
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
December 17, 2018
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [November 19, 2018](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Recognition of 2018 Holiday Home Decorating Contest Winners
 - B. Cancer Smashers
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Monthly Report — [November 2018](#)
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [18-19-15](#)
 - B. Warrant Number — [18-19-16](#)
 - C. Monthly Report — [November 2018](#)
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [Darien Lions Club](#)
 - B. Consideration of a Motion to Approve a Resolution to [Adopt a Memorandum of Understanding Regarding the Peer Jury Program](#) between the Village of Downers Grove and the City of Darien
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [New Video Surveillance Systems](#) for the Police and Municipal Services Departments from Current Technologies in the Amount of \$101,754
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Execution of an [Intergovernmental Jurisdictional Boundary Line Agreement](#) between the City of Darien and the Village of Downers Grove
 - E. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Execute the Second Amendment to the [Structure Lease Agreement with Verizon Wireless Approved by Resolution R-59-11](#) with First Amendment Executed August 2, 2016 to Allow Verizon Wireless to Locate Telecommunications Equipment on the Darien Cell Towers Located at 1041 S. Frontage Road
 - F. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Backflow Solutions Inc. (BSI) to [Establish and Maintain a Potable Water Backflow Device Program from 2019 through 2023](#) at a Pass through Cost of \$12.95 per Backflow Device
 - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from [Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$27,100.00 for the Surveying and Engineering of the Open Ditch and Storm Water Conveyance System for 67th Street
 - H. Consideration of a Motion to Approve [an Ordinance Amending the Sign Code](#) Deleting the Amortization Requirement for Non-Conforming Signs in the Rt. 83 Corridor
17. New Business
 - A. Consideration of a Motion to Submit an Application to the Planning and Zoning Commission for [a Zoning Text Amendment to Review](#), Hold a Public Hearing Thereon, and Report its Findings and Recommendations to the Municipal Services Committee and City Council Regarding the OR&I Office, Research and Light Industry District and the I-1 General Industrial District
 - B. Consideration of a Motion to Approve a Resolution [Authorizing the Purchase of One New Enclosed Trailer-Model No. RC Trailer](#), From A&W Auto Truck & Trailer in The Amount \$9,739.00

18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:02 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 19, 2018 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:22 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

November 19, 2018

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Sylvia McIvor
	Thomas M. Chlystek	Ted V. Schauer
	Joseph A. Kenny	Lester Vaughan
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Gregory Thomas, Police Chief

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

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

Alderman Chlystek received communication from Adolf and Nancy Kunevich regarding water and mud at the end of their driveway; Public Works will investigate the issue.

John Carlton, an Elmhurst College student, introduced himself and stated he was attending the Council meeting as part of his “Suburbia” class project; he resides in Kentucky.

6. **APPROVAL OF MINUTES**

A. Goal Setting Session, October 29, 2018

It was moved by Alderman Kenny and seconded by Alderman Vaughan to approve the minutes of the Goal Setting Session of October 29, 2018.

Alderman Chlystek stated, that the Michigan City, Indiana, sign has lights. Alderman McIvor commented about the Elk Grove Village sign.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. City Council Meeting, November 5, 2018

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of November 5, 2018.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, Schauer, Vaughan

Abstain: McIvor

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Vaughan received communication from the Principal at Hinsdale South High School regarding the ability to put up banners on main thoroughfares throughout the City. Administrator Vana stated governmental entities are allowed to put up banners at their own expense; he will speak with the Principal. Council discussion pursued regarding banners. Administrator Vana will send an email to school districts regarding recognition of students at Council meetings.

8. **MAYOR'S REPORT**

A. CONSIDERATION OF A MOTION TO AUTHORIZE THE CITY ATTORNEY TO FILE A PETITION TO INTERVENE IN THE STERIGENICS CASE

It was moved by Alderman McIvor and seconded by Alderman Kenny to approve the motion as presented.

Mayor Weaver provided background/history of the Sterigenics issue. Mayor Weaver and Administrator Vana addressed Council questions. Mayor Weaver announced the EPA will be holding a Town Hall Meeting regarding Sterigenics on November 29, 2018 at Ashton Place at 7:00 P.M. The IL EPA and other agencies will be hosting an Open House from 3-6:00 P.M. Residents are encouraged to attend and to submit questions beforehand by going to the U.S. EPA website.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

9. **CITY CLERK'S REPORT**

Clerk Ragona announced that city offices will be closed on November 22 and 23, 2018 in observance of the Thanksgiving holiday.

10. **CITY ADMINISTRATOR'S REPORT**

During Director Gombac's absence, Administrator Vana requested Council direct Municipal Services related items to his attention.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – OCTOBER 2018

The October 2018 Police Department Monthly Report is available on the City website.

Chief Thomas reviewed the handling of juvenile cases as indicated in his monthly report. He addressed Council questions.

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 18-19-14

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve payment of Warrant Number 18-19-14 in the amount of \$977,587.17 from the enumerated funds, and \$259,103.36 from payroll funds for the period ending 11/08/18 for a total to be approved of \$1,236,690.53.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. MONTHLY REPORT – OCTOBER 2018

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of October 2018:

<u>General Fund:</u>	Revenue \$9,228,144; Expenditures \$6,735,944 Current Balance \$3,697,150
<u>Water Fund:</u>	Revenue \$3,747,189; Expenditures \$2,894,919; Current Balance \$1,882,895
<u>Motor Fuel Tax Fund:</u>	Revenue \$281,539; Expenditures \$166,468; Current Balance \$504,510
<u>Water Depreciation Fund:</u>	Revenue \$3,451,058; Expenditures \$1,379,925 Current Balance \$2,185,177
<u>Capital Improvement Fund:</u>	Revenue \$216,606; Expenditures \$3,640,066; Current Balance \$5,698,586

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for December 3, 2018 at 6:00 P.M. in the City Hall Conference Room.

Municipal Services Committee – Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for November 26, 2018 at 6:30 P.M.

Police Committee – Chairman McIvor stated the minutes of the September 17, 2018 meeting were approved and submitted to the Clerk’s Office. She announced the next meeting of the Police Committee is scheduled for December 17, 2018 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR DARIEN ARTS COUNCIL

It was moved by Alderman Kenny and seconded by Alderman Vaughan to approve the motion as presented.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. 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, 2018, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2019, FOR THE CITY OF DARIEN, ILLINOIS

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve the motion as presented.

Alderman Chlystek inquired about the filing process; Mayor Weaver and Administrator Vana responded.

ORDINANCE NO. O-22-18

AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2018, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2019, FOR THE CITY OF DARIEN, ILLINOIS

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

C. 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, 2018, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2019, IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve the motion as presented.

ORDINANCE NO. O-23-18

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2018, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2019, IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Alderman Marchese stated he attended the District 86 Board of Education Meeting; he commented the focus of the meeting was to discuss contingency plans due to the failure of the School District 86 Referendum. Council discussion pursued.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:22 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-19-18. Minutes of 11-19-18 CCM.

Darien Police Department

Monthly Report

November 2018



The recent conversation regarding Sterigenics has prompted discussions on emergency response (discussed in an earlier Monthly Report) and emergency notifications (discussed here). We have increased the number of people we are capable of notifying by moving to Twitter. We used to reach less than 400 individuals. Since moving to Twitter we now have 927 followers. There is more that can be done and many people may not realize what is available to them to make themselves safer in case of an emergency.

The mobile phone has made our lives easier and the phone can do many things (e.g. camera, photo book, e-mail, text messaging, and too many apps to mention) and it can still make phone calls. Over 80% of calls made to 9-1-1 come from mobile phones. When you dial 9-1-1 from a mobile phone, the 9-1-1 call takers have very little information to help you – only your phone number and a general sense of your location.

This has the potential of being a very serious problem in an emergency when seconds count, particularly if you or your loved ones have medical conditions, or are unable to safely speak. The 9-1-1 system has technology when a call is made from a landline we can find the location of the caller. If a call is received from a cell phone we cannot be as accurate.

The solution is Smart911. It has the potential of saving time which in turn may save lives.

With Smart911, you can provide 9-1-1 call takers and first responders critical information you want them to know in any kind of emergency. When you call 9-1-1, your Smart911 Safety Profile displays on the 9-1-1 screen and the 9-1-1 call takers can view your addresses, medical information, home information, description of pets and vehicles and emergency contacts. You can provide as much or as little information as you like.

Smart911 is a national service meaning your Smart911 Safety Profile travels with you and is visible to any participating 9-1-1 center nationwide. Safety profiles can include: people living in your household, phone numbers associated with your family, medical conditions and allergies, medications and medical equipment, vehicle descriptions and emergency contacts, pets, service animals and more.

For more information please see:

<http://www.fox32chicago.com/news/374223669-video>
<https://safety.smart911.com/how-it-works>
<https://www.smart911.com/>

Another service you may want to consider is Reverse 911. DuPage County has available a Reverse 911 system through landlines and cell phones for the entire County regardless of town jurisdiction. The landlines are automatic when a Reverse 911 alert is sent out to a given area. However, to receive a call on a cell phone people need to sign up to receive the Reverse 911 alerts. For the DuPage County system, they would go to: dupagecosheriff.onthealert.com.

The City of Darien also makes good use of Direct Connect and their Facebook page for various notifications.

Calls for Service Summary

November 2018

Citizen Generated Events

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>
Beat 1	154	186	-17.2%	2038	2155	-5.4%
Beat 2	157	179	-12.3%	1843	1981	-7.0%
Beat 3	215	256	-16.0%	2543	2665	-4.6%
Out of Town	16	6	166.7%	115	94	22.3%
Total	542	627	-13.6%	6539	6895	-5.2%
Shift 1	226	241	-6.2%	2612	2786	-6.2%
Shift 2	231	307	-24.8%	2976	3121	-4.6%
Shift 3	85	79	7.6%	951	988	-3.7%
Total	542	627	-13.6%	6539	6895	-5.2%

Top Ten Incidents Categories

Citizen Assist	78	82	-4.9%	930	919	1.2%
Investigative	46	63	-27.0%	714	691	3.3%
Suspicion	40	67	-40.3%	453	596	-24.0%
Alarm	57	66	-13.6%	683	713	-4.2%
Accident	52	60	-13.3%	594	602	-1.3%
Public Order	39	39	0.0%	445	487	-8.6%
Administrative	26	30	-13.3%	402	430	-6.5%
Disorder	31	24	29.2%	306	377	-18.8%
Traffic	25	26	-3.8%	241	265	-9.1%
Animal	20	12	66.7%	257	297	-13.5%
Theft	17	13	30.8%	195	204	-4.4%
Agency Assist	19	18	5.6%	255	233	9.4%
Domestic	18	38	-52.6%	274	287	-4.5%
Parking	11	11	0.0%	174	167	4.2%
Medical/Ambulance	30	24	25.0%	251	220	14.1%
Burglary	4	15	-73.3%	49	86	-43.0%
Forgery	3	7	-57.1%	46	68	-32.4%
Hazard	7	9	-22.2%	55	63	-12.7%
Fire	3	6	-50.0%	56	40	40.0%
Drug	2	3	-33.3%	20	38	-47.4%
Missing Person	5	4	25.0%	42	42	0.0%
Warrant	6	5	20.0%	35	26	34.6%
Assault	0	1	-100.0%	19	13	46.2%
Weapon Related	0	2	-100.0%	22	12	83.3%
Rape	2	2	0.0%	16	13	23.1%
Robbery	1	0	0.0%	5	6	-16.7%
Total	542	627	-13.6%	6539	6895	-5.2%

Calls for Service Summary (continued)

November 2018

Officer Initiated Event Category						
	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>
Focused Patrol	43	173	-75.1%	648	2061	-68.6%
Crime Prevention	334	511	-34.6%	4317	5989	-27.9%
Traffic	407	274	48.5%	4269	3833	11.4%
Administrative	161	114	41.2%	1249	1509	-17.2%
Parking	2	3	-33.3%	71	133	-46.6%
Suspicion	32	43	-25.6%	421	393	7.1%
Community Engagement	31	23	34.8%	286	244	17.2%
Citizen Assist	63	30	110.0%	692	356	94.4%
Investigative	1	11	-90.9%	84	153	-45.1%
Public Order	5	9	-44.4%	70	128	-45.3%
Agency Assist	21	6	250.0%	149	115	29.6%
Accident	7	2	250.0%	56	37	51.4%
Sex Offenses	1	2	-50.0%	19	13	46.2%
Warrant	2	1	100.0%	26	27	-3.7%
Animal	2	2	0.0%	12	15	-20.0%
Theft	2	0	0.0%	13	21	-38.1%
Forgery	0	0	0.0%	4	9	-55.6%
Burglary	0	3	-100.0%	11	36	-69.4%
Disorder	3	1	200.0%	18	12	50.0%
Domestic	1	0	0.0%	12	10	20.0%
Alarm	1	0	0.0%	6	2	200.0%
Hazard	0	0	0.0%	5	2	150.0%
Missing Person	0	0	0.0%	4	3	33.3%
Assault	0	0	0.0%	2	4	-50.0%
Drug	0	0	0.0%	3	2	50.0%
Fire	0	1	-100.0%	1	1	0.0%
Medical	0	1	-100.0%	3	5	-40.0%
Robbery	0	0	0.0%	0	0	0.0%
Alcohol	0	0	0.0%	0	0	0.0%
Shots Fired	0	0	0.0%	1	0	0.0%
Total	1119	1210	-7.5%	12452	15113	-17.6%

Crime Summary

November 2018

Part 1 Offenses

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	0	0	0	0.0%	0.0%	2	0	0	0.0%	0.0%
Sexual Assault	0	1	1	-100.0%	-100.0%	12	3	4	300.0%	200.0%
Robbery	0	0	2	0.0%	-100.0%	1	5	3	-80.0%	-66.7%
Assault & Battery	0	0	0	0.0%	0.0%	5	8	4	-37.5%	25.0%
Violent Crime	0	1	3	-100.0%	-100.0%	20	16	11	25.0%	81.8%
Burglary	1	4	6	-75.0%	-83.3%	23	23	53	0.0%	-56.6%
Theft	15	26	21	-42.3%	-28.6%	219	219	203	0.0%	7.9%
Motor Vehicle Theft	2	3	1	-33.3%	100.0%	14	14	4	0.0%	250.0%
Arson	0	0	0	0.0%	0.0%	1	1	0	0.0%	0.0%
Property Crime	18	33	28	-45.5%	-35.7%	257	257	260	0.0%	-1.2%
Part One Crime	18	34	31	-47.1%	-41.9%	277	273	271	1.5%	2.2%

