathleen Moesle Weaver, Mayor

Attest:

Joanne F. Coleman, City Clerk

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 7, 2009**

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		\$90,015.95
Water Fund		\$17,794.78
Motor Fuel Tax Fund		\$3,658.71
Water Depreciation Fund		\$3,360.00
Darien Area Dispatch Fund		\$4,601.22
Capital Improvement Fund		\$169,944.49
Debt Service Fund		
Special Service Area Tax Fund		\$198.44
	Subtotal:	\$ 289,573.59
General Fund Payroll	11/19/2009	\$ 225,358.45
Water Fund Payroll	11/19/2009	\$ 16,841.80
D.A.D.C. Payroll	11/19/2009	\$ 24,480.58
	Subtotal:	\$ 266,680.83
Total to be Approved by City Council:		\$ 556,254.42

Approvals:

Kathleen Moesle Weaver, Mayor

Joanne F. Coleman, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALPINE BANQUETS, INC.	DEPOSIT FOR 2010 CITIZEN OF THE YEAR DINNER DANCE	Public Relations	500.00	4239
CALL ONE, INC.	TELEPHONE SERVICE JULY 15 - NOVEMBER 15, 2009	Telephone	14,236.84	4267
DUPAGE COUNTY PUBLIC WORKS	SEWER CHARGES 8-25-09 TO 10-26-09 - 21005549-01	Utilities (Elec,Gas,Wtr,Sewer)	24.62	4271
EMERALD MARKETING INC.	NOV/DEC 2009 NEIGHBORS MAGAZINE & POSTAGE	Public Relations	3,145.27	4239
HR SIMPLIFIED	COBRA NOTIFICATIONS - OCTOBER, 2009	Liability Insurance	150.00	4219
ILLINOIS SECRETARY OF STATE	NOTARY PUBLIC APPLICATION - MARIA E. GONZALEZ	Dues and Subscriptions	10.00	4213
J P MORGAN CHASE BANK NA	ICMA PROFESSIONAL CERTIFICATION APPLICATION	Training and Education	50.00	4263
J P MORGAN CHASE BANK NA	APPLIED KNOWLEDGE ASSESSMENT	Training and Education	75.00	4263
J P MORGAN CHASE BANK NA	TAX ACCOUNTING SEMINAR - NOSEK	Training and Education	245.00	4263
J P MORGAN CHASE BANK NA	WEB HOSTING	Consulting/Professional	29.95	4325
MUNICIPAL WEB SERVICES	OCTOBER, 2009 WEB SITE HOSTING	Consulting/Professional	847.50	4325
MUNICIPAL WEB SERVICES	WEB SITE HOSTING SEPT 2 - SEPT 29, 2009	Consulting/Professional	1,096.25	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICES & EQUIPMENT	Telephone	1,868.59	4267
NICOR GAS	UTILITIES - 1702 PLAINFIELD	Utilities (Elec,Gas,Wtr,Sewer)	70.20	4271

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NOTARIES ASSOCIATION OF IL	NOTARY BOND, MEMBERSHIP & STAMP - MARIA E. GONZALEZ	Dues and Subscriptions	8.00	4213
NOTARIES ASSOCIATION OF IL	NOTARY BOND, MEMBERSHIP & STAMP - MARIA E. GONZALEZ	Liability Insurance	16.00	4219
NOTARIES ASSOCIATION OF IL	NOTARY BOND, MEMBERSHIP & STAMP - MARIA E. GONZALEZ	Supplies - Office	14.00	4253
OFFICE DEPOT	OFFICE SUPPLIES	Supplies - Office	40.57	4253
OFFICE DEPOT	CREDIT FOR DAMAGED PRODUCT	Supplies - Office	(3.71)	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	69.93	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	9.32	4253
PEPSI COLA GEN BOT INC	SODA FOR MACHINES AT CITY HALL & POLICE DEPT.	Supplies - Other	124.79	4257
ROSENTHAL, MURPHEY, COBLENTZ	BUSINESS LEASES	Liability Insurance	525.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	WALMART	Liability Insurance	52.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	PUBLIC WORKS UNION	Liability Insurance	472.50	4219
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 8526 - 7908 CASS PUBLIC HEARING 11-18-09	Legal Notices	331.32	4221
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE - COMMUNICATIONS COMMITTEE	Legal Notices	173.16	4221
Total Administration			24,182.60	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
J P MORGAN CHASE BANK NA	BROWN LEAF BAGS FOR MAKE A DIFFERENCE DAY	Boards and Commissions	67.68	4205
ROSENTHAL, MURPHEY, COBLENTZ	MEETINGS, ORD PREP, MISC SERVICES	Liability Insurance	3,412.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	REIMBURSEMENT OF COSTS	Liability Insurance	163.83	4219
SAM'S CLUB	SUPPLIES	Boards and Commissions	92.56	4205
SAM'S CLUB	SUPPLIES	Boards and Commissions	79.83	4205
STERLING CODIFIERS, INC.	CODIFICATION SUPPLEMENT #26	Consulting/Professional	686.00	4325
Total City Council			4,502.40	

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	IDDE ORDINANCE	Consulting/Professional	875.25	4325
CHRISTOPHER B. BURKE ENG, LTD	REIMBURSABLE ENGINEERING SERVICES - HSHS SYNTHETIC TURF	Conslt/Prof Reimbursable	2,310.00	4328
IL DIRECTOR OF EMPLOY SECURITY	UNEMPLOYMENT BENEFITS - MARY BETH ROETERS	Salaries	4,028.00	4010
JOSEPH ALGOZINE	NOVEMBER, 2009 ELECTRICAL INSPECTIONS	Consulting/Professional	560.00	4325
R & R PRINT-N-SERVE, INC.	STOP WORK ORDER STICKERS	Postage/Mallings	120.00	4233
ROSENTHAL, MURPHEY, COBLENTZ	ZONING ISSUES	Liability Insurance	210.00	4219
		Total Community Development	8,103.25	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIR-RITE HEATING & COOLING	REPLACEMENT OF HEAT EXCHANGERS AT P.W.	Maintenance - Building	620.00	4223
ALL-STAR MAINTENANCE	DIRT & SEED ON 67TH STREET	Drainage Projects	3,075.00	4374
BUTTERY RENTAL SERVICES, INC.	PROPANE	Supplies - Other	62.80	4257
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	219.08	4229
CHEMSEARCH	DIESEL GUARD	Supplies - Other	862.03	4257
CHRISTOPHER B. BURKE ENG, LTD	PROF SERVICES SEP 27 - OCT 31, 2009 2010 STREET PROGRAM	Consulting/Professional	138.00	4325
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	129.00	4219
COM ED	STREET LIGHTS	Street Light Oper & Maint.	9.66	4359
COM ED	STREET LIGHTS	Street Light Oper & Maint.	3,586.76	4359
CULLIGAN	BOTTLED WATER	Maintenance - Building	45.37	4223
DUPAGE TOPSOIL, INC.	DIRT	Supplies - Other	28.00	4257
FIRST ADVANTAGE	RANDOM DRUG TEST SELECTION	Liability Insurance	71.05	4219
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - FIVE LOCATIONS	Street Light Oper & Maint.	315.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 8428 - 8432 KENTWOOD	Street Light Oper & Maint.	590.19	4359
GENE'S TIRE SERVICE, INC.	NEW TIRES #403	Maintenance - Vehicles	268.00	4229
I.R.M.A.	OCTOBER, 2009 DEDUCTIBLE	Liability Insurance	4,971.31	4219
J P MORGAN CHASE BANK NA	FINAL FEE ON 14 TON DUMP TRUCK	Maintenance - Building	125.00	4223
J P MORGAN CHASE BANK NA	PHOTO SOFTWARE	Equipment	99.99	4815
K. M. INTERNATIONAL	HOT BOX (ASPHALT) PARTS	Maintenance - Equipment	117.40	4225
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	403.11	4257
LEE JENSEN SALES, CO., INC.	BATTERY ADAPTOR	Maintenance - Equipment	20.62	4225

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LESLIE SWEENEY	REIMBURSEMENT FOR 50/50 COST OF PARKWAY TREE INSTALLATION	Forestry	89.00	4350
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS	Maintenance - Equipment	273.27	4225
MASSIE JET-VAC SERVICE	SEWER JETTER	Rent - Equipment	1,282.50	4243
McMASTER-CARR SUPPLY CO.	BANNER POLE CLIPS	Supplies - Other	58.24	4257
MID-TOWN PETROLEUM, INC.	5W30 OIL & ATF OIL	Vehicle (Gas and Oil)	729.68	4273
MIDWEST HEALTH WORKS	EMPLOYEE MEDICAL TESTING	Liability Insurance	268.00	4219
NICOR GAS	UTILITIES - 1041 S. FRONTAGE ROAD	Utilities (Elec,Gas,Wtr,Sewer)	260.24	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	32.98	4253
RED WING SHOES	BOOTS	Liability Insurance	345.99	4219
RED WING SHOES	UNIFORMS	Uniforms	270.00	4269
ROBERT L. SARFIELD	SOCKET SET	Small Tools & Equipment	305.80	4259
SPRING-GREEN	FERTILIZE RIGHTS OF WAY	Forestry	2,155.00	4350
SPRINGFIELD IRRIGATION COMPANY	FERTILIZE RIGHTS OF WAY	Forestry	(2,155.00)	4350
SPRINGFIELD IRRIGATION COMPANY	MOW RIGHT OF WAYS	Forestry	2,155.00	4350
ST. AUBIN NURSERY & LANDSCAPE	2009 TREE PLANTING	Forestry	13,461.00	4350
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	124.34	4257
WHOLESALE DIRECT, INC.	EMERG LITES	Maintenance - Vehicles	74.37	4229
WHOLESALE DIRECT, INC.	WIRE ROPE	Supplies - Other	40.47	4257
		Total Public Works, Streets	35,528.25	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A CORPORATE PRINTING SERVICE	PROPERTY CUSTODY REPORTS	Investigation and Equipment	304.50	4217
ANTON HRUBY	UNIFORM ALLOWANCE	Uniforms	48.56	4269
BROWNELLS, INC.	RANGE EQUIPMENT	Investigation and Equipment	406.42	4217
BROWNELLS, INC.	RETURN OF RANGE EQUIPMENT	Investigation and Equipment	(179.80)	4217
DUPAGE COUNTY ANIMAL CONTROL	PICK-UP & BOARD - LAB AND DOBERMAN	Animal Control	145.00	4201
DUPAGE COUNTY PUBLIC WORKS	SEWER CHARGES 21005550-01 - 1710 PLAINFIELD	Utilities (Elec,Gas,Wtr,Sewer)	87.74	4271
DUPAGE COUNTY PUBLIC WORKS	SEWER CHARGE	Utilities (Elec,Gas,Wtr,Sewer)	3.58	4271
FBI - LEEDA	2010 DUES ROBERT PAVELCHIK & DAVID E. SKALA	Dues and Subscriptions	100.00	4213
GRAINGER	SLOAN VALVE REPAIR KITS	Maintenance - Building	88.93	4223
I.R.M.A.	OCTOBER, 2009 DEDUCTIBLE	Liability Insurance	325.00	4219
ILLINOIS SECRETARY OF STATE	NOTARY PUBLIC APPLICATION - STEPHEN B. HIGHLAND	Dues and Subscriptions	10.00	4213
J P MORGAN CHASE BANK NA	CASSETTE TAPES FOR RECORDER	Boards and Commissions	10.98	4205
J P MORGAN CHASE BANK NA	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	126.55	4217
J P MORGAN CHASE BANK NA	20 IN 1 MEDIA CARD READER FOR BOZEK	Investigation and Equipment	26.98	4217
J P MORGAN CHASE BANK NA	K9 FOOD	Investigation and Equipment	72.97	4217
J P MORGAN CHASE BANK NA	K9 FOOD	Investigation and Equipment	49.98	4217
J P MORGAN CHASE BANK NA	FLASH DRIVES	Investigation and Equipment	44.97	4217
J P MORGAN CHASE BANK NA	LISTING FEES FOR VEHICLES & EVIDENCE	Investigation and Equipment	103.79	4217
J P MORGAN CHASE BANK NA	EVIDENCE CAMERA LIGHT	Investigation and Equipment	79.99	4217

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
J P MORGAN CHASE BANK NA	REPLACE FAN FOR COOPERS COMPUTER	Maintenance - Equipment	17.98	4225
J P MORGAN CHASE BANK NA	4 HARD DRIVES, 4 GIG RAM, 1 RAID CONTROLLER CARD FOR UPGRADE	Maintenance - Equipment	1,166.30	4225
J P MORGAN CHASE BANK NA	BATTERY FOR SQUAD	Maintenance - Vehicles	68.25	4229
J P MORGAN CHASE BANK NA	ELECTRICAL SUPPLIES FOR SQUADS	Maintenance - Vehicles	19.24	4229
J P MORGAN CHASE BANK NA	REPLACE TRANSMISSION ON K9 VEHICLE	Maintenance - Vehicles	1,326.11	4229
J P MORGAN CHASE BANK NA	SHIPPING SUPPLIES TO SKALA AT SCHOOL	Postage/Mailings	28.36	4233
J P MORGAN CHASE BANK NA	MERCHANDISE RETURN - TOPEL	Postage/Mailings	7.74	4233
J P MORGAN CHASE BANK NA	PAGER RENTAL	Rent - Equipment	40.52	4243
J P MORGAN CHASE BANK NA	MISC OFFICE EQUIPMENT	Supplies - Office	31.31	4253
J P MORGAN CHASE BANK NA	EVIDENCE & PD SUPPLIES	Supplies - Office	51.75	4253
J P MORGAN CHASE BANK NA	P.D. SUPPLIES	Supplies - Office	42.79	4253
J P MORGAN CHASE BANK NA	CREDIT FOR CANCELLATION OF CONFERENCE REGISTRATION	Training and Education	(200.00)	4263
J P MORGAN CHASE BANK NA	WESTERN IL UNIV JOB FAIR	Travel/Meetings	87.69	4265
JAMES R. BORSILLI	UNIFORM ALLOWANCE	Uniforms	20.00	4269
KAESER BLAIR INCORPORATED	CITIZEN POLICE ACADEMY - CPA BINDERS	Public Relations	305.43	4239
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	109.85	4265

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NICOR GAS	UTILITIES 1710 PLAINFIELD ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	997.44	4271
NOTARIES ASSOCIATION OF IL	NOTARY BOND, STAMP & MEMBERSHIP FEES - STEPHEN B. HIGHLAND	Dues and Subscriptions	8.00	4213
NOTARIES ASSOCIATION OF IL	NOTARY BOND, STAMP & MEMBERSHIP FEES - STEPHEN B. HIGHLAND	Liability Insurance	16.00	4219
NOTARIES ASSOCIATION OF IL	NOTARY BOND, STAMP & MEMBERSHIP FEES - STEPHEN B. HIGHLAND	Supplies - Office	14.00	4253
PETTY CASH	PRISONER MEAL	Investigation and Equipment	5.39	4217
PETTY CASH	PRISONER MEAL	Investigation and Equipment	4.99	4217
PETTY CASH	RANGE SUPPLIES - RADIO SHACK	Investigation and Equipment	26.70	4217
PETTY CASH	MONEY ORDER TO RETURN GUN CASE 04-9111	Investigation and Equipment	29.85	4217
PETTY CASH	RANGE ITEMS	Investigation and Equipment	15.53	4217
PETTY CASH	WATER FOR TWO WITNESSES - CASE 09-6381	Investigation and Equipment	1.50	4217
PETTY CASH	KEY	Supplies - Office	3.59	4253
PETTY CASH	LYSOL SPRAY FOR RECORDS	Supplies - Office	5.00	4253
PETTY CASH	PETTY CASH REIMBURSEMENTS	Supplies - Office	29.77	4253
PETTY CASH	CROSSING GUARD MEETING	Travel/Meetings	10.28	4265
PETTY CASH	OEM MEETING, COOPER & SKALA	Travel/Meetings	20.00	4265
PETTY CASH	DUPAGE CHIEFS MEETING - PAVELCHIK & COOPER	Travel/Meetings	40.00	4265

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
PETTY CASH	SLEAP MEETING - KOPTA	Travel/Meetings	7.00	4265
PETTY CASH	COOPER & PICCOLI - BURLINGTON TICKETS	Travel/Meetings	17.20	4265
PROTAC POLICE & FIRE EQUIPMENT	UNIFORMS AUXILIARY - MARSEWSKI & KOVAS	Auxiliary Police	282.00	4203
PROTAC POLICE & FIRE EQUIPMENT	UNIFORM ALLOWANCE - SKWERES	Uniforms	249.95	4269
PROTAC POLICE & FIRE EQUIPMENT	UNIFORM ALLOWANCE - YEO	Uniforms	10.99	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - START UP SEATON	Uniforms	1,324.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - SEATON	Uniforms	605.26	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - KRUEGER	Uniforms	605.26	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - START-UP KRUEGER	Uniforms	137.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - RENNEN	Uniforms	34.95	4269
RAY O'HERRON CO. INC OF OBT	GLOCK 22 AND GLOCK 23	Uniforms	868.00	4269
ROSENTHAL, MURPHEY, COBLENTZ	MAP UNION	Liability Insurance	840.00	4219
SAM'S CLUB	SUPPLIES	Investigation and Equipment	36.46	4217
SAM'S CLUB	SUPPLIES	Public Relations	19.87	4239
SAM'S CLUB	SUPPLIES	Travel/Meetings	33.16	4265
SHELL	GASOLINE FOR SQUADS	Vehicle (Gas and Oil)	123.69	4273
SIRCHIE FINGER PRINT LABS	PRISONER NEEDS	Investigation and Equipment	41.30	4217
SIRCHIE FINGER PRINT LABS	EVIDENCE	Investigation and Equipment	100.98	4217
SUBURBAN DOOR CHECK & LOCK SVC	LOCKS FOR LOCKERS & NEW REPLACEMENT DOOR LOCK	Maintenance - Building	101.16	4223
ULINE	BOXES FOR EVIDENCE	Investigation and Equipment	62.05	4217
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	183.14	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WEST SUBURBAN DETECTIVES ASSOC	DECEMBER 2, 2009 MEETING - STOCK, FOSTER, BOZEK	Travel/Meetings	60.00	4265
WILLIAM W. GREENABERG	UNIFORM ALLOWANCE	Uniforms	<u>144.89</u>	4269
		Total Police Department	12,097.71	

CITY OF DARIEN
Expenditure Journal
General Fund
SSA Expenditures
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES - TARA HILL SUBDIVISION 2009 M&M	Consulting/Professional	1,263.69	4325
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES - TARA HILL JULY 26 - AUG 29, 2009	Consulting/Professional	2,632.00	4325
CHRISTOPHER B. BURKE ENG, LTD	TARA HILL SITE INVESTIGATION	Consulting/Professional	220.00	4325
		Total SSA Expenditures	4,115.69	

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALLIED WASTE SERVICES #551	REFUSE REMOVAL LAUNDROMAT - 7515 S. CASS, UNIT D	Maintenance - Laundromat ...	81.81	4230
COM ED	UTILITIES - LAUNDROMAT - 7515 S. CASS, UNIT D	Maintenance - Laundromat ...	193.92	4230
DUPAGE COUNTY PUBLIC WORKS	WATER & SEWER - 7515 S. CASS, UNIT D - 21005489-07	Maintenance - Laundromat ...	385.44	4230
DUPAGE COUNTY PUBLIC WORKS	WATER & SEWER - 7515 S. CASS, UNIT D 21005499-02	Maintenance - Laundromat ...	203.90	4230
FIRE & SECURITY SYSTEMS, INC.	REIMBURSABLE FIRE ALARM INSPECTION & MONITORING-7515 S. CASS	Maintenance - Laundromat ...	141.00	4230
NICOR GAS	UTILITIES - 7515 S. CASS, UNIT D - TWO MONTHS SERVICE	Maintenance - Laundromat ...	479.98	4230
			1,486.05	
			90,015.95	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIR-RITE HEATING & COOLING	REPLACEMENT OF HEAT EXCHANGERS AT P.W.	Maintenance - Building	620.00	4223
CALL ONE, INC.	TELEPHONE SERVICE JULY 15 - NOVEMBER 15, 2009	Telephone	2,033.83	4267
CHEMICAL PUMP SALES & SERVICE	VENT SCREENS	Maintenance - Water System	28.75	4231
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	129.00	4219
COM ED	UTILITIES - PLAINFIELD & MANNING	Utilities (Elec,Gas,Wtr,Sewer)	48.61	4271
CULLIGAN	BOTTLED WATER	Maintenance - Building	45.38	4223
EXELON ENERGY INC.	UTILITIES - 18W736 MANNING, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	274.56	4271
EXELON ENERGY INC.	UTILITIES - 9S720 LEMONT, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	139.59	4271
EXELON ENERGY INC.	UTILITIES LAKEVIEW & OAKLEY, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	242.72	4271
EXELON ENERGY INC.	UTILITIES - 2101 W. 75TH, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	43.74	4271
EXELON ENERGY INC.	UTILITIES -1220 PLAINFIELD ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	1,900.42	4271
EXELON ENERGY INC.	UTILITIES - 87TH & RIDGE ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	126.57	4271
HACH COMPANY	FREE CL17 CHLORINE REAGENT SET	Quality Control	193.51	4241
HBK WATER METER SERVICE	METER REPAIRS	Maintenance - Water System	3,813.03	4231
HD SUPPLY WATERWORKS	CLAMP	Maintenance - Water System	124.77	4231
J P MORGAN CHASE BANK NA	2 APC BK 500BLK UPS FOR DPW	Supplies - Operation	217.88	4255
J P MORGAN CHASE BANK NA	2 TOUGHBOOK CF-52 ADAPTERS FOR DPW	Supplies - Operation	101.60	4255
NEXTEL COMMUNICATIONS	CELLULAR SERVICES & EQUIPMENT	Telephone	350.37	4267

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/17/2009 Through 12/7/2009

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NICOR GAS	UTILITIES - 8600 LEMONT ROAD	Utilities (Elec,Gas,Wtr,Sewer)	90.36	4271
NICOR GAS	UTILITIES - 1041 S. FRONTAGE ROAD	Utilities (Elec,Gas,Wtr,Sewer)	260.24	4271
NICOR GAS	UTILITIES - 1220 PLAINFIELD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	608.28	4271
NICOR GAS	UTILITIES - 1897 MANNING DR., DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	59.28	4271
NICOR GAS	UTILITIES - 1930 MANNING RD, DOWNERS GROVE	Utilities (Elec,Gas,Wtr,Sewer)	109.00	4271
SIKICH PROFESSIONAL SERVICES	FINAL INVOICE - AUDIT FYE09	Audit	4,850.00	4320
SPRING-GREEN VILLAGE OF WOODRIDGE	FERTILIZATION AT PW WATER USAGE FOR DARIEN WOODRIDGE FIRE PROTECTION & SHELL GAS	Maintenance - Building Data Processing	315.00 1,068.27	4223 4336
			17,794.76	
			Total Public Works, Water	
			17,794.76	
			Total Water Fund	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	DIRT AND SEED ON 67TH STREET	Supplies - Other	690.00	4257
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	913.09	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	211.09	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	895.05	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	580.13	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	241.31	4245
VULCAN CONSTRUCTION MATERIALS	RIP RAP	Road Material	128.04	4245
		Total MFT Expenses	3,658.71	
		Total Motor Fuel Tax	3,658.71	

CITY OF DARIEN
Expenditure Journal
Special Service Area Tax Fund
SSA Expenditures
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	BALANCE DUE FOR ENGRG SERVICES ON INVOICE 89479	Consulting/Professional	198.44	4325
		Total SSA Expenditures	198.44	
		Total Special Service Area Tax Fund	198.44	

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ST. AUBIN NURSERY & LANDSCAPE	2009 TREE PLANTING	Equipment	<u>3,360.00</u>	4815
		Total Depreciation Expenses	3,360.00	
		Total Water Depreciation Fund	<u>3,360.00</u>	

CITY OF DARIEN
Expenditure Journal
Darien Area Dispatch Center
Darien Area Dispatch
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CALL ONE, INC.	TELEPHONE SERVICE JULY 15 - NOVEMBER 15, 2009	Telephone	4,067.66	4267
J P MORGAN CHASE BANK NA	MEMBERSHIP DUES	Dues and Subscriptions	92.00	4213
J P MORGAN CHASE BANK NA	911 CARPET & CHAIR CLEANING	Maintenance - Building	237.50	4223
J P MORGAN CHASE BANK NA	DISPATCH PAGERS	Rent - Equipment	20.09	4243
J P MORGAN CHASE BANK NA	SUPPLIES	Supplies - Office	34.69	4253
J P MORGAN CHASE BANK NA	SUPPLIES	Supplies - Office	32.49	4253
NEXTEL COMMUNICATIONS	CELLULAR SERVICES & EQUIPMENT	Telephone	116.79	4267
		Total Darien Area Dispatch	4,601.22	
		Total Darien Area Dispatch Center	4,601.22	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Public Works, Streets
From 11/17/2009 Through 12/7/2009

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BANK OF NEW YORK CENTURY CONTRACTORS, INC.	BOND PAYMENTS DITCHING FOR PROJECT H LINDEN	Equipment Ditch Projects	157,396.88 600.00	4815 4376
CHRISTOPHER B. BURKE ENG, LTD	PROFESSIONAL SERVICES SEP 27 - OCT 31, 2009 - WALNUT DRIVE	Street Reconstruction/Rehab	11,139.11	4855
DUPAGE TOPSOIL, INC.	DIRT FOR PROJECT Y WESTERN	Ditch Projects	780.00	4376
KIEFT BROS., INC.	PLASTIC COUPLINGS & OUTLETS FOR PROJECT H LINDEN	Ditch Projects	28.50	4376
		Total Public Works, Streets	169,944.49	
		Total Capital Improvement Fund	169,944.49	
Report Total			289,573.57	

JPMORGAN CHASE BANK NA
 PO BOX 2030
 MAIL SUITE IL1-6225
 ELGIN IL 60121

ACCOUNT NUMBER [REDACTED]
 AMOUNT DUE \$4,633.12
 CURRENT BALANCE \$4,633.12

Remit To: JPMORGAN CHASE BANK NA
 P.O. BOX 94016
 PALATINE, IL 60094-4016

AMOUNT ENCLOSED \$4633.12

CITY OF DARIEN
 PAUL NOSEK
 1702 PLAINFIELD RD
 DARIEN IL 60561-5044

**T0000129

PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CITY OF DARIEN
 ACCOUNT NUMBER: [REDACTED]

CLOSING DATE	11-20-09	PREVIOUS BALANCE	3,896.11
CREDIT LIMIT	300,000	PURCHASES AND OTHER CHARGES	4,833.12
AVAILABLE CREDIT	295,367	CASH ADVANCES	.00
		CREDITS	200.00
FOR CUSTOMER SERVICE CALL:		PAYMENTS	3,896.11-
1-800-316-6056		LATE PAYMENT CHARGES	.00
SEND BILLING INQUIRIES TO:		CASH ADVANCE FEE	.00
JPMORGAN CHASE BANK NA		FINANCE CHARGES	.00
COMMERCIAL CARD SOLUTIONS		NEW BALANCE	4,633.12
P.O. BOX 2015		TOTAL PAYMENT DUE	4,633.12
MAIL SUITE IL1-6225		DISPUTED AMOUNT	.00
ELGIN, IL 60121			



ACCT. NUMBER: ██████████ CITY OF DARIEN

COMMERCIAL ACCOUNT ACTIVITY

CITY OF DARIEN TOTAL COMMERCIAL ACTIVITY
 \$3,896.11 CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-09	11-09	75405019313000700070068	PAYMENT RECEIVED - THANK YOU	3,896.11 PY

INDIVIDUAL CARDHOLDER ACTIVITY

JOHN B COOPER CREDITS \$200.00 PURCHASES \$1,663.25 CASH ADV \$0.00 TOTAL ACTIVITY \$1,463.25

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-21	10-20	05410199293418178148741	USPS.COM CLICK66100QPS WASHINGTON DC 01-40-4233	28.36
10-29	10-27	85450799301118000100270	INTL ASSN OF CHIEF OF 703-836-6767 VA 01-40-4263	200.00 CR
10-30	10-29	55429509302849906383395	SAINI DIGITAL PHOTO 3174902632 IN 01-40-4217	79.99
11-11	11-09	55429509314846218124398	EBAY INC. 08862858380 CA P.O.S.: 812439 SALES TAX: 0.00 01-40-4217 103.77 01-30-4273 - 125.00	228.79
Total Purchasing Activity				\$137.14

Fleet Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-09	11-06	05436849311007791255179	BILL KAY CHEVROLET LISLE IL P.O.S.: 091106 153302 SALES TAX: 0.00 01-40-4209	1,326.11
Total Fleet Activity				\$1,326.11

DIANE L DALY CREDITS \$0.00 PURCHASES \$416.77 CASH ADV \$0.00 TOTAL ACTIVITY \$416.77

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-26	10-23	05436849297967340765630	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 494371986 SALES TAX: 0.00 15-45-4253	34.69
10-26	10-23	05436849297967340765713	OFFICE DEPOT #1090 800-463-3768 MA P.O.S.: 494372225 SALES TAX: 0.00 15-45-4253	32.49
11-11	11-09	55546559314275338364390	M.C. CLEANING INC WOODRIDGE IL 15-45-4223	237.50
11-13	11-13	55500809317207791431184	APCO-INTERNATIONAL 03863222500 FL P.O.S.: VQFA4C4F376F SALES TAX: 0.00 15-45-4223	92.00
Total Purchasing Activity				\$396.68

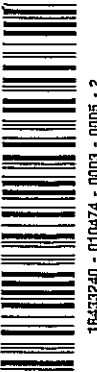
Shipping supplies to state
 Conference cancellator
 Evidence camera light
 E-Bay listing fees vehicle
 & evidence
 Fuel for on dump truck

Replace transmission
 K-9 vehicle 50/50 water

Supplies
 Supplies
 Carpet & Chair Cleaning
 Membership News

ACCT. NUMBER: [REDACTED]

CITY OF DARIEN



INDIVIDUAL CARDHOLDER ACTIVITY

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-04	11-03	55432869307000370458234	AMERICAN MESSAGING 888-247-7890 TX 15-45-4243	20.09
Total Activity				\$20.09

Propatch page

SARAH FALCO	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$167.92	\$0.00	\$167.92

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-23	10-22	05410199295295080192357	BEST BUY MHT 00003160 DOWNERS GROVE IL 01-40-4217	44.97
10-27	10-26	55432869299000254728801	PETSMART INC 422 DARIEN IL 01-40-4217	72.97
10-28	10-27	55432869300000398441565	PETSMART INC 422 DARIEN IL 01-40-4217	49.98
Total Purchasing Activity				\$167.92

Flash Drive #358
K-97000
K-97000

DAVID E SKALA	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$68.25	\$0.00	\$68.25

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-28	10-26	05416019300141013059346	WAL-MART #2438 GARRISONVILL VA 01-40-4229	68.25
Total Purchasing Activity				\$68.25

Battery for sgua

ROBERT J PAVELCHIK JR	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$87.69	\$0.00	\$87.69

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-22	10-21	85180139294050300126439	HAMPTON INN MACOMB MACOMB IL 01-40-4265 ARRIVAL: 10-19-09 0000038317	87.69
Total Travel Activity				\$87.69

Travel Meeting
Wilton IL Union Job
Travel

EDWARD P RENTKA	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
	\$0.00	\$1,530.74	\$0.00	\$1,530.74

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-28	10-27	55432869300000372877404	WWW.NEWEGG.COM 800-390-1119 CA 01-40-4225 P.O.S.: 24932864 SALES TAX: 0.00	302.95
10-28	10-26	55547509300123299010372	BATTERY UNIVERSE NEW MEADOWS ID 02-50-4255 P.O.S.: 0000000000000000 SALES TAX: 0.00	101.60
10-29	10-28	55432869301000487592236	WWW.NEWEGG.COM 800-390-1119 CA 01-40-4225 P.O.S.: 24932864 SALES TAX: 0.00	863.35
11-05	11-05	55432869309000560845008	SYX*TIGERDIRECTINC 800-888-4437 FL 01-40-4217 P.O.S.: W84847900101 SALES TAX: 0.00	26.98

Hard Drive 4 GB Ram
1 Ram Controller Card for
Server upgrade 2 TB
Batter Adapter's
2000 media card reader
for Bose

ACCT. NUMBER: ██████████

CITY OF DARIEN

INDIVIDUAL CARDHOLDER ACTIVITY**Purchasing Activity**

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-11	11-10	55432869314000361906366	WWW.NEWEGG.COM 800-390-1119 CA 01-40-4225 P.O.S.: 24932864 SALES TAX: 0.00	17.98
11-12	11-11	55432869315000528358013	AMAZON.COM AMZN.COM/BILL WA P.O.S.: 002-7017194-68554 SALES TAX: 0.00	108.94
11-12	11-11	55432869315000528360688	AMAZON.COM AMZN.COM/BILL WA P.O.S.: 002-7017194-68554 SALES TAX: 0.00	108.94
Total Purchasing Activity				\$1,530.74

For Replacement of
Cooper's Computer

2 APC BLK SUB BLK UPS
for DPW

SCOTT M COREN
████████████████████

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$370.00	\$0.00	\$370.00

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-30	10-30	55457029303207780400301	ICMA INTERNET 02029623547 DC 01-10-4263 P.O.S.: VPFA4BC32307 SALES TAX: 0.00	50.00
11-02	10-29	851406193030016886646689	DRAKE KRYTERION, INC 602-6594669 AZ 01-10-4263	75.00
11-20	11-18	55420369323670303563691	U OF IL ONLINE PAYMENT URBANA IL 01-10-4263 P.O.S.: U1279114925 SALES TAX: 0.00	245.00
Total Purchasing Activity				\$370.00

ICMA Professional
Certification Application

APPLIED Knowledge
Assessment

Tax Accounting
Seminar - NOSEK

DANIEL GOMBAC
████████████████████

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$99.99	\$0.00	\$99.99

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-21	10-19	05436849293962571417377	MICRO CENTER #025 WESTMONT IL 01-30-4815	99.99
Total Purchasing Activity				\$99.99

Photo Software

PHILIP ROBINSON
████████████████████

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$19.24	\$0.00	\$19.24

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-17	11-16	55315549321200001210374	AMERICAN TERMINAL SUPP 02489193800 MI 01-40-4229	19.24
Total Purchasing Activity				\$19.24

Electrical Supplies to
Square

CAROL KOPTA
████████████████████

CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
\$0.00	\$311.64	\$0.00	\$311.64

ACCOUNTING CODE:

ACCT. NUMBER: ██████████

CITY OF DARIEN



INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
10-21	10-19	05436849293962199249152	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 490615670 SALES TAX: 0.00	10.98
10-21	10-19	05436849293962199249236	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 492869044 SALES TAX: 0.00	31.31
11-05	11-04	55464949308206754409228	ACCURINT EOM AUTO P 08883328244 FL P.O.S.: VSJA4B260BB7 SALES TAX: 0.00	126.55
11-09	11-06	05410199310418136152487	USPS.COM CLICK66100QPS WASHINGTON DC	7.74
11-13	11-11	05436849316014667909934	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 497385841 SALES TAX: 0.00	51.75
11-20	11-18	05436849323023893796586	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 498183281 SALES TAX: 0.00	42.79
Total Purchasing Activity				\$271.12

*Cassette Tapes for Recorder
Misc Office Equip
Det. Internet Search
Return merchandise
Evidence & PD Supply
PD Supplies*

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-05	11-04	55432869308000515989050	AMERICAN MESSAGING 888-247-7890 TX	40.52
Total Activity				\$40.52

Pager Rental

ROSANNA FURMAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
██████████	\$0.00	\$97.63	\$0.00	\$97.63

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-06	11-04	55541869309010177431678	THE HOME DEPOT 1905 DARIEN IL P.O.S.: 0 SALES TAX: 0.00	67.68
11-10	11-09	55541869313004091381857	HOSTWAY.COM WEBHOSTING 312-994-7658 IL P.O.S.: curnea2970 SALES TAX: 0.29	29.95
Total Purchasing Activity				\$97.63

*yardwaste bag for
Make a Difference Day
Web Hosting*

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
October 31, 2009**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 837,673	\$ 6,897,140	\$ 11,695,605
Expenditures	\$ 579,602	\$ 5,883,840	\$ 12,105,182

Audited 5/1/09 Opening Fund Balance: \$ 2,879,065
 Current Fund Balance: \$ 3,892,365

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 711,066	\$ 1,772,415	\$ 3,711,576
Expenditures	\$ 273,661	\$ 1,785,122	\$ 4,016,115

Audited 5/1/09 Cash Balance \$ 450,955
 Current Cash Balance: \$ 438,247

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 56,400	\$ 306,083	\$ 678,800
Expenditures	\$ 18,980	\$ 160,249	\$ 642,400

Audited 5/1/09 Opening Fund Balance: \$ (111,848)
 Current Fund Balance: \$ 33,987

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 4,866	\$ 13,709	\$ 20,000
Expenditures	\$ 64,162	\$ 65,110	\$ 194,680

Audited 5/1/09 Cash Balance \$ 636,174
 Current Cash Balance: \$ 584,773

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 10,025	\$ 221,996	\$ 214,794
Expenditures	\$ 254,375	\$ 1,805,066	\$ 2,580,354

Audited 5/1/09 Cash Balance \$ 2,690,998
 Current Fund Balance: \$ 1,107,928

CAPITAL PROJECTS DEBT SERVICE FUND (35)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 534	\$ 85,353	\$ 106,500
Expenditures	\$ -	\$ 452,000	\$ 504,000

Audited 5/1/09 Cash Balance \$ 440,285
 Current Fund Balance: \$ 73,638

	Current Actual Year to Date	Current Budgeted F.Y.E. '10	Prior Year Actual Through Oct 09
Property Tax Collections	\$ 2,184,990	\$ 1,908,947	\$ 1,600,295
Sales Tax Collections	\$ 2,064,240	\$ 4,471,343	\$ 2,300,962

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	74,211.23	0.00	1,920,162.32	1,143,575.00	1,903,947.00	16,215.32	(0.85)%
Road and Bridge Tax	3120	6,010.80	0.00	173,736.70	80,000.00	176,484.00	(2,747.30)	1.55%
Municipal Utility Tax	3130	22,130.91	27,710.00	148,153.62	166,260.00	332,520.00	(184,366.38)	55.44%
Amusement Tax	3140	9,585.01	8,820.00	65,740.16	52,920.00	105,840.00	(40,099.84)	37.88%
Hotel/Motel Tax	3150	3,479.17	3,756.67	18,270.01	22,540.02	45,080.00	(26,809.99)	59.47%
Personal Property Tax	3425	1,268.30	1,375.00	3,834.65	2,750.00	5,500.00	(1,665.35)	30.27%
Total Taxes		116,685.42	41,661.67	2,329,897.46	1,468,045.02	2,569,371.00	(239,473.54)	9.32%
License, Permits, Fees								
Business Licenses	3210	450.00	0.00	5,295.00	0.00	44,000.00	(38,705.00)	87.96%
Liquor License	3212	0.00	0.00	39,635.00	39,004.00	39,004.00	631.00	(1.61)%
Contractor Licenses	3214	1,290.00	0.00	11,310.00	14,000.00	15,000.00	(3,690.00)	24.60%
Court Fines	3216	18,534.67	12,495.00	98,794.50	74,970.00	149,940.00	(51,145.50)	34.11%
Ordinance Fines	3230	3,345.00	2,978.92	18,896.00	17,873.52	35,747.00	(16,851.00)	47.13%
Building Permits and Fees	3240	4,445.00	9,800.00	68,856.50	58,800.00	117,600.00	(48,743.50)	41.44%
Telecommunication Taxes	3242	29,652.55	26,868.33	165,674.69	161,209.98	322,420.00	(156,745.31)	48.61%
Cable T.V. Franchise Fee	3244	0.00	19,600.00	135,483.35	117,600.00	235,200.00	(99,716.65)	42.39%
PEG - Fees - AT&T	3245	0.00	0.00	1,830.99	0.00	0.00	1,830.99	0.00%
NICOR Franchise Fee	3246	0.00	3,333.33	0.00	19,999.98	40,000.00	(40,000.00)	100.00%
Public Hearing Fees	3250	1,042.41	0.00	3,552.41	4,900.00	4,900.00	(1,347.59)	27.50%
Elevator Inspections	3255	100.00	0.00	2,250.00	0.00	3,548.00	(1,298.00)	36.58%
Public Improvement Permit Fee	3260	375.00	305.67	4,550.00	1,834.02	3,668.00	882.00	(24.04)%
Engineering/Prof Fee Reimb	3265	4,240.75	4,608.83	29,992.40	27,652.98	55,306.00	(25,313.60)	45.77%
Legal Fee Reimbursement	3266	0.00	41.67	0.00	250.02	500.00	(500.00)	100.00%
D.U.I. Technology Fines	3267	0.00	833.33	343.50	4,999.98	10,000.00	(9,656.50)	96.56%
Police Special Service	3268	11,692.83	13,720.00	57,448.26	82,320.00	164,640.00	(107,191.74)	65.10%
Stormwater Management Fees	3270	0.00	41.67	6,668.10	250.02	500.00	6,168.10	(1,233.62)%
Total License, Permits, Fees		75,168.21	94,626.75	650,580.70	625,664.50	1,241,973.00	(591,392.30)	47.62%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Charges for Services								
Inspections/Tap on/Permits	3320	50.00	260.33	2,225.00	1,561.98	3,124.00	(899.00)	28.77%
Total Charges for Services		50.00	260.33	2,225.00	1,561.98	3,124.00	(899.00)	28.78%
Intergovernmental								
State Income Tax	3410	113,821.98	182,112.67	1,024,394.31	1,092,676.02	2,185,352.00	(1,160,957.69)	53.12%
Local Use Tax	3420	23,044.18	27,747.67	145,957.67	166,486.02	332,972.00	(187,014.33)	56.16%
Sales Taxes	3430	352,918.15	372,611.92	2,064,240.26	2,235,671.52	4,471,343.00	(2,407,102.74)	53.83%
Total Intergovernmental		489,784.31	582,472.26	3,234,592.24	3,494,833.56	6,989,667.00	(3,755,074.76)	53.72%
Other Revenue								
DADC Administration Fee	3450	0.00	833.33	0.00	4,999.98	10,000.00	(10,000.00)	100.00%
Interest Income	3510	16,418.66	4,166.67	39,331.62	25,000.02	50,000.00	(10,668.38)	21.33%
Gain/Loss on Investment	3515	26.30	0.00	126.74	0.00	0.00	126.74	0.00%
Water Share Expense	3520	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	(124,999.96)	49.99%
Police Report/Prints	3534	628.95	373.75	3,768.75	2,242.50	4,485.00	(716.25)	15.96%
DARE Contribution	3536	0.00	0.00	6,025.00	0.00	0.00	6,025.00	0.00%
Grants	3560	0.00	0.00	17,979.06	0.00	0.00	17,979.06	0.00%
Rents	3561	21,714.48	20,769.50	130,183.58	124,617.00	249,234.00	(119,050.42)	47.76%
Other Reimbursements	3562	71,780.24	8,333.33	107,613.10	49,999.98	100,000.00	7,613.10	(7.61)%
Residential Concrete Reimb	3563	0.00	0.00	56,538.15	0.00	0.00	56,538.15	0.00%
Miscellaneous - Reimbursable	3568	512.40	0.00	14,563.89	0.00	0.00	14,563.89	0.00%
Mail Box Reimbursement Program	3569	655.92	0.00	1,676.24	0.00	0.00	1,676.24	0.00%
Sale of Equipment	3575	6,400.00	0.00	55,815.95	0.00	0.00	55,815.95	0.00%
Miscellaneous Revenue	3580	5,445.80	1,250.00	17,117.09	7,500.00	15,000.00	2,117.09	(14.11)%
Transfer from Other Funds	3612	13,027.00	0.00	13,027.00	0.00	0.00	13,027.00	0.00%
Total Other Revenue		157,443.09	56,559.91	588,766.21	339,359.46	678,719.00	(89,952.79)	13.25%
Total Revenue		839,131.03	775,580.92	6,806,061.61	5,929,464.52	11,482,854.00	(4,676,792.39)	40.73%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 10/1/2009 Through 10/31/2009

	*Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 710,179.81	675,000.00	1,726,231.21	1,825,000.00	3,684,576.00	(1,958,344.79)	53.14%
Inspections/Tap on/Permits	3320 0.00	1,041.67	20,184.42	6,250.02	12,500.00	7,684.42	(61.47)%
Sale of Meters	3325 0.00	375.00	2,025.00	2,250.00	4,500.00	(2,475.00)	55.00%
Other Water Sales	3390 1,032.00	416.67	15,028.84	2,500.02	5,000.00	10,028.84	(200.57)%
Total Charges for Services	<u>711,211.81</u>	<u>676,833.34</u>	<u>1,763,469.47</u>	<u>1,836,000.04</u>	<u>3,706,576.00</u>	<u>(1,943,106.53)</u>	<u>52.42%</u>
Other Revenue							
Interest Income	3510 (146.17)	416.67	5,542.24	2,500.02	5,000.00	542.24	(10.84)%
Other Reimbursements	3562 0.00	0.00	3,403.00	0.00	0.00	3,403.00	0.00%
Total Other Revenue	<u>(146.17)</u>	<u>416.67</u>	<u>8,945.24</u>	<u>2,500.02</u>	<u>5,000.00</u>	<u>3,945.24</u>	<u>(78.90)%</u>
Total Revenue	<u>711,065.64</u>	<u>677,250.01</u>	<u>1,772,414.71</u>	<u>1,838,500.06</u>	<u>3,711,576.00</u>	<u>(1,939,161.29)</u>	<u>52.25%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 10/1/2009 Through 10/31/2009

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Revenue							
Intergovernmental							
MFT Allotment	3440 55,608.71	56,416.67	306,051.52	338,500.02	677,000.00	(370,948.48)	54.79%
Total Intergovernmental	55,608.71	56,416.67	306,051.52	338,500.02	677,000.00	(370,948.48)	54.79%
Other Revenue							
Interest Income	3510 791.49	150.00	31.84	900.00	1,800.00	(1,768.16)	98.23%
Total Other Revenue	791.49	150.00	31.84	900.00	1,800.00	(1,768.16)	98.23%
Total Revenue	56,400.20	56,566.67	306,083.36	339,400.02	678,800.00	(372,716.64)	54.91%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Impact Fee Agency Fund
From 10/1/2009 Through 10/31/2009

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Revenue							
Other Revenue							
Interest Income	3510 93.87	0.00	210.39	0.00	0.00	210.39	0.00%
Total Other Revenue	<u>93.87</u>	<u>0.00</u>	<u>210.39</u>	<u>0.00</u>	<u>0.00</u>	<u>210.39</u>	<u>0.00%</u>
Total Revenue	<u>93.87</u>	<u>0.00</u>	<u>210.39</u>	<u>0.00</u>	<u>0.00</u>	<u>210.39</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 83.18	0.00	4,827.70	2,500.00	5,000.00	(172.30)	3.44%
Total Taxes	83.18	0.00	4,827.70	2,500.00	5,000.00	(172.30)	3.45%
Other Revenue							
Interest Income	3510 151.14	0.00	380.38	0.00	0.00	380.38	0.00%
Total Other Revenue	151.14	0.00	380.38	0.00	0.00	380.38	0.00%
Total Revenue	234.32	0.00	5,208.08	2,500.00	5,000.00	208.08	(4.16)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Forfeiture Fund
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Interest Income	3510	53.87	0.00	260.14	0.00	0.00	260.14	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	1,201.56	0.00	0.00	1,201.56	0.00%
Total Other Revenue	<u>53.87</u>	<u>0.00</u>	<u>1,461.70</u>	<u>0.00</u>	<u>0.00</u>	<u>1,461.70</u>	<u>0.00%</u>	
Total Revenue	53.87	0.00	1,461.70	0.00	0.00	1,461.70	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	4,855.01	1,666.67	13,655.02	10,000.02	20,000.00	(6,344.98)	31.72%
Gain/Loss on Investment	3515	11.27	0.00	54.30	0.00	0.00	54.30	0.00%
Total Other Revenue		<u>4,866.28</u>	<u>1,666.67</u>	<u>13,709.32</u>	<u>10,000.02</u>	<u>20,000.00</u>	<u>(6,290.68)</u>	<u>31.45%</u>
Total Revenue		4,866.28	1,666.67	13,709.32	10,000.02	20,000.00	(6,290.68)	31.45%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Darien Area Dispatch Center
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 5,730.43	0.00	17,164.94	0.00	0.00	17,164.94	0.00%
Total Other Revenue	5,730.43	0.00	17,164.94	0.00	0.00	17,164.94	0.00%
DADC Revenue							
Dispatch Fee - Darien	3810 34,886.59	34,886.58	209,815.77	209,319.48	418,639.00	(208,823.23)	49.88%
Dispatch Fee - Lisle	3811 39,182.59	39,182.58	235,095.47	235,095.48	470,191.00	(235,095.53)	50.00%
Total DADC Revenue	74,069.18	74,069.16	444,911.24	444,414.96	888,830.00	(443,918.76)	49.94%
Total Revenue	79,799.61	74,069.16	462,076.18	444,414.96	888,830.00	(426,753.82)	48.01%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Seizures Fund
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	78.76	0.00	93.24	0.00	0.00	93.24	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	2,742.44	0.00	0.00	2,742.44	0.00%
Total Other Revenue		<u>78.76</u>	<u>0.00</u>	<u>2,835.68</u>	<u>0.00</u>	<u>0.00</u>	<u>2,835.68</u>	<u>0.00%</u>
Total Revenue		78.76	0.00	2,835.68	0.00	0.00	2,835.68	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Joint Use Facility Fund
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 (6.44)	0.00	0.00	0.00	0.00	0.00	0.00%
Total Other Revenue	(6.44)	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	(6.44)	0.00	0.00	0.00	0.00	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Road Improvement Fund
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue	.						
Interest Income	3510 264.76	0.00	527.86	0.00	0.00	527.86	0.00%
Total Other Revenue	264.76	0.00	527.86	0.00	0.00	527.86	0.00%
Total Revenue	264.76	0.00	527.86	0.00	0.00	527.86	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	180,000.00	77,500.00	199,794.00	(19,794.00)	9.90%
Total Taxes		0.00	0.00	180,000.00	77,500.00	199,794.00	(19,794.00)	9.91%
Other Revenue								
Interest Income	3510	10,024.75	1,250.00	41,995.69	7,500.00	15,000.00	26,995.69	(179.97)%
Total Other Revenue		10,024.75	1,250.00	41,995.69	7,500.00	15,000.00	26,995.69	(179.97)%
Total Revenue		10,024.75	1,250.00	221,995.69	85,000.00	214,794.00	7,201.69	(3.35)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Debt Service Fund
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 0.00	0.00	80,000.00	52,000.00	104,000.00	(24,000.00)	23.07%
Total Taxes	0.00	0.00	80,000.00	52,000.00	104,000.00	(24,000.00)	23.08%
Other Revenue							
Interest Income	3510 534.17	200.00	5,353.29	1,200.00	2,500.00	2,853.29	(114.13)%
Total Other Revenue	534.17	200.00	5,353.29	1,200.00	2,500.00	2,853.29	(114.13)%
Total Revenue	534.17	200.00	85,353.29	53,200.00	106,500.00	(21,146.71)	19.86%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Business District
General Fund
From 10/1/2009 Through 10/31/2009