Part 2 Offenses

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	3	0	0	0.0%	0.0%	7	6	3	16.7%	133.3%
Battery	1	3	6	-66.7%	-83.3%	31	28	32	10.7%	-3.1%
Domestic Battery	3	4	1	-25.0%	200.0%	60	46	45	30.4%	33.3%
Criminal Damage	2	3	9	-33.3%	-77.8%	32	38	59	-15.8%	-45.8%
Criminal Trespass	0	1	0	-100.0%	0.0%	7	9	5	-22.2%	40.0%
Disorderly Conduct	4	2	5	100.0%	-20.0%	42	41	53	2.4%	-20.8%

Arrest Report

November 2018

Part One Offenses

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Robbery	0	0	0	0.0%	0.0%	0	6	0	-100.0%	0.0%
Assault & Battery	2	0	0	0.0%	0.0%	3	2	2	50.0%	50.0%
Violent Crime	2	0	0	0.0%	0.0%	3	8	2	-62.5%	50.0%
Burglary	1	0	0	0.0%	0.0%	2	3	0	-33.3%	0.0%
Theft	4	0	7	0.0%	-42.9%	57	51	42	11.8%	35.7%
Motor Vehicle Theft	0	0	0	0.0%	0.0%	0	2	3	-100.0%	-100.0%
Arson	0	1	0	-100.0%	0.0%	0	3	1	-100.0%	-100.0%
Property Crime	5	1	7	400.0%	-28.6%	59	59	46	0.0%	28.3%
Part One Crime	7	1	7	600.0%	0.0%	62	67	48	-7.5%	29.2%

Part Two Offenses

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	1	0	0	0.0%	0.0%	1	2	2	-50.0%	-50.0%
Battery	0	1	2	-100.0%	-100.0%	9	7	15	28.6%	-40.0%
Domestic Battery	1	1	1	0.0%	0.0%	29	24	25	20.8%	16.0%
Criminal Damage	0	0	2	0.0%	-100.0%	4	3	7	33.3%	-42.9%
Criminal Trespass	0	1	0	-100.0%	0.0%	2	7	4	-71.4%	-50.0%
Disorderly Conduct	1	2	2	-50.0%	-50.0%	30	22	28	36.4%	7.1%
Alcohol Possession	0	0	2	0.0%	-100.0%	4	2	6	100.0%	-33.3%
Alcohol Consumption	0	1	3	-100.0%	-100.0%	8	6	26	33.3%	-69.2%

Arrest Report

November 2018

Drug Related Offenses

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Cannabis	1	0	3	0.0%	-66.7%	3	2	31	50.0%	-90.3%
Controlled Substance	0	0	0	0.0%	0.0%	6	7	3	-14.3%	100.0%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Drug Paraphernalia	0	0	1	0.0%	-100.0%	1	2	21	-50.0%	-95.2%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

Adult / Juvenile

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Adult	20	17	14	17.6%	42.9%	280	200	211	40.0%	32.7%
Juvenile	5	2	6	150.0%	-16.7%	43	35	61	22.9%	-29.5%

Warrants

	<u>Nov</u> <u>2018</u>	<u>Nov</u> <u>2017</u>	<u>Nov</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Served	4	0	1	0.0%	300.0%	49	26	36	88.5%	36.1%

Traffic Summary

November 2018

Accidents

Type of Accident	<u>Nov 2018</u>	<u>Nov 2017</u>	<u>Percent Change</u>	<u>YTD 2018</u>	<u>YTD 2017</u>	<u>Percent Change</u>
Property Damage	48	40	20.0%	516	499	3.4%
Personal Injury	3	11	-72.7%	69	73	-5.5%
Fatal	0	0	0.0%	0	1	-100.0%
Total	51	51	0.0%	585	573	2.1%
Fatalities	0	0	0.0%	0	1	-100.0%
Hit & Run	9	5	80.0%	82	65	26.2%
Private Property	20	12	66.7%	199	201	-1.0%
DUI	1	0	0.0%	2	8	-75.0%

Traffic Summary (continued)

November 2018

Enforcement

	<u>Nov 2018</u>	<u>Nov 2017</u>	<u>Percent Change</u>	<u>YTD 2018</u>	<u>YTD 2017</u>	<u>Percent Change</u>
Traffic Stops	341	194	75.8%	3542	2800	26.5%
Moving Citation	94	78	20.5%	1072	895	19.8%
Moving Warning	131	84	56.0%	1453	1205	20.6%
Total Moving	225	162	38.9%	2525	2100	20.2%
Non-Moving Citation	72	40	80.0%	700	499	40.3%
Non-Moving Warning	117	46	154.3%	972	759	28.1%
Total Non-Moving	189	86	119.8%	1672	1258	32.9%
Total Warning	248	130	90.8%	2425	1964	23.5%
Total Citations	166	118	40.7%	1772	1394	27.1%
Total Enforcement Actions	414	248	66.9%	4197	3358	25.0%
DUI Arrests	7	10	-30.0%	73	78	-6.4%
Category						
Speed	154	78	97.4%	1626	1276	27.4%
Registration	60	31	93.5%	515	471	9.3%
Traffic Sign or Signal	30	35	-14.3%	425	389	9.3%
Equipment	52	15	246.7%	389	261	49.0%
Distracted Driving	30	11	172.7%	296	181	63.5%
Insurance	26	20	30.0%	231	185	24.9%
Lane Violation	11	19	-42.1%	214	218	-1.8%
License	19	8	137.5%	168	126	33.3%
Signal	13	6	116.7%	101	61	65.6%
Yield	3	5	-40.0%	51	50	2.0%
Seat Belt	0	1	-100.0%	48	35	37.1%
Other	6	2	200.0%	54	18	200.0%
Accident	8	15	-46.7%	56	70	-20.0%
Parking	1	1	0.0%	15	7	114.3%
Alcohol	1	1	0.0%	8	8	0.0%
Reckless	0	0	0.0%	0	2	-100.0%
Total	414	248	66.9%	4197	3358	25.0%

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 17, 2018**

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				\$46,769.02
Water Fund				\$3,724.42
Motor Fuel Tax Fund				\$366.08
Water Depreciation Fund				
Special Service Area Tax Fund				
Debt Service Fund				
Capital Improvement Fund				\$17,205.60
State Drug Forfeiture Fund				\$286.45
Federal Equitable Sharing Fund				\$23,018.94
DUI Technology Fund				
			Subtotal:	<u>\$91,370.51</u>
General Fund Payroll	11/22/18	\$	280,912.64	
Water Fund Payroll	11/22/18	\$	37,090.95	
			Subtotal:	<u>\$ 318,003.59</u>
Total to be Approved by City Council:				<u>\$ 409,374.10</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 12/3/2018 Through 12/3/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	OVERAGE- OCTOBER 2018	AP120318	4325	Consulting/Professional	577.50
AIS	FIBER SPEED BETWEEN CH /PD- SOFTWARE UPGRADE	AP120318	4325	Consulting/Professional	793.00
AIS	MONTHL SERVICE- DECEMBER 2018	AP120318	4325	Consulting/Professional	4,900.03
AIS	MONTHLY BACK UP SERVICE- DECEMBER 2018	AP120318	4325	Consulting/Professional	950.00
AMERICAN PLANNING ASSOC- IL	2016 JOB POSTING- CITY PLANNER	AP120318	4325	Consulting/Professional	100.00
CALL ONE, INC.	CITY TELEPHONE BILL- (Nov 15 - Dec 14, ,2018)	AP120318	4267	Telephone	1,265.33
CINTAS FIRST AID AND SAFETY	CINTAS FIRST AID SERVICE CHARGE	AP120318	4219	Liability Insurance	23.20
IMPACT NETWORKING, LLC	KONICA LEASE (11-18-18 thru 12-17-18)	AP120318	4225	Maintenance - Equipment	113.00
MUNICIPAL WEB SERVICES	DARIEN WEBSITE MAINTENANCE-HOSTI... -OCT 2018	AP120318	4325	Consulting/Professional	452.00
OFFICE DEPOT	2 MONITOR RISERS	AP120318	4253	Supplies - Office	<u>40.18</u>
				Total Administration	9,214.24

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
MUNICIPAL CLERKS OF ILLINOIS	MUNICIPAL CLERKS OF IL MEMBERSHIP-2019 -JOANNE RAGONA	AP120318	4213	Dues and Subscriptions	65.00
				Total City Council	65.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/3/2018 Through 12/3/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	QUARTERLY MONITORING-CITY HALL (Dec 2018 - Feb 2019)	AP120318	4223	Maintenance - Building	105.00
ALARM DETECTION SYSTEMS INC	QUARTERLY MONITORING-POLICE DEPT (Dec 2018 - Feb 2019)	AP120318	4223	Maintenance - Building	105.00
CARLSEN'S ELEVATOR SERVICES	ELEVATOR SERVICE AT POLICE DEPT	AP120318	4223	Maintenance - Building	1,041.46
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET /PW	AP120318	4219	Liability Insurance	118.21
COM ED	COM ED 0788310001 1041 S FRONTAGE RD	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
COM ED	COM ED 0633028127 7535 S CASS (CLOCK TOWER)	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	120.33
CONSTELLATION NEW ENERGY, INC.	ENERGY- 75TH /ADAMS	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,729.71
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR CITY HALL	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	81.40
DUPAGE TOPSOIL, INC.	TOPSOIL	AP120318	4257	Supplies - Other	350.00
DUPAGE TOPSOIL, INC.	TOPSOIL	AP120318	4257	Supplies - Other	350.00
GRAINGER	PW MAINT SUPPLIES	AP120318	4223	Maintenance - Building	25.10
HCI TRANSPORTATION	CABLE REPAIR	AP120318	4229	Maintenance - Vehicles	44.28
I.R.M.A.	OCTOBER DEDUCTIBLE	AP120318	4219	Liability Insurance	3,069.89
INDUSTRIAL SYSTEM LTD	SPRAYER, TANK & PUMP FOR PICKUP	AP120318	4815	Equipment	4,995.00
JSN CONTRACTORS SUPPLY	SAFETY GLOVES	AP120318	4219	Liability Insurance	83.88
LAWSON PRODUCTS INCORPORATED	FASTENERS, MECHANIC SUPPLIES	AP120318	4229	Maintenance - Vehicles	453.23
OCCUPATIONAL HEALTH CENTERS	RANDOM COLLECTION (D Brown)	AP120318	4219	Liability Insurance	37.00
TEMPLE DISPLAY LTD	VINYL BOWS	AP120318	4257	Supplies - Other	112.10
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR CITY HALL	AP120318	4223	Maintenance - Building	213.06

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP120318	4223	Maintenance - Building	94.81
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- POLICE DEPT	AP120318	4223	Maintenance - Building	148.12
				Total Public Works, Streets	13,333.67

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/3/2018 Through 12/3/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ANTON HRUBY	HRUBY-(UNDER ARMOUR)	AP120318	4269	Uniforms	53.99
BRETTE GLOMB	CLOTHING REIMB-(NORDSTROM, MOOSE JAW)	AP120318	4269	Uniforms	278.44
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR POLICE DEPT	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	352.04
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING D4	AP120318	4815	Equipment	10,106.90
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING D11	AP120318	4815	Equipment	10,036.95
EMERGENCY VEHICLE TECHNOLOGIES	CARGO BARRIER D11	AP120318	4815	Equipment	415.00
GERALD R. PICCOLI	CMDR PICCOLI- BOOTS, JACKET, KNIFE	AP120318	4269	Uniforms	375.58
I.R.M.A.	IRMA ATTENDANCE-THOMAS	AP120318	4219	Liability Insurance	25.00
IL ASSOC OF PROPERTY-EVIDENCE	HELLMANN- IL ASSOC OF PROPERTY/EVIDENCE MANAGERS 2019 MEMBER	AP120318	4213	Dues and Subscriptions	35.00
IL ASSOC PROPERTY/EVIDENCE MGR	2019 MEMBERSHIP-IL ASSOC PROPERTY/EVIDENCE-NYKIEL	AP120318	4213	Dues and Subscriptions	35.00
IL SECRETARY OF STATE POLICE	D33 REGISTRATION RENEWAL	AP120318	4229	Maintenance - Vehicles	101.00
JASON NORTON	NORTON- SOCKS, LONG JOHNS (KOHLS, TARGET)	AP120318	4269	Uniforms	76.09
JEFFREY SIMEK	SIMEK-FLASHLIGHT (Amazon)	AP120318	4269	Uniforms	87.89
MOORE MEDICAL LLC	CPR PADZ AND SUPPLIES	AP120318	4219	Liability Insurance	808.13
RAY O'HERRON CO. INC.	STUTTE - ALTERATIONS, SERVICE BARS	AP120318	4269	Uniforms	25.00

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/3/2018 Through 12/3/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	DOLLINS- SWEATER and ALTERATIONS	AP120318	4269	Uniforms	99.00
RAY O'HERRON CO. INC.	DOLLINS- PRO TAC LIGHT	AP120318	4269	Uniforms	113.99
RAY O'HERRON CO. INC.	HARKEY- BULLET PROOF VEST REPLACEMENT	AP120318	4269	Uniforms	760.94
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR RECORDS DEPT	AP120318	4253	Supplies - Office	74.67
THOMSON REUTERS -	WEST INFORMATION CHARGES	AP120318	4217	Investigation and Equipment	295.50
				Total Police Department	24,156.11
				Total General Fund	46,769.02

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET /PW	AP120318	4219	Liability Insurance	118.20
DYNEGY ENERGY SERVICES	ENERGY- WATER PLANTS	AP120318	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,234.95
GRAINGER	GAS CANS	AP120318	4231	Maintenance - Water System	101.00
GRAINGER	GAS CANS	AP120318	4231	Maintenance - Water System	107.00
JSN CONTRACTORS SUPPLY	SAFETY GLOVES	AP120318	4219	Liability Insurance	83.88
JSN CONTRACTORS SUPPLY	WORK GLOVES	AP120318	4219	Liability Insurance	317.76
LAWSON PRODUCTS INCORPORATED	BOLTS, WASHERS	AP120318	4231	Maintenance - Water System	701.73
TRI-K INC	HD LINER	AP120318	4223	Maintenance - Building	59.90
				Total Public Works, Water	3,724.42
				Total Water Fund	3,724.42

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ORANGE CRUSH LLC	PRIVATE SURFACE (11-13-18)	AP120318	4245	Road Material	104.00
ORANGE CRUSH LLC	PRIVATE SURFACE (11-12-18)	AP120318	4245	Road Material	106.60
ORANGE CRUSH LLC	PRIVATE SURFACE (10-9-18)	AP120318	4245	Road Material	155.48
				Total MFT Expenses	366.08
				Total Motor Fuel Tax	366.08