	<u>• Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Revenue							
Other Revenue							
Rents	3561 (2,550.00)	17,562.50	83,625.00	105,375.00	210,750.00	(127,125.00)	60.32%
Taxes - Reimbursable	3564 0.00	166.67	0.00	1,000.02	2,000.00	(2,000.00)	100.00%
Maintenance - Reimbursable	3567 318.00	0.00	2,401.37	0.00	0.00	2,401.37	0.00%
Operations Revenue	3576 773.63	0.00	5,052.02	0.00	0.00	5,052.02	0.00%
Total Other Revenue	<u>(1,458.37)</u>	<u>17,729.17</u>	<u>91,078.39</u>	<u>106,375.02</u>	<u>212,750.00</u>	<u>(121,671.61)</u>	<u>57.19%</u>
Total Revenue	(1,458.37)	17,729.17	91,078.39	106,375.02	212,750.00	(121,671.61)	57.19%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	33,435.96	39,384.62	245,291.38	256,000.03	512,000.00	266,708.62	52.09%
Overtime	4030	1,337.96	250.00	2,996.54	1,500.00	3,000.00	3.46	0.11%
Total Salaries		34,773.92	39,634.62	248,287.92	257,500.03	515,000.00	266,712.08	51.79%
Benefits								
Social Security	4110	1,710.84	2,500.00	14,304.31	15,000.00	30,000.00	15,695.69	52.31%
Medicare	4111	558.71	666.67	3,670.85	4,000.02	8,000.00	4,329.15	54.11%
I.M.R.F.	4115	3,786.22	4,500.00	25,249.65	27,000.00	54,000.00	28,750.35	53.24%
Medical/Life Insurance	4120	6,171.26	6,666.67	33,181.76	40,000.02	80,000.00	46,818.24	58.52%
Supplemental Pensions	4135	1,516.23	2,100.00	11,124.62	12,600.00	25,200.00	14,075.38	55.85%
Total Benefits		13,743.26	16,433.34	87,531.19	98,600.04	197,200.00	109,668.81	55.61%
Materials and Supplies								
Dues and Subscriptions	4213	675.13	240.00	1,568.75	1,440.00	2,880.00	1,311.25	45.52%
Liability Insurance	4219	1,247.09	594.33	6,459.22	6,065.98	57,632.00	51,172.78	88.79%
Legal Notices	4221	(311.55)	708.33	2,297.16	4,249.98	8,500.00	6,202.84	72.97%
Maintenance - Building	4223	599.82	791.67	2,629.85	4,750.02	9,500.00	6,870.15	72.31%
Maintenance - Equipment	4225	(140.00)	875.00	3,834.13	5,250.00	10,500.00	6,665.87	63.48%
Maintenance - Grounds	4227	(47.35)	333.33	4,913.67	1,999.98	4,000.00	(913.67)	(22.84)%
Postage/Mailings	4233	0.00	500.00	1,175.44	3,000.00	6,000.00	4,824.56	80.40%
Printing and Forms	4235	3.90	291.67	1,285.74	1,750.02	4,500.00	3,214.26	71.42%
Public Relations	4239	(3,535.50)	2,600.00	15,605.96	18,800.01	40,800.00	25,194.04	61.75%
Rent - Equipment	4243	585.00	200.00	1,611.97	1,200.00	2,400.00	788.03	32.83%
Supplies - Office	4253	626.47	916.67	3,886.46	5,500.02	11,000.00	7,113.54	64.66%
Supplies - Operation	4255	0.00	0.00	305.98	0.00	0.00	(305.98)	0.00%
Supplies - Other	4257	234.47	375.00	1,646.93	2,250.00	4,500.00	2,853.07	63.40%
Training and Education	4263	0.00	(208.31)	130.00	2,500.04	2,500.00	2,370.00	94.80%
Travel/Meetings	4265	0.00	58.33	61.45	1,099.98	1,500.00	1,438.55	95.90%
Telephone	4267	(1,587.69)	5,058.33	14,927.41	30,349.98	60,700.00	45,772.59	75.40%
Uniforms	4269	0.00	0.00	212.93	0.00	275.00	62.07	22.57%
Utilities (Elec,Gas,Wtr,Sewer)	4271	(1.32)	166.67	523.17	1,000.02	2,000.00	1,476.83	73.84%
Vehicle (Gas and Oil)	4273	214.48	575.00	2,106.30	3,450.00	6,900.00	4,793.70	69.47%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
ESDA	4279	0.00	166.67	0.00	1,000.02	2,000.00	2,000.00	100.00%
Total Materials and Supplies		(1,437.05)	14,242.69	65,182.52	95,656.05	238,087.00	172,904.48	72.62%
Contractual								
Audit	4320	0.00	0.00	16,229.00	16,229.00	16,229.00	0.00	0.00%
Consulting/Professional	4325	89.05	7,787.50	18,453.21	46,725.00	93,450.00	74,996.79	80.25%
Consit/Prof Reimbursable	4328	682.41	0.00	682.41	0.00	0.00	(682.41)	0.00%
Contingency	4330	0.00	(3,333.31)	3,900.00	5,000.04	6,666.67	2,766.67	41.50%
Janitorial Service	4345	1,254.00	1,500.00	7,724.00	9,000.00	18,000.00	10,276.00	57.08%
Total Contractual		2,025.46	5,954.19	46,988.62	76,954.04	134,345.67	87,357.05	65.02%
Capital Outlay								
Equipment	4815	0.00	0.00	1,200.00	1,500.00	1,500.00	300.00	20.00%
Total Capital Outlay		0.00	0.00	1,200.00	1,500.00	1,500.00	300.00	20.00%
Total Expenditures		49,105.59	76,264.84	449,190.25	530,210.16	1,086,132.67	636,942.42	58.64%
Total		(49,105.59)	(76,264.84)	(449,190.25)	(530,210.16)	(1,086,132.67)	(636,942.42)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.08	20,775.00	21,372.48	42,745.00	21,970.00	51.39%
Total Salaries		3,562.50	3,562.08	20,775.00	21,372.48	42,745.00	21,970.00	51.40%
Benefits								
Social Security	4110	220.88	221.67	1,288.08	1,330.02	2,660.00	1,371.92	51.57%
Medicare	4111	51.67	51.67	301.32	310.02	620.00	318.68	51.40%
I.M.R.F.	4115	103.22	158.33	619.31	949.98	1,900.00	1,280.69	67.40%
Total Benefits		375.77	431.67	2,208.71	2,590.02	5,180.00	2,971.29	57.36%
Materials and Supplies								
Boards and Commissions	4205	39.25	250.00	117.75	1,500.00	3,000.00	2,882.25	96.07%
Cable Operations	4206	0.00	208.33	562.50	1,249.98	2,500.00	1,937.50	77.50%
Employee Recognition	4207	0.00	0.00	(75.00)	0.00	0.00	75.00	0.00%
Dues and Subscriptions	4213	0.00	33.33	0.00	199.98	400.00	400.00	100.00%
Liability Insurance	4219	(2,205.00)	4,166.67	6,495.00	9,952.66	59,858.00	53,363.00	89.14%
Public Relations	4239	0.00	675.00	10,794.49	6,550.00	13,600.00	2,805.51	20.62%
Training and Education	4263	0.00	(500.00)	0.00	0.00	0.00	0.00	0.00%
Travel/Meetings	4265	6.99	79.17	116.74	475.02	950.00	833.26	87.71%
Total Materials and Supplies		(2,158.76)	4,912.50	18,011.48	19,927.64	80,308.00	62,296.52	77.57%
Contractual								
Consulting/Professional	4325	(660.50)	2,666.67	25,813.75	16,000.02	32,000.00	6,186.25	19.33%
Trolley Contracts	4366	0.00	0.00	0.00	0.00	2,200.00	2,200.00	100.00%
Total Contractual		(660.50)	2,666.67	25,813.75	16,000.02	34,200.00	8,386.25	24.52%
Capital Outlay								
Equipment	4815	0.00	0.00	6,923.00	7,000.00	7,000.00	77.00	1.10%
Total Capital Outlay		0.00	0.00	6,923.00	7,000.00	7,000.00	77.00	1.10%
Total Expenditures		1,119.01	11,572.92	73,731.94	66,890.16	169,433.00	95,701.06	56.48%
Total		(1,119.01)	(11,572.92)	(73,731.94)	(66,890.16)	(169,433.00)	(95,701.06)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	18,373.78	19,846.16	126,795.27	129,000.04	258,000.00	131,204.73	50.85%
Overtime	4030	0.00	166.67	884.64	1,000.02	2,000.00	1,115.36	55.76%
Total Salaries		18,373.78	20,012.83	127,679.91	130,000.06	260,000.00	132,320.09	50.89%
Benefits								
Social Security	4110	1,162.66	1,225.00	7,759.70	7,350.00	14,700.00	6,940.30	47.21%
Medicare	4111	271.91	325.00	1,814.77	1,950.00	3,900.00	2,085.23	53.46%
I.M.R.F.	4115	1,904.34	2,200.00	12,649.13	13,200.00	26,400.00	13,750.87	52.08%
Medical/Life Insurance	4120	3,123.44	2,583.33	19,324.51	15,499.98	31,000.00	11,675.49	37.66%
Supplemental Pensions	4135	92.30	300.00	1,107.60	1,800.00	3,600.00	2,492.40	69.23%
Total Benefits		6,554.65	6,633.33	42,655.71	39,799.98	79,600.00	36,944.29	46.41%
Materials and Supplies								
Boards and Commissions	4205	0.00	191.67	608.00	1,150.02	2,300.00	1,692.00	73.56%
Dues and Subscriptions	4213	0.00	83.33	575.00	499.98	1,000.00	425.00	42.50%
Liability Insurance	4219	3,202.50	416.67	6,090.00	2,500.02	49,324.00	43,234.00	87.65%
Maintenance - Vehicles	4229	12.50	158.33	651.35	949.98	1,900.00	1,248.65	65.71%
Postage/Mailings	4233	0.00	0.00	660.00	0.00	0.00	(660.00)	0.00%
Printing and Forms	4235	2.20	273.33	2.20	1,639.98	3,280.00	3,277.80	99.93%
Supplies - Office	4253	0.00	50.00	17.27	300.00	600.00	582.73	97.12%
Training and Education	4263	0.00	208.33	0.00	1,249.98	1,300.00	1,300.00	100.00%
Travel/Meetings	4265	0.00	0.00	40.00	850.00	750.00	710.00	94.66%
Vehicle (Gas and Oil)	4273	124.55	175.00	1,048.16	1,050.00	2,100.00	1,051.84	50.08%
Total Materials and Supplies		3,341.75	1,556.66	9,691.98	10,189.96	62,554.00	52,862.02	84.51%
Contractual								
Consulting/Professional	4325	1,476.06	5,750.00	16,719.32	34,500.00	69,000.00	52,280.68	75.76%
Conslt/Prof Reimbursable	4328	4,544.25	5,333.33	36,625.69	31,999.98	64,000.00	27,374.31	42.77%
Total Contractual		6,020.31	11,083.33	53,345.01	66,499.98	133,000.00	79,654.99	59.89%
Total Expenditures		34,290.49	39,286.15	233,372.61	246,489.98	535,154.00	301,781.39	56.39%
Total		(34,290.49)	(39,286.15)	(233,372.61)	(246,489.98)	(535,154.00)	(301,781.39)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	40,082.46	35,069.24	228,118.74	227,950.06	455,900.00	227,781.26	49.96%
Overtime	4030	1,579.45	8,333.33	27,370.48	49,999.98	100,000.00	72,629.52	72.62%
Total Salaries		41,661.91	43,402.57	255,489.22	277,950.04	555,900.00	300,410.78	54.04%
Benefits								
Social Security	4110	4,028.30	4,000.00	24,424.14	26,000.00	52,000.00	27,575.86	53.03%
Medicare	4111	942.11	1,023.75	5,712.19	6,142.50	12,285.00	6,572.81	53.50%
I.M.R.F.	4115	5,397.58	6,391.67	37,027.82	38,350.02	76,700.00	39,672.18	51.72%
Medical/Life Insurance	4120	8,414.94	9,666.67	53,747.41	58,000.02	116,000.00	62,252.59	53.66%
Supplemental Pensions	4135	553.80	1,125.00	5,907.20	6,750.00	13,500.00	7,592.80	56.24%
Total Benefits		19,336.73	22,207.09	126,818.76	135,242.54	270,485.00	143,666.24	53.11%
Materials and Supplies								
Liability Insurance	4219	1,272.05	6,348.00	12,409.43	38,088.00	76,176.00	63,766.57	83.70%
Maintenance - Building	4223	647.79	704.17	11,010.49	24,225.02	45,950.00	34,939.51	76.03%
Maintenance - Equipment	4225	787.14	2,740.83	18,234.86	16,444.98	32,890.00	14,655.14	44.55%
Maintenance - Vehicles	4229	1,838.70	1,541.67	8,883.23	9,250.02	18,500.00	9,616.77	51.98%
Postage/Mailings	4233	15.80	70.83	455.80	424.98	850.00	394.20	46.37%
Rent - Equipment	4243	0.00	2,225.00	9,582.22	13,350.00	26,700.00	17,117.78	64.11%
Supplies - Office	4253	(34.55)	391.67	1,162.63	2,350.02	4,700.00	3,537.37	75.26%
Supplies - Other	4257	8,587.10	4,391.67	28,844.08	26,350.02	52,700.00	23,855.92	45.26%
Small Tools & Equipment	4259	64.00	395.83	1,633.14	2,374.98	4,750.00	3,116.86	65.61%
Training and Education	4263	655.00	564.58	936.00	3,387.48	2,075.00	1,139.00	54.89%
Uniforms	4269	(84.80)	487.50	1,233.92	2,925.00	5,400.00	4,166.08	77.14%
Utilities (Elec,Gas,Wtr,Sewer)	4271	57.54	279.17	270.17	1,675.02	3,350.00	3,079.83	91.93%
Vehicle (Gas and Oil)	4273	2,564.78	6,383.34	27,328.73	38,300.04	76,600.00	49,271.27	64.32%
Total Materials and Supplies		16,370.55	26,524.26	121,984.70	179,145.56	350,641.00	228,656.30	65.21%
Contractual								
Consulting/Professional	4325	6,878.03	7,166.67	18,081.29	43,000.02	76,000.00	57,918.71	76.20%
Const/Prof Reimbursable	4328	0.00	0.00	43.00	0.00	0.00	(43.00)	0.00%
Forestry	4350	19,600.75	9,396.67	36,365.73	56,380.02	109,260.00	72,894.27	66.71%
Street Light Oper & Maint.	4359	5,846.16	8,125.00	37,496.94	48,750.00	80,000.00	42,503.06	53.12%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Mosquito Abatement	4365	0.00	3,416.67	40,887.00	20,500.02	41,000.00	113.00	0.27%
Street Sweeping	4373	5,529.22	0.00	16,587.66	23,625.00	31,500.00	14,912.34	47.34%
Drainage Projects	4374	9,669.70	0.00	33,537.21	18,000.00	18,000.00	(15,537.21)	(86.31)%
Tree Trim/Removal	4375	(6,128.50)	0.00	4,192.80	0.00	10,800.00	6,607.20	61.17%
Total Contractual		41,395.36	28,105.01	187,191.63	210,255.06	366,560.00	179,368.37	48.93%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	60,636.43	0.00	0.00	(60,636.43)	0.00%
Capital Improvements	4810	0.00	0.00	450,000.00	460,000.00	460,000.00	10,000.00	2.17%
Equipment	4815	(68,420.24)	0.00	94,572.65	0.00	317,264.00	222,691.35	70.19%
Total Capital Outlay		(68,420.24)	0.00	605,209.08	460,000.00	777,264.00	172,054.92	22.14%
Total Expenditures		50,344.31	120,238.93	1,296,693.39	1,262,593.20	2,320,850.00	1,024,156.61	44.13%
Total		(50,344.31)	(120,238.93)	(1,296,693.39)	(1,262,593.20)	(2,320,850.00)	(1,024,156.61)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	36,461.62	33,852.95	232,174.43	242,804.77	464,918.00	232,743.57	50.06%
Salaries - Officers	4020	236,844.89	268,579.78	1,593,999.53	1,745,768.57	3,491,537.00	1,897,537.47	54.34%
Overtime	4030	39,492.75	42,518.67	288,394.07	255,112.02	510,224.00	221,829.93	43.47%
Total Salaries		312,799.26	344,951.40	2,114,568.03	2,243,685.36	4,466,679.00	2,352,110.97	52.66%
Benefits								
Social Security	4110	2,237.06	2,333.33	14,077.94	13,999.98	28,000.00	13,922.06	49.72%
Medicare	4111	3,564.79	4,333.33	23,739.00	25,999.98	52,000.00	28,261.00	54.34%
I.M.R.F.	4115	2,906.12	3,916.67	19,251.99	23,500.02	47,000.00	27,748.01	59.03%
Medical/Life Insurance	4120	38,594.93	31,000.00	205,644.11	186,000.00	372,000.00	166,355.89	44.71%
Police Pension	4130	31,296.36	74,778.00	917,259.04	924,778.00	939,778.00	22,518.96	2.39%
Supplemental Pensions	4135	1,753.70	4,700.00	21,736.65	28,200.00	56,400.00	34,663.35	61.45%
Total Benefits		80,352.96	121,061.33	1,201,708.73	1,202,477.98	1,495,178.00	293,469.27	19.63%
Materials and Supplies								
Animal Control	4201	75.00	166.67	545.00	1,000.02	2,000.00	1,455.00	72.75%
Auxiliary Police	4203	(522.04)	154.75	244.70	3,071.40	4,000.00	3,755.30	93.88%
Boards and Commissions	4205	1,022.00	1,833.33	2,629.00	10,999.98	22,000.00	19,371.00	88.05%
Dues and Subscriptions	4213	305.92	566.67	1,436.89	3,400.02	6,800.00	5,363.11	78.86%
Investigation and Equipment	4217	3,110.25	5,022.92	17,211.81	30,137.52	60,275.00	43,063.19	71.44%
Liability Insurance	4219	1,684.69	4,166.67	21,226.16	25,000.02	269,460.00	248,233.84	92.12%
Maintenance - Building	4223	(3,806.68)	(0.01)	11,707.87	33,166.64	40,600.00	28,892.13	71.16%
Maintenance - Equipment	4225	3,707.19	4,545.00	23,788.43	27,270.00	54,540.00	30,751.57	56.38%
Maintenance - Vehicles	4229	400.42	3,523.33	24,027.20	21,139.98	42,280.00	18,252.80	43.17%
Postage/Mailings	4233	(51.17)	350.00	911.30	2,100.00	4,200.00	3,288.70	78.30%
Printing and Forms	4235	89.50	416.67	1,997.97	2,500.02	5,000.00	3,002.03	60.04%
Public Relations	4239	1,107.98	458.33	3,957.31	2,749.98	5,500.00	1,542.69	28.04%
Rent - Equipment	4243	1,500.05	933.33	2,390.12	5,599.98	11,200.00	8,809.88	78.65%
Supplies - Office	4253	(162.74)	833.33	2,958.28	4,999.98	10,000.00	7,041.72	70.41%
Training and Education	4263	447.53	4,800.83	26,383.93	28,804.98	57,610.00	31,226.07	54.20%
Travel/Meetings	4265	311.84	579.17	5,137.78	8,725.02	17,450.00	12,312.22	70.55%
Telephone	4267	79.79	1,090.00	4,485.59	6,540.00	13,080.00	8,594.41	65.70%
Uniforms	4269	(96.45)	2,845.83	21,841.47	42,074.98	89,150.00	67,308.53	75.50%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	120.25	1,750.00	1,516.84	10,500.00	21,000.00	19,483.16	92.77%
Vehicle (Gas and Oil)	4273	7,016.55	11,000.00	45,606.91	66,000.00	132,000.00	86,393.09	65.44%
Total Materials and Supplies		16,339.88	45,036.82	220,004.56	335,780.52	868,145.00	648,140.44	74.66%
Contractual								
Consulting/Professional	4325	0.00	583.33	1,920.00	3,499.98	7,000.00	5,080.00	72.57%
Darien Area Dispatch	4335	34,886.59	35,052.00	209,815.77	210,312.00	420,624.00	210,808.23	50.11%
Dumeg/Fiat/Child Center	4337	0.00	583.33	7,000.00	3,499.98	7,000.00	0.00	0.00%
Contractual Services	4370	0.00	(11,000.00)	1,956.16	0.00	0.00	(1,956.16)	0.00%
Total Contractual		34,886.59	25,218.66	220,691.93	217,311.96	434,624.00	213,932.07	49.22%
Capital Outlay								
Equipment	4815	0.00	1,666.67	26,998.18	10,000.02	20,000.00	(6,998.18)	(34.99)%
Total Capital Outlay		0.00	1,666.67	26,998.18	10,000.02	20,000.00	(6,998.18)	(34.99)%
Total Expenditures		444,378.69	537,934.88	3,783,971.43	4,009,255.84	7,284,626.00	3,500,654.57	48.06%
Total		(444,378.69)	(537,934.88)	(3,783,971.43)	(4,009,255.84)	(7,284,626.00)	(3,500,654.57)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Business District
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	0.00	0.00	10,600.00	10,600.00	100.00%
Maintenance - Building	4223	0.00	416.67	0.00	2,500.02	5,000.00	5,000.00	100.00%
Maintenance - Equipment	4225	0.00	1,458.33	1,324.27	8,749.98	17,500.00	16,175.73	92.43%
Maintenance - Grounds	4227	0.00	2,855.83	15,246.68	17,134.98	34,270.00	19,023.32	55.51%
Maintenance - Laundromat Exp	4230	363.67	0.00	3,522.23	0.00	0.00	(3,522.23)	0.00%
Utilities (Elec, Gas, Wtr, Sewer)	4271	0.00	83.34	0.00	500.04	1,000.00	1,000.00	100.00%
Total Materials and Supplies		<u>363.67</u>	<u>4,814.17</u>	<u>20,093.18</u>	<u>28,885.02</u>	<u>68,370.00</u>	<u>48,276.82</u>	<u>70.61%</u>
Debt Service								
Debt Service - 2007A Bonds	4952	0.00	0.00	26,787.50	26,787.50	393,575.00	366,787.50	93.19%
Total Debt Service		<u>0.00</u>	<u>0.00</u>	<u>26,787.50</u>	<u>26,787.50</u>	<u>393,575.00</u>	<u>366,787.50</u>	<u>93.19%</u>
Total Expenditures		<u>363.67</u>	<u>4,814.17</u>	<u>46,880.68</u>	<u>55,672.52</u>	<u>461,945.00</u>	<u>415,064.32</u>	<u>89.85%</u>
Total		(363.67)	(4,814.17)	(46,880.68)	(55,672.52)	(461,945.00)	(415,064.32)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	40,557.70	34,153.86	270,330.35	249,500.09	474,000.00	203,669.65	42.96%
Overtime	4030	4,922.02	6,250.00	27,260.73	37,500.00	75,000.00	47,739.27	63.65%
Total Salaries		45,479.72	40,403.86	297,591.08	287,000.09	549,000.00	251,408.92	45.79%
Benefits								
Social Security	4110	2,735.35	2,317.58	17,982.64	17,421.46	32,700.00	14,717.36	45.00%
Medicare	4111	639.74	500.00	4,205.74	3,250.00	6,500.00	2,294.26	35.29%
I.M.R.F.	4115	4,990.07	4,583.33	22,015.31	27,499.98	55,000.00	32,984.69	59.97%
Medical/Life Insurance	4120	9,058.28	7,379.00	47,849.42	46,726.00	91,000.00	43,150.58	47.41%
Supplemental Pensions	4135	369.20	800.00	4,430.40	4,800.00	9,600.00	5,169.60	53.85%
Total Benefits		17,792.64	15,579.91	96,483.51	99,697.44	194,800.00	98,316.49	50.47%
Materials and Supplies								
Liability Insurance	4219	614.90	750.00	11,476.88	4,500.00	177,490.00	166,013.12	93.53%
Maintenance - Building	4223	2,759.32	2,439.00	14,884.43	14,634.00	29,268.00	14,383.57	49.14%
Maintenance - Equipment	4225	0.00	491.67	3,415.14	2,950.02	5,900.00	2,484.86	42.11%
Maintenance - Water System	4231	11,372.31	9,083.33	69,743.54	54,499.98	109,000.00	39,256.46	36.01%
Postage/Mailings	4233	0.00	702.08	367.47	4,212.48	8,425.00	8,057.53	95.63%
Quality Control	4241	0.00	2,194.42	(125.51)	13,166.52	26,333.00	26,458.51	100.47%
Service Charge	4251	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	124,999.96	49.99%
Supplies - Office	4253	0.00	0.00	40.30	0.00	0.00	(40.30)	0.00%
Supplies - Operation	4255	0.00	516.67	1,363.08	3,100.02	6,200.00	4,836.92	78.01%
Training and Education	4263	0.00	227.92	390.00	1,367.52	2,735.00	2,345.00	85.74%
Telephone	4267	0.00	846.67	2,765.25	5,080.02	10,160.00	7,394.75	72.78%
Uniforms	4269	64.80	325.83	970.84	1,954.98	3,910.00	2,939.16	75.17%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,705.25	2,916.67	21,575.79	17,500.02	35,000.00	13,424.21	38.35%
Vehicle (Gas and Oil)	4273	1,030.12	2,010.42	7,570.78	12,062.52	24,125.00	16,554.22	68.61%
Total Materials and Supplies		40,380.04	43,338.01	259,438.03	260,028.06	688,546.00	429,107.97	62.32%
Contractual								
Audit	4320	1,600.00	1,500.00	2,846.00	9,000.00	9,000.00	6,154.00	68.37%
Consulting/Professional	4325	981.50	1,404.17	4,116.25	8,425.02	16,850.00	12,733.75	75.57%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Leak Detection	4326	0.00	1,675.00	1,270.00	10,050.00	20,100.00	18,830.00	93.68%
Data Processing	4336	0.00	4,078.92	26,441.63	24,473.52	48,947.00	22,505.37	45.97%
DuPage Water Commission	4340	162,917.86	173,114.17	959,749.00	1,038,685.02	2,077,370.00	1,117,621.00	53.79%
Total Contractual		165,499.36	181,772.26	994,422.88	1,090,633.56	2,172,267.00	1,177,844.12	54.22%
Capital Outlay								
Equipment	4815	209.26	3,027.08	35,959.09	18,162.48	36,325.00	365.91	1.00%
Water Meter Purchases	4880	4,300.00	2,083.33	23,413.34	12,499.98	25,000.00	1,586.66	6.34%
Total Capital Outlay		4,509.26	5,110.41	59,372.43	30,662.46	61,325.00	1,952.57	3.18%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	77,814.38	78,000.00	305,178.00	227,363.62	74.50%
Total Debt Service		0.00	0.00	77,814.38	78,000.00	305,178.00	227,363.62	74.50%
Total Expenditures		273,661.02	286,204.45	1,785,122.31	1,846,021.61	3,971,116.00	2,185,993.69	55.05%
Total		(273,661.02)	(286,204.45)	(1,785,122.31)	(1,846,021.61)	(3,971,116.00)	(2,185,993.69)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 10/1/2009 Through 10/31/2009

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Expenditures								
Salaries								
Salaries	4010	24,583.34	24,583.34	147,500.04	147,500.04	295,000.00	147,499.96	49.99%
Total Salaries		<u>24,583.34</u>	<u>24,583.34</u>	<u>147,500.04</u>	<u>147,500.04</u>	<u>295,000.00</u>	<u>147,499.96</u>	<u>50.00%</u>
Materials and Supplies								
Road Material	4245	909.79	2,616.67	16,724.05	15,700.02	31,400.00	14,675.95	46.73%
Salt	4249	0.00	0.00	0.00	0.00	300,000.00	300,000.00	100.00%
Supplies - Other	4257	0.00	833.33	0.00	4,999.98	10,000.00	10,000.00	100.00%
Pavement Striping	4261	0.00	0.00	2,537.55	6,000.00	6,000.00	3,462.45	57.70%
Total Materials and Supplies		<u>909.79</u>	<u>3,450.00</u>	<u>19,261.60</u>	<u>26,700.00</u>	<u>347,400.00</u>	<u>328,138.40</u>	<u>94.46%</u>
Contractual								
Street Light Oper & Maint.	4359	(6,513.03)	0.00	(6,513.03)	0.00	0.00	6,513.03	0.00%
Total Contractual		<u>(6,513.03)</u>	<u>0.00</u>	<u>(6,513.03)</u>	<u>0.00</u>	<u>0.00</u>	<u>6,513.03</u>	<u>0.00%</u>
Total Expenditures		<u>18,980.10</u>	<u>28,033.34</u>	<u>160,248.61</u>	<u>174,200.04</u>	<u>642,400.00</u>	<u>482,151.39</u>	<u>75.05%</u>
Total		(18,980.10)	(28,033.34)	(160,248.61)	(174,200.04)	(642,400.00)	(482,151.39)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 10/1/2009 Through 10/31/2009

		<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	833.33	0.00	4,999.98	10,000.00	10,000.00	100.00%
Total Contractual		0.00	833.33	0.00	4,999.98	10,000.00	10,000.00	100.00%
Total Expenditures		0.00	833.33	0.00	4,999.98	10,000.00	10,000.00	100.00%
Total		0.00	(833.33)	0.00	(4,999.98)	(10,000.00)	(10,000.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 10/1/2009 Through 10/31/2009

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Expenditures							
Contractual							
Dumeg/Fiat/Child Center	4337	0.00	20,800.00	20,000.00	20,000.00	(800.00)	(4.00)%
Total Contractual	0.00	0.00	20,800.00	20,000.00	20,000.00	(800.00)	(4.00)%
Total Expenditures	0.00	0.00	20,800.00	20,000.00	20,000.00	(800.00)	(4.00)%
Total	0.00	0.00	(20,800.00)	(20,000.00)	(20,000.00)	800.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 10/1/2009 Through 10/31/2009

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Expenditures							
Capital Outlay							
Equipment	4815 64,162.00	48,670.00	65,110.00	80,000.00	80,000.00	14,890.00	18.61%
Total Capital Outlay	<u>64,162.00</u>	<u>48,670.00</u>	<u>65,110.00</u>	<u>80,000.00</u>	<u>80,000.00</u>	<u>14,890.00</u>	<u>18.61%</u>
Total Expenditures	<u>64,162.00</u>	<u>48,670.00</u>	<u>65,110.00</u>	<u>80,000.00</u>	<u>80,000.00</u>	<u>14,890.00</u>	<u>18.61%</u>
Total	(64,162.00)	(48,670.00)	(65,110.00)	(80,000.00)	(80,000.00)	(14,890.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	39,457.12	47,461.54	266,242.96	308,500.01	617,000.00	350,757.04	56.84%
Overtime	4030	3,301.94	8,333.33	37,067.51	49,999.98	100,000.00	62,932.49	62.93%
Total Salaries		42,759.06	55,794.87	303,310.47	358,499.99	717,000.00	413,689.53	57.70%
Benefits								
Social Security	4110	2,574.66	3,603.92	18,310.68	21,623.52	43,247.00	24,936.32	57.66%
Medicare	4111	602.15	842.83	4,283.51	5,056.98	10,114.00	5,830.49	57.64%
I.M.R.F.	4115	4,222.50	6,975.17	29,803.22	41,851.02	83,702.00	53,898.78	64.39%
Medical/Life Insurance	4120	7,440.61	4,224.33	40,587.24	25,345.98	50,692.00	10,104.76	19.93%
Supplemental Pensions	4135	276.90	900.00	3,322.80	5,400.00	10,800.00	7,477.20	69.23%
Total Benefits		15,116.82	16,546.25	96,307.45	99,277.50	198,555.00	102,247.55	51.50%
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	10.00	400.00	400.00	390.00	97.50%
Liability Insurance	4219	0.00	500.00	0.00	2,500.00	36,300.00	36,300.00	100.00%
Maintenance - Building	4223	192.00	83.33	192.00	499.98	1,000.00	808.00	80.80%
Maintenance - Equipment	4225	0.00	250.00	612.00	1,500.00	3,000.00	2,388.00	79.60%
Postage/Mailings	4233	(17.91)	0.00	7.83	0.00	50.00	42.17	84.34%
Rent - Equipment	4243	(0.05)	77.08	107.41	462.48	925.00	817.59	88.38%
Supplies - Office	4253	14.97	166.67	323.69	1,000.02	2,000.00	1,676.31	83.81%
Training and Education	4263	(836.00)	391.67	100.00	2,350.02	4,700.00	4,600.00	97.87%
Travel/Meetings	4265	(23.24)	41.67	60.13	250.02	500.00	439.87	87.97%
Telephone	4267	(99.23)	1,416.67	2,865.32	8,500.02	17,000.00	14,134.68	83.14%
Uniforms	4269	410.90	333.33	1,738.65	1,999.98	4,000.00	2,261.35	56.53%
Total Materials and Supplies		(358.56)	3,260.42	6,017.03	19,462.52	69,875.00	63,857.97	91.39%
Contractual								
Audit	4320	2,600.00	0.00	2,600.00	2,800.00	2,800.00	200.00	7.14%
Consulting/Professional	4325	0.00	333.33	0.00	1,999.98	4,000.00	4,000.00	100.00%
Data Processing	4336	(43.09)	716.67	3,056.68	4,300.02	8,600.00	5,543.32	64.45%
Maintenance Contracts	4362	0.00	333.33	0.00	1,999.98	4,000.00	4,000.00	100.00%
Total Contractual		2,556.91	1,383.33	5,656.68	11,099.98	19,400.00	13,743.32	70.84%
Capital Outlay								
Equipment	4815	0.00	333.33	0.00	1,999.98	4,000.00	4,000.00	100.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Capital Outlay	<u>0.00</u>	<u>333.33</u>	<u>0.00</u>	<u>1,999.98</u>	<u>4,000.00</u>	<u>4,000.00</u>	<u>100.00%</u>
Total Expenditures	<u>60,074.23</u>	<u>77,318.20</u>	<u>411,291.63</u>	<u>490,339.97</u>	<u>1,008,830.00</u>	<u>597,538.37</u>	<u>59.23%</u>
Total	(60,074.23)	(77,318.20)	(411,291.63)	(490,339.97)	(1,008,830.00)	(597,538.37)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Public Works, Streets
From 10/1/2009 Through 10/31/2009

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Ditch Projects	4376	25,790.15	0.00	735,231.95	855,500.00	855,500.00	120,268.05	14.05%
Sidewalk Replacement Program	4380	0.00	0.00	137,995.33	133,435.00	133,435.00	(4,560.33)	(3.41)%
Crack Seal Program	4382	219.95	0.00	32,351.55	48,000.00	48,000.00	15,648.45	32.60%
Curb & Gutter Replacement Prog	4383	0.00	0.00	188,424.60	193,625.00	193,625.00	5,200.40	2.68%
Street Reconstruction/Rehab	4855	228,365.18	0.00	668,084.36	1,150,000.00	1,150,000.00	481,915.64	41.90%
Total Capital Outlay		254,375.28	0.00	1,762,087.79	2,380,560.00	2,380,560.00	618,472.21	25.98%
Debt Service								
Debt Retire - Property	4945	0.00	0.00	42,978.27	42,396.88	199,794.00	156,815.73	78.48%
Total Debt Service		0.00	0.00	42,978.27	42,396.88	199,794.00	156,815.73	78.49%
Total Expenditures		254,375.28	0.00	1,805,066.06	2,422,956.88	2,580,354.00	775,287.94	30.05%
Total		(254,375.28)	0.00	(1,805,066.06)	(2,422,956.88)	(2,580,354.00)	(775,287.94)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Debt Service Fund
Debt Service Fund Expenditures
From 10/1/2009 Through 10/31/2009

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Expenditures								
Capital Outlay								
Street Reconstruction/Rehab	4855	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00%
Total Capital Outlay	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00%	
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	52,000.00	52,000.00	104,000.00	52,000.00	50.00%
Total Debt Service	0.00	0.00	52,000.00	52,000.00	104,000.00	52,000.00	50.00%	
Total Expenditures	0.00	0.00	452,000.00	452,000.00	504,000.00	52,000.00	10.32%	
Total	0.00	0.00	(452,000.00)	(452,000.00)	(504,000.00)	(52,000.00)	0.00%	

CITY OF DARIEN -- CASH RESERVES
October 31, 2009

FUND	FUND NAME	TOTAL
01	General Fund	\$ 2,439,870.58
02	Water Fund	\$ 440,337.64
03	MFT Fund	\$ (10,787.24)
05	Impact Fees Fund	\$ 12,560.09
10	Special Service Area Tax Fund	\$ 20,307.48
11	Drug Forfeiture Fund	\$ 7,208.61
12	Water Depreciation Fund	\$ 584,772.96
15	D.A.D.C. Fund	\$ 778,959.76
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 9,585.79
21	Road Improvement Fund	\$ 35,425.67
25	Capital Improvement Fund	\$ 1,094,856.60
35	Debt Service Fund	\$ 71,504.34
	TOTAL	\$ 5,484,628.15

Prior Month Cash Balance **\$ 5,185,611.47**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - .98%	\$ 8,701.78
Republic Bank Now Account - 1.45%	\$ 4,270,027.29
Republic Bank Operating Account	\$ 132,465.20
Republic Bank Payroll Account - Zero Balance Acct	\$ (10,012.26)
Illinois Funds Money Market Account - .093%	\$ 852.45
IMET Investment Fund - .57%	\$ 51,365.90
Republic Bank CD - 2.35% maturing 05/1/10	\$ 1,031,227.79
	<u>\$ 5,484,628.15</u>

AGENDA MEMO
City Council
Meeting Date: December 7, 2009

Issue Statement

- Consideration of a motion granting a waiver of the raffle license bond requirement for the Darien Woman's Club.

[BACKUP](#)

Background/History

- The Darien Woman's Club has applied for a Class B Raffle License for a raffle to be held every Friday during the month of February. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

Staff/Committee Recommendation

- It is recommended that the raffle license bond requirement for the Darien Woman's Club raffle be waived.

Alternate Consideration

- Not approve waiver.

Decision Mode

- This item will be placed on the December 7, 2009 City Council Agenda for formal consideration.

Darien
Woman's
Club 

Charity Fund, Inc.

November 20, 2009

Mayor Kathleen Weaver
Darien City Hall
1702 Plainfield Road
Darien, IL 60561

Re: Application for Raffle License and request for waiver of Raffle Bond Requirement

Dear Mayor and City Council:

The Darien Woman's Club Charity Fund Inc. will be sponsoring two community raffles this club year. Our first event will be coordinated with the Illinois Daily pick 3 evening lotto. Each ticket has a chance to win every day in February, depending on what numbers come up on the pick 3 evening draw.

~~The second event will be at our bowling benefit held on January 30, 2010 at the Willowbrook Lanes in Willowbrook. This will be a community event. We wish to hold a raffle at the event for a minimum number of prizes geared appropriately to the event and attendance. Content and pricing has yet to be determined by the committee, but will be kept below the value of the prizes we are hoping to receive from local businesses and sponsors. The raffle tickets will only be sold during the event, with the prizes distributed at the conclusion of bowling.~~

I am requesting a raffle license and waiver of the Raffle Bond requirement for both events. Our primary goals are to entertain and promote Darien, but at the same time we hope to raise funds to benefit local civic and charitable groups, as well as endow scholarships to area children and educational programs at the area schools. The Darien Woman's Club Charitable Fund Inc. is a 501(c) 3 organization and all proceeds from the raffle will benefit our community and it's families.

Sincerely,



Dorothy L. Daniele
Darien Woman's Club
VP Ways and Means

RECEIVED

NOV 25 2009

CITY CLERK'S OFFICE
CITY OF DARIEN

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: DARIEN WOMAN'S CLUB

ADDRESS: _____

RECEIVED

TELEPHONE NUMBER: 630-910-1218 FAX NUMBER: NONE NOV 25 2009

TYPE OF ORGANIZATION: CHARITABLE (501C3)
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

CITY CLERK'S OFFICE
CITY OF DARIEN

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

1) ANY PERSON WHO IS A MEMBER OF THE DARIEN WOMAN'S CLUB. 2) ALSO AT OUR BOWLING BENEFIT NIGHT JANUARY 30, 2010 AT WILLOW BROOK LAUNDS.

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

1) ANY TIME 2) JANUARY 30, 2010 AT BOWLING BENEFIT

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:

1) FEB 1 - FEB 28, 2010 2) JANUARY 30, 2010

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:

1) VARIOUS - DETERMINED BY PICK 3 EVENING LOTTO. 2) WILLOW BROOK LAUNDS, WILLOW BROOK, IL

I, DOROTHY DANIEL, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Dorothy J. Daniels
Presiding Officer

ATTEST:

Paula J. Banks
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO

City Council

Meeting Date: December 7, 2009

Issue Statement

Approval of an Ordinance amending the City's Title 7 Health and Sanitation Code- Chapter 4: Illicit Discharge Detection and Elimination. [ORDINANCE](#)

Background/History

In May 2009, the DuPage County Board adopted Ordinance OSM-002-09 Illicit Discharge Detection and Elimination Program (IDDE). (See Attachment labeled as [Exhibit A](#).) The adoption of the program is required by the National Pollutant Discharge Effluent System (NPDES) Stormwater Phase 2 permit and administered by the Environmental Protection Agency. The City of Darien is a partner-co permittee with DuPage County in respect to the NPDES. The goal of the program is to detect, prohibit and eliminate illicit discharges of pollutants into the storm sewer systems. The City is required to adopt the Ordinance to be in compliance with the co-permittee status.

Below are the Article highlights of the program as they relate to the City of Darien:

Administration and Enforcement of Ordinance - Articles 4 and 6

The DuPage County Director of Stormwater Management or successor position is charged with determining policy related to and directing the enforcement of the ordinance throughout the unincorporated sections of the County. City Staff has determined that the Director of Municipal Services would be the logical municipal officer for the City to administer and enforce the Ordinance within the corporate boundaries. The County will be responsible for sampling the storm sewer outfalls throughout the City, but enforcement of the Ordinance will remain with the City.

Community Participation – Article 4

The City has a choice to be a *Full Participant Community*, a *Partial-Participant Community* or a *Non-Participant Community*. The responsibility to investigate and trace illicit discharges to their source is the main difference between Full Participant and a Partial-Participant Community.

- Full Participant Community-the County would be responsible for sampling Stormwater discharges within the City to detect illicit discharge **and** to trace the discharge to its source if a pollutant is detected.
- Partial Participant Community-the City would have to perform the discharge tracing activities if notified of an illicit discharge by the County.
- Non-Participant Communities are required to establish an equivalent program to detect and trace illicit discharges.

Attached please find a survey labeled as [Attachment 1](#) that was prepared by a member of the Municipal

Engineers Committee. The results indicate that a majority of the local municipalities are recommending that they should be at a ***Full Participant*** status. City Staff recommends that the City become a Full Participant.

Discharge Prohibitions – Article 5

Article 5 of the IDDE ordinance defines illicit discharges. The Article provides two exceptions:

- Potable water reservoirs
- Swimming pool

Both have to be dechlorinated and be pH neutral when they are released into the storm sewer system. Dechlorinated means that the discharge has little to no free reactive chloride ions present that could kill natural organisms found in streams or lake.

The Article also list exemptions of the washing of vehicles by community organizations or the washing of cars by a car dealer with the cars parked on a display lot.

In addition, any existing connection to the storm sewer that would now be considered illicit would no longer be allowed to continue, even if it was permitted by the City when it was originally constructed, i.e. no “grandfathering” of existing connections is provided for. City Staff does not anticipate finding any of the abovementioned tye-ins.

Notice of Intent (NOI) – Article 6

All projects requiring the submission of a Notice of Intent (NOI) to the IEPA for the issuance of a NPDES Stormwater Permit will now have to submit a copy of the NOI to the County (if a Participating community) or the City (if Non-Participating).

Intergovernmental Agreements

An Intergovernmental Agreement is required and presented under a separate agenda memo dated for December 7, 2009. The term of the agreement would be the length of the NPDES permit cycle which is five (5) years and can be extended for further cycles with mutual agreement by both parties. This initial agreement will have a shorter duration as the term of the current NPDES permit has already begun and will expire in 2013.

Storm Sewer Atlas

All communities within the County are required to prepare a storm sewer atlas to aid in the detection and tracing of illicit discharges, regardless of the level of participation chosen. The City of Darien has completed a pencil line drawing of the existing storm sewer lines and creeks.

Coordination with City Code

The proposed IDDE Ordinance will not be effective within the City limits until passage by the DuPage County Board. The State’s Attorney assigned to this process for the County has determined that communities within the County can adopt the IDDE Ordinance by reference (with any appropriate local amendments) similar to the adoption of the DuPage County Stormwater and Floodplain Management Ordinance (City Code Chapter 6B-1-

2). A new City Code section will need to be added to adopt the IDDE regulations along with the local amendments. Staff is recommending that the IDDE be placed under Title 7-Health and Sanitation-Chapter 4 Illicit Discharge Detection and Elimination.

Committee/Staff Recommendation

The Public Works Street/Water Committee, the City Engineer, Christopher B. Burke Engineering, Ltd. and Staff recommend adoption of the ordinance as proposed.

Alternate Consideration

There are no alternate considerations.

Decision Mode

This item will be placed on the December 7, 2009 agenda for formal consideration by the City Council.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF DARIEN
TITLE 7, CHAPTER 4
ILLCIT DISCHARGE DETECTION AND ELIMINATION**

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

THIS 7th DAY OF DECEMBER, 2009

**Published in pamphlet form by authority
of the Mayor and City Council of the
City of Darien, DuPage County, Illinois,
This _____ day of _____,
2009.**

AN ORDINANCE AMENDING THE CITY CODE

OF THE CITY OF DARIEN
TITLE 7, CHAPTER 4
ILLCIT DISCHARGE DETECTION AND ELIMINATION

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

SECTION 1: That Title 7, Chapter 4, of the City Code of the City of Darien, entitled “ILLCIT DISCHARGE DETECTION AND ELIMINATION”, is hereby new in its entirety:

-

SECTION 2: 7-4-1: Adoption by reference- There is hereby adopted, for the purpose of establishing regulations and standards for the detection and elimination of illicit discharges into the storm drainage system throughout the city the "DuPage County Illicit Discharge Detection and Elimination Ordinance" (the “County Ordinance”) in effect on May 26, 2009, as the Illicit Discharge Detection Elimination Ordinance of the City, as if fully set forth in this chapter, and each and all of the regulations therein, including any and all amendments that may, from time to time, be adopted by the County of DuPage. Copies thereof shall be made available in the Department of Municipal Services.

7-4-2 NOTICE OF FULL PARTICIPATION.

This chapter shall serve as notice that the city has chosen to be a “Full Participant” as provided for within Section 16-31(1) of the County Ordinance with the County of DuPage for purposes of the enforcement of the County Ordinance within the city's territorial jurisdiction.

7-4-3 DELETIONS, MODIFICATIONS AND AMENDMENTS.

The following deletions, modifications and amendments to the County Ordinance shall be effective and applicable in the city:

(A) Sections 16-12. (Definitions) is amended by:

Deleting the definition for Committee in its entirety and replacing it with the words “The Stormwater Oversight Committee of the City”

Deleting the definition of Department in its entirety and replacing it with the words “The City’s Department of Municipal Services”

Deleting the definition of Director in its entirety and replacing it with the words “The City’s Director of Municipal Services”

Adding the definition of City to the list of definitions; “City. The City of Darien, Illinois”

(B) Section 16-31 (Participating Communities) is amended by:

Deleting the word “Department” in paragraphs 1b, 1c, and 1e and replacing it with the words “DuPage County

Stormwater Management Division”

(C) Section 16-33 (Duties of Director) is amended by:

Deleting the word “communities” in paragraph 3 and replacing it with the words “DuPage County Stormwater Management Committee”

(D) Section 16-34 (Representative Capacity) is amended by:

Deleting the word “County” and replacing it with the word “City”

(E) Section 16-42 (Prohibitions of Illicit Connections) is amended by:

Deleting the word “Department” in the last sentence of paragraph 5, and replacing it with the words “DuPage County Stormwater Management Division”

(F) Section 16-50 (Submission of Notice of Intent (NOI) to the Department) is amended by:

Deleting the word “Department” in paragraphs 1, 2, and 3, and replacing it with the words “DuPage County Stormwater Management Division”

(G) Section 16-56 (Compliance Monitoring) is amended by:

Deleting the word “Department” in paragraph 1b and replacing it with the words “DuPage County Stormwater Management Division”

(H) Section 16-62 (Notice to Correct Violations: Director May Take Action) is amended by:

Deleting the words “County of DuPage” in paragraph 2 and replacing it with the words “City of Darien”

(I) Section 16-86 (Right of Appeal) is amended by:

Deleting the words without substitution “Stormwater Committee of the DuPage County Board” in paragraph 1 and replacing it with the word “Committee”

Deleting the words “County Board” from paragraph 3 and 4 and replacing it with the words “City Council”.

SECTION 3: That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION 4: That this Ordinance shall be in full force and effect ten (10) days from and after passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this

7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 7th day of December, 2009.

KATHLEEN MOESLE WEAVER

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

O R D I N A N C E

OSM-002-09

ADOPTION OF CHAPTER 16 OF THE DUPAGE COUNTY CODE - DU PAGE COUNTY ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE

WHEREAS, the United States Congress has adopted the Clean Water Act and, thereafter, the Water Quality Act to combat water pollution; and

WHEREAS, the aforesaid Federal legislation authorized the establishment of the National Pollution Discharge Elimination System ("NPDES") permitting program, under which permitting is, generally, administered by the states; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") has issued a General National Pollution Discharge Elimination System Permit for Discharges from Small Municipal Separate Storm Sewer Systems ("Phase II") to the County of DuPage and several DuPage County municipalities (the "co-permittees"); and

WHEREAS, NPDES Permits require permittees to develop, adopt and implement an ordinance for the detection, prohibition and elimination of illicit discharges into the storm sewer systems of the permittees; and

WHEREAS, the Illinois General Assembly has authorized the County of DuPage to prevent the pollution of any stream or any body of water within the County by 55 ILCS 5/5-15015; and

WHEREAS, illicit discharges of pollutants into storm sewer systems is a significant source of water pollution to DuPage County streams and waterbodies; and

WHEREAS, the County has adopted the DuPage County Stormwater Management Plan (the "Plan"), pursuant to 55 ILCS 5/5-1062, which plan recognizes that improved water quality is an integral part of the proper management of storm and flood waters; and

WHEREAS, the DuPage County Stormwater Management Division has worked closely with the municipal engineers of the co-permittee municipalities to develop a program to detect, prohibit and eliminate illicit discharges into the storm sewer systems of the County and co-permittees in order to prevent water

pollution, and in particular, to comply with the requirements of their General NPDES Phase II permit; and

WHEREAS, the DuPage County Stormwater Management Division and the municipal engineers of the co-permittee municipalities have developed a program that includes public education, monitoring and tracing of illicit discharges and a proposed ordinance as the enforcement component thereof; and

WHEREAS, the proposed Illicit Discharge Detection and Elimination Ordinance has undergone a thirty (30) day agency, public and community review; and

WHEREAS, the proposed Illicit Discharge Detection and Elimination Ordinance is intended to reduce and, or, prevent the pollution of any stream or any body of water within the County, and to reduce and, or, prevent pollutants from entering the Waters of the United States; and

WHEREAS, improving water quality in the County, and reducing or eliminating the public's exposure to water-borne pollutants is in the best interests of the County and its residents; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommends approval of the Illicit Discharge Detection and Elimination Ordinance; and

WHEREAS, the Stormwater Management Planning Committee further recommends that the Illicit Discharge Detection and Elimination Ordinance be incorporated into Appendix F of the Plan as an amendment thereto; and

WHEREAS, the Stormwater Management Planning Committee further recommends that the Illicit Discharge Detection and Elimination Ordinance take effect upon adoption by the County Board.