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHELL	GAS FOR POLICE DEPT	AP120318	4273	Vehicle (Gas and Oil)	286.45
				Total Drug Forfeiture Expenditures	286.45
				Total State Drug Forfeiture Fund	286.45

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD RD WATERMAIN ENGINEERING	AP120318	4390	Capital Improv-Infrastructure	3,718.00
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD RD WATERMAIN ENGINEERING	APVOID120318	4390	Capital Improv-Infrastructure	(3,718.00)
				Total Depreciation Expenses	0.00
				Total Water Depreciation Fund	0.00

CITY OF DARIEN
Expenditure Journal
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VILLA PARK OFFICE EQUIP, INC.	OFFICE FURNITURE FOR SGT ROOM	AP120318	4213	Dues and Subscriptions	23,018.94
				Total Drug Forfeiture Expenditures	23,018.94
				Total Federal Equitable Sharing Fund	23,018.94

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 12/3/2018 Through 12/3/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUBURBAN CONCRETE, INC.	MISC PROJECTS/ CURB AND SIDEWALK	AP120318	4376	Ditch Projects	6,619.20
SUBURBAN CONCRETE, INC.	CURBS / SIDEWALKS	AP120318	4376	Ditch Projects	10,292.00
WELCH BROS INC	KNOTTINGHAM PORT	AP120318	4376	Ditch Projects	<u>294.40</u>
				Total Capital Fund Expenditures	<u>17,205.60</u>
				Total Capital Improvement Fund	<u>17,205.60</u>
Report Total					<u><u>91,370.51</u></u>



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
11/20	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$3479.73- INCLUDING PAYMENTS RECEIVED	-3,479.73
11/26	LANGUAGE LINE, INC. 800-7526096 CA <i>RUSSIAN INTERPRETER</i> ED RENTKA TRANSACTIONS THIS CYCLE (CARD 4583) \$79.00	79.00
11/03	COMCAST CHICAGO CS 1X 800-265-2278 IL <i>INTERNET - POLICE DEPT</i>	199.85
11/02	ILLINOIS FIRE AND POLICE 630-5712800 IL <i>2019 RENEW MEMBERSHIP</i>	375.00
11/13	Amazon.com*M872T1KG0 Amzn.com/bill WA <i>PRINTER FOR SERGEANTS</i>	249.99
11/13	IACP 703-8366767 VA <i>2019 MEMBERSHIP - CHIEF</i>	150.00
11/15	SHOW ME CABLES 636-519-9505 MO <i>WATCHGUARD CABLES</i>	22.33
11/15	Amazon.com*M87PB6UR1 Amzn.com/bill WA <i>HOOKS</i>	14.72
11/15	AMZN Mktp US*M81YN1ITO Amzn.com/bill WA <i>NOTE RAILS - CUBICLES</i>	58.62
11/17	AMZN Mktp US*M84CQ9WP1 Amzn.com/bill WA <i>ADAPTER</i>	11.99
11/18	AMZN Mktp US*M89W96Y41 Amzn.com/bill WA <i>MEDIA BRIDGE CABLE</i>	31.98
11/18	Amazon.com*M86XC9IK2 Amzn.com/bill WA <i>JANITORIAL SUPPLIES</i>	16.82
11/18	AMZN Mktp US*M89W81YQ1 Amzn.com/bill WA <i>ID CLIPS FOR EMPLOYEES</i>	12.99
11/20	LASER-LABS.COM WWW.LASERLABS MA <i>TINT METERS / PATROL</i>	99.90
11/27	USPS.COM CLICKNSHIP 800-344-7779 DC <i>RETURN BINOCULARS</i>	25.15
11/27	NAPNAMEPLATES NAPTAGS.COM MI <i>NAME PLATES - CUBICLES</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$1406.29	135.95
11/09	INTERSTATE BATTERIES O PLAINFIELD IL <i>BATTERY - SPEED SIGN</i>	142.60
11/12	CHICAGO TRIB SUBSCRIPTIO 312-546-7900 TX <i>VANA</i>	7.96
11/16	FERGUSON ENT #1550 ADDISON IL <i>FAUCET MENSROOM - CH</i>	126.16
11/22	COMCAST CHICAGO 800-COMCAST IL <i>INTERNET - PUBLIC WORKS</i> ✓ DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8085) \$366.57	89.85
11/09	THE HOME DEPOT 1905 DARIEN IL <i>SPACE CUBE - Sgt Office</i>	86.85
11/08	STAPLES 00117671 WILLOW BROOK IL <i>LABELS - RECDRAS DEPT</i>	24.99
11/12	WAL-MART #2215 DARIEN IL <i>BATTERIES</i>	6.24
11/13	SUBURBAN DOOR CHECK & LOC WESTMONT IL <i>KEYS FOR POLICE DEPT</i>	88.40
11/19	THE HOME DEPOT 1905 DARIEN IL <i>DRAWER LINER - LISS</i>	19.96
11/27	THE HOME DEPOT 1905 DARIEN IL <i>BLACK TAPE - TOPPEL / RANGE</i> PAULINA NOGA TRANSACTIONS THIS CYCLE (CARD 1213) \$258.42	26.98

2018 Totals Year-to-Date	
Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$61.13

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

INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
--------------	------------------------------	----------------------------------	------------------



EMERGENCY 2018						
S	M	T	W	T	F	S
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

New Balance
\$2,104.28

Minimum Payment Due
\$420.00

Payment Due Date
12/24/18

**CHASE ULTIMATE REWARDS®
SUMMARY**

Previous points balance	28,032
+ 1 Point per \$1 earned on all purchases	2,105

Total points available for redemption 30,137

With the Chase Corporate Flex Card(SM), your business earns 1 point per \$1 spent on all purchases, with no caps or expiration on points. Redeem for travel, employee incentives, cash and more. View your options at www.ultimaterewards.com

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

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

ACCOUNT SUMMARY

Previous Balance	\$3,479.73
Payment, Credits	-\$3,479.73
Purchases	+\$2,104.28
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$2,104.28
Opening/Closing Date	11/03/18 - 12/02/18
Revolving Credit Amount	\$50,000
Available Credit	\$47,895
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 17, 2018**

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			\$287,517.12
Water Fund			\$350,808.91
Motor Fuel Tax Fund			\$1,603.88
Water Depreciation Fund			\$2,243.50
Special Service Area Tax Fund			
Debt Service Fund			
Capital Improvement Fund			\$20,057.70
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			\$22.33
DUI Technology Fund			
		<i>Subtotal:</i>	<u>\$662,253.44</u>
General Fund Payroll	12/06/18	\$	259,740.09
Water Fund Payroll	12/06/18	\$	25,854.08
		<i>Subtotal:</i>	<u>\$ 285,594.17</u>
<i>Total to be Approved by City Council:</i>			<u>\$ 947,847.61</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ABILA	ANNUAL MAINTENANCE /SUPPORT	AP121718	4225	Maintenance - Equipment	5,389.00
ADVANCE AUTO PARTS	WIPER BLADE FOR 503	AP121718	4273	Vehicle (Gas and Oil)	14.38
AIS	SEPTEMBER 2018 OVERAGE	AP121718	4325	Consulting/Professional	210.00
CAREER BUILDER	SOLICITOR BACKGROUND CHECKS	AP121718	4219	Liability Insurance	179.75
CHASE CARD SERVICES	VANA -SUBSCRIPTION	AP121718	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	INTERNET FOR PUBLIC WORKS	AP121718	4267	Telephone	89.85
CHRONICLE MEDIA LLC	LEGAL NOTICE- ZONING TEXT AMENDMENT	AP121718	4221	Legal Notices	47.50
CLEAN SLATE INC	CLEANING SERVICE - CH, PD, PW	AP121718	4345	Janitorial Service	1,413.15
EMERALD MARKETING INC.	NEIGHBORS MAGAZINE- JAN/FEB 2019	AP121718	4239	Public Relations	3,145.27
GOVTEMPSUSA LLC	VANA (11-11-18)	AP121718	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (11-18-18)	AP121718	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (11-25-18)	AP121718	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (12-2-18)	AP121718	4325	Consulting/Professional	3,415.38
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	114.96
OFFICE DEPOT	MONITOR RISER -RK	AP121718	4253	Supplies - Office	18.19
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP121718	4253	Supplies - Office	36.53
OFFICE DEPOT	MINI CLIPS	AP121718	4253	Supplies - Office	3.79
PETTY CASH	REFRESHMENTS FOR RECYCLING EVENT	AP121718	4205	Boards and Commissions	41.48
PETTY CASH	MG MILEAGE -COUNTY RECORDER R-78-18, R-52-18	AP121718	4265	Travel/Meetings	20.78
PETTY CASH	JR MILEAGE - LIQUOR LICENSE DELIVERY	AP121718	4265	Travel/Meetings	13.62

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
PETTY CASH	BV PARKING- EPA MEETING IN CHICAGO	AP121718	4265	Travel/Meetings	23.00
PETTY CASH	MG MILEAGE- FILING TREASURER/FINANCIAL REPORTS	AP121718	4265	Travel/Meetings	20.78
PETTY CASH	MG MILEAGE- FILING TAX LEVY	AP121718	4265	Travel/Meetings	20.78
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE (9-30-18 thru 12-29-18)	AP121718	4243	Rent - Equipment	254.82
ROSENTHAL, MURPHEY, COBLENTZ	STERIGENICS	AP121718	4219	Liability Insurance	5,005.00
ROSENTHAL, MURPHEY, COBLENTZ	MISC: POLICY REVISIONS, ELECTION CODES, STERIGENICS LITIG	AP121718	4219	Liability Insurance	605.00
ROSENTHAL, MURPHEY, COBLENTZ	COSTS: RESEARCH, POSTAGE, PHOTOCOPIES	AP121718	4219	Liability Insurance	335.36
VERIZON WIRELESS	VERIZON WIRELESS CHARGES (Oct 24 thru Nov 23, 2018)	AP121718	4267	Telephone	1,522.75
				Total Administration	32,195.22

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STERLING CODIFIERS, INC.	CODIFIERS HOSTING FEE 2019	AP121718	4325	Consulting/Professional	500.00
				Total City Council	500.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	INSPECTIONS - NOV 2018	AP121718	4325	Consulting/Professional	4,115.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS- NOV 2018	AP121718	4328	Conslt/Prof Reimbursable	20,401.06
ROSENTHAL, MURPHEY, COBLENTZ	BOUNDARY AGREEMENT W/ DOWNERS GROVE	AP121718	4219	Liability Insurance	330.00
ROSENTHAL, MURPHEY, COBLENTZ	EMAIL EXCHANGE RE: 7231 LEONARD DEMO	AP121718	4219	Liability Insurance	55.00
UNITED ANALYTICAL SERVICES INC	2 HOURS OF PROFESSIONAL SERVICES	AP121718	4325	Consulting/Professional	390.00
				Total Community Development	25,291.06

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	BRAKE PADS FOR 104	AP121718	4229	Maintenance - Vehicles	51.99
ADVANCE AUTO PARTS	OIL SEAL FOR 104	AP121718	4229	Maintenance - Vehicles	31.17
ADVANCE AUTO PARTS	ROTOR, BRAKE PADS, OIL SEAL FOR 112	AP121718	4229	Maintenance - Vehicles	342.50
ADVANCE AUTO PARTS	OIL SEAL FOR SHOP	AP121718	4229	Maintenance - Vehicles	41.56
ADVANCE AUTO PARTS	OIL FILTERS FOR 102	AP121718	4229	Maintenance - Vehicles	67.29
ADVANCE AUTO PARTS	OIL FILTERS FOR 104	AP121718	4229	Maintenance - Vehicles	67.29
ADVANCE AUTO PARTS	ROTORS, BRAKE PADS - 102 and 104	AP121718	4229	Maintenance - Vehicles	150.76
ADVANCE AUTO PARTS	ROTORS, BRAKE PADS - 102 and 104	AP121718	4229	Maintenance - Vehicles	81.88
ADVANCE AUTO PARTS	CREDIT FOR INVOICE 683096	AP121718	4229	Maintenance - Vehicles	(150.76)
ADVANCE AUTO PARTS	CREDIT FOR INVOICE 683096	AP121718	4229	Maintenance - Vehicles	(81.88)
AIR ONE EQUIPMENT, INC.	HARD HATS	AP121718	4219	Liability Insurance	140.50
ALLIED GARAGE DOOR INC.	ROLLER REPLACEMENT ON SALT SHED DOOR	AP121718	4223	Maintenance - Building	271.25
CHASE CARD SERVICES	BATTERY FOR SPEED SIGN	AP121718	4223	Maintenance - Building	142.60
CHASE CARD SERVICES	FAUCET FOR CITY HALL MENS ROOM	AP121718	4223	Maintenance - Building	126.16
CHASE CARD SERVICES	JANITORIAL SUPPLIES FOR POLICE DEPT	AP121718	4223	Maintenance - Building	16.82
CHRISTOPHER B. BURKE ENG, LTD	PERMITTING- DALE ROAD WETLAND	AP121718	4325	Consulting/Professional	768.00
CINTAS #769	MATT RENTAL -CITY HALL	AP121718	4223	Maintenance - Building	44.04
CINTAS #769	MATT RENTAL - POLICE DEPT	AP121718	4223	Maintenance - Building	48.81
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP121718	4223	Maintenance - Building	24.99
COM ED	COM ED 0269155053- 2101 W 75TH ST	AP121718	4359	Street Light Oper & Maint.	66.49