NOW, THEREFORE, BE IT ORDAINED by the DuPage County Board, that the Illicit Discharge Detection and Elimination Ordinance is hereby adopted as attached; and

BE IT FURTHER ORDAINED by the DuPage County Board pursuant to authority granted to the County of DuPage by the Illinois General Assembly, the DuPage County Illicit Discharge Detection and Elimination Ordinance, Chapter 16 of the DuPage County Code shall become effective immediately upon approval; and

BE IT FURTHER ORDAINED that the County Clerk shall publish this Ordinance in the newspaper of general circulation in the County of DuPage.

Enacted and approved this ___ day of _____, 2009 at Wheaton, Illinois.

Robert J. Schillerstrom, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

*DuPage County
Illicit Discharge Detection and Elimination Ordinance*

COUNTY OF DUPAGE, ILLINOIS

ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE

**For Inclusion into Appendix F of the
DuPage County Stormwater Management Plan**

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ARTICLE 1. AUTHORITY AND PURPOSE.

Sec. 16-1. Statutory Authority.

1. This Ordinance shall be known, and may be cited, as the DuPage County Illicit Discharge Detection and Elimination Ordinance.
2. The DuPage County Stormwater Management Committee (the "Committee") and the DuPage County Board promulgate this Ordinance pursuant to their authority to adopt ordinances regulating the quality of all stormwater runoff channels, streams, and basins in DuPage County, in accordance with the adopted DuPage County Stormwater Management Plan (the "Plan"). The Plan represents the County's policy for management of stormwater quantity and quality. The statutory authority for this Ordinance is contained in 55 ILCS 5/ ¶¶ 5-1041, 5-1042, 5-1049, 5-1062, 5-1063, 5-1104, 5-12003, and 5-15001 *et seq.*; and 415 ILCS 5/43, and other applicable authority, all as amended from time to time.
3. As applicable, the municipalities within DuPage County may promulgate and enforce this Ordinance pursuant to 65 ILCS 5/1-2-1, 5/11-12-12, 11-30-2, 11-30-8, and 5/11-31-2 and such other authority as applicable to those communities.

Sec. 16-2. Purposes of this Ordinance.

1. The purpose of this Ordinance is to ensure the health, safety, and general welfare of the citizens of DuPage County, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-stormwater discharges to the storm drainage system. This Ordinance establishes methods for controlling the introduction of discharges other than those occurring as a direct result of precipitation and, or, snow melt into the municipal separate storm sewer system (MS4) and the storm drainage system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II permit process. Other purposes of this Ordinance include:
 - a. To regulate the contribution of pollutants to the MS4 and the storm drainage system by non-stormwater discharges; and
 - b. To prohibit illicit connections and discharges to the MS4 and the storm drainage system.
2. The purposes of this Ordinance are consistent with the Plan and advance the following objectives of the Plan:
 - a. Protect and enhance the quality, quantity, and availability of surface and

groundwater resources.

- b. Preserve and enhance existing aquatic and riparian environments and encourage restoration of degraded areas.
 - c. Promote equitable, acceptable, and legal measures for stormwater management.
3. The purposes of this Ordinance shall be implemented by its provisions.

Sec. 16-3. through 16-10. Reserved.

ARTICLE 2. DEFINITIONS.

Sec. 16-11. Interpretation of Terms and Words.

For the purposes of this Ordinance, the terms and words used herein shall be interpreted as follows:

1. Words used in the present tense include the future tense; and
2. Words used in the singular number include the plural number and words used in the plural number include the singular number; and
3. The words “shall”, “will”, and “must” are mandatory, not permissive; and
4. The phrase “Director” refers to the individual responsible for the enforcement.

Sec. 16-12. Definitions.

For the purposes of this Ordinance, the following words and terms shall have the meanings set forth except where otherwise specifically indicated. Words and terms not defined shall have the meanings indicated by common dictionary definition.

Building. A structure that is constructed or erected partially or wholly above ground and is enclosed by walls and a roof. The term “building” includes manufactured homes and includes both the above-ground and the below-ground portions of the structure.

Clean Water Act (CWA). The Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), and any subsequent amendments thereto.

Committee. The Stormwater Management Committee of the DuPage County Board,

authorized by 55 ILCS 5/5-1062.

Community. Any municipality, or the unincorporated County, within DuPage County acting as a unit of local government.

County. The County of DuPage, Illinois.

Department. The DuPage County Stormwater Management Division or successor agency.

Director. The DuPage County Director of Stormwater Management or successor position or his or her designee.

Drain. Piping and appurtenances for conveying a fluid.

Facility. Something that is built, installed, or established to serve a particular purpose.

Hazardous Materials. Any material which may cause, or significantly contribute to, a substantial hazard to human health, safety, property, or the environment.

Illicit Connections. An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface that allows an illicit discharge to enter the storm drainage system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drainage system and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the community or,
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system that has not been documented in plans, maps, or equivalent records and approved by the community.

Illicit Discharge. Any direct or indirect non-storm water discharge to the storm drainage system, except as exempted in Section 16-41.3 of this Ordinance.

Industrial Activity. Activities subject to an industrial NPDES stormwater permit, as defined in 40 CFR, Section 122.26 (b)(14).

Line. A hollow conduit through which fluids are transported between two or more points.

Municipal Separate Storm Sewer System (MS4). A conveyance or system of conveyances (including but not limited to sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm

sewers) owned or operated by a governmental entity and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) Permit. A permit issued by Illinois Environmental Protection Agency (IEPA) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Stormwater Discharge. Any discharge to the storm drainage system that is not the direct result of precipitation and, or, snow melt in the tributary drainage basin.

Notice of Intent (NOI). Illinois Environmental Protection Agency Notice of Intent to participate in coverage under the General Permit to Discharge Storm Water Associated with Industrial Activity.

Parcel. Contiguous land under single ownership or control.

Person. Any individual, association, partnership, public or private corporation, municipality, political subdivision, government agency, or any other legal entity, including heirs, successors, agents, officers, and assigns of such entity.

pH Neutral. pH value between 6.5 and 9.0 Standard Units.

Plan. The DuPage County Stormwater Management Plan, adopted by the DuPage County Board in September 1989, as amended from time to time.

Pollutant. Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, wastewater, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Runoff. The waters derived from precipitation and, or, melting snow within a tributary drainage basin that exceeds the infiltration capacity of that basin.

Sewage. Polluted stormwater, wastewater, or other refuse liquids usually conveyed by sewers.

Sewer. An artificial conduit to carry off sewage and, or, surface water (as from rainfall), including sanitation, stormwater, and, or, combined sewers.

Sewerage. A system of sewers and appurtenances for the collection, transportation, pumping, and treatment of sewage.

Storm Drainage System. A facility by which stormwater is collected and, or, conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage from any form of natural precipitation, and resulting from such precipitation.

Structure. Anything that is erected or constructed. The term “structure” includes, without limitation: buildings, manufactured homes, tanks, dams, sewers, constructed channels, outfalls, parking lots, driveways, roads, sidewalks, and concrete patios.

Wastewater. Water that has been used and is not for reuse unless treated by a wastewater treatment facility.

Waters of the United States. As defined in the CWA, “Waters of the United States” applies only to surface waters, rivers, lakes, estuaries, coastal waters, and wetlands. Not all surface waters are legally “Waters of the United States.” Generally, those waters include the following:

- All interstate waters;
- Intrastate waters used in interstate and, or, foreign commerce;
- Tributaries of the above;
- Territorial seas at the cyclical high tide mark; and
- Wetlands adjacent to all the above.

Sec. 16-13. through 16-20. Reserved.

ARTICLE 3. GENERAL PROVISIONS.

Sec. 16-21. Applicability.

This Ordinance shall apply to all water entering the storm drainage system from any developed or undeveloped lands within the jurisdiction of the Department, unless explicitly exempted by Section 16-41.3 of this Ordinance, including any amendments or revisions thereto.

Sec. 16-22. Interpretation.

1. The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, prosperity, and general welfare and the environment of the residents of the County, and to effectuate the purposes of this Ordinance and enabling legislation.
2. Where the conditions imposed by any provision of this Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other applicable statute, law, ordinance, regulation, or rule, the provision that is most restrictive or imposes the higher standards or requirements shall apply.
3. The provisions of this Ordinance shall be interpreted to be cumulative of, and to impose limitations in addition to, all other ordinances, laws, codes, and regulations, in existence or which may be passed governing any subject matter of this chapter. To the greatest extent possible, the provisions of this Ordinance shall be construed to be consistent with, and not in conflict with, the provisions of such other ordinances, laws, codes, and regulations, and with each other, to the end that all such provisions may be given their fullest application.

Sec. 16-23. through 16-30. Reserved.

ARTICLE 4. ADMINISTRATION.

Sec. 16-31. Participating Communities.

Participating communities within DuPage County shall promulgate and enforce this Ordinance in accordance with the following participation levels. Participation levels shall be established through the adoption of inter-governmental agreements.

1. Duties of a Full Participant community include:
 - a. Completion of an inter-governmental agreement for full participation in the Illicit Discharge Detection and Elimination Program.
 - b. Provide the Department with a current storm sewer atlas. An updated storm sewer atlas shall be provided to the Department annually.
 - c. Provide assistance to the Department in acquiring access to the storm drainage system as mutually deemed necessary.
 - d. Provide timely prosecution of persons found to be in violation of this Ordinance when necessary per Article 8 of this Ordinance.

- e. Provide the Department with documentation of any enforcement action or prosecution from the previous one (1) year for inclusion in the IEPA Annual Facility Inspection Report.

2. Duties of a Partial Participant community include:

- a. Completion of an inter-governmental agreement for partial participation in the Illicit Discharge Detection and Elimination Program.
- b. Provide the Department with a current storm sewer atlas. An updated storm sewer atlas shall be provided to the Department annually.
- c. Tracing discharges to their source when the Department determines that an illicit discharge has been located within the jurisdiction of the community.
- d. Provide timely prosecution of persons found to be in violation of this Ordinance when necessary per Article 8 of this Ordinance.
- e. Provide the Department with documentation of any enforcement action or prosecution from the previous one (1) year for inclusion in the IEPA Annual Facility Inspection Report.

3. Duties of a Non-Participant community include:

- a. Responsible for developing and implementing an Illicit Discharge Detection and Elimination Program to ensure compliance with the IEPA NPDES regulations within municipal limits on its own behalf.
- b. If an inter-governmental agreement is not submitted to the County for partial or full participation, the community will be designated as a non-participant.

Sec. 16-32. Responsibility for Administration.

The Department shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted or duties imposed upon the Department may be delegated in writing by the Director to persons or entities acting in the beneficial interest, or in the employ of, the Department as representatives, contractors, designees and, or, assigns.

Sec. 16-33. Duties of Director.

The duties and functions of the Director shall include:

1. Determining policy related to and directing the enforcement of this Ordinance, as applicable;
2. Supervising the execution of this Ordinance; and
3. Notifying the communities, and the IEPA, of any amendments to this Ordinance.

Sec. 16-34. Representative Capacity.

In all cases when any action is taken by the Director, or his or her duly appointed designee, to enforce the provisions of this Ordinance, such action shall be taken in the name of and on behalf of the County, and neither the Director nor his or her designee, in so acting for the County shall be rendered personally liable.

Sec. 16-35. through 16-40. Reserved.

ARTICLE 5. DISCHARGE PROHIBITIONS.

Sec. 16-41. Prohibition of Illicit Discharges.

1. No person shall place, drain, or otherwise discharge, cause, or allow others under their control to place, drain, or otherwise discharge into the storm drainage system or MS4 any pollutants or waters containing any pollutants, other than normal storm water unless specifically exempted in Section 16-41.3 of this Ordinance.
2. The following discharges into the MS4 or the storm drainage system shall be prohibited:
 - a. Discharges that are not a direct result of precipitation and, or, snow melt within the drainage area of the MS4.
 - b. Discharges from an illicit connection.
3. The following discharges are exempt from discharge prohibitions established herein provided they do not cause an adverse effect on water quality as determined by the Director:
 - a. Discharges caused by governmental public works and stormwater management units as part of their standard operations in compliance with all applicable regulations.

- b. Discharges required by law or authorized by permit, including any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the USEPA and, or, IEPA.
- c. Water line and fire hydrant flushing.
- d. Landscape irrigation water.
- e. Rising ground waters.
- f. Ground water infiltration.
- g. Pumped ground water.
- h. Discharges from potable water sources.
- i. Foundation drains.
- j. Air conditioning condensate.
- k. Irrigation water (except for wastewater irrigation).
- l. Springs.
- m. Water from crawl space pumps.
- n. Footing drains.
- o. Storm sewer cleaning water.
- p. Water from any outdoor residential, charitable, or automobile dealership premise car wash.
- q. Routine external building washdown which does not use detergents.
- r. Flows from riparian habitats and wetlands.
- s. Dechlorinated pH neutral swimming pool discharges.
- t. Residual street wash water.
- u. Discharges or flows from fire fighting activities.
- v. Dechlorinated water reservoir discharges.

- w. Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
- x. Discharges associated with dye testing of water line, sanitary sewers, storm sewers, private drains or septic systems; however, this activity shall not take place until the discharger, or tester, has provided notification to the Department at least two (2) full business days prior to the test date, unless an emergency situation does not allow time for such notification.
- y. Other discharges approved by the Department as being substantially like any of the discharge types enumerated in Section 16-41.3 of this Ordinance.

Sec. 16-42. Prohibition of Illicit Connections.

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drainage system or MS4 is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the storm drainage system or MS4, or allows such a connection to continue.
4. Connections in violation of this Ordinance must be disconnected and redirected, if necessary, to an approved wastewater management system or the sanitary sewer system upon approval of the Department and the appropriate sanitary treatment facility.
5. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system or MS4, shall be located by the owner or occupant of that property upon receipt of written Notice of Violation from the Department requiring that such locating be completed. Such notice shall specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, MS4, sanitary sewer system, or other discharge point be identified. Results of these investigations are to be documented and provided to the Department.

Sec. 16-43. through 16-49. Reserved.

ARTICLE 6. INDUSTRIAL ACTIVITY DISCHARGES.

Sec. 16-50. Submission of Notice of Intent (NOI) to the Department.

1. Any person operating a facility subject to the IEPA's General Permit to Discharge Storm Water Associated with Industrial Activity shall submit a copy of the Notice of Intent (NOI) to the Department at the same time the operator submits the original Notice of Intent to the IEPA as applicable.
2. The copy of the Notice of Intent may be delivered to the Department either in person or by mailing it to:

Notice of Intent to Discharge Stormwater
DuPage County Stormwater Management Division
421 North County Farm Road
Wheaton, IL 60187

3. A person commits an offense if the person operates a facility that is discharging stormwater associated with industrial activity without having submitted a copy of the Notice of Intent to do so to the Department.

Sec. 16-51. through 16-55. Reserved.

ARTICLE 7. COMPLIANCE MONITORING.

Sec. 16-56. Notification of Spills.

1. Notwithstanding other requirements of law, as soon as any person owning, leasing or exercising control over a property, or responsible for emergency response for a property, has information of any known or suspected spill of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 or the storm drainage system, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such spill.
 - a. In the event of such a spill, said person shall immediately notify local emergency dispatch services and act in accordance with Illinois Emergency Management Agency (IEMA) and IEPA regulations.
 - b. Said person shall notify the Department of the spill in person or by phone, facsimile, or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Department within three (3) business days of the phone

notice.

- c. If the spill emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the spill and the actions taken to prevent its recurrence. Such records shall be retained for at least five (5) years.
2. Proper notice, including containment and cleanup as outlined in Section 16-56.1, shall exempt the notifying parties from applicable fines set forth in Section 16-66.
3. Failure to provide notification of a release as provided above is a violation of this Ordinance.
4. Notwithstanding the language of paragraph 2 of this provision, a party causing a spill that contaminates or harms a storm sewer system shall not be relieved of liability for damages resulting from such act.

Sec. 16-57. through 16-60. Reserved.

ARTICLE 8. VIOLATIONS, ENFORCEMENT, AND PENALTIES.

Sec. 16-61. Enforcement: Violations.

1. The Director shall have primary responsibility for the enforcement of the provisions of this Ordinance. The County may enter into agreements with other governmental units for the purpose of implementing this Ordinance.
2. A person violates this Ordinance when that person:
 - a. Performs any act expressly prohibited by any provision of this Ordinance; or
 - b. Disobeys, neglects, or fails to carry out or comply with any provision of this Ordinance or of any order or notice issued by the Director; or
 - c. Allows any condition or act that violates any provision of this Ordinance to continue unabated on property owned, leased, managed, or under the control of such person; or
 - d. Directs, orders, permits, or allows a second person to do any act expressly prohibited by any provision of this Ordinance, or to maintain or continue unabated any condition or act that violates any provision of this Ordinance on property owned, leased, managed or under the control of the first person.

Sec. 16-62. Notice to Correct Violations: Director May Take Action.

1. The Director may issue a Notice of Violation ordering a person to take action to achieve compliance with the provisions of this Ordinance and, or, to cease and desist from any action conducted in violation of this Ordinance. Failure to comply with the terms and conditions of a Notice of Violation and, or, order to cease and desist shall constitute a violation of this Ordinance.
 - a. The Director shall set forth the form and content of any notices issued under this Ordinance.
 - b. The Director may issue a Warning of Violation ordering a person to take action to achieve compliance with the provisions of this Ordinance. If a person fails to comply with the terms and conditions of a warning, the Director may, thereafter, issue a Notice of Violation.
 - c. The Director may issue a Warning of Violation and disburse educational materials outlining appropriate measures to minimize the discharge of pollutants.
2. If a person fails to comply with an order issued under this section, the Director may direct the appropriate legal counsel to commence any legal proceeding authorized by this Ordinance, under the law or equity, necessary to enforce any provision of this Ordinance and, or, to protect public health and safety. Any legal action brought under this Ordinance shall be in the name of the County of DuPage.

Sec. 16-63. Emergency Cease and Desist Orders.

1. The Department may obtain an emergency order in the event of the following:
 - a. Any person has violated, or continues to violate, any provision of this Ordinance or any order issued hereunder, or that the person's past violations are likely to recur; and
 - b. That the person's violation has caused or contributed to an actual or threatened discharge to the MS4 or storm drainage system and an imminent threat of violation is present.
2. The Department may issue the emergency order to the violator directing that the violator:
 - a. Immediately cease and desist all such violations;
 - b. Immediately comply with all Ordinance requirements; and

- c. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and, or, terminating the discharge.
3. Any person notified of an emergency order under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the Department may take such steps as deemed necessary to prevent or minimize harm to the MS4, storm drainage system, or Waters of the United States, and, or, endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The Department may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the Department that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this Ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the Department within fifteen (15) days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

Sec. 16-64. Violations Deemed a Public Nuisance.

Any condition caused or permitted to exist in violation of any provision of this Ordinance shall constitute a threat to public health and safety and is declared and deemed a public nuisance.

Sec.16-65. Nuisance Abatement.

Whenever a nuisance shall be found to exist on any premise, the Director may order such nuisance to be abated upon determination that the nuisance constitutes a threat to public health or safety.

1. In the event of an emergency situation, as determined by the Director, involving an immediate threat to public health and safety, the Director may direct legal counsel to immediately commence any legal or equitable proceeding necessary to restrain, abate, and, or, remedy said situation. The Director may take such action without having to first issue a Notice of Violation to the person(s) having control of, or acting as agent for, such premise where the nuisance is located, or, waiting for such person(s) to abate or remove such nuisance as previously ordered by the Director.
2. In all other cases, the Director may notify, in writing, the person(s) having control of, or acting as agent for, such premise where the nuisance is located and directing such person(s) to abate or remove such nuisance within such time as is stated on the notice.

Upon the failure or refusal of such person(s) to comply with the notice, the Director may direct that appropriate proceeding commence to compel the abatement, or removal, of such a nuisance in any manner allowed by law, equity, or this Ordinance and, or, authorizing the Department to act to abate, or remove, such nuisance. The person(s) having control of such premises, in addition to the other remedies provided by this Ordinance, shall be liable to the Department for any costs incurred by the Department to effect such abatement, or removal, including reasonable attorney's fees and other costs of enforcement, to be recovered by a court of competent jurisdiction.

Sec. 16-66. Fines.

Any person violating any provision of this Ordinance shall be guilty of a petty offense. Such violation shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) each day, or any portion of a day, during which such violation is committed, continued, or permitted shall constitute a separate offense and shall be punishable as such.

Sec. 16-67. Remedies Not Exclusive.

The remedies listed in this Ordinance are not exclusive of any other remedy available under this Ordinance or under any applicable Federal, State, or local law and do not supersede or limit, any and all other penalties provided by law. The Director may seek, at his discretion, cumulative remedies.

Sec. 16-68. through 16-75. Reserved.

ARTICLE 9. SUSPENSION OF MS4 ACCESS.

Sec. 16-76. Suspension of MS4 Access Due to Detection of Illicit Discharges.

1. Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Department shall notify a violator of the proposed termination of its MS4 access. The violator may petition the Department for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the Department.
2. In emergency situations, the Department may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, storm

drainage system, or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Department may take such steps as deemed necessary to prevent or minimize damage to the MS4, storm drainage system, or Waters of the United States, or to minimize danger to public health and safety. The Department shall obtain an emergency court order authorizing such termination.

Sec. 16-77. through 16-85. Reserved.

ARTICLE 10. APPEALS.

Sec. 16-86. Right to Appeal.

1. Every request for an appeal shall be made, in writing, to the Director. The Director may delegate the hearing of appeals to the Stormwater Committee of the DuPage County Board in the manner provided for below.
2. Any person aggrieved by any decision, ruling, or determination by the Director, or by any interpretation or application of any provision of this Ordinance may appeal such matter. An appeal of any decision made by the Director shall be made within seven (7) days of the decision contested, excepting an appeal involving the assessment charge or calculation of any fine or penalty in which cases which an appeal shall be brought before said amount becomes thirty (30) days past due.
 - a. The appeal procedure shall commence when the person aggrieved notifies the Director, in writing, of the intent to appeal the decision of the Director. Such notice shall contain a short, clear, statement stating the following:
 - i. Identifying the decision of the Director which such person is appealing and how this Ordinance has been misread, misinterpreted, or misapplied in this instance and, or, any mistakes of fact the aggrieved believes the Director to have relied upon.
 - ii. The name and both a mailing address and a telephone number of the person making the request, which contact information shall be used for giving notices related to the appeal. The person making the request shall attach all written materials on which he or she intends to rely upon in support of the request.
 - b. The Director may, without conducting a hearing, grant relief sought by the appeal, or may set the matter over for a hearing in the manner provided in Section 16-86.2.c.
 - c. Upon receipt of such Notice of Appeal, if relief is not granted by the Director

in accordance with Section 16-86.2.b of this Ordinance, the Director shall set a date for a hearing. Such hearing shall take place no fewer than fourteen (14) days nor more than thirty (30) days from the date that the Director receives such Notice of Appeal unless the Director and party requesting the hearing agree to a different schedule. The Director shall notify the person making the appeal of the date of such hearing.

- d. At the hearing the person making the appeal may appear in person or represented by counsel, or submit his case in writing. The decision concerning the appeal shall be in writing, shall be communicated to the person making the appeal, and shall state a finding upon which the decision is based.
3. The Stormwater Committee shall have the authority to reverse, modify, or affirm any decision, ruling, or determination by the Director made pursuant to this Ordinance upon appeal. The Stormwater Committee shall not act in a manner that would violate or in any way conflict with any Federal or State standard or requirement. The Committee or County Board may adopt such additional rules and procedures, as it deems appropriate for performing such matters.
4. The decision of the Committee may be appealed to the County Board in accord with the County Board Rules.

Sec. 16-87. Enforcement Measures after Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within seven (7) days of the decision of the Director or Committee upholding the decision of the Department, then representatives of the Department are authorized to take any and all measures necessary to abate the violation and, or, restore the property. In no case shall an appeal stay or bar the County from commencing a legal action seeking emergency relief.

Sec. 16-88. through 16-95. Reserved.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

Sec. 16-96. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Sec. 16-97. Most Restrictive Provisions Apply.

1. The provisions of this Ordinance shall be interpreted to be cumulative of, and to impose limitations in addition to, all other ordinances, laws, codes, and regulations in existence or which may be passed governing any subject matter of this Ordinance. To the greatest extent possible, the provisions of this Ordinance shall be construed to be consistent with, and not in conflict with, the provisions of such other ordinances, laws, codes, and regulations, and with each other, to the end that all such provisions may be given their fullest application.
2. This Ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. Where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 16-98. Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

Sec. 16-99. Amendments.

This Ordinance may be amended in accordance with the adopted rules of the DuPage County Board.

Sec. 16-100. Effective Date.

This Ordinance shall take effect for all purposes, and its effective date shall be,
_____.

Sec. 16-101. through 16-110. Reserved.

<u>Survey - Municipal Participation in DuPage County IDDE Program (as of 06/04/09)</u>				
<u>Community</u>	<u>Contact</u>	<u>Full (*)</u>	<u>Partial</u>	<u>Non</u>
Addison (1)	Rick Federighi			X
Bloomingtondale	Michael Marchi	X		
Burr Ridge	Paul May	X		
Carol Stream	Al Turner	X		
Darien	Dan Gombac	X		
Glen Ellyn	Joe Caracci	X		
Glendale Heights	Marty Olson	X		
Hanover Park	William Beckman	X		
Lisle	Jason Elias	X		
Lombard	Carl Goldsmith	X		
Oak Brook	Mike Hullivan	X		
Oakbrook Terrace	Craig Ward	X		
Roselle	Mike Higgins	X		
St. Charles (2)	Mark Koenen	<i>NA - KANE COUNTY</i>		X
Villa Park	Vydas Juskelis	X		
Warrenville	John Coakley	X		
Wheaton	Vince Laoang	X		
Willowbrook	Tim Halik	X		
Winfield	Tye Loomis	X		
Woodridge	Chris Bethel	X		
Footnotes				
(*) most communities have indicated that full participation is a recommendation and that additional discussion is pending with their Manager/Administrator and/or Village Board				
(1) Addison has an existing IDDE program and local ordinance already submitted to IEPA/USEPA				
(2) St. Charles will be participating under options offered by Kane County				

AGENDA MEMO

City Council

December 7, 2009

Issue Statement

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the County of DuPage for the Illicit Discharge Detection and Elimination Program (IDDE). [**RESOLUTION**](#)

Background/History

The Intergovernmental Agreement with the County of DuPage requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from municipal storm sewer systems to the maximum extent practicable. The goal is to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations. The City of Darien is a partner (co-permittee) with the County of DuPage and is required under the DuPage County Storm Water Ordinance to administer and implement policies under the National Pollutant Discharge Effluent System (NPDES).

The intergovernmental agreement allows DuPage County to provide the following at their expense:

- Manpower
- Equipment
- Monitoring
- Reporting Requirements

The City of Darien is responsible for the following if an illicit discharge is identified:

- Enforcement
- Updating Storm Water Atlas
- Provide County Access to Storm Water Infrastructure
- Provide County with Follow Ups

The proposed agreement will expire on March 31, 2013 and will be entertained as an extension through a future agenda memo. Staff does not anticipate any additional costs to implement the program.

Committee/Staff Recommendation

The Public Works Street/Water Committee, Christopher B. Burke Engineering and Staff recommend signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution would require the City to develop and implement an in-house program.

Decision Mode

This item will be placed on the December 7, 2009 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH
DUPAGE COUNTY FOR THE ILLICIT DISCHARGE DETECTION AND ELIMINATION
PROGRAM (IDDE)**

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

SECTION 1: The City Council of the City of Darien hereby enters into an intergovernmental agreement with DuPage County for the Illicit Discharge Detection and Elimination Program (IDDE), a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 7th day of December 2009.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 7th day of December 2009.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

-FULL PARTICIPANT AGREEMENT-

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DARIEN
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
ILLCIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 7th Day of December, 2009 between the City of Darien of DuPage County (hereinafter referred to as the "MUNICIPALITY") a body corporate and politic, with offices at 1702 Plainfield Road, Darien, Illinois 60561- 5044 and the County of DuPage, Illinois (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the MUNICIPALITY and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified in Illinois Statute, 5 ILCS 220/1 *et. seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, the COUNTY and MUNICIPALITY each submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the COUNTY and MUNICIPALITY noted on their respective NOI that they intend to act as cooperating permit holders to fulfill the requirements of ILR40's Illicit Discharge Detection and Elimination (IDDE) minimum control measure; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

-FULL PARTICIPANT AGREEMENT-

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the COUNTY agrees to develop and implement a program to monitor and trace illicit discharges into small MS4s on behalf of the MUNICIPALITY as one of the minimum control measures for its stormwater management program; and

WHEREAS, the COUNTY and the MUNICIPALITY recognize that additional benefits of illicit discharge detection and elimination include increased water quality, reduction in pollutant loads in waterways, improved wildlife habitat, and public education opportunities; and

WHEREAS, the COUNTY has adopted the DuPage County Illicit Discharge Detection and Elimination Ordinance (ORDINANCE) to ensure the health, safety, and general welfare of the citizens of DuPage County, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-storm water discharges to the storm drainage system; and

WHEREAS, the MUNICIPALITY has adopted an Illicit Discharge Detection and Elimination ordinance pursuant to 0-35-09; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their best interest to cooperate in the enforcement and implementation of their respective ordinances; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is reasonable, necessary, and in the public interest and welfare for the COUNTY to conduct monitoring and tracing responsibilities associated with illicit discharge detection and elimination subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are hereby incorporated as though fully set forth herein.

2.0 COUNTY RIGHTS AND RESPONSIBILITIES.

2.1 The COUNTY agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the MUNICIPALITY utilizing

-FULL PARTICIPANT AGREEMENT-

COUNTY personnel and equipment.

- 2.2 The COUNTY agrees to prepare, at its sole expense, plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the MUNICIPALITY.
- 2.3 The COUNTY agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the COUNTY and the MUNICIPALITY having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.
- 2.4 The COUNTY agrees to monitor MS4 outfalls within the jurisdiction of the MUNICIPALITY, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.
- 2.5 The COUNTY agrees to notify the MUNICIPALITY within a reasonable time prior to the COUNTY conducting dye testing as part of tracing procedures.
- 2.6 The COUNTY agrees to notify the MUNICIPALITY within twenty four (24) hours of detecting an illicit discharge within the municipal limits of the MUNICIPALITY. Promptly upon completion of the COUNTY'S investigation, the COUNTY shall inform the MUNICIPALITY of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the MUNICIPALITY to have in order to carry out enforcement proceedings.
- 2.7 The COUNTY agrees to provide the MUNICIPALITY with any information required for enforcement action and prosecution by the MUNICIPALITY and produce County personnel in court, as necessary and upon adequate notice.
- 2.8 The COUNTY agrees to create and manage a countywide hotline for reporting illicit discharges.
- 2.9 The COUNTY agrees to prepare the Illicit Discharge Detection and Elimination section of the annual report on behalf of the MUNICIPALITY. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40. The COUNTY will submit a copy of the Illicit Discharge Detection and Elimination section annual report to both the IEPA and the MUNICIPALITY.

3.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

-FULL PARTICIPANT AGREEMENT-

- 3.1 The MUNICIPALITY agrees to provide the COUNTY with a current storm sewer atlas. If a storm sewer atlas is not available, the MUNICIPALITY will work to provide a storm sewer atlas to the COUNTY within one month.
- 3.2 The MUNICIPALITY agrees to provide annual updates of the storm sewer atlas to the COUNTY.
- 3.3 The MUNICIPALITY agrees to assign to the COUNTY any rights of access to the storm drainage system under the jurisdiction of the MUNICIPALITY as the COUNTY deems necessary.
- 3.4 The MUNICIPALITY agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the MUNICIPALITY receives timely notification from the COUNTY that a violation exists. Further, the COUNTY agrees to provide prosecution witnesses required without cost to the MUNICIPALITY.
- 3.5 The MUNICIPALITY shall provide the COUNTY with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

4.0 GOVERNMENT REGULATION.

- 4.1 The COUNTY and the MUNICIPALITY shall each comply with the applicable requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the performance of this Agreement, with the most stringent standards governing.

5.0 MISCELLANEOUS TERMS.

- 5.1 This Agreement shall be approved by Ordinance and executed for and on behalf of the COUNTY and MUNICIPALITY.
- 5.2 Certified copies of each party's respective adopting ordinance or resolution shall be attached hereto and made a part hereof as evidence of the authority exercised by the undersigned officers of the COUNTY and MUNICIPALITY.
- 5.3 This Agreement shall become effective upon the date set forth above, and continue in full force and effect unless terminated in accord with Paragraph 5.5, below.
- 5.4 This Agreement may be amended or modified only by written instrument duly approved and signed by both parties to the Agreement.

-FULL PARTICIPANT AGREEMENT-

- 5.5 Either party may give notice of its intent to terminate this Agreement in accord with Paragraphs 8.1 and 8.2 below. .
- 5.6 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 5.7 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

6.0 ENTIRE AGREEMENT.

- 6.1 This Agreement represents the entire agreement between the COUNTY and MUNICIPALITY with respect to the Illicit Discharge Detection and Elimination Program and supersedes all prior negotiations, representations or agreements, either written or oral.

7.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

- 7.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the MUNICIPALITY shall be directed to:

City of Darien
Attn: City Administrator
1702 Plainfield Road
Darien, IL 60561-5044
Fax: 630-852-4709
E-mail: bvana@darien.il.us

Notices served upon the COUNTY shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
Fax: 630-407-6701
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new

-FULL PARTICIPANT AGREEMENT-

location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

8.0 TERM OF AGREEMENT

8.1 As will be used for staff and budget requirements, the COUNTY and the MUNICIPALITY agree to not change enforcement status within the term of this Agreement.

8.2 This agreement will expire on the 31st of March, 2013. This agreement can be extended for additional NPDES permit cycles at the mutual agreement of both parties. The permit cycle is defined for a five (5) year period beginning one (1) year before the expiration date of the current NPDES permit for the MUNICIPALITY and continues until one (1) year before the expiration of the subsequent NPDES five (5) year permit.

9.0 SEVERABILITY

9.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

10.0 GOVERNING LAW

10.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _____
KATHLEEN MOESLE WEAVER
MAYOR

ATTEST BY: _____
JOANNE COLEMAN
CITY CLERK

-FULL PARTICIPANT AGREEMENT-

BY: _____
ROBERT J. SCHILLERSTROM
CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY: _____
GARY A. KING
COUNTY CLERK

AGENDA MEMO

**City Council
December 7, 2009**

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2010 Street Maintenance Program, in an amount not to exceed \$26,772.00.

RESOLUTION

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2010 Street Maintenance Program. The following roads have been slated for the 2010 Street Maintenance Program:

	STREET	LIMIT	LENGTH In Feet	WIDTH	RATING	LAST REHAB
1	Eleanor Place	Janet Avenue to Elm Street	980	18	64	1984
2	Brookbank Road	Janet Avenue to Elm Street	500	18	69	1996
3	Leonard Drive	67 th Street to Chestnut Lane	1093	18	64	1984
4	Western Avenue	67 th Street to Chestnut Lane	1093	18	64	1984
5	Columbia Lane	Charleston Dr to Richmond Av	650	30	66	1991
6	Nantucket Drive	75 th Street to City Limits	2600	37	65	1994
7	Stratford Place	Walnut Drive to 79 th Street	1800	28	64	1993
8	Linden Avenue	Plainfield Road to 79 th Street	1420	18	62	1983
9	77 th Street	Williams Street to Adams Street	1500	28	69	1994
10	Lyman Avenue	75 th Street to Manning Road	1350	37	62	1993
11	Beller Drive	83 rd Street to Lemont Road	4870	30	67	1995
12	Ailsworth Drive	Beller Road to Dead End	1420	28	66	1995
13	Ailsworth Court	Ailsworth Drive	535	28	71	1995
14	Downers Drive	Dead End to 87 th Street	150	23	65	1993
15	Thistlewood Court	Evergreen Ln to Evergreen Ln	1125	30	64	1987
16	Ashley Court	Knottingham Circle west	225	30	64	1999
17	Durham Court	Knottingham Circle	300	30	64	1999
18	Lakeview Drive	Plainfield Road to Bailey Road	3800	37	65	1994
19	Adams Street	Greenbriar Ln to Iroquois Ln	1000	28	64	1995
20	Ripple Ridge Drive	Hinswood Drive east	2750	28	65	1995
		Total	29,161			
			5.52291	Miles		
	Option #1					
21	Mystic Trace	Ripple Ridge Drive to North Frontage Road	970 (.18 Mile)	28	68	1995
22	Williams Street	Holly Ave to Claremont Dr	280 (.05 Mile)	28	65	2000

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Field Reconnaissance: CBBEL Construction Staff will perform a Field Reconnaissance of the streets to be resurfaced. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of curb and gutter removal and replacement, full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Street Division and compared to previous construction estimates to determine their impact on the estimated construction cost.

Total Engineering Cost for Task 1 - \$2,208.00

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements. The documents will consist of typical sections, technical sections, special provisions, pay items and estimated bid quantities. Quantities will be estimated based on site visits and City Staff input. CBBEL will obtain approval from IDOT Local Roads prior to the bid. CBBEL will also provide assistance during bidding, receive and review bids, tabulate bids, check references, and make award recommendations.

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

Task 3 –Coordination Meetings-City Staff may request the City Engineer to be available for a pre construction meeting and field meetings.

Total Engineering Cost for Task 3 - \$1,440.00

Task 4-CBBEL will advertise for bidding, distribute plans and specifications to bidders, coordinate a bid opening, review, tabulate and provide a recommendation.

Total Engineering Cost for Task 4 - \$4,164.00

Task 5-Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the Illinois Department of Transportation requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and material specifications as required. Field reports will be provided.

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

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

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

Total cost \$26,772.00

Funding for Engineering Services would be expended from the following line item of the FY10 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE
01-30-4325	CONSULTING PROFESSIONAL	\$ 86,000.00	\$ 11,203.26	\$ 26,722.00

Committee/Staff Recommendation

The Public Works Street/Water Committee has reviewed this item prior to the proposed budget meetings. The agreement allows the City Engineer to begin specifications early in the season with the intentions of the best pricing.

The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.

Tentative Schedule

Description/Task	Completion Date
Prepare Bid Specifications	December 2009
Bid Due Date	January 2010
Committee Agenda Review/Approval	January/February 2010
Council Agenda Review/Approval	February 2010
Execute Contract	February 2010
Start Construction	Mid-May 2010
Completion	July 2010

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 7, 2009 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND
CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED
\$26,772.00
(2010 STREET MAINTENANCE)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a certain Agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to 2010 Street Maintenance Program in an amount not to exceed \$26,772.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

October 21, 2009

Revised November 9, 2009

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2010 Street Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2010 Street Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2010 Street Program will consist of resurfacing for the following streets:

	STREET	LIMIT	LENGTH In Feet	WIDTH
1	Eleanor Place	Janet Avenue to Elm Street	980	18
2	Brookbank Road	Janet Avenue to Elm Street	500	18
3	Leonard Drive	67 th Street to Chestnut Lane	1093	18
4	Western Avenue	67 th Street to Chestnut Lane	1093	18
5	Columbia Lane	Charleston Dr to Richmond Ave	650	30
6	Nantucket Drive	75 th Street to City Limits	2600	37
7	Stratford Place	Walnut Drive to 79 th Street	1800	28
8	Linden Avenue	Plainfield Road to 79 th Street	1420	18
9	77 th Street	Williams Street to Adams Street	1500	28
10	Lyman Avenue	75 th Street to Manning Road	1350	37
11	Beller Drive	83 rd Street to Lemont Road	4870	30
12	Ailsworth Drive	Beller Road to Dead End	1420	28
13	Ailsworth Court	Ailsworth Drive	535	28
14	Downers Drive	Dead End to 87 th Street	150	23
15	Thistlewood Court	Evergreen Ln to Evergreen Ln	1125	30

16	Ashley Court	Knottingham Circle west	225	30
17	Durham Court	Knottingham Circle	300	30
18	Lakeview Drive	Plainfield Road to Bailey Road	3800	37
19	Adams Street	Greenbriar Ln to Iroquois Ln	1000	28
20	Ripple Ridge Drive	Hinswood Drive east	2750	28
		Total	29,161	
			5.52	Miles
	Option #1			
21	Mystic Trace	Ripple Ridge Drive to North Frontage Road	970	28
22	Williams Street	Holly Avenue to Claremont Drive	280	28

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, ¾ inches of leveling binder, and structure adjustments depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the base bid and alternate bid are approximately 29,161 feet (5.52 miles) and 30,411 feet (5.76 miles) respectively.

SCOPE AND FEE

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer IV \$138/hr x 16 hrs = \$2,208

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

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

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

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

Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

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

Task 5 – Sampling Analysis – Quality Assurance Quality Control: Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

CBBEL estimates the following fees for each of the tasks described above:

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

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

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

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

Direct Costs

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
CITY COUNCIL
MEETING DATE: December 7, 2009

Issue Statement

PZC 2009-11: **7908 Cass Avenue:** Petitioner requests a variation to increase the square footage of a detached garage from 800 to 1,200 square feet, and to permit a detached garage to be constructed within the interior side and front yards.

ORDINANCE

Discussion/Overview

Both the Planning and Zoning Commission and the Planning and Development Committee have considered this petition. The Planning and Zoning Commission held the required public hearing on November 18, 2009. Both bodies recommend approval of the petition, subject to the following conditions:

- 1. New driveway to be hard surface, with a hammer head toward the existing garage, existing gravel driveway can remain.**
- 2. Grading plan to be provided.**

The complete agenda memo follows as “Additional Information.”

A draft ordinance is attached to this memo. In the draft ordinance, staff has included the site plan as Exhibit A, to refer to the site plan presented for approval, as well as noting the conditions listed above.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on November 18, 2009.
The Planning/Development Committee considered this item at its meeting on November 23, 2009.
The City Council will consider this matter at its meeting on December 7, 2009.

ADDITIONAL INFORMATION

Issue Statement

PZC 2009-11: **7908 Cass Avenue:** Petitioner requests a variation to increase the square footage of a detached garage from 800 to 1,200 square feet, and to permit a detached garage to be constructed within the interior

side and front yards.

Applicable Regulations: Zoning Ordinance: 5A-7-2: R-2 Single-Family Residence
Zoning Ordinance: 5A-5-9-2(A): Location and Yard regulations of
Accessory Buildings, Structures, and Uses of Land
Zoning Ordinance: 5A-5-9-5: Permitted Percentage of Rear Yard
Occupied by Accessory Structures

General Information

Property Owner/
Petitioner: Brian Payne
7908 Cass Avenue
Darien, IL 60561

Property Location: 7908 Cass Avenue

PIN: 09-33-203-025

Existing Zoning: R-2 Single-Family Residential

Existing Land Use: Single-family detached residence

Surrounding Zoning and Land Use:

North: O Office: day care center
South: R-2 Single-Family Residential: single-family residential
East: R-3 Multi-Family Residential: multi-family residential
West: R-3 Multi-Family Residential: single-family attached residential (townhomes)

Comprehensive Plan Update: Medium-Density Residential

History: No prior cases found.

Size of Property: 23,522 square feet

Floodplain: Floodplain map does not show floodplain on this lot.

Natural Features: None.

Transportation: Property has frontage on Cass Avenue.

Documents Submitted

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

1. Plat of survey/site plan.
2. Elevation drawing, 1 sheet.

Planning Overview/ Discussion

The subject property is located on the west side of Cass Avenue, immediately south of the Kinder Care day-care center.

The petitioner proposes to construct a detached garage, 1,200 square feet in area. The petitioner proposed to construct the detached garage to the north of the existing residence, toward the northeast area of the property. The site plan shows the garage meeting the required building setbacks.

The Zoning Ordinance limits detached accessory structures to 800 square feet. Further, the Zoning Ordinance limits detached accessory structures to the rear yard, the area behind the residence.

There is an existing detached garage that will remain. The Zoning Ordinance does not limit the number of detached accessory structures, but lot coverage is limited. The proposed plan complies with the maximum permitted amount of lot coverage.

The property to the north of the proposed garage location is a day care center, zoned O Office.

The petitioner should explain the need for the proposed garage size and location, that is, why a 800 square foot garage is not adequate and why the garage cannot be constructed within the rear yard, or why the existing garage cannot be enlarged.

Staff recommends the petitioner provide a sketch drawing of the proposed garage elevation (exterior look of the garage).

The petitioner should clarify the driveway details to the proposed garage, and confirm the existing driveway to the existing garage.

The criteria for a variation are:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

Staff does not object to the size or location of the proposed garage. The parcel adjacent to the proposed garage location is not residential.

Staff recommends the Commission make the following recommendation to approve the petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2009-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to:

- 1. Petitioner to address the need for the garage size and location.**
- 2. Clarify the driveway details to proposed garage.**
- 3. Provide a sketch drawing of the garage elevation.**

Planning and Zoning Commission Review - November 18, 2009

The Planning and Zoning Commission considered this matter at its meeting on November 18, 2009. The following members were present: Beverly Meyer – Chairperson, Robert Erickson, Donald Hickok, Gloria Jiskra, Ronald Kiefer, John Lind, Raymond Mielkus, Kenneth Ritzert, Michael Griffith – Senior Planner, Elizabeth Lahey – Secretary.

Members absent: Susan Vonder Heide

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted the proposed garage will be located toward the northeast corner of the lot, within the front and side yards, and it will be 1,200 square feet. He stated the Zoning Ordinance limits the foot print for detached accessory structures to 800 square feet and requires detached accessory structures to be within the rear yard.

He stated that the Zoning Ordinance does not limit the number of accessory structures. He stated the garage is shown to meet the applicable building setbacks.

He stated that staff received two phone calls regarding the proposed use for the garage. He stated there are a few code enforcement issues with the property, autos, auto parts, that need to be cleaned up. He stated that the petitioner should explain the use for the garage, but assumed it would be for storing these items.

He stated the existing driveway to the existing garage is gravel and staff recommends it be brought into compliance.

He stated that a grading plan will be required when the permit is submitted, if the variation is approved.

Brian Payne, the petitioner, presented an elevation drawing of the garage. He stated he will extend the current driveway to the new garage. He stated the garage will store his vehicles and

the other items that are currently on the property.

Chairperson Meyer asked the petitioner how many vehicles he owned, and about the new driveway.

Mr. Payne stated he owns 5 vehicles, and the new driveway will be asphalt. He stated he will pave the existing driveway if required.

Commissioner Mielkus asked if the existing driveway was required to be paved.

Mr. Griffith stated it is not required, but it can be a condition of approval. He stated driveways are required to be brought into compliance when a house is torn down and a new house is constructed.

Commissioner Lind asked why the proposed location, why not in the back yard.

Mr. Payne stated his wife is handicapped and constructing the garage in the front is better for her. He stated there is a greater grade difference between the house and the rear yard, requiring more steps in the back of that is where the garage is built. He stated there would be less steps in the front.

Commissioner Hickok asked about a ramp, instead of steps.

Mr. Payne stated his wife prefers a few steps to a longer ramp. He stated she finds the longer ramp distance more difficult to manage.

Commissioner Jiskra brought up the chickens and asked if there were allowed.

Mr. Payne stated they are his wife's chickens.

Mr. Griffith stated the Code does not prohibit chickens, unless they are creating a noise disturbance. He stated the City has gone after homeowners with roosters causing a noise disturbance. He stated they have not received a complaint regarding the chickens.

There was a discussion regarding the garage doors. Mr. Payne stated there would be two garage doors, to access the south and west sides of the garage, but only the driveway will lead to the south door, the main door.

There was a discussion regarding stormwater. Mr. Payne stated the water runs to the west. He stated he would submit a grading plan.

Commissioner Lind stated he was OK with allowing the existing gravel driveway to the existing garage. He suggested creating a hammerhead toward the existing garage to allow vehicles to back up from the new garage and then full out onto Cass Avenue facing front.

The Commission agreed that it would be fine to allow the existing gravel driveway to remain, but the new driveway to be hard surface.

There was not anyone from the public to offer comments.

Without further discussion, Commissioner Ritzert made the following motion, seconded by Commissioner Erickson:

Based upon the submitted petition and the information presented, the request associated with PZC 2009-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to:

- 1. New driveway to be hard surface, with a hammer head toward the existing garage, existing gravel driveway can remain.**
- 2. Grading plan to be provided.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 8-0.
(Commissioner Vonder Heide was absent.)**

Staff Notes to Planning and Development Committee – November 23, 2009

Based on the Planning and Zoning Commission's recommendation, the following motion is offered:

Based upon the submitted petition and the information presented, the request associated with PZC 2009-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Development Committee approve the petition as presented, subject to:

- 1. New driveway to be hard surface, with a hammer head toward the existing garage, existing gravel driveway can remain.**
- 2. Grading plan to be provided.**

Planning and Development Committee Review – November 23, 2009

The Planning and Development Committee considered this matter at its meeting on November 23, 2009. The following members were present: Alderman Sylvia McIvor – Chairperson, Alderman Joseph Marchese, Alderman John Poteraske, Dan Gombac – Director, Michael Griffith – Senior Planner, Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo and the Planning and Zoning Commission's recommendation. Mr. Griffith described the proposed garage location and size. He stated the petitioner stated the garage will be used to store personal items. He stated the Commission considered whether to require the existing gravel driveway to the existing garage to be paved, but did not include it as a condition in their recommendation. He stated there was not anyone at the public hearing to offer comments.

Mr. Griffith stated the petitioner is present if there are any questions from the Committee.

Alderman Poteraske asked if public hearing notices were sent out.

Mr. Griffith stated public hearing notices were sent out. He stated staff did receive a couple of phone calls, but once the request was explained, the caller did not have any other questions.