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
COMCAST CABLE	CABLE FOR CITY HALL	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.43
CONSTELLATION NEW ENERGY, INC.	0 CASS AVE LITE RT/25 (N OF JAMES PETER CT)	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	23.15
CONSTELLATION NEW ENERGY, INC.	CONTROLLER S FRONTAGE/CASS	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	42.52
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75H / PLAINFIELD RD	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	330.68
CONSTELLATION NEW ENERGY, INC.	2510 ABBEY DR LOT 278	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,671.61
CONSTELLATION NEW ENERGY, INC.	75TH ST LIGHTS / CASS	AP121718	4359	Street Light Oper & Maint.	440.77
DECKER SUPPLY CO.	SIGNS AND ACCESSORIES	AP121718	4257	Supplies - Other	3,477.00
EXPERT CHEMICAL & SUPPLY INC	SAFETY CLOTHING	AP121718	4219	Liability Insurance	183.50
GENE'S TIRE & AUTO REPAIR	TIRE REPAIR FOR END LOADER	AP121718	4229	Maintenance - Vehicles	590.58
GRADE A	SNOW SHOVELING (11-25-18)	AP121718	4223	Maintenance - Building	910.00
GRADE A	CARRIAGE GREENS DRAINAGE	AP121718	4374	Drainage Projects	810.00
GRAINGER	EYE WASH FOR SHOP	AP121718	4219	Liability Insurance	625.15
GVM INC	ANTI ICE KIT	AP121718	4815	Equipment	15,395.00
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4223	Maintenance - Building	575.26
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4223	Maintenance - Building	167.42
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4225	Maintenance - Equipment	29.97
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4257	Supplies - Other	456.33
HOMER TREE CARE, INC.	EMERGENCY TREE REMOVAL-BAVARIAN LANE (STORM)	AP121718	4375	Tree Trim/Removal	200.00
IL CENTRAL SWEEPING SERVICE	STREET SWEEPING	AP121718	4373	Street Sweeping	14,385.00
IL SECTION -AMERICAN WATERWORK	LEPIC- FLAGGER TRAINING	AP121718	4263	Training and Education	240.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ILLINI POWER PRODUCTS	GENERATOR MAINTENANCE-CITY HALL	AP121718	4223	Maintenance - Building	1,390.00
ILLINI POWER PRODUCTS	GENERATOR MAINTENANCE-POLICE DEPT	AP121718	4223	Maintenance - Building	1,415.00
INTERNATIONAL SOCIETY OF ARBOR	CERTIFIED ARBORIST DUES- JOHN CARR	AP121718	4263	Training and Education	265.00
INTERSTATE BILLING SERVICE INC	REPAIRS	AP121718	4229	Maintenance - Vehicles	365.00
INTERSTATE BILLING SERVICE INC	REPAIR FOR 109	AP121718	4229	Maintenance - Vehicles	365.00
INTERSTATE BILLING SERVICE INC	BRAKES FOR 110	AP121718	4229	Maintenance - Vehicles	343.44
INTERSTATE BILLING SERVICE INC	CHAMBER BRAKE FOR 109	AP121718	4229	Maintenance - Vehicles	191.80
JX TRUCK CENTER- BOLINGBROOK	TRUCK 106- CAB & CHASSIS	AP121718	4815	Equipment	106,325.00
KAMAN FLUID POWER LLC	VEHICLE REPAIRS ON 101	AP121718	4229	Maintenance - Vehicles	90.24
KAMAN FLUID POWER LLC	VEHICLE REPAIRS ON 104	AP121718	4229	Maintenance - Vehicles	90.24
KAMAN FLUID POWER LLC	REPAIR PARTS FOR 108	AP121718	4229	Maintenance - Vehicles	159.74
MAC TOOLS	MECHANIC TOOLS-FORD WHEEL OIL SEALS	AP121718	4259	Small Tools & Equipment	281.98
MARTIN IMPLEMENT SALES, INC.	BRAKE FOR 206	AP121718	4229	Maintenance - Vehicles	18.50
McMASTER-CARR	4 POINT SOCKET	AP121718	4223	Maintenance - Building	21.13
MONROE TRUCK EQUIPMENT	PTO REPAIR - 110	AP121718	4229	Maintenance - Vehicles	1,309.68
PATTEN INDUSTRIES, INC.	LOADER	AP121718	4229	Maintenance - Vehicles	651.72
PATTEN INDUSTRIES, INC.	HARNESS	AP121718	4229	Maintenance - Vehicles	548.07
PATTEN INDUSTRIES, INC.	CONNECTOR	AP121718	4229	Maintenance - Vehicles	23.56
RACK 'M UP EQUIPMENT DISTRIBUT	AIR COMPRESSOR AT PW	AP121718	4259	Small Tools & Equipment	5,171.79
RAGS ELECTRIC	STREET LIGHT - 1001 WILLOW	AP121718	4359	Street Light Oper & Maint.	6,530.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAGS ELECTRIC	REPLACED FUSES- PLAINFIELD/CASS/75TH ST	AP121718	4359	Street Light Oper & Maint.	443.75
RAMIRO GUZMAN LANDSCAPING INC	REPLACE BOXWOODS DUE TO EXCESS SALT	AP121718	4223	Maintenance - Building	1,104.00
RAMIRO GUZMAN LANDSCAPING INC	2018 TREE PLANTING	AP121718	4350	Forestry	21,855.00
SNAP ON INDUSTRIAL	MECHANICS TOOLS	AP121718	4259	Small Tools & Equipment	368.43
SNI SOLUTIONS	SALT TREATMENT	AP121718	4815	Equipment	15,000.00
STENSTROM PETROLEUM SERVICES	FUEL TANK INSPECTION/TESTING (EPA REQUIREMENT)	AP121718	4223	Maintenance - Building	425.00
STEVE PIPER & SONS, INC.	REMOTE TUB GRINDING (11-21-18)	AP121718	4243	Rent - Equipment	1,925.00
STONE WHEEL, INC.	HUB UNIT FOR 112	AP121718	4229	Maintenance - Vehicles	733.82
SUDHIR KELLAR	REIMBURSEMENT FOR SPRINKLER HEAD	AP121718	4257	Supplies - Other	115.00
TOTAL SAFETY U.S. INC	SAFETY HARNESS	AP121718	4219	Liability Insurance	237.22
TRAFFIC CONTROL AND PROTECTION	SIGNS FOR MUNICIPAL PARKING LOT	AP121718	4257	Supplies - Other	144.70
UNIQUE PRODUCTS & SERVICE CORP	SOAP FOR POLICE DEPT	AP121718	4223	Maintenance - Building	123.65
UNIQUE PRODUCTS & SERVICE CORP	TRASH CAN LINERS- POLICE DEPT	AP121718	4223	Maintenance - Building	105.89
WHOLESALE DIRECT, INC.	4 HYDRAULIC MOTORS	AP121718	4229	Maintenance - Vehicles	<u>998.29</u>
				Total Public Works, Streets	212,950.47

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	BRAKE PADS- D18	AP121718	4229	Maintenance - Vehicles	278.14
ADVANCE AUTO PARTS	WATER PUMP FOR D1	AP121718	4229	Maintenance - Vehicles	140.24
ADVANCE AUTO PARTS	ROTOR FOR D33	AP121718	4229	Maintenance - Vehicles	148.16
ADVANCE AUTO PARTS	BRAKE PADS FOR D33	AP121718	4229	Maintenance - Vehicles	67.58
ADVANTAGE CHEVROLET	STARTER FOR D9	AP121718	4229	Maintenance - Vehicles	302.15
ADVANTAGE CHEVROLET	CABLE FOR D9	AP121718	4229	Maintenance - Vehicles	102.94
ADVANTAGE CHEVROLET	HUB FOR D16	AP121718	4229	Maintenance - Vehicles	514.44
AIS	CLOUD CONTROLLER	AP121718	4267	Telephone	20.00
AIS	WATCH GUARD- POLICE DEPT	AP121718	4815	Equipment	175.00
AIS	MDT'S -POLICE DEPT	AP121718	4815	Equipment	2,895.00
B & B JOINT VENTURE	ADMIN TOW JUDGE FEE- NOV 2018	AP121718	4219	Liability Insurance	150.00
CHASE CARD SERVICES	2019 MEMBERSHIP RENEWAL FOR FPC	AP121718	4213	Dues and Subscriptions	375.00
CHASE CARD SERVICES	IACP RENEWAL FOR CHIEF THOMAS	AP121718	4213	Dues and Subscriptions	150.00
CHASE CARD SERVICES	2 TINT METERS FOR PATROL	AP121718	4217	Investigation and Equipment	99.90
CHASE CARD SERVICES	BATTERIES FOR POLICE DEPT	AP121718	4217	Investigation and Equipment	6.24
CHASE CARD SERVICES	BLACK TAPE FOR RANGE -SGT TOPEL	AP121718	4217	Investigation and Equipment	26.98
CHASE CARD SERVICES	6 PACK ADAPTERS	AP121718	4225	Maintenance - Equipment	11.99
CHASE CARD SERVICES	MEDIA BRIDGE CABLES	AP121718	4225	Maintenance - Equipment	31.98
CHASE CARD SERVICES	PRINTER FOR SERGEANTS	AP121718	4225	Maintenance - Equipment	249.99
CHASE CARD SERVICES	RETURN FEE- LOREK BINOCULARS	AP121718	4233	Postage/Mailings	25.15
CHASE CARD SERVICES	NAMEPLATES SGTS CUBICLES	AP121718	4253	Supplies - Office	135.95
CHASE CARD SERVICES	KEYS FOR POLICE DEPT	AP121718	4253	Supplies - Office	88.40
CHASE CARD SERVICES	SPACE CUBE FOR SGT OFFICE	AP121718	4253	Supplies - Office	86.85

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	TOUCH TAPE-RECORD DEPT LABEL MACHINE	AP121718	4253	Supplies - Office	24.99
CHASE CARD SERVICES	EMPLOYEE ID HOLDERS /CLIPS	AP121718	4253	Supplies - Office	12.99
CHASE CARD SERVICES	HOOKS FOR CUBICLES	AP121718	4253	Supplies - Office	14.72
CHASE CARD SERVICES	NOTE RAILS FOR CUBICLES	AP121718	4253	Supplies - Office	58.62
CHASE CARD SERVICES	CHASE CHARGES - NOV 2018	AP121718	4267	Telephone	79.00
CHASE CARD SERVICES	POLICE DEPT INTERNET	AP121718	4267	Telephone	199.85
CHASE CARD SERVICES	DRAWER LINE FOR SGT LISS SQUAD	AP121718	4815	Equipment	19.96
COX COMMUNICATIONS	REF# 18-70.178.102.127	AP121718	4217	Investigation and Equipment	50.00
GOLD SHIELD DETECTIVE AGENCY	BACKROUND INVESTIGATION FOR CANDIDATE MEYER	AP121718	4205	Boards and Commissions	893.50
JAKE THE STRIPER	STRIPING 9 SQUAD CARS	AP121718	4815	Equipment	5,000.00
JAMES A. TOPEL	TOPEL- SHOE INSERTS (ZAPPOS)	AP121718	4269	Uniforms	47.76
KING CAR WASH	SQUAD CAR WASHES -NOV 2018	AP121718	4229	Maintenance - Vehicles	222.00
LAW ENFORCEMENT RECORDS MGRS	RENTKA- 2019 LAW ENFORCEMENT RECORDS MGRS OF IL	AP121718	4213	Dues and Subscriptions	25.00
LAW ENFORCEMENT RECORDS MGRS	WRIGHT- 2019 LAW ENFORCEMENT RECORDS MANAGERS OF IL	AP121718	4213	Dues and Subscriptions	15.00
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	671.44
PEP BOYS	HEADLIGHT REPAIR D16	AP121718	4229	Maintenance - Vehicles	78.83
PEP BOYS	WIPER BLADES FOR D5	AP121718	4229	Maintenance - Vehicles	100.41
PEP BOYS	WHEEL BALANCE FOR D18	AP121718	4229	Maintenance - Vehicles	14.39

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PORTER LEE CORPORATION	BARCODE LABELS FOR BEAST	AP121718	4217	Investigation and Equipment	97.53
RAY O'HERRON CO. INC.	AUX OFFICERS EPAULETS	AP121718	4203	Auxiliary Police	17.90
RAY O'HERRON CO. INC.	SOMOGYE- GLOVES	AP121718	4269	Uniforms	36.99
RAY O'HERRON CO. INC.	SKWERES -BELT, BUCKLES, ARMORSKIN	AP121718	4269	Uniforms	101.08
RAY O'HERRON CO. INC.	RUNDELL -LED LIGHT CASE	AP121718	4269	Uniforms	38.99
RAY O'HERRON CO. INC.	CSO NOGA- LIGHT CASE	AP121718	4269	Uniforms	13.99
RAY O'HERRON CO. INC.	RENTKA -BADGE	AP121718	4269	Uniforms	93.75
RAY O'HERRON CO. INC.	SOMOGYE- SKULL CAP	AP121718	4269	Uniforms	18.00
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS, TRAVEL, PREP	AP121718	4219	Liability Insurance	1,430.00
STAPLES BUSINESS ADVANTAGE	COLORED PAPER	AP121718	4253	Supplies - Office	26.40
UNIV OF ILLINOIS at CHICAGO	THC SCREEN CASE 18-04514	AP121718	4217	Investigation and Equipment	175.00
VERIZON WIRELESS	VERIZON WIRELESS CHARGES (Oct 24 thru Nov 23, 2018)	AP121718	4267	Telephone	796.21
WILLIAM W. GREENABERG	GREENABERG -DUTY BACK PACK	AP121718	4269	Uniforms	123.99
				Total Police Department	16,580.37
				Total General Fund	287,517.12

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	BRAKE CONTROLLER- #402	AP121718	4225	Maintenance - Equipment	89.95
ADVANCED AUTOMATION & CONTROLS	SCADA REPAIR	AP121718	4325	Consulting/Professional	220.00
AIR ONE EQUIPMENT, INC.	HARD HATS	AP121718	4219	Liability Insurance	140.50
ALLIED GARAGE DOOR INC.	ROLLER REPLACEMENT ON SALT SHED DOOR	AP121718	4223	Maintenance - Building	271.25
AMERICAN WATER WORKS ASSOC.	MEMBERSHIP RENEWAL - THROM	AP121718	4263	Training and Education	218.00
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP121718	4223	Maintenance - Building	24.99
CLEAN SLATE INC	CLEANING SERVICE - CH, PD, PW	AP121718	4223	Maintenance - Building	471.05
COM ED	COM ED 3118112014 - 2103 75TH ST PUMPING STATION	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	234.32
CORE & MAIN	12 RUBBER GASKETS	AP121718	4231	Maintenance - Water System	389.16
CORE & MAIN	BLUE MARKING FLAGS	AP121718	4231	Maintenance - Water System	230.00
DUPAGE WATER COMMISSION	WATER PURCHASE (10-31-18 thru 11-30-18)	AP121718	4340	DuPage Water Commission	336,754.86
EXPERT CHEMICAL & SUPPLY INC	HOODIE- STANKO	AP121718	4269	Uniforms	45.00
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4225	Maintenance - Equipment	3.57
HOME DEPOT	MAINTENANCE SUPPLIES	AP121718	4231	Maintenance - Water System	412.03
ILLINI POWER PRODUCTS	GENERATOR MAINTENANCE-PUMP STATION	AP121718	4223	Maintenance - Building	1,210.00
LAWSON PRODUCTS INCORPORATED	PARTS FOR HYDRANT AND VALVE REPAIRS	AP121718	4231	Maintenance - Water System	605.36
NICOR GAS	NICOR -21710264942 -WATER TOWER	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	175.69
NICOR GAS	NICOR -05002110004 1930 MANNING (PLANT #3)	AP121718	4271	Utilities (Elec,Gas,Wtr,Sewer)	109.23

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 12/17/2018 Through 12/17/2018