There was not anyone from the public to offer comments.

The Committee did not have any questions.

Without further discussion, Alderman Marchese made the following motion, seconded by Alderman Poteraske:

Based upon the submitted petition and the information presented, the request associated with PZC 2009-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Development Committee approve the petition as presented, subject to:

- 1. New driveway to be hard surface, with a hammer head toward the existing garage, existing gravel driveway can remain.**
- 2. Grading plan to be provided.**

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

(PZC 2009-11: 7908 Cass Avenue)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF DECEMBER, 2009

Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this _____ day
of _____, 2009.

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

(PZC 2009-11: 7908 Cass Avenue)

-

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 permit a detached garage to exceed 800 square feet and to locate the detached garage within the front and interior side yards; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on November 18, 2009; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of November 18, 2009, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on November 23, 2009, the Planning and Development Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7908 Cass Avenue, Darien, Illinois, and legally described as follows:

THE NORTH 108 FEET OF THE WEST 217.8 FEET OF THE EAST 267.8 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART, IF ANY, FALLING WITHIN THE PUBLIC HIGHWAY KNOWN AS CASS AVENUE, IN DUPAGE COUNTY, ILLINOIS.

SECTION 2: Variation from Zoning Ordinance Granted. The following variations from the Zoning

Ordinance are hereby granted:

A. Section 5A-5-9-5, Permitted Percentage of Rear Yard Occupied by Accessory Structures, to permit a detached garage to be 1,200 square feet in area.

B. Section 5A-5-9-2(A)(2), Location and Yard Regulations of Accessory Buildings, Structures, and Uses of Lane, to permit a detached garage within the front yard and interior side yard, as shown on the attached site plan, [Exhibit A](#).

SECTION 3: Conditions of Approval. The variations here in granted are subject to the following

conditions:

A. New driveway is to be hard surface, with a hammer head toward the existing garage, existing gravel driveway can remain.

B. Grading plan to be provided.

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 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 5: 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 7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 7th day of December, 2009.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
MEETING DATE: December 7, 2009

Issue Statement

Minor PUD Amendment: Rockwell PUD, 8251 Lemont Road, Suite 101: Petitioner requests a minor PUD amendment to permit a church use within the Rockwell PUD.

[ORDINANCE](#)

[PLAT OF SURVEY](#)

Discussion/Overview

The Planning and Development Committee, at their meeting on November 23, 2009, recommend approval of the petition as presented.

The complete agenda memo follows as "Additional Information."

A draft ordinance is attached to this memo.

Decision Mode

The Planning/Development Committee will consider this item at its meeting on November 23, 2009.
The City Council will consider this item at its meeting on December 7, 2009.

ADDITIONAL INFORMATION

Issue Statement

Minor PUD Amendment: Rockwell PUD, 8251 Lemont Road, Suite 101: Petitioner requests a minor PUD amendment to permit a church use within the Rockwell PUD.

General Information

Petitioner: [Four Corners Community Church](#)
Brian From, Pastor
501 Hillside Avenue
Glen Ellyn, IL 60137

Property Owner: Equities Venture Corporation XI

2901 Butterfield Road
Oak Brook, IL

Property Location: 8251 Lemont Road, Suite 101
PIN: 09-32-106-030; -031
Existing Zoning: OR&I Office, Research and Light Industrial
Existing Land Use: Light industrial, office, storage, recreational facilities

Surrounding Zoning and Land Use (adjacent to the PUD):

North: OR&I Office, Research and Light Industry and R-3 Multi-Family Residence: offices, light industrial, townhomes.
South: R-3 Multi-Family Residence: Myers Commons Senior Housing
East: R-3 Single-Family Residence (Dosage County): single-family, detached homes.
West: ORI Office, Research and Light Industrial (Woodridge): single-family, detached homes, light industrial.

Comprehensive Plan Update: Office/Research/Industrial

History: [In 1999, the City approved a PUD covering the Rockwell property.](#) The PUD includes several parcels, including office buildings on 83rd Street, Safeguard Storage and two other multi-tenant, light industrial buildings east of Safeguard Storage. The PUD provides for two free-standing signs on the subject parcel, located on Lemont Road.

Size of Property: 19.9 acres
Floodplain: Floodplain map does not show floodplain on this lot.
Natural Features: None.
Transportation: Property has frontage on Lemont Road and 83rd Street, with access only off of Lemont Road.

Documents Submitted

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

1. ALTA/ACSM Lane Title Survey, 1 sheet, prepared by Compass Land Surveying and Mapping, June 15, 2005.
2. Leasing Information, 2 sheets, prepared by property owner's realtor.

Planning Overview/ Discussion

The Rockwell PUD is located on the east side of Lemont Road, north of 83rd Street. The PUD includes several lots, including detention basins. The building/uses include the former Rockwell building, two office buildings fronting onto 83rd Street, Safeguard Storage and two light industrial buildings east of Safeguard Storage.

Per Section 5A-9-3-4(A) of the Zoning Ordinance, a church is an allowed use within a PUD with the underlying zoning classification of OR&I Office, Research and Light Industry. Uses not specifically listed as permitted within the PUD or special uses within the underlying zoning classification have been treated as minor amendments to the PUD.

The proposed church use is to be located within the former Rockwell building, the area of the building south of the large parking lot. The petitioner has provided a description of the use, the location and typical activities.

The plan presented does not alter the building exterior or the site. The property has a large parking lot serving several other uses, including recreational facilities.

The entire building is 170,215 square feet. For industrially zoned properties, the required parking is 1 parking stall per 1,000 square feet of gross floor area. In this case, 170 parking stalls are required. Based on the plat of survey, there are 355 parking stalls for the entire property. If this church were to be located on its own parcel, the parking requirement would be 1 parking stall per 3 seats in the main sanctuary or assembly room. Staff feels confident there is adequate parking for the proposed use and existing uses on the property.

There are two free-standing signs for the subject property, located along Lemont Road, approved under the PUD. One sign is a multi-tenant sign. The petitioner has not requested a change to the permitted signage at this time. Any signage on the building (wall signage) would have to comply with the Sign Code.

Staff Findings/Recommendations

Based upon the above information, staff recommends the Committee make the following recommendation:

Based on the submitted petition, the proposed amendment to the Rockwell PUD does meet the standards of the Darien Zoning Ordinance and, therefore, I move that the Planning and Development Committee recommend to the City Council approval of the request associated with this petition.

Planning and Development Committee Review – November 23, 2009

The Planning and Development Committee considered this matter at its meeting on November 23, 2009. The following members were present: Alderman Sylvia McIvor – Chairperson, Alderman

Joseph Marchese, Alderman John Poteraske, Dan Gombac – Director, Michael Griffith – Senior Planner, Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He described the proposed use, noted that the petitioner had presented information related to the proposed use and typical weekly functions. He stated there is a drawing attached to the memo which shows the subject tenant space.

Chairperson McIvor asked what other uses are within the PUD.

Mr. Griffith stated office, light industrial and recreational uses are currently within the PUD.

Chairperson McIvor asked about access off of Lemont Road, if it was a lighted intersection, and the number of people attending services.

Mr. Griffith stated the access is from Lemont Road and there is not a light. He stated the petitioner indicated there are about 50 members, but that there would not likely be 50 cars. He stated based on the petitioner's information, they plan on one main service each week.

The petitioner was present.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Marchese made the following motion, seconded by Alderman Poteraske:

Based on the submitted petition, the proposed amendment to the Rockwell PUD does meet the standards of the Darien Zoning Ordinance and, therefore, I move that the Planning and Development Committee recommend to the City Council approval of the request associated with this petition.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

(Rockwell PUD, 8251 Lemont Road, Suite 101, Four Corners Church)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF DECEMBER, 2009

Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this _____ day
of _____, 2009.

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

(Rockwell PUD, 8251 Lemont Road, Suite 101, Four Corners Church)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article

VII, Section 6 of the Illinois Constitution of 1970; and

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

WHEREAS, heretofore, pursuant to Ordinance No. O-23-99, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as “Rockwell PUD”; and

WHEREAS, the City of Darien received a petition to modify the approved PUD to allow a church use at 8251 Lemont Road, Suite 101; and

WHEREAS, on November 23, 2009, the Planning and Development Committee of the City Council reviewed said petition and forwarded its findings and recommendations to the City Council; and

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

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

SECTION 1: Approval of Minor Amendment to PUD Granted. A minor amendment to the approved Rockwell PUD is hereby approved to allow a church use, commonly addressed as 8251 Lemont Road, Suite 101, Darien, Illinois.

SECTION 2: Remainder of PUD. All of the terms, conditions and limitations of Ordinance No O-23-99 shall remain in full force and effect.

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall 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 7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 7th day of December, 2009.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SEE "GRANT" RECORDED AS DOC. 986489 FOR RIGHT TO CONSTRUCT, RECONSTRUCT, OPERATE, & MAINTAIN TELEPHONE & TELEGRAPH LINES, ETC. UNDER, ALONG, ETC. THE EAST HALF OF DOWNERS GROVE - LEMONT ROAD (APPROX 24' EAST OF CENTERLINE)



LEMONT

(DEDICATED PER DOCUMENT NUMBERS R2000-0991, 1111 & R79-42587)

GRADING EASEMENT PER DOCUMENT NUMBER R2000-0991

863.59'

(ASSUMED BEARING)

N00°00'00"E (R=M) 370.43' (R=M)

18' P.S.L.

64.75'

8.0'

24.10'

8.0'

68.20'

84.74'

182.10'

14.5'

14.5'

47.00'

EDGE OF WALK 1.02' WEST OF LINE

FOUND IRON PIPE

CORNER OF PAVEMENT 1.24' NORTH OF LINE

CORNER OF PAVEMENT 1.54' NORTH OF LINE

EXISTING SIGN 4.0' EAST OF LINE

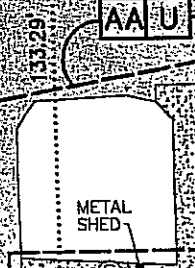
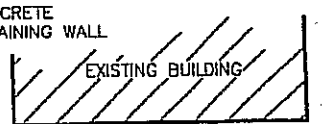
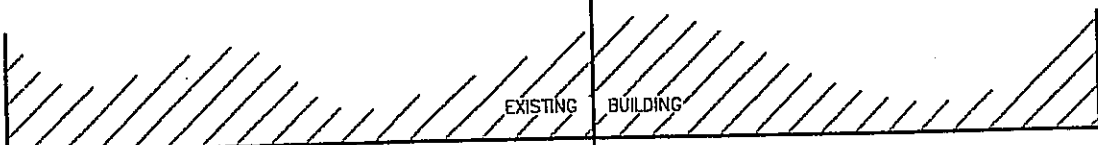
CORNER OF WALK 0.86' WEST OF LINE

EXISTING SIGN 2.0' EAST OF LINE

8251 Lemont Rd,
Suite 101

Subject building
Space: →

1 STORY METAL BUILDING
8245 S. LEMONT ROAD
BUILDING FOOTPRINT=170,215 SQUARE FEET
(AS MEASURED TO OUTSIDE FACE OF FOUNDATION)
(BUILDING HEIGHT=24 FEET)



162.20'

9.70'

8.30'

9.70'

80.10'

173.95'

200.20'

124.25'

149.95'

34.55'

(BUILDING HEIGHT=)

S89°59'00"W (R=M)

768.09' (R=M)

LOT 1

PAF

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THE WEST LINE OF THE NORTHWEST

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November 12, 2009

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

Re: 8251 South Lemont Road

To the Members of the Darien City Council:

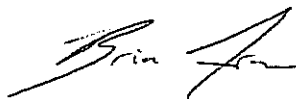
My name is Brian From and currently, I am a pastor at Glen Ellyn Bible Church in Glen Ellyn, IL. Soon, my job will be changing as I am leading a team of people looking to start a new church called Four Corners Community Church to open in the early spring of 2010. We are desirous and excited to relocate to your area and start a new church to serve the people in your community. In the process of planning this new church, we have chosen 8251 South Lemont Road to use as our meeting space. We have finalized a lease with the owner and are now seeking approval from Darien to meet our special use requirement. We are excited about this location not only because it fits our needs well, but also because it plants us in the middle of your desirable community that we wish to be a part of.

I'd like to point out that Four Corners Community Church already has its initial team in place. Currently, there are over 50 adults committed to being a part of the new church, many of whom already live in the community or are planning on moving there. We are anxious as a church to offer the much needed support, comfort and spirituality that we all need in today's challenging world.

Being a church, the primary use of the facility will be on Sunday mornings. In addition to the 50 founding members, we hope to see that number grow to around 150 people. If we were to grow beyond that, we would transition to a second service on Sunday. One reason we are excited about the 8251 South Lemont location is because of the ample parking and accessibility to Lemont Road. Other than Sunday, there will be things going on in the church during the week, but nothing that approaches the number of people present on Sunday morning. For example, there may be women's and men's Bible study groups, and groups for junior high and high school students and rehearsals for those leading the music. But these gatherings would be minor compared to the 150 we hope to have on Sunday mornings.

We look forward to getting our use approved so we can honor the limited contingency period we were granted in our lease to achieve such. I'd like to personally convey that we desire to be a positive member of the community and will do everything possible to achieve that goal. Thank you for taking the time to consider our request. If you have any questions, feel free to contact me at 630.235.7030.

Sincerely,



Brian From
Pastor

**PUD Amendment Criteria
City of Darien
PUD Amendment Application**

1. That the special use is deemed necessary for the public convenience at the location specified.

RESPONSE: Four Corners Community Church is a new church planted by Glen Ellyn Bible Church in Glen Ellyn. The staff and elders of Four Corners Community Church have identified a need for the church in this general location.

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

RESPONSE: This site has already been developed and the church will occupy space that has already been developed and approved as part of a previous planned unit development. Therefore, the proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity or substantially diminish and impair property values.

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

RESPONSE: See response to #2 above.

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

RESPONSE: Again, this is an already approved ORI development with a building that has already been built. Placing a church in a portion of Building I will not impede these standards.

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

RESPONSE: This is not applicable since the building and PUD have previously been developed.

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

RESPONSE: They are.

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

RESPONSE: They have been.

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

RESPONSE: It will.

Four Corners Community Church
In Christ. In Community. For the World.

WEEK-AT-A-GLANCE

Sunday

7:00 AM Teams arrive to prepare for worship.
9:00 AM Church members arrive
9:30 AM Worship service begins
11:00 AM Sunday school begins
1:00 PM Building is empty
6:00 PM Middle School Youth Group
8:30 PM Building is empty

Monday

AM Office/Pastoral staff only
Evening Teams meet to reflectively process and plan.

Tuesday

AM Office/Pastoral staff
AM Women's Bible Study

Wednesday

AM Office/Pastoral Staff
Evening Family/Community Night Activities
Worship Team Rehearsal
High School Youth Group

Thursday

AM Office/Pastoral Staff
AM Men's Fraternity

Friday

AM Office/Pastoral Staff
Evening Community Building/Social Programming

Saturday

AM Service/Mission projects

8251 South Lemont Road DARIEN, IL

Just minutes to 2 Major Expressways:

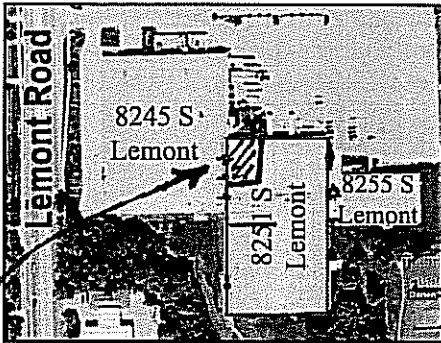
I-55 via Lemont Road

I-355 via Lemont Road & 75th St Interchange

FOR SALE OR LEASE

**CAWLEY
CHICAGO
COMMERCIAL**

REAL ESTATE COMPANY



Proposed church

For More Information, Contact:

Terry Grapenthin

630.810.1160 or

630.810.0300 Ext. 117

tgrape@cawleychicago.com

Joshua Hearne

630.729.7933 or

630.810.0300 Ext. 128

jhearne@cawleychicago.com

Tracy Grapenthin

630.729.7931 or

630.810.0300 Ext. 131

tracy@cawleychicago.com



26,426 Square Feet Available

14,844 Maximum Contiguous Square Feet

4,757 Minimum Contiguous Square Feet

71,642 Total Building Square Footage

18' Clear Ceiling Height

Three (3) Common Loading Docks

1.84:1,000 Parking Ratio

Fully Sprinklered

Common Restrooms

ORI Zoning

Lease Rate: \$7.95 Gross Per Square Foot

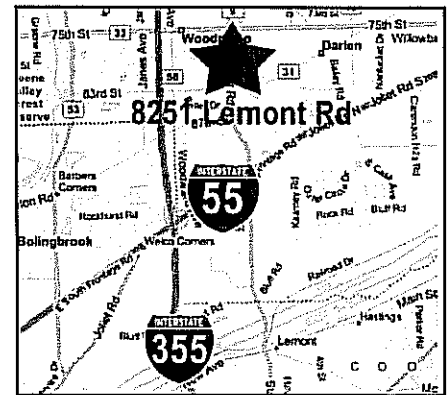
Sale Price: Subject to Offer

Estimated 2009:

Real Estate Taxes: \$0.31 Per Square Foot

CAM/Operating Expenses:

\$0.87 Per Square Foot (with insurance)



CUSTOMIZED | ACCOUNTABLE | RESPONSIVE

3000 Woodcreek Drive | Suite 100 | Downers Grove | Illinois 60515 | (P) 630.810.0300 | (F) 630.810.1952 | www.cawleychicago.com

Information contained herein has been obtained from the owner of the property or from other sources that we deem reliable. We have no reason to doubt its accuracy, but we do not guarantee it.

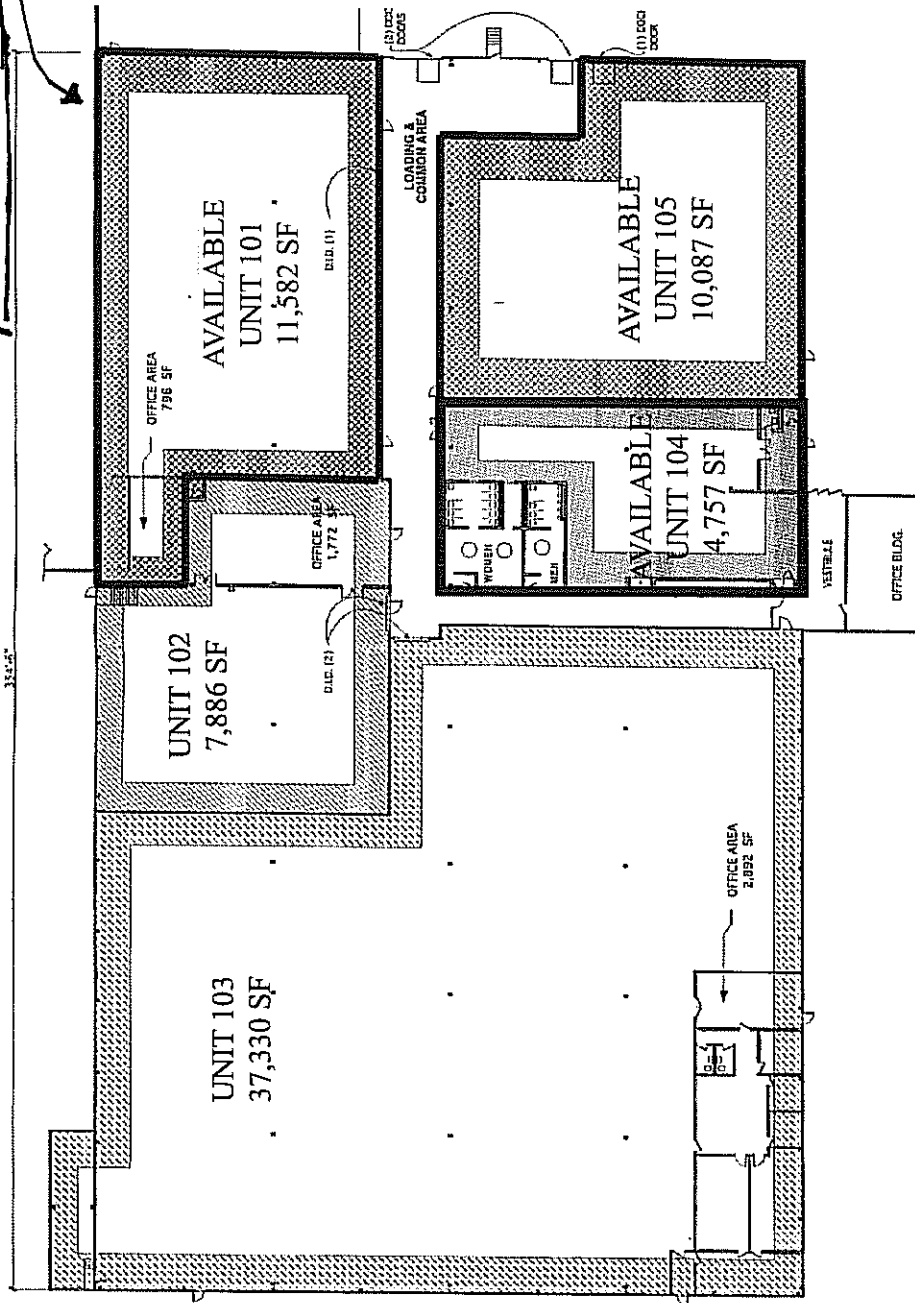
10/01/09

8251 Lemont Road
DARIEN, IL

FOR SALE or LEASE

BUILDING PLAN

Proposed church:



CAWLEY CHICAGO COMMERCIAL
REAL ESTATE COMPANY

For More Information, Contact:

Terry Grapenthin
630.810.1160 or
630.810.0300 Ext. 117
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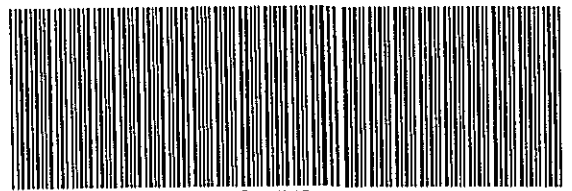
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10/05/09



J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

DEC.08,1999

12:52 PM

PLAT

09-32-106-005

014 PAGES

R1999-254049

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 0-23-99

AN ORDINANCE GRANTING A SPECIAL USE FOR
A PLANNED UNIT DEVELOPMENT AND GRANTING
PRELIMINARY PUD PLAN APPROVAL AND
PRELIMINARY PLAT OF SUBDIVISION APPROVAL
SUBJECT TO CERTAIN CONDITIONS
(ROCKWELL PROPERTY, 83RD STREET AND LEMONT ROAD)

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

THIS 20th DAY OF SEPTEMBER, 1999.

Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
22nd day of September, 1999.

A delineation of the property
described in this instrument
appears in

PLAT BOOK NO. 194 PAGE 114

09-32-106-005 - 8113-8119 Lemont / Parcel 5
09-32-106-006 - 8121-8123 Lemont / Parcel 6
09-32-106-015 - 8245 Lemont / Parcel 2
09-32-106-016 - 8245 Lemont / Parcel 3
09-32-106-019 - Vacant 83rd St / Parcel 4
09-32-106-022 - Vacant 83rd St / Parcel 1

SUBMITTED BY & RETURN TO:
Joanne F. Coleman, City Clerk
City of Darien
1702 Plainfield Road
Darien, IL 60561-5044

**AN ORDINANCE GRANTING A SPECIAL USE FOR
A PLANNED UNIT DEVELOPMENT AND GRANTING
PRELIMINARY PUD PLAN APPROVAL AND
PRELIMINARY PLAT OF SUBDIVISION APPROVAL
SUBJECT TO CERTAIN CONDITIONS
(ROCKWELL PROPERTY, 83RD STREET AND LEMONT ROAD)**

WHEREAS, the property legally described on Exhibit A attached hereto and made a part hereof (the "Subject Property"), is zoned in the O R & I District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the Owners of the Subject Property have petitioned the City for a Special Use permit to develop the Subject Property as a planned unit development ("PUD") in accordance with Chapter 3 of the Darien Zoning Ordinance and is requesting Preliminary PUD Plan approval; and

WHEREAS, the Owners have also petitioned the City for preliminary subdivision plat approval for the Subject Property; and

WHEREAS, the Subject Property is approximately 35.209 acres (including dedicated right-of-way); and

WHEREAS, the Owners anticipate the Subject Property will be developed and redeveloped in three non-sequential phases as described more thoroughly herein; and

WHEREAS, pursuant to Notice as required by law, the City of Darien Plan Commission conducted a public hearing on the proposal and has recommended approval thereof subject to certain terms, conditions and limitations; and

WHEREAS, the proposal has been reviewed by the City Council Planning & Development Committee; and

WHEREAS, the City Council finds and determines that granting the Petition subject to the terms hereof is in the best interest of the sound growth and development of the 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: Identification of Existing Improvements and Conditions. For purposes of identification, the Subject Property consists of (i) three connected structures containing 165,978 square feet of warehouse/office space and 27,985 square feet of office space on what will be Lot 1 of the Plat of Subdivision of the Darien Corporate Centre; (ii) two office/warehouse buildings located on what will be Lots 8 and 9 of the Plat of Subdivision; (iii) two ponds which are located on what will be Outlot 1 of the Plat of Subdivision; and, (iv) existing paved and grassy areas throughout the Subject Property, subject to future development.

SECTION 2: Special Use Granted. Pursuant to Sections 5A-3-1-4; 5A-3-2; and 5A-9-2-3 of the Darien Zoning Ordinance, a Special Use for Planned Unit Development is hereby granted for the Subject Property. The special use granted is subject to the terms and conditions set forth herein below.