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	NICOR -12344110007 1897 MANNING (PLANT #4)	AP121718	4271	Utilities (Elec, Gas, Wtr, Sewer)	85.10
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE -PUBLIC WORKS	AP121718	4271	Utilities (Elec, Gas, Wtr, Sewer)	767.52
NICOR GAS	NICOR 23644110001 8600 LEMONT RD (PLANT 5)	AP121718	4271	Utilities (Elec, Gas, Wtr, Sewer)	156.22
RACK 'M UP EQUIPMENT DISTRIBUT	AIR COMPRESSOR AT PW	AP121718	4225	Maintenance - Equipment	5,171.79
STENSTROM PETROLEUM SERVICES	FUEL TANK INSPECTION/TESTING (EPA REQUIREMENT)	AP121718	4223	Maintenance - Building	425.00
SUBURBAN LABORATORIES	PH TEST -SOIL SAMPLES	AP121718	4231	Maintenance - Water System	160.00
SUPERIOR ASPHALT MATERIALS	COLD PATCH	AP121718	4231	Maintenance - Water System	974.64
SUPERIOR ASPHALT MATERIALS	COLD PATCH	AP121718-2	4231	Maintenance - Water System	974.61
SUPERIOR ASPHALT MATERIALS	WRONG AMOUNT ENTERED ON INV 20181490	APCREDIT121...	4231	Maintenance - Water System	(974.64)
TAMELING INDUSTRIES	STRAW MAT ROLL	AP121718	4231	Maintenance - Water System	126.00
TOTAL SAFETY U.S. INC	SAFETY HARNESS	AP121718	4219	Liability Insurance	237.21
VERIZON WIRELESS	VERIZON WIRELESS CHARGES (Oct 24 thru Nov 23, 2018)	AP121718	4267	Telephone	590.50
ZIEBELL WATER SERVICE PRODUCTS	MAIN CLAMPS	AP121718	4231	Maintenance - Water System	510.00
				Total Public Works, Water	350,808.91
				Total Water Fund	350,808.91

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUPERIOR ASPHALT MATERIALS	COLD PATCH	AP121718	4245	Road Material	1,603.88
SUPERIOR ASPHALT MATERIALS	COLD PATCH	AP121718-2	4245	Road Material	1,603.88
SUPERIOR ASPHALT MATERIALS	WRONG AMOUNT ENTERED ON INV 20181490	APCREDIT121...	4245	Road Material	(1,603.88)
				Total MFT Expenses	1,603.88
				Total Motor Fuel Tax	1,603.88

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	PLAN INTERPRETATION AND OBSERVATION	AP121718	4390	Capital Improv-Infrastructure	2,243.50
				Total Depreciation Expenses	2,243.50
				Total Water Depreciation Fund	2,243.50

CITY OF DARIEN
Expenditure Journal
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	WATCHGUARD CABLES	AP121718	4213	Dues and Subscriptions	22.33
				Total Drug Forfeiture Expenditures	22.33
				Total Federal Equitable Sharing Fund	22.33

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 12/17/2018 Through 12/17/2018

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AMBER MECHANICAL CONTRACTORS	PD HVAC	AP121718	4390	Capital Improv-Infrastructure	9,840.08
AMBER MECHANICAL CONTRACTORS	CHANGE ORDER- PD HVAC	AP121718	4390	Capital Improv-Infrastructure	7,449.12
CHRISTOPHER B. BURKE ENG, LTD	2019 ROAD PROGRAM	AP121718	4325	Consulting/Professional	<u>2,768.50</u>
				Total Capital Fund Expenditures	<u>20,057.70</u>
				Total Capital Improvement Fund	<u>20,057.70</u>
Report Total					<u><u>662,253.44</u></u>

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
November 30, 2018**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,056,866	\$ 10,285,010	\$ 14,938,182
Expenditures	\$ 1,383,814	\$ 8,119,758	\$ 13,302,791
Audited 5/1/18 Opening Fund Balance:			\$ 4,281,317
Transfer to Capital Fund			\$ (3,000,000)
Transfer to DUI Technology Fund/Seizure Fund			\$ (76,367)
Current Fund Balance:			\$ 3,370,202

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,508,958	\$ 5,256,147	\$ 8,053,878
Expenditures	\$ 768,893	\$ 3,663,812	\$ 7,314,888
Audited 5/1/18 Cash Balance			\$ 1,460,625
Transfer to Water Depreciation Fund			\$ (430,000)
Current Modified Cash Balance:			\$ 2,622,960

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 53,554	\$ 335,093	\$ 553,150
Expenditures	\$ 20,723	\$ 187,191	\$ 527,535
Audited 5/1/18 Opening Fund Balance:			\$ 389,439
Current Fund Balance:			\$ 537,341

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,551	\$ 3,453,609	\$ 3,500,000
Expenditures	\$ 18,509	\$ 1,398,434	\$ 1,608,000
Audited 5/1/18 Cash Balance			\$ (315,956)
Transfer from Water Fund			\$ 430,000
Current Modified Cash Balance:			\$ 2,169,220

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 8,245	\$ 224,851	\$ 218,427
Expenditures	\$ 288,742	\$ 3,928,808	\$ 4,244,868
Audited 5/1/18 Opening Fund Balance:			\$ 6,122,046
Transfer from General Fund			\$ 3,000,000
Current Fund Balance:			\$ 5,418,089

	Current Actual Year to Date	Current Budgeted F.Y.E. '19	Prior Year Actual Through November 17
Property Tax Collections	\$ 2,409,665	\$ 2,382,223	\$ 2,386,266
Sales Tax Collections	\$ 3,320,912	\$ 5,509,413	\$ 3,157,931
Drug forfeiture Receipts	\$ 24,318	\$ -	\$ 76,373

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
General Fund
Revenue
From 11/1/2018 Through 11/30/2018

		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	15,792.21	181,983.00	2,223,683.18	1,819,830.00	2,183,796.00	39,887.18	(1.82)%
Road and Bridge Tax	3120	1,472.64	17,085.00	208,764.14	170,835.00	205,000.00	3,764.14	(1.83)%
Municipal Utility Tax	3130	84,573.92	73,000.00	584,822.66	527,000.00	985,000.00	(400,177.34)	40.62%
Amusement Tax	3140	7,430.39	6,600.00	53,447.77	52,300.00	82,000.00	(28,552.23)	34.81%
Hotel/Motel Tax	3150	4,825.16	5,000.00	40,628.67	48,200.00	75,000.00	(34,371.33)	45.82%
Local Gas Tax	3151	23,275.19	25,833.00	185,903.74	180,831.00	310,000.00	(124,096.26)	40.03%
Food and Beverage Tax	3152	59,408.03	45,000.00	369,062.47	350,000.00	580,000.00	(210,937.53)	36.36%
Personal Property Tax	3425	0.00	0.00	3,526.47	3,700.00	6,500.00	(2,973.53)	45.74%
Total Taxes		196,777.54	354,501.00	3,669,839.10	3,152,696.00	4,427,296.00	(757,456.90)	17.11%
License, Permits, Fees								
Business Licenses	3210	(5.00)	100.00	8,032.50	6,900.00	38,000.00	(29,967.50)	78.86%
Liquor License	3212	(2,000.00)	0.00	69,075.00	66,500.00	66,500.00	2,575.00	(3.87)%
Contractor Licenses	3214	420.00	500.00	13,585.00	16,900.00	20,000.00	(6,415.00)	32.07%
Court Fines	3216	9,922.88	8,000.00	78,915.29	63,000.00	100,000.00	(21,084.71)	21.08%
Towing Fees	3217	6,500.00	3,000.00	44,000.00	22,000.00	37,000.00	7,000.00	(18.91)%
Ordinance Fines	3230	2,625.00	1,200.00	13,150.00	12,100.00	20,000.00	(6,850.00)	34.25%
Building Permits and Fees	3240	6,457.73	150.00	102,786.00	34,300.00	35,000.00	67,786.00	(193.67)%
Telecommunication Taxes	3242	45,427.19	49,000.00	322,517.95	352,000.00	590,000.00	(267,482.05)	45.33%
Cable T.V. Franchise Fee	3244	4,802.54	5,000.00	230,822.76	217,800.00	452,800.00	(221,977.24)	49.02%
PEG - Fees - AT&T	3245	0.00	0.00	5,355.90	0.00	0.00	5,355.90	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	0.00	25,000.00	(25,000.00)	100.00%
Public Hearing Fees	3250	0.00	500.00	1,735.00	4,000.00	5,000.00	(3,265.00)	65.30%
Elevator Inspections	3255	0.00	0.00	2,150.00	2,250.00	4,500.00	(2,350.00)	52.22%
Engineering/Prof Fee Reimb	3265	2,013.24	3,000.00	34,972.96	61,000.00	74,000.00	(39,027.04)	52.73%
Legal Fee Reimbursement	3266	0.00	0.00	1,925.00	0.00	0.00	1,925.00	0.00%
D.U.I. Technology Fines	3267	0.00	300.00	1,393.00	3,900.00	6,500.00	(5,107.00)	78.56%
Police Special Service	3268	26,900.62	16,597.00	67,341.54	56,597.00	99,597.00	(32,255.46)	32.38%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
General Fund
Revenue
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Stormwater Management Fees	3270	0.00	0.00	200.00	0.00	0.00	200.00	0.00%
Developer Contribution/Impact	3275	0.00	15.00	0.00	125.00	200.00	(200.00)	100.00%
Total License, Permits, Fees		103,064.20	87,362.00	997,957.90	919,372.00	1,574,097.00	(576,139.10)	36.60%
Intergovernmental								
State Income Tax	3410	151,729.40	131,000.00	1,268,883.03	1,180,998.00	2,053,998.00	(785,114.97)	38.22%
Local Use Tax	3420	49,129.66	41,000.00	344,879.42	294,000.00	545,524.00	(200,644.58)	36.78%
Sales Taxes	3430	481,879.78	471,000.00	3,320,912.30	3,161,000.00	5,509,413.00	(2,188,500.70)	39.72%
Video Gaming Revenue	3432	15,280.68	12,000.00	112,607.27	82,000.00	140,000.00	(27,392.73)	19.56%
Total Intergovernmental		698,019.52	655,000.00	5,047,282.02	4,717,998.00	8,248,935.00	(3,201,652.98)	38.81%
Other Revenue								
Interest Income	3510	6,601.59	425.00	38,696.36	2,975.00	5,000.00	33,696.36	(673.92)%
Gain/Loss on Investment	3515	19.94	0.00	123.99	0.00	0.00	123.99	0.00%
Water Share Expense	3520	20,833.34	20,833.33	145,833.38	145,833.35	250,000.00	(104,166.62)	41.66%
Police Report/Prints	3534	1,025.00	415.00	3,523.50	2,925.00	5,000.00	(1,476.50)	29.53%
Drug Seizures	3537	0.00	0.00	(2,812.00)	0.00	0.00	(2,812.00)	0.00%
Reimbursement-Rear Yard Drain	3541	0.00	0.00	(2,435.85)	0.00	0.00	(2,435.85)	0.00%
Grants	3560	292.12	0.00	3,016.10	0.00	0.00	3,016.10	0.00%
Rents	3561	22,705.36	23,000.00	184,925.33	163,853.00	324,853.00	(139,927.67)	43.07%
Other Reimbursements	3562	293.10	3,750.00	80,609.07	26,250.00	45,000.00	35,609.07	(79.13)%
Residential Concrete Reimb	3563	0.00	0.00	51,510.91	0.00	0.00	51,510.91	0.00%
Miscellaneous - Reimbursable	3568	0.00	0.00	25,408.72	0.00	0.00	25,408.72	0.00%
Mail Box Reimbursement Program	3569	190.76	0.00	2,111.33	0.00	0.00	2,111.33	0.00%
Impact Fee Revenue	3570	0.00	0.00	625.00	0.00	0.00	625.00	0.00%
Sales of Wood Chips	3572	70.00	0.00	2,315.00	2,750.00	3,000.00	(685.00)	22.83%
Sale of Equipment	3575	77.00	3,500.00	77.00	31,500.00	35,000.00	(34,923.00)	99.78%
Miscellaneous Revenue	3580	6,896.84	1,700.00	36,403.18	11,700.00	20,000.00	16,403.18	(82.01)%
Total Other Revenue		59,005.05	53,623.33	569,931.02	387,786.35	687,853.00	(117,921.98)	17.14%
Total Revenue		1,056,866.31	1,150,486.33	10,285,010.04	9,177,852.35	14,938,181.00	(4,653,170.96)	31.15%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Water Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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 1,506,468.60	1,324,563.00	5,201,670.62	5,343,252.00	8,037,378.00	(2,835,707.38)	35.28%
Inspections/Tap on/Permits	3320 0.00	833.00	8,500.00	5,831.00	10,000.00	(1,500.00)	15.00%
Sale of Meters	3325 0.00	0.00	6,855.00	2,350.00	3,500.00	3,355.00	(95.85)%
Other Water Sales	3390 704.26	83.00	21,042.52	581.00	1,000.00	20,042.52	(2,004.25)%
Total Charges for Services	1,507,172.86	1,325,479.00	5,238,068.14	5,352,014.00	8,051,878.00	(2,813,809.86)	34.95%
Other Revenue							
Interest Income	3510 1,785.32	167.00	18,079.33	1,165.00	2,000.00	16,079.33	(803.96)%
Total Other Revenue	1,785.32	167.00	18,079.33	1,165.00	2,000.00	16,079.33	(803.97)%
Total Revenue	1,508,958.18	1,325,646.00	5,256,147.47	5,353,179.00	8,053,878.00	(2,797,730.53)	34.74%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Motor Fuel Tax
Revenue
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Intergovernmental								
MFT Allotment	3440	52,913.23	46,012.50	331,356.09	322,087.50	552,150.00	(220,793.91)	39.98%
Total Intergovernmental		52,913.23	46,012.50	331,356.09	322,087.50	552,150.00	(220,793.91)	39.99%
Other Revenue								
Interest Income	3510	640.78	83.00	3,737.02	581.00	1,000.00	2,737.02	(273.70)%
Total Other Revenue		640.78	83.00	3,737.02	581.00	1,000.00	2,737.02	(273.70)%
Total Revenue		53,554.01	46,095.50	335,093.11	322,668.50	553,150.00	(218,056.89)	39.42%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Stormwater Management Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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 98.20	0.00	598.34	0.00	0.00	598.34	0.00%
Total Other Revenue	98.20	0.00	598.34	0.00	0.00	598.34	0.00%
Total Revenue	98.20	0.00	598.34	0.00	0.00	598.34	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Special Service Area Tax Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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 87.44	416.00	5,044.30	4,166.00	5,000.00	44.30	(0.88)%
Total Taxes	87.44	416.00	5,044.30	4,166.00	5,000.00	44.30	(0.89)%
Other Revenue							
Interest Income	3510 17.78	8.00	108.42	56.00	100.00	8.42	(8.42)%
Total Other Revenue	17.78	8.00	108.42	56.00	100.00	8.42	(8.42)%
Total Revenue	105.22	424.00	5,152.72	4,222.00	5,100.00	52.72	(1.03)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
State Drug Forfeiture Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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	55.38	0.00	898.26	0.00	898.26	0.00%
Drug Forfeiture Receipts	3538	2,745.65	0.00	3,618.97	0.00	3,618.97	0.00%
Transfer from Other Funds	3612	0.00	0.00	(6,313.92)	0.00	(6,313.92)	0.00%
Total Other Revenue	<u>2,801.03</u>	<u>0.00</u>	<u>(1,796.69)</u>	<u>0.00</u>	<u>0.00</u>	<u>(1,796.69)</u>	<u>0.00%</u>
Total Revenue	2,801.03	0.00	(1,796.69)	0.00	0.00	(1,796.69)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Water Depreciation Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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	2,542.84	0.00	12,991.43	0.00	0.00	12,991.43	0.00%
Gain/Loss on Investment	3515	8.55	0.00	53.14	0.00	0.00	53.14	0.00%
Bond Issuance	3559	0.00	0.00	3,440,564.90	3,500,000.00	3,500,000.00	(59,435.10)	1.69%
Transfer from Water Fund	3610	0.00	0.00	430,000.00	430,000.00	430,000.00	0.00	0.00%
Total Other Revenue	<u>2,551.39</u>	<u>0.00</u>	<u>3,883,609.47</u>	<u>3,930,000.00</u>	<u>3,930,000.00</u>	<u>(46,390.53)</u>	<u>1.18%</u>	
Total Revenue	2,551.39	0.00	3,883,609.47	3,930,000.00	3,930,000.00	(46,390.53)	1.18%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Federal Equitable Sharing Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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 444.32	0.00	2,779.93	0.00	0.00	2,779.93	0.00%
Drug Forfeiture Receipts	3538 847.36	0.00	2,489.00	0.00	0.00	2,489.00	0.00%
Total Other Revenue	<u>1,291.68</u>	<u>0.00</u>	<u>5,268.93</u>	<u>0.00</u>	<u>0.00</u>	<u>5,268.93</u>	<u>0.00%</u>
Total Revenue	1,291.68	0.00	5,268.93	0.00	0.00	5,268.93	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Seized Assets Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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	0.00	(498.91)	0.00	0.00	(498.91)	0.00%
Transfer from Other Funds	3612	0.00	(37,542.44)	0.00	0.00	(37,542.44)	0.00%
Total Other Revenue	<u>0.00</u>	<u>0.00</u>	<u>(38,041.35)</u>	<u>0.00</u>	<u>0.00</u>	<u>(38,041.35)</u>	<u>0.00%</u>
Total Revenue	0.00	0.00	(38,041.35)	0.00	0.00	(38,041.35)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
DOT - Federal Equitable Sharin
Revenue
From 11/1/2018 Through 11/30/2018

	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	28.04	0.00	130.09	0.00	0.00	130.09	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	18,210.33	0.00	0.00	18,210.33	0.00%
Total Other Revenue	<u>28.04</u>	<u>0.00</u>	<u>18,340.42</u>	<u>0.00</u>	<u>0.00</u>	<u>18,340.42</u>	<u>0.00%</u>	
Total Revenue	28.04	0.00	18,340.42	0.00	0.00	18,340.42	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
DUI Technology Fund
Revenue
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
License, Permits, Fees								
D.U.I. Technology Fines	3267	573.93	0.00	5,385.87	0.00	0.00	5,385.87	0.00%
Total License, Permits, Fees	573.93	0.00	5,385.87	0.00	0.00	5,385.87	0.00%	
Other Revenue								
Interest Income	3510	1.41	0.00	467.92	0.00	0.00	467.92	0.00%
Transfer from Other Funds	3612	0.00	0.00	108,794.88	0.00	0.00	108,794.88	0.00%
Total Other Revenue	1.41	0.00	109,262.80	0.00	0.00	109,262.80	0.00%	
Total Revenue	575.34	0.00	114,648.67	0.00	0.00	114,648.67	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
E-Citation Fund
Revenue
From 11/1/2018 Through 11/30/2018

	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	11.41	0.00	50.55	0.00	0.00	50.55	0.00%
Transfer from Other Funds	3612	0.00	0.00	8,686.35	0.00	0.00	8,686.35	0.00%
Total Other Revenue	<u>11.41</u>	<u>0.00</u>	<u>8,736.90</u>	<u>0.00</u>	<u>0.00</u>	<u>8,736.90</u>	<u>0.00%</u>	
Total Revenue	11.41	0.00	8,736.90	0.00	0.00	8,736.90	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Capital Improvement Fund
Revenue
From 11/1/2018 Through 11/30/2018