SECTION 3: Preliminary PUD Plan Approved. Pursuant to Section 5-A-3-2-2 of the Darien Zoning Ordinance, the City Council hereby grants Preliminary PUD Plan approval for the Planned Unit Development for the Subject Property. For purposes of this Ordinance, the Preliminary Plan consists of the following documents:

(a) Preliminary PUD Site Plan prepared by Marc Cable Architects, and dated as most recently revised August 10, 1999.

(b) Preliminary Landscape Plan prepared by Planning Resources and dated as of August 6, 1999.

(c) Preliminary Plat of Subdivision for the "Darien Corporate Centre" Subdivision prepared by Compass Land Surveying & Mapping Co. on file with the City Clerk as of August 11, 1999.

(d) Engineering Plan, prepared by Robert H. Anderson & Associates, Inc., and dated as of June 28, 1999.

(e) Darien Corporate Centre Building Prototypes, dated 3/25/99.

(f) Color Exterior Elevations, prepared by Marc Cable Architects, dated 3/25/99.

SECTION 4: Preliminary Plat of Subdivision Approved; and Final Plat Conditions.

Pursuant to 5A-3-2-2 of the Darien Zoning Ordinance and also applicable regulations of the Darien Subdivision regulations, the City Council hereby approves the Preliminary Plat of Subdivision for the "Darien Corporate Centre" Subdivision prepared by Compass Land Surveying & Mapping Co., and revised as of August 6, 1999. The Final Plat of Subdivision shall be subject to all applicable City regulations. The approval of the Final Plat of Subdivision, including requisite land for dedication for purposes of adding turning lanes on Lemont Road, is subject to review and approval of the DuPage County Division of Transportation (County "DOT"). The City acknowledges that County DOT has final permitting authority over the proposed turning lanes. Any changes or modifications required by County DOT shall be reflected on the Final Plat of Subdivision and the final PUD Plan.

SECTION 5: Phasing. The Subject Property shall be developed in the following three non-sequential phases. For purposes of this Ordinance, the three phases include the following:

(a) The "Existing Redevelopment Parcels" consisting of Lot 1, Lot 8, Lot 9, and Outlot 1 as shown on the Preliminary Plat of Subdivision.

(b) The "Plainfield Road Development Parcel" consisting of Lot 2 and Lot 3 as shown on the Preliminary Plat of Subdivision.

- (c) The "North Development Parcel" consisting of Lot 4, Lot 5, Lot 6, Lot 7 and Outlot 2 as shown on the Preliminary Plat of Subdivision.

SECTION 6: Final Plat of Subdivision and Final PUD Plan Approval Required;

Existing Redevelopment Parcels. Upon notification from the City that the development complies with the County Stormwater and Flood Plain Ordinance, and a final decision on the right turn lanes along Lemont Road by the DuPage County DOT, the Owner of Existing Redevelopment Parcels shall thereupon petition the City for Final Plat of Subdivision for the Subject Property and Final PUD Plan approval for the Existing Redevelopment Parcels. The final plat shall provide for a cross easement between Lots 8 and 9.

SECTION 7: Final PUD Plan Approval Required; Plainfield Road Development

Parcel. The Owner of the Plainfield Road Development Parcel may petition the City for Final PUD approval in accordance with Section 5A-3-4-4 of the Darien Zoning Ordinance at any time following the Final Plat of Subdivision approval. In addition to meeting the submittal requirements of that section of the Zoning Ordinance, the Owner of the Plainfield Road Development Parcel must submit and receive approval for the following:

- (a) Building design and wall signage. Building design will be reviewed for material and color compatibility. Generally, it is agreed that the Plainfield Road Development Parcel will be constructed with 4-inch face brick, vinyl clad windows, aluminum framed entry doors, pre-finished aluminum gutters, fascia and soffits, and asphalt shingles.
- (b) Final Engineering shall address screening between the property and the residential property to the east with either landscaping, fencing or a combination thereof. The Final PUD Plan shall provide adequate screening between the Subject Property and the Residential Property to the east.
- (c) Wall signage shall be allowed in accordance with the Darien Zoning Ordinance.
- (d) One monument sign, not greater than 25 square feet as shown on the approved Landscape Plan, shall be allowed.

SECTION 8: Final PUD Plan Approval Required; North Development Parcel. The Owner of the North Development Parcel may petition the City for Final PUD approval in accordance with Section 5A-3-4-4 of the Darien Zoning Ordinance at any time following the Final Plat of Subdivision approval. In addition to meeting the submittal requirements of that section of the Zoning Ordinance, the Owner of the North Development Parcel must submit and receive approval for the following:

- (a) Building design. Building design will be reviewed for material and color compatibility. Generally, it is agreed that the North Development Parcel will be constructed with precast concrete walls with penetrating color stain, aluminum framed windows and entry doors, prefinished aluminum roof copings, insulated steel overhead doors and insulated steel service doors.
- (b) Wall signage. Each occupant will be allowed one wall sign pursuant to the Darien Sign Ordinance; however, no signs will be allowed on the southern or eastern walls of any building on Lots 4, 5, 6, or 7.
- (c) One monument sign, not greater than 25 square feet as shown on the approved Landscape Plan, shall be allowed near the northern Lemont Road curb cut.

SECTION 9: Required Public and Private Improvements in Connection with the Existing Redevelopment Parcel. Subject to the limitations of weather or other *force majeure*, the Owner of the Existing Development Parcel shall complete the following public and private improvements within nine (9) months from the date of final plat approval as provided in Section 6, except for the watermain/hydrant improvement described in subsection (d) which shall be completed within eighteen (18) months from the date of final plat approval as provided in Section 6:

- (a) The completion of all improvements to the existing parking lot on Lot 1 as shown in the Preliminary Plan documents.
- (b) The completion of all landscaping on Lot 1 and adjacent rights-of-way as shown on the Preliminary Plan documents.

(c) The removal of the 83rd Street curb cut located approximately 385 feet east of the intersection of Lemont Road and 83rd Street and the restoration of the area with new curb, gutter, sidewalk, parkway and landscape improvements as shown on the Preliminary Plan documents.

(d) The installation of two westerly water main extensions (the southern one of which is proposed to be located on Lot 2 of the Plainfield Road Development Parcel) and fire hydrants off of that portion of the existing main on Lot 1 shall be installed per the Preliminary Plan documents.

(e) In addition to allowing the existing monument sign for Rockwell to remain, an additional monument sign, not greater than 25 square feet, as shown on the approved Landscape Plan, shall be allowed near the southern Lemont Road curb cut.

SECTION 10: Required Public and Private Improvements in Connection with

Occupancies on Lot 8 and Lot 9. The Owner of Lot 8 and Lot 9 shall complete the following improvements prior to the renewal of any business license or issuance of any further certificates of occupancy on the property:

(a) Installation of the landscape island and landscaping on Lot 8 per the Preliminary Plan documents.

(b) Re-striping of Lots 8 and 9 per the Preliminary Plan documents.

SECTION 11: Required Public and Private Improvements in Connection with the

Plainfield Road Development Parcel. The Owner of the Plainfield Road Development Parcel shall complete the following public and private improvements prior to the issuance of a certificate of occupancy for this phase:

(a) Relocation of electrical lines underground along Plainfield Road.

(b) Relocation of the existing north-south water main to the extent necessary to accommodate the approved final site plan for development of Lots 2 and 3.

(c) Any abandoned sanitary or water service line in direct conflict with the construction of any improvements shall be removed.

(d) Unless already constructed by the Owner of the North Development Parcel, the owner of the Plainfield Road Development Parcel shall remove the existing sanitary lift station

and replace it with the new sanitary system serving all properties in the development plus the Lange property located east of the proposed Lot 9. The Owner shall notify and provide sufficient time to allow owners of Lots 8 and 9 and the Lange property located east of the proposed Lot 9 to make necessary improvements to execute a connection to the new sanitary line. Owner shall not abandon existing sanitary lines or make any service connections to any buildings on Lots 2 or 3 to the new sanitary line until after sanitary service connections have been completed on Lots 8, 9 and the Lange property located east of the proposed Lot 9.

(e) Construction of the landscape improvements south of the parking lot along Plainfield Road on Lots 2 and 3.

SECTION 12: Required Public and Private Improvements in Connection with the

North Development Parcel. The Owner of the North Development Parcel shall complete the following public and private improvements prior to the issuance of a certificate of occupancy for this phase:

(a) Construction of private roadway improvements, consisting of sidewalks, curbs, street lighting and pavement, as shown on the Preliminary Plan documents.

(b) Construction of the landscape improvements along the Lemont Road right-of-way adjacent Lot 4.

(c) Looping of the water system, as shown on the Preliminary Plan documents.

(d) Connection of the North Development Parcel and Lots 8 and 9 to the City water supply.

(e) Construction of the right turn lanes for the northern and southern entrances on Lemont Road, as shown on the Preliminary Plan documents.

(f) Construction of all other water improvements shown on the Preliminary Plan documents. The Owner shall notify and provide sufficient time to allow owners of Lots 8 and 9 and the Lange property located east of the proposed Lot 9 to make necessary improvements to execute a connection to the new water line. Owner shall not abandon existing water supply or make any service connections to any buildings on Lots 4, 5, 6, or 7 to the new water line until after water service connection have been completed on Lots 8, 9 and the Lange property located east of the proposed Lot 9.

(g) Any abandoned sanitary or water service line in direct conflict with the construction of any improvements shall be removed.

(h) Unless already constructed by the owner of the Plainfield Road Development Parcel, the owner of the North Development Parcel shall remove the existing sanitary lift station and replace it with the new sanitary system serving all properties in the development plus the Lange property located east of the proposed Lot 9. The Owner shall notify and provide sufficient time to allow owners of Lots 8 and 9 and the Lange property located east of the proposed Lot 9 to make necessary improvements to execute a connection to the new sanitary line. Owner shall not abandon existing sanitary lines or make any service connections to any buildings on Lots 4, 5, 6, or 7 to the new sanitary line until after sanitary service connections have been completed on Lots 8, 9 and the Lange property located east of the proposed Lot 9.

(i) Provide a water system connection to the Lange property located east of the proposed Lot 9.

SECTION 13: Water Main Improvements Required by December 31, 2005. Unless already completed pursuant to Section 11 herein, the Owner of the Existing Redevelopment Parcel shall construct the new water main line surrounding Lots 4, 5, 6 and 7, including all fire hydrant extension lines, and the water service line to the buildings on Lot 1 by December 31, 2005.

SECTION 14: Restriction on Lot 8. The existing building on Lot 8 contains 6,226 square feet of office, 10,548 square feet of warehouse and 2,377 square feet of common loading dock area. So as not to create additional parking requirements, no existing warehouse or dock space area shall be converted to office.

SECTION 15: Restriction on Lot 9. The existing building on Lot 9 contains 6,646 square feet of office and 14,654 square feet of warehouse. So as not to create additional parking requirements, no existing warehouse space shall be converted to office.

SECTION 16: Permitted Uses. Uses on Lot 2 and Lot 3 shall be limited to those uses listed in Section 5A-9-2-2 of the Zoning Ordinance (ORI District). In addition to the uses set forth in Section 5A-9-2-2 of the Zoning Ordinance (ORI District), the following uses may be allowed on Lot 1, Lot 4, Lot 5, Lot 6, Lot 7 and Lot 8:

- (a) Bakeries;
- (b) Building materials and product sales and storage/excluding outside sales and storage;
- (c) Machine shop;
- (d) Radio and television stations and studios, constructed in compliance with FAA, FCC and State of Illinois height restrictions for properties located in proximity to a private airport.
- (e) Vocational and trade schools.

SECTION 17: Elimination of Non-Conforming Uses. Any non-conforming use of the Subject Property, including but not limited to any existing use containing the outside storage of motor vehicles or trailers, shall cease on or before December 31, 2000.

SECTION 18: Required Approvals by Other Governmental Agencies. Final Plat of Subdivision and PUD Plan approval shall not be granted until such time as Owner has received all required approvals from all governmental agencies including but not limited to the County of DuPage.

SECTION 19: Ownership and Maintenance of Stormwater Detention Facilities; City Right to Enter. The existing ponds and other stormwater management facilities shall remain privately owned as indicated on the Plat of Subdivision. Owners shall maintain such facilities at all times in accordance with all applicable ordinances, laws and regulations. Upon notice from the City and weather permitting, Owners shall properly take all corrective actions necessary for purpose of maintenance of said facilities at the direction of the City. In the event Owners fail to take such corrective action, City may (but is not required to) enter upon the Subject Property for purposes of maintaining said areas. Any costs incurred by the City in connection with such maintenance shall operate as a lien against the entire Subject Property. In addition, any invoice from the City which is unpaid for a period of 60 days shall be reason to

deny Owner any future occupancies or business license renewal for any users on the Subject Property.

SECTION 20: Completion of Required Private Improvements as a Condition to Occupancy Permits; Unified Control.

(a) In accordance with Section 5A-3-2-8 of the City Code, no final occupancy shall be granted for any use as to a phase of development of the Subject Property until such time as all private improvements specified hereinabove have been completed to the reasonable satisfaction of the City.

(b) For purposes of satisfying the requirements of Section 5A-3-3-14 of the City Code that the Planned Unit Development be under unified control, Owner shall furnish the City with copies of declarations, common area maintenance agreements and such other documents which will become of record with the Subject Property sufficient to demonstrate to the City that all private improvements on the Subject Property including, but not limited to landscaping, parking surfaces and utilities, shall be adequately maintained by the Owner of each applicable parcel within the Subject Property.

SECTION 21: Variations Granted. The following variations are hereby granted:

(a) A variation from Section 5A-9-2-7(B) to reduce the rear yard on Lots 4, 5, 6 and 7 from 30 feet to 15 feet.

(b) A variation from Section 5B-1-7(D)1 to allow lots with frontage on a street for Lots 5, 6, 7 and 8.

(c) A variation from Section 5A-5-8-3(A) to allow a combination of landscaping and/or fencing in lieu of the required six-foot-high fence along the eastern perimeter/property line.

SECTION 22: Sanitary Sewer Improvement Work. The sanitary sewer improvements required for the development of the various development parcels are under the jurisdiction and control of the County of DuPage. The owner and developer of each development parcel may proceed with the required sanitary sewer improvements for the Subject Property at the Developer's discretion, even though final PUD approval has not been granted.

ORDINANCE NO. 0-23-99

SECTION 23: 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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of September, 1999.

AYES: 6 - Biehl, Cotten, Durkin, Hagen, Marchese, Weaver

NAYS: 0 - None

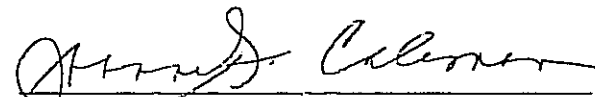
ABSENT: 0 - None

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of September, 1999.



CARMEN D. SOLDATO, MAYOR

ATTEST:



JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Legal Description

PARCEL 1: THE NORTH 569.00 FEET OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 230.00 FEET OF THE WEST 1017.56 FEET THEREOF) AND (EXCEPT THE NORTH 230.00 FEET OF THE EAST 100.00 FEET OF THE WEST 1117.56 FEET THEREOF) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 227.50 FEET OF THE SOUTH 577.50 FEET OF THE WEST 385.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 569 FEET THEREOF AND EXCEPT THE SOUTH 350 FEET OF THE WEST 350 FEET THEREOF, AND EXCEPT THE NORTH 227.50 FEET OF THE SOUTH 577.50 FEET OF THE WEST 385 FEET THEREOF) IN SECTION 32, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4: PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE DUE NORTH (ASSUMED BEARING) ON AND ALONG THE WEST LINE OF SECTION 32; A DISTANCE OF 350.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 50.00 FEET TO A POINT BEING THE INTERSECTION WITH THE EASTERN RIGHT OF WAY LINE OF LEMONT ROAD AND BEING THE "TRUE POINT OF BEGINNING" THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 300.00 FEET; THENCE DUE SOUTH, PARALLEL WITH THE WEST LINE OF SECTION 32, A DISTANCE

Page Two

OF 300.00 FEET TO A POINT BEING THE INTERSECTION WITH THE NORTHERN RIGHT OF WAY LINE OF 83RD STREET; THENCE SOUTH 89 DEGREES 56 MINUTES 40 SECONDS WEST ON AND ALONG SAID NORTHERN RIGHT OF WAY LINE, BEING PARALLEL WITH AND 50.00 FEET PERPENDICULAR FROM THE CENTER LINE THEREOF, A DISTANCE OF 100.00 FEET; THENCE DUE NORTH A DISTANCE OF 170.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 40 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT BEING THE INTERSECTION WITH THE EASTERN RIGHT OF WAY LINE OF LEMONT ROAD; THENCE DUE NORTH ON AND ALONG SAID EASTERN RIGHT OF WAY LINE, BEING PARALLEL WITH AND 50.00 FEET PERPENDICULAR FROM THE CENTER LINE THEROF, A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 5: THE EAST 189.39 FEET OF THE WEST 449.39 FEET OF THE NORTH 230.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS

PARCEL 6: THE EAST 189.39 FEET OF THE WEST 638.78 FEET OF THE NORTH 230.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS

AGENDA MEMO
City Council
Meeting Date: December 7, 2009

-
Issue Statement

-
Motion approving a tax levy determination for general and special purposes for Fiscal Year 2009-2010.

[ORDINANCE TAX LEVY](#)

[ORDINANCE TAX LEVY-SSA-TARA HILL](#)

-
Background/History

The process for setting a tax levy is to determine how much revenue is needed from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need, and a few months before we have all the factual information we need to know the levy rate. Nonetheless, we have approached this process with an underlying assumption that property tax rate for general corporate purpose will not increase. That non-bond rate for 2009 was \$.1517.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a “ceiling” amount, while allowing us to review the budget early next year and consider abatements to the original request.

The attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,585,000 which represents a 2.4% increase over this year’s extension of \$1,546,584. This number is the result of analysis of the estimated increase in the assessed valuation and new growth valuation in order to estimate that we stay within the parameter of not increasing the tax rate.

As a result of looking at those two numbers for figuring our change in assessed value, I set the increase at 2.4% which I estimate would keep our general corporate purpose/non-bond tax rate at approximately \$.1517. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund. The Pension Fund has not yet provided the updated report so I did not increase the amount. Any increases identified in the study would increase the pension levy and reduce the corporate levy by that same amount.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2009 levy amount to pay for the principal and interest on these bonds totals \$1,005,797. Lastly, any abatement will be presented in conjunction with budget review.

Staff/Committee Recommendation

- Staff recommends approval of the levy determination and ordinances which:

- Set the City's 2009 general property tax levy and special corporate tax levy (police pension fund) at \$1,585,000
- Set the City's 2009 Special Service Area I property tax levy at \$5,000

Alternate Consideration

- Levy different amounts.

Decision Mode

- The tax levy determination will be on the October 19th, 2009 Council meeting for formal consideration.

This final ordinance will be on the December 7, 2009 City Council agenda for formal consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2009,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010,
FOR THE CITY OF DARIEN, ILLINOIS**

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

THIS 7th DAY OF DECEMBER, 2009

-
**Published in pamphlet form by authority of the Mayor and
City Council of the City of Darien, DuPage County, Illinois,
this _____ day of December, 2009.**

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2009,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010,
FOR THE CITY OF DARIEN, ILLINOIS**

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

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

WHEREAS, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2009, and ending on April 30, 2010, and which has been duly published.

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

SECTION 1: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2009, and ending on the Thirtieth day of April, 2010.

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u>			
For Salaries/Wages	712,200	712,200	0
For Dept. Expenses	392,766	392,766	0
-			
<u>For Police Department:</u>			
For Salaries/Wages	5,990,825	5,509,734	481,091
For Dept. Expenses	1,318,169	1,318,169	0
<u>For Community Development Department:</u>			
For Salaries/Wages	339,600	339,600	0
For Dept. Expenses	195,334	195,334	0
<u>For Public Works Department:</u>			
For Salaries/Wages	826,385	826,385	0
Other Dept. Expenses	907,351	907,351	0
Total Amount Levied for General Corporate Purposes			<u>481,091</u>
Police Pension Fund		1,103,909 =	1,103,909
2006 G.O. Bond Issue- Water System		305,178 =	304,028
2007 A and B G.O. Bonds		497,575 =	501,000
2008 G.O. Bond- Capital Projects		201,170 =	200,769
Total Amount Levied for Special Corporate Purposes & Debt			<u>2,109,706</u>

SECTION 2: The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number _____ of the City of Darien, Illinois.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2009,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010,
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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

THIS 7th DAY OF DECEMBER, 2009

**Published in pamphlet form by authority of the Mayor and
City Council of the City of Darien, DuPage County, Illinois,
this _____ day of December, 2009.**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2009,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010,**

**IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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

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

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

SECTION 1 - Findings: The City of Darien Special Service Area Number One was created by Ordinance No. 0-35-90 entitled “An Ordinance Establishing City of Darien Special Service Area Number One - Tara Hill”, adopted June 18, 1990, and effective as of September 18, 1990. No petition was filed opposing the creation of the special service area, pursuant to Section 9 of Public Act 78-901. Special Service Area Number One consists of the territory described in [Exhibit A](#), attached hereto and made a part hereof. The City of Darien is authorized to levy taxes for special services in Special Service Area Number One.

SECTION 2: The total amount of appropriations for all the purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of \$5,000.

SECTION 3: The following sums shall be levied upon the taxable property, as defined in the Revenue Act of 1939, in the City of Darien Special Service Area Number One; said tax to be levied for the fiscal year beginning May 1, 2009, and ending April 30, 2010.

Contractual Services

Professional Services \$5,000

TOTAL LEVY \$5,000

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L, of the Constitution of the State of Illinois, and pursuant to Public Act 78-901 and pursuant to Ordinance No. 0-35-90 Establishing City of Darien Special Service Area Number One.

SECTION 5: The \$5,000 tax levy is certified to the County Clerk of DuPage County, Illinois. The City of Darien determines this \$5,000 tax levy to be the total amount required to be raised by taxation for the current fiscal year of the City for Special Service Area Number One. The City Clerk is hereby ordered and directed to file with the County

Clerk of DuPage County, Illinois, on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 7: This ordinance shall become effective from and after its passage, approval and publication in the manner prescribed by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of December, 2009.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO

City Council

December 7, 2009

ISSUE STATEMENT

An Ordinance amending section 1-5-7 of the Darien City Code “Council Committees” to modify the committee structure.

ORDINANCE

BACKGROUND/HISTORY

The City Council conducts business through a committee structure. The current structure has been in place for a long time. Given the importance of the committee system and how it governs our activities it was reviewed by the City Council during the Goal Setting Session. At the Goal Setting Session, it was recommended the committee structure be changed to the following:

Police Committee

- Review monthly reports and discuss police department activities
- Review expenditure requests within established budget
- Review special police programs such as FIAT, dispatch, bike patrol, etc
- Discuss staffing and non confidential personnel issues
- Review crime trends neighborhood issues

Municipal Services

- Combine current activities of public works and planning /development
- Review expenditure requests within established budget
- Review of resident services and resident feedback
- Discuss staffing and non confidential personnel issues

Administrative/Finance

- Budget/Audit review
- Review expenditure requests exceeding established budget
- Review general administrative policy and ordinance changes
- Review general administrative service agreements
- Monthly review of current budget issues

The biggest benefit of the change is to better communicate and discuss the activities of the police department with the Elected Officials. Also, combining the current activities of public works and planning /development committees furthers the goal of a unified public works and planning divisions.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the ordinance modification.

ALTERNATE CONSIDERATION

Not changing the committee structure would be an alternate consideration.

DECISION MODE

This item will be on the December 7, 2009 City Council agenda for formal approval.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 1-5-7
OF THE DARIEN CITY CODE TO MODIFY THE CITY COUNCIL
COMMITTEE STRUCTURE**

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

THIS 7th DAY OF DECEMBER, 2009

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien,
DuPage County, Illinois, this 7th day of December,
2009.**

**AN ORDINANCE AMENDING CHAPTER 1-5-7
OF THE DARIEN CITY CODE TO MODIFY THE CITY COUNCIL
COMMITTEE STRUCTURE**

WHEREAS, the City Council has allowed for the appointment of council committees to review and recommend items to the City Council; and

WHEREAS, the City Council would like to modify the committees to include an Administrative/Finance, Police/Public Safety and Municipal Service/Planning Committee, to review different items that fall under these specific roles;

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 2: The document attached hereto and marked "[Exhibit A](#)" shall replace Chapter 1-5-7 of the Darien City Code to define the commencement of terms for elected municipal officials.

SECTION 2: This Ordinance shall be in full force and effective January 1, 2010 from and after its passage and approval as provided by law.

PASSED THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 7TH day of December, 2009.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 7th day of December, 2009.

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KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

Memorandum

DATE: December 2, 2009

TO: City Council, Clerk, Treasurer

FROM: Kathleen Weaver, Mayor

RE: Appointments to Council Committees

Please find below my recommendations for Committee Chairpersons and Committee members for the new City Council Committees. I've made this recommendation based on a number of factors including experience and preference that was provided to me. The appointments are scheduled for approval at the December 7th City Council meeting.

ADMINISTRATIVE/FINANCE COMMITTEE

John F. Poteraske, Jr., Chairperson

Carolyn A. Gattuso

Halil Avci

POLICE COMMITTEE

Sylvia McIvor, Chairperson

John F. Poteraske, Jr.

John Galan

MUNICIPAL SERVICES COMMITTEE

Joseph A. Marchese, Chairperson

John Galan

Ted Schauer

If you have any questions or would like to discuss the appointments, please feel free to contact me anytime prior to the City Council Meeting.