		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	1,170.27	16,119.00	180,937.61	161,189.00	193,427.00	(12,489.39)	6.45%
Total Taxes		1,170.27	16,119.00	180,937.61	161,189.00	193,427.00	(12,489.39)	6.46%
Other Revenue								
Interest Income	3510	7,074.62	2,083.00	43,912.89	14,581.00	25,000.00	18,912.89	(75.65)%
Transfer from Other Funds	3612	0.00	0.00	3,000,000.00	2,450,000.00	2,450,000.00	550,000.00	(22.44)%
Total Other Revenue		7,074.62	2,083.00	3,043,912.89	2,464,581.00	2,475,000.00	568,912.89	(22.99)%
Total Revenue		8,244.89	18,202.00	3,224,850.50	2,625,770.00	2,668,427.00	556,423.50	(20.85)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	32,724.13	23,867.17	173,170.71	167,070.15	286,406.00	113,235.29	39.53%
Total Salaries		32,724.13	23,867.17	173,170.71	167,070.15	286,406.00	113,235.29	39.54%
Benefits								
Social Security	4110	1,925.84	1,753.25	10,290.23	12,272.75	21,039.00	10,748.77	51.08%
Medicare	4111	450.43	346.08	2,406.68	2,422.56	4,153.00	1,746.32	42.04%
I.M.R.F.	4115	4,051.25	3,024.00	21,623.66	21,168.00	36,288.00	14,664.34	40.41%
Medical/Life Insurance	4120	6,248.95	5,756.67	46,232.82	40,296.65	69,080.00	22,847.18	33.07%
Supplemental Pensions	4135	369.20	400.00	1,615.25	2,800.00	4,800.00	3,184.75	66.34%
Total Benefits		13,045.67	11,280.00	82,168.64	78,959.96	135,360.00	53,191.36	39.30%
Materials and Supplies								
Dues and Subscriptions	4213	7.93	28.00	72.92	661.00	1,490.00	1,417.08	95.10%
Liability Insurance	4219	4,631.06	2,500.00	8,604.81	17,496.00	311,639.00	303,034.19	97.23%
Legal Notices	4221	520.00	167.00	898.50	1,165.00	2,000.00	1,101.50	55.07%
Maintenance - Equipment	4225	113.00	200.00	782.31	1,396.00	7,900.00	7,117.69	90.09%
Postage/Mailings	4233	0.00	70.50	1,470.00	1,743.50	3,350.00	1,880.00	56.11%
Printing and Forms	4235	618.92	350.00	1,811.21	2,450.00	4,200.00	2,388.79	56.87%
Public Relations	4239	0.00	125.00	16,235.81	15,655.00	34,170.00	17,934.19	52.48%
Rent - Equipment	4243	0.00	0.00	509.64	1,009.50	2,019.00	1,509.36	74.75%
Supplies - Office	4253	494.23	667.00	2,593.63	4,665.00	8,000.00	5,406.37	67.57%
Supplies - Other	4257	0.00	42.00	0.00	290.00	500.00	500.00	100.00%
Training and Education	4263	0.00	167.00	0.00	1,165.00	2,000.00	2,000.00	100.00%
Travel/Meetings	4265	0.00	46.00	0.00	320.00	550.00	550.00	100.00%
Telephone	4267	2,985.44	4,266.00	18,943.67	29,858.00	51,200.00	32,256.33	63.00%
Utilities (Elec,Gas,Wtr,Sewer)	4271	(8.43)	250.00	21.70	1,750.00	3,000.00	2,978.30	99.27%
Vehicle (Gas and Oil)	4273	51.06	54.00	114.88	378.00	650.00	535.12	82.32%
Total Materials and Supplies		9,413.21	8,932.50	52,059.08	80,002.00	432,668.00	380,608.92	87.97%
Contractual								
Audit	4320	0.00	0.00	13,200.00	13,200.00	13,200.00	0.00	0.00%
Consulting/Professional	4325	26,479.09	24,844.50	159,954.99	179,911.50	304,750.00	144,795.01	47.51%
Contingency	4330	0.00	833.00	0.00	5,831.00	10,000.00	10,000.00	100.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Janitorial Service	4345 0.00	1,666.00	8,182.75	12,162.00	20,500.00	12,317.25	60.08%
Total Contractual	26,479.09	27,343.50	181,337.74	211,104.50	348,450.00	167,112.26	47.96%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	3,076,367.31	0.00	0.00	(3,076,367.31)	0.00%
Total Other Charges	0.00	0.00	3,076,367.31	0.00	0.00	(3,076,367.31)	0.00%
Capital Outlay							
Equipment	4815 0.00	0.00	33,172.88	45,000.00	45,000.00	11,827.12	26.28%
Total Capital Outlay	0.00	0.00	33,172.88	45,000.00	45,000.00	11,827.12	26.28%
Total Expenditures	81,662.10	71,423.17	3,598,276.36	582,136.61	1,247,884.00	(2,350,392.36)	(188.35)%
Total	(81,662.10)	(71,423.17)	(3,598,276.36)	(582,136.61)	(1,247,884.00)	2,350,392.36	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	24,937.50	24,937.50	42,750.00	17,812.50	41.66%
Total Salaries		<u>3,562.50</u>	<u>3,562.50</u>	<u>24,937.50</u>	<u>24,937.50</u>	<u>42,750.00</u>	<u>17,812.50</u>	41.67%
Benefits								
Social Security	4110	220.88	221.00	1,546.13	1,546.00	2,651.00	1,104.87	41.67%
Medicare	4111	51.67	52.00	361.69	360.00	620.00	258.31	41.66%
Total Benefits		<u>272.55</u>	<u>273.00</u>	<u>1,907.82</u>	<u>1,906.00</u>	<u>3,271.00</u>	<u>1,363.18</u>	41.67%
Materials and Supplies								
Boards and Commissions	4205	111.42	83.00	259.42	581.00	2,000.00	1,740.58	87.02%
Cable Operations	4206	0.00	2,000.00	1,000.00	6,000.00	8,000.00	7,000.00	87.50%
Dues and Subscriptions	4213	1,750.00	0.00	2,763.87	40.00	2,850.00	86.13	3.02%
Public Relations	4239	0.00	0.00	2.18	500.00	500.00	497.82	99.56%
Training and Education	4263	0.00	83.00	0.00	581.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	50.00	50.00	50.00	100.00%
Total Materials and Supplies		<u>1,861.42</u>	<u>2,166.00</u>	<u>4,025.47</u>	<u>7,752.00</u>	<u>14,400.00</u>	<u>10,374.53</u>	72.05%
Contractual								
Consulting/Professional	4325	2,526.00	167.00	4,319.50	2,165.00	5,000.00	680.50	13.61%
Trolley Contracts	4366	0.00	300.00	0.00	300.00	600.00	600.00	100.00%
Total Contractual		<u>2,526.00</u>	<u>467.00</u>	<u>4,319.50</u>	<u>2,465.00</u>	<u>5,600.00</u>	<u>1,280.50</u>	22.87%
Total Expenditures		<u>8,222.47</u>	<u>6,468.50</u>	<u>35,190.29</u>	<u>37,060.50</u>	<u>66,021.00</u>	<u>30,830.71</u>	46.70%
Total		(8,222.47)	(6,468.50)	(35,190.29)	(37,060.50)	(66,021.00)	(30,830.71)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	26,556.79	24,723.75	172,163.99	173,066.25	296,685.00	124,521.01	41.97%
Overtime	4030	0.00	42.00	0.00	290.00	500.00	500.00	100.00%
Total Salaries		<u>26,556.79</u>	<u>24,765.75</u>	<u>172,163.99</u>	<u>173,356.25</u>	<u>297,185.00</u>	<u>125,021.01</u>	<u>42.07%</u>
Benefits								
Social Security	4110	1,093.36	1,446.75	9,913.58	10,127.25	17,361.00	7,447.42	42.89%
Medicare	4111	366.41	360.00	2,429.22	2,516.00	4,316.00	1,886.78	43.71%
I.M.R.F.	4115	3,294.42	3,143.00	21,601.90	22,001.00	37,717.00	16,115.10	42.72%
Medical/Life Insurance	4120	4,268.98	4,113.50	29,634.19	28,794.50	49,362.00	19,727.81	39.96%
Supplemental Pensions	4135	184.60	300.00	692.25	2,100.00	3,600.00	2,907.75	80.77%
Total Benefits		<u>9,207.77</u>	<u>9,363.25</u>	<u>64,271.14</u>	<u>65,538.75</u>	<u>112,356.00</u>	<u>48,084.86</u>	<u>42.80%</u>
Materials and Supplies								
Boards and Commissions	4205	760.00	400.00	870.00	800.00	1,200.00	330.00	27.50%
Dues and Subscriptions	4213	0.00	0.00	0.00	0.00	500.00	500.00	100.00%
Liability Insurance	4219	7,536.93	1,917.00	20,110.77	13,415.00	23,000.00	2,889.23	12.56%
Maintenance - Vehicles	4229	0.00	42.00	0.00	290.00	500.00	500.00	100.00%
Printing and Forms	4235	0.00	141.50	420.00	1,067.00	1,865.00	1,445.00	77.47%
Economic Development	4240	0.00	278,000.00	303,111.39	278,000.00	278,000.00	(25,111.39)	(9.03)%
Supplies - Office	4253	0.00	75.00	570.70	525.00	900.00	329.30	36.58%
Training and Education	4263	0.00	550.00	324.00	550.00	550.00	226.00	41.09%
Travel/Meetings	4265	0.00	0.00	0.00	100.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	169.95	112.50	646.53	787.50	1,350.00	703.47	52.10%
Total Materials and Supplies		<u>8,466.88</u>	<u>281,238.00</u>	<u>326,053.39</u>	<u>295,534.50</u>	<u>308,065.00</u>	<u>(17,988.39)</u>	<u>(5.84)%</u>
Contractual								
Consulting/Professional	4325	6,400.00	3,433.00	27,277.00	25,471.00	42,640.00	15,363.00	36.02%
ConsIt/Prof Reimbursable	4328	7,607.89	6,167.00	41,832.41	42,165.00	68,000.00	26,167.59	38.48%
Total Contractual		<u>14,007.89</u>	<u>9,600.00</u>	<u>69,109.41</u>	<u>67,636.00</u>	<u>110,640.00</u>	<u>41,530.59</u>	<u>37.54%</u>
Total Expenditures		<u>58,239.33</u>	<u>324,967.00</u>	<u>631,597.93</u>	<u>602,065.50</u>	<u>828,246.00</u>	<u>196,648.07</u>	<u>23.74%</u>
Total		(58,239.33)	(324,967.00)	(631,597.93)	(602,065.50)	(828,246.00)	(196,648.07)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	67,616.71	53,281.25	388,049.59	372,968.75	639,375.00	251,325.41	39.30%
Overtime	4030	4,289.58	5,833.00	35,881.49	40,831.00	70,000.00	34,118.51	48.74%
Total Salaries		<u>71,906.29</u>	<u>59,114.25</u>	<u>423,931.08</u>	<u>413,799.75</u>	<u>709,375.00</u>	<u>285,443.92</u>	<u>40.24%</u>
Benefits								
Social Security	4110	4,264.82	3,183.00	25,299.07	22,276.00	38,191.00	12,891.93	33.75%
Medicare	4111	997.49	744.00	5,917.02	5,208.00	8,932.00	3,014.98	33.75%
I.M.R.F.	4115	8,911.82	9,226.00	53,533.45	64,582.00	110,717.00	57,183.55	51.64%
Medical/Life Insurance	4120	11,063.46	9,946.75	72,946.66	69,627.25	119,361.00	46,414.34	38.88%
Supplemental Pensions	4135	92.30	200.00	692.25	1,400.00	2,400.00	1,707.75	71.15%
Total Benefits		<u>25,329.89</u>	<u>23,299.75</u>	<u>158,388.45</u>	<u>163,093.25</u>	<u>279,601.00</u>	<u>121,212.55</u>	<u>43.35%</u>
Materials and Supplies								
Liability Insurance	4219	2,029.25	2,058.50	7,486.38	11,100.50	23,029.00	15,542.62	67.49%
Maintenance - Building	4223	12,336.58	5,014.50	213,642.71	308,897.50	341,288.00	127,645.29	37.40%
Maintenance - Equipment	4225	2,679.69	3,043.00	9,523.68	21,281.00	36,500.00	26,976.32	73.90%
Maintenance - Vehicles	4229	4,967.80	4,000.00	52,863.48	28,000.00	48,000.00	(4,863.48)	(10.13)%
Postage/Mailings	4233	28.40	83.00	178.40	581.00	1,000.00	821.60	82.16%
Rent - Equipment	4243	1,925.00	1,975.00	6,680.00	13,821.00	23,700.00	17,020.00	71.81%
Supplies - Office	4253	316.85	253.75	1,531.34	1,774.25	3,053.00	1,521.66	49.84%
Supplies - Other	4257	3,236.03	4,254.75	74,439.05	126,879.25	138,165.00	63,725.95	46.12%
Small Tools & Equipment	4259	1,613.59	317.00	11,466.73	61,715.00	63,300.00	51,833.27	81.88%
Training and Education	4263	665.00	424.50	955.00	2,967.50	4,600.00	3,645.00	79.23%
Uniforms	4269	1,237.41	475.00	3,405.50	4,071.00	6,446.00	3,040.50	47.16%
Utilities (Elec,Gas,Wtr,Sewer)	4271	340.17	533.00	4,144.18	3,731.00	6,400.00	2,255.82	35.24%
Vehicle (Gas and Oil)	4273	7,721.12	5,025.00	25,139.57	35,175.00	60,300.00	35,160.43	58.30%
Total Materials and Supplies		<u>39,096.89</u>	<u>27,457.00</u>	<u>411,456.02</u>	<u>619,994.00</u>	<u>755,781.00</u>	<u>344,324.98</u>	<u>45.56%</u>
Contractual								
Consulting/Professional	4325	860.08	583.00	7,309.74	13,327.00	16,250.00	8,940.26	55.01%
Forestry	4350	2,770.00	0.00	20,289.07	65,411.00	65,411.00	45,121.93	68.98%
Street Light Oper & Maint.	4359	6,716.20	5,417.00	22,670.97	45,915.00	73,000.00	50,329.03	68.94%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,700.00	41,700.00	813.00	1.94%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373 0.00	0.00	12,206.25	20,150.00	38,250.00	26,043.75	68.08%
Drainage Projects	4374 23,060.21	0.00	96,692.93	81,300.00	81,300.00	(15,392.93)	(18.93)%
Tree Trim/Removal	4375 152,331.25	0.00	174,644.07	306,715.00	306,715.00	132,070.93	43.05%
Total Contractual	185,737.74	6,000.00	374,700.03	574,518.00	622,626.00	247,925.97	39.82%
Capital Outlay							
Residential Concrete Program	4381 0.00	0.00	52,787.11	0.00	0.00	(52,787.11)	0.00%
Equipment	4815 0.00	0.00	161,933.00	526,900.00	526,900.00	364,967.00	69.26%
Total Capital Outlay	0.00	0.00	214,720.11	526,900.00	526,900.00	312,179.89	59.25%
Total Expenditures	322,070.81	115,871.00	1,583,195.69	2,298,305.00	2,894,283.00	1,311,087.31	45.30%
Total	(322,070.81)	(115,871.00)	(1,583,195.69)	(2,298,305.00)	(2,894,283.00)	(1,311,087.31)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	36,313.39	45,099.75	236,834.61	246,844.25	414,970.00	178,135.39	42.92%
Salaries - Officers	4020	259,885.84	282,693.25	1,891,386.10	2,058,396.00	3,572,349.00	1,680,962.90	47.05%
Overtime	4030	56,290.39	37,833.00	364,338.93	285,831.00	475,000.00	110,661.07	23.29%
Total Salaries		352,489.62	365,626.00	2,492,559.64	2,591,071.25	4,462,319.00	1,969,759.36	44.14%
Benefits								
Social Security	4110	2,301.61	2,144.00	15,244.33	15,008.00	25,728.00	10,483.67	40.74%
Medicare	4111	4,569.95	5,392.00	32,884.23	37,744.00	64,704.00	31,819.77	49.17%
I.M.R.F.	4115	3,990.95	4,034.00	25,137.81	28,238.00	48,409.00	23,271.19	48.07%
Medical/Life Insurance	4120	35,510.06	36,171.00	254,270.69	253,197.00	434,053.00	179,782.31	41.41%
Police Pension	4130	11,438.48	134,907.00	1,621,531.98	944,343.00	1,618,878.00	(2,653.98)	(0.16)%
Supplemental Pensions	4135	3,230.50	3,733.00	17,098.81	26,131.00	44,800.00	27,701.19	61.83%
Total Benefits		61,041.55	186,381.00	1,966,167.85	1,304,661.00	2,236,572.00	270,404.15	12.09%
Materials and Supplies								
Animal Control	4201	0.00	125.00	360.00	875.00	1,500.00	1,140.00	76.00%
Auxiliary Police	4203	267.99	375.00	2,487.02	2,621.00	4,500.00	2,012.98	44.73%
Boards and Commissions	4205	2,939.40	1,858.00	6,051.14	13,002.00	22,300.00	16,248.86	72.86%
Dues and Subscriptions	4213	40.00	429.50	419.00	3,002.50	5,150.00	4,731.00	91.86%
Investigation and Equipment	4217	5,625.47	4,682.00	17,478.60	25,566.00	42,980.00	25,501.40	59.33%
Liability Insurance	4219	1,811.91	7,236.00	15,473.89	39,090.00	65,520.00	50,046.11	76.38%
Maintenance - Equipment	4225	604.97	3,025.00	9,057.12	10,771.00	15,850.00	6,792.88	42.85%
Maintenance - Vehicles	4229	8,620.44	1,766.00	29,062.77	12,358.00	21,200.00	(7,862.77)	(37.08)%
Postage/Mailings	4233	0.00	358.00	1,016.04	2,506.00	4,300.00	3,283.96	76.37%
Printing and Forms	4235	107.00	125.00	318.00	875.00	1,500.00	1,182.00	78.80%
Public Relations	4239	0.00	375.00	2,857.53	2,625.00	4,500.00	1,642.47	36.49%
Rent - Equipment	4243	0.00	250.00	1,200.00	3,150.00	5,500.00	4,300.00	78.18%
Supplies - Office	4253	583.69	542.00	3,249.01	3,790.00	6,500.00	3,250.99	50.01%
Training and Education	4263	575.00	3,230.00	4,385.33	22,605.00	38,755.00	34,369.67	88.68%
Travel/Meetings	4265	1,511.08	2,532.00	4,430.06	8,724.00	14,400.00	9,969.94	69.23%
Telephone	4267	1,006.06	1,198.25	6,002.20	8,379.75	14,375.00	8,372.80	58.24%
Uniforms	4269	851.89	541.00	16,787.01	60,387.00	63,100.00	46,312.99	73.39%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271 331.98	625.00	2,141.22	4,371.00	7,500.00	5,358.78	71.45%
Vehicle (Gas and Oil)	4273 11,514.45	6,250.00	38,559.36	43,750.00	75,000.00	36,440.64	48.58%
Total Materials and Supplies	36,391.33	35,522.75	161,335.30	268,448.25	414,430.00	253,094.70	61.07%
Contractual							
Consulting/Professional	4325 99,172.63	15,500.00	305,511.89	343,095.00	444,460.00	138,948.11	31.26%
Dumeg/Fiat/Child Center	4337 0.00	0.00	3,500.00	7,000.00	7,000.00	3,500.00	50.00%
Total Contractual	99,172.63	15,500.00	309,011.89	350,095.00	451,460.00	142,448.11	31.55%
Capital Outlay							
Equipment	4815 364,524.00	0.00	418,789.86	701,576.00	701,576.00	282,786.14	40.30%
Total Capital Outlay	364,524.00	0.00	418,789.86	701,576.00	701,576.00	282,786.14	40.31%
Total Expenditures	913,619.13	603,029.75	5,347,864.54	5,215,851.50	8,266,357.00	2,918,492.46	35.31%
Total	(913,619.13)	(603,029.75)	(5,347,864.54)	(5,215,851.50)	(8,266,357.00)	(2,918,492.46)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	52,538.70	42,780.00	273,215.68	299,455.00	513,355.00	240,139.32	46.77%
Overtime	4030	2,488.96	6,250.00	45,717.10	43,750.00	75,000.00	29,282.90	39.04%
Total Salaries		55,027.66	49,030.00	318,932.78	343,205.00	588,355.00	269,422.22	45.79%
Benefits								
Social Security	4110	3,239.51	3,169.00	18,637.24	22,183.00	38,028.00	19,390.76	50.99%
Medicare	4111	757.65	741.00	4,358.66	5,187.00	8,894.00	4,535.34	50.99%
I.M.R.F.	4115	6,641.09	6,567.00	42,003.78	45,969.00	78,809.00	36,805.22	46.70%
Medical/Life Insurance	4120	11,270.06	8,950.00	57,472.73	62,650.00	107,403.00	49,930.27	46.48%
Supplemental Pensions	4135	184.60	200.00	1,384.50	1,400.00	2,400.00	1,015.50	42.31%
Total Benefits		22,092.91	19,627.00	123,856.91	137,389.00	235,534.00	111,677.09	47.41%
Materials and Supplies								
Liability Insurance	4219	384.44	17,286.00	3,489.79	119,194.00	204,140.00	200,650.21	98.29%
Maintenance - Building	4223	320.93	7,377.50	35,790.26	51,620.50	88,540.00	52,749.74	59.57%
Maintenance - Equipment	4225	678.10	3,263.00	9,392.76	22,829.00	39,150.00	29,757.24	76.00%
Maintenance - Water System	4231	14,571.78	14,517.00	94,732.75	101,603.00	174,200.00	79,467.25	45.61%
Postage/Mailings	4233	0.00	167.00	0.00	1,165.00	2,000.00	2,000.00	100.00%
Quality Control	4241	748.31	904.00	3,373.91	6,324.00	10,850.00	7,476.09	68.90%
Service Charge	4251	20,833.34	20,833.00	145,833.38	145,831.00	250,000.00	104,166.62	41.66%
Supplies - Operation	4255	502.50	250.00	1,500.75	1,746.00	3,000.00	1,499.25	49.97%
Training and Education	4263	83.00	33.00	673.00	2,731.00	2,900.00	2,227.00	76.79%
Telephone	4267	592.00	870.50	5,113.30	6,093.50	10,450.00	5,336.70	51.06%
Uniforms	4269	456.66	679.00	2,724.09	4,753.00	8,150.00	5,425.91	66.57%
Utilities (Elec,Gas,Wtr,Sewer)	4271	2,825.52	4,292.00	18,362.12	30,040.00	51,500.00	33,137.88	64.34%
Vehicle (Gas and Oil)	4273	2,430.84	1,331.25	7,874.02	9,318.75	15,975.00	8,100.98	50.71%
Total Materials and Supplies		44,427.42	71,803.25	328,860.13	503,248.75	860,855.00	531,994.87	61.80%
Contractual								
Audit	4320	0.00	959.00	6,966.00	6,713.00	11,513.00	4,547.00	39.49%
Consulting/Professional	4325	0.00	1,704.00	0.00	11,924.00	20,450.00	20,450.00	100.00%
Leak Detection	4326	0.00	1,675.00	10,461.55	11,721.00	20,100.00	9,638.45	47.95%
Data Processing	4336	27,419.25	12,708.00	81,772.23	88,956.00	152,500.00	70,727.77	46.37%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
DuPage Water Commission	4340 350,028.64	418,336.00	2,420,659.28	2,928,352.00	5,020,033.00	2,599,373.72	51.78%
Total Contractual	377,447.89	435,382.00	2,519,859.06	3,047,666.00	5,224,596.00	2,704,736.94	51.77%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	430,000.00	0.00	0.00	(430,000.00)	0.00%
Total Other Charges	0.00	0.00	430,000.00	0.00	0.00	(430,000.00)	0.00%
Capital Outlay							
Equipment	4815 0.00	417.00	52,150.62	76,440.00	78,525.00	26,374.38	33.58%
Water Meter Purchases	4880 5,759.50	2,250.00	15,074.62	15,750.00	27,000.00	11,925.38	44.16%
Total Capital Outlay	5,759.50	2,667.00	67,225.24	92,190.00	105,525.00	38,299.76	36.29%
Debt Service							
Debt Retire-Water Refunding	4950 264,137.50	0.00	305,078.00	150,025.00	300,025.00	(5,053.00)	(1.68)%
Total Debt Service	264,137.50	0.00	305,078.00	150,025.00	300,025.00	(5,053.00)	(1.68)%
Total Expenditures	768,892.88	578,509.25	4,093,812.12	4,273,723.75	7,314,890.00	3,221,077.88	44.03%
Total	(768,892.88)	(578,509.25)	(4,093,812.12)	(4,273,723.75)	(7,314,890.00)	(3,221,077.88)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 11/1/2018 Through 11/30/2018

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	13,512.63	20,417.00	122,681.44	142,915.00	245,000.00	122,318.56	49.92%
Total Salaries		13,512.63	20,417.00	122,681.44	142,915.00	245,000.00	122,318.56	49.93%
Benefits								
Social Security	4110	837.78	1,266.00	7,606.25	8,860.00	15,190.00	7,583.75	49.92%
Medicare	4111	195.93	296.00	1,778.87	2,072.00	3,553.00	1,774.13	49.93%
I.M.R.F.	4115	1,672.86	2,768.50	15,187.95	19,379.50	33,222.00	18,034.05	54.28%
Total Benefits		2,706.57	4,330.50	24,573.07	30,311.50	51,965.00	27,391.93	52.71%
Materials and Supplies								
Road Material	4245	4,504.24	3,175.00	6,613.23	22,225.00	38,100.00	31,486.77	82.64%
Salt	4249	0.00	0.00	0.00	0.00	154,470.00	154,470.00	100.00%
Supplies - Other	4257	0.00	3,700.00	24,362.52	14,800.00	18,500.00	(5,862.52)	(31.68)%
Pavement Striping	4261	0.00	0.00	8,961.11	14,500.00	14,500.00	5,538.89	38.19%
Total Materials and Supplies		4,504.24	6,875.00	39,936.86	51,525.00	225,570.00	185,633.14	82.30%
Contractual								
Consulting/Professional	4325	0.00	0.00	0.00	0.00	5,000.00	5,000.00	100.00%
Total Contractual		0.00	0.00	0.00	0.00	5,000.00	5,000.00	100.00%
Total Expenditures		20,723.44	31,622.50	187,191.37	224,751.50	527,535.00	340,343.63	64.52%
Total		(20,723.44)	(31,622.50)	(187,191.37)	(224,751.50)	(527,535.00)	(340,343.63)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Maintenance - Equipment	4225 0.00	125.00	0.00	875.00	1,500.00	1,500.00	100.00%
Total Materials and Supplies	0.00	125.00	0.00	875.00	1,500.00	1,500.00	100.00%
Contractual							
Consulting/Professional	4325 0.00	0.00	5,000.00	2,500.00	5,000.00	0.00	0.00%
Contingency	4330 0.00	125.00	0.00	875.00	1,500.00	1,500.00	100.00%
Total Contractual	0.00	125.00	5,000.00	3,375.00	6,500.00	1,500.00	23.08%
Total Expenditures	0.00	250.00	5,000.00	4,250.00	8,000.00	3,000.00	37.50%
Total	0.00	(250.00)	(5,000.00)	(4,250.00)	(8,000.00)	(3,000.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
State Drug Forfeiture Fund
Administration
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Expenditures								
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	(2,742.44)	0.00	0.00	2,742.44	0.00%
Total Other Charges	0.00	0.00	(2,742.44)	0.00	0.00	0.00	2,742.44	0.00%
Total Expenditures	0.00	0.00	(2,742.44)	0.00	0.00	0.00	2,742.44	0.00%
Total	0.00	0.00	2,742.44	0.00	0.00	(2,742.44)	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Vehicle (Gas and Oil)	4273	228.58	0.00	18,782.13	0.00	(18,782.13)	0.00%
Total Materials and Supplies	228.58	0.00	18,782.13	0.00	0.00	(18,782.13)	0.00%
Total Expenditures	228.58	0.00	18,782.13	0.00	0.00	(18,782.13)	0.00%
Total	(228.58)	0.00	(18,782.13)	0.00	0.00	18,782.13	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Capital Improv-Infrastructure	4390 18,509.00	0.00	1,398,433.85	1,608,000.00	1,608,000.00	209,566.15	13.03%
Total Capital Outlay	18,509.00	0.00	1,398,433.85	1,608,000.00	1,608,000.00	209,566.15	13.03%
Total Expenditures	18,509.00	0.00	1,398,433.85	1,608,000.00	1,608,000.00	209,566.15	13.03%
Total	(18,509.00)	0.00	(1,398,433.85)	(1,608,000.00)	(1,608,000.00)	(209,566.15)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213 8,649.99	0.00	35,657.26	0.00	0.00	(35,657.26)	0.00%
Total Materials and Supplies	8,649.99	0.00	35,657.26	0.00	0.00	(35,657.26)	0.00%
Total Expenditures	8,649.99	0.00	35,657.26	0.00	0.00	(35,657.26)	0.00%
Total	(8,649.99)	0.00	(35,657.26)	0.00	0.00	35,657.26	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 11/1/2018 Through 11/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325	0.00	0.00	47,500.00	47,500.00	47,500.00	100.00%
Total Contractual		<u>0.00</u>	<u>0.00</u>	<u>47,500.00</u>	<u>47,500.00</u>	<u>47,500.00</u>	<u>100.00%</u>
Capital Outlay							
Ditch Projects	4376	98,828.26	0.00	1,788,488.58	1,959,700.00	171,211.42	8.73%
Sidewalk Replacement Program	4380	0.00	0.00	159,660.36	161,625.00	1,964.64	1.21%
Crack Seal Program	4382	0.00	0.00	154,176.00	154,181.00	5.00	0.00%
Curb & Gutter Replacement Prog	4383	0.00	0.00	390,827.76	433,335.00	42,507.24	9.80%
Capital Improv-Infrastructure	4390	0.00	0.00	82,854.40	0.00	(82,854.40)	0.00%
Street Reconstruction/Rehab	4855	4,950.00	0.00	1,158,623.19	1,294,100.00	135,476.81	10.46%
Total Capital Outlay		<u>103,778.26</u>	<u>0.00</u>	<u>3,734,630.29</u>	<u>4,002,941.00</u>	<u>268,310.71</u>	<u>6.70%</u>
Debt Service							
Debt Retire - Property	4945	184,963.75	0.00	194,177.50	194,427.00	249.50	0.12%
Total Debt Service		<u>184,963.75</u>	<u>0.00</u>	<u>194,177.50</u>	<u>194,427.00</u>	<u>249.50</u>	<u>0.13%</u>
Total Expenditures		<u>288,742.01</u>	<u>0.00</u>	<u>3,928,807.79</u>	<u>4,244,868.00</u>	<u>316,060.21</u>	<u>7.45%</u>
Total		<u>(288,742.01)</u>	<u>0.00</u>	<u>(3,928,807.79)</u>	<u>(4,244,868.00)</u>	<u>(316,060.21)</u>	<u>0.00%</u>

**CITY OF DARIEN -- CASH RESERVES
November 30, 2018**

FUND	FUND NAME	TOTAL
01	General Fund	\$ 1,403,287.29
02	Water Fund	\$ 2,173,638.77
03	MFT Fund	\$ 486,780.21
05	Impact Fees Fund	\$ -
7	Stormwater Management Fund	\$ 79,196.71
10	Special Service Area Tax Fund	\$ 14,423.09
11	State Drug Forfeiture Fund	\$ 3,676.74
12	Water Depreciation Fund	\$ 2,032,289.52
17	Federal Equitable Sharing Acct	\$ 282,773.28
18	Seized Asset Funds	\$ 34,800.00
19	DOT - Federal Equitable Sharing	\$ 18,340.42
23	DUI Technology Fund	\$ 1,712.67
24	E-Citation Fund	\$ 9,309.20
25	Capital Improvement Fund	\$ 5,418,089.30
	TOTAL	\$ 11,958,317.20

Prior Month Cash Balance

\$ 11,789,966.33

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.88% *	\$ 38,476.74
Republic Bank Equitable Federal Sharing Acct - 1.88% *	\$ 301,113.70
Republic Bank Now Account - 1.88% *	\$ 9,476,777.06
Republic Bank Operating Account	\$ 128,992.30
Republic Bank Payroll Account - Zero Balance Acct	\$ (37,135.77)
Illinois Funds Money Market Account - 2.228%	\$ 13,393.17
IMET Investment Fund 2.11%	\$ 16,648.57
Wintrust Community Bank 12 Month CD - 2.58% - MAT - 7/19/2019	\$ 1,009,466.55
Wintrust Community Bank 24 Month CD - 2.89% - MAT - 7/19/2020	\$ 1,010,584.88
	TOTAL
	\$ 11,958,317.20

Market Value

Letter of Credit as of 11/30/2018

\$ 20,000,000

* Republic Bank interest rate is Annual Percentage Rate

AGENDA MEMO
City Council
Meeting Date: December 17, 2018

Issue Statement

Consideration of a motion granting waiver of the raffle license bond requirement for the Darien Lions Club.

BACKUP

Background/History

The Darien Lions Club has applied for a raffle license for a raffle to be held on June 6, 2019. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Darien Lions Club in the past.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Lions Club raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the December 17, 2018 Council Agenda for formal consideration.



Darien Lions Club- Raffle Application 2019

Please waive the bond fee for the Raffle License.

Thanks,

Ryan Wahlheim- Lions Club

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Darien Lions Club

ADDRESS: 1702 Plainfield Road Darien IL 60561

TELEPHONE NUMBER: 630-728-4539 FAX NUMBER: _____

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Within the Darien City limits by Members
of the Darien Lions Club

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
From Approval until June 6 2019

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
6/6/2019

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Carriage Greens - June 6, 2019

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

Ryan Wahlheim
Presiding Officer

ATTEST:
John Pearson II
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
CITY COUNCIL
December 17, 2018

ISSUE STATEMENT

A resolution to adopt the Memorandum of Understanding (MOU) regarding the Peer Jury Program between the Village of Downers Grove and the City of Darien.

RESOLUTION

BACKGROUND/HISTORY

The Peer Jury Program began in 2000 and was active in DuPage County with the township administering the program. A few years ago, the township no longer funded/managed the program. Downers Grove Police Department felt the program had merit and reinstated it and will administer the program. In addition to Darien and Downers Grove, six (6) other agencies will participate in the program (Oak Brook, Burr Ridge, Clarendon Hills, Hinsdale, Willow Brook, and Westmont). In the past, Darien used the program approximately 12 times a year until we discontinued it in 2017. Staff estimates the annual cost to Darien will be \$1,200.

The program operates much in the same way it had in the past. It is for individuals 18 and under who are first time offenders charged with a minor violation. The charged individual has to agree to peer jury and so does the minor's parents / legal guardian. There is a fee of \$100 paid by the minor (parents) to enter into the program. The program which is designed to have a group (trained) of the minors peers (same age group) hear the allegations and make a determination on how to address the matter. Outcomes the jury could impose include writing a letter of apology, community service work, etc. The minor would be given a second Peer Jury date where s/he would return to show that s/he completed the restorative justice requirements. The minor would not have a record.

Currently, at Darien Police Department, there is either a station adjustment means of handling a minor or referring the minor to Juvenile Court Services. There is no viable middle area where the minor can have some type of meaningful deferral program.

The attached resolution describes in Section 3 the responsibilities of Downers Grove in administering the program and Section 4 describes the responsibilities of the City of Darien. Section 5 details the fee structure. This is a six-month pilot program, which begins January 1, 2019 (See Section 2).

Attorney John Murphey has reviewed the MOU and advised it is appropriate if the City chooses to enter the agreement.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approving the plan.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the December 17, 2018, City Council agenda for formal consideration.



RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE MEMORANDUM OF UNDERSTANDING
REGARDING THE PEER JURY PROGRAM BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE CITY OF DARIEN**

**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 adopts the Memorandum of Understanding regarding the Peer Jury Program between the Village of Downers Grove and the City of Darien, 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 17th day of December, 2018.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING REGARDING
THE PEER JURY PROGRAM BETWEEN
THE VILLAGE OF DOWNERS GROVE AND THE CITY OF DARIEN**

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is made this 3rd day of December, 2018, by and among the Village of Downers Grove, an Illinois municipal corporation (hereinafter referred to as "Downers Grove"), and the City of Darien, an Illinois municipal corporation (hereinafter referred to as "Darien"). Downers Grove and Darien are herein jointly referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, Downers Grove and Darien are units of local government; and

WHEREAS, the Parties currently provide police services for their respective municipalities; and

WHEREAS, the Parties currently provide for restorative justice programs within their respective police departments; and

WHEREAS, the Parties have determined that there is a need for a peer jury program to enhance the restorative justice programs; and

WHEREAS, it is the desire of the Parties to enter into this Agreement and for Downers Grove to provide a peer jury program to Darien for its police department.

NOW, THEREFORE, pursuant to statutory authority, it is agreed by and among the Parties hereto as follows:

Section 1. **Recitals Incorporated.** The foregoing recitals shall be and are hereby adopted as findings of fact as if said recitals were fully set forth within this Section 1.

Section 2. **Effective Date.** This Agreement shall become effective January 1, 2019, and shall remain in effect through June 30, 2019, unless terminated sooner in accordance with the provisions of this Agreement.

Section 3. **Services.** Downers Grove, located at 801 Burlington Avenue, Downers Grove, IL shall provide a fully operational peer jury program that will be accessible to Darien for the adjudication of juvenile cases. Specifically, Downers Grove shall provide the following services:

- a. Select, maintain and train a jury pool consisting of area students;
- b. Provide a jury at each hearing;
- c. Assemble and distribute case information to the jury at each hearing;
- d. Manage and maintain all case files;
- e. Schedule all hearings (both initial and return) at minimum once monthly;
- f. Administer and preside over all hearings;
- g. Provide security and bailiff services at all hearings;
- h. Maintain relationships with community service organizations to facilitate community service assignments;

Section 4. **Participating Municipality Responsibilities.** In order to participate in the peer jury program, Darien shall be responsible for:

- a. Determining which cases to forward to the peer jury program;
- b. Communicating with the offenders regarding case status;
- c. Contacting Downers Grove to schedule a hearing;
- d. Preparing and submitting to Downers Grove case summaries prior to the hearing date;
- e. Collecting and remitting to Downers Grove the \$100 case fee prior to the scheduling of a hearing or submitting a deposit with the Village of Downers Grove to cover the cost of the case fee.

Section 5. **Fees.** Downers Grove will track all costs associated with the operating the peer jury program. Net costs of the peer jury program (total cost minus the case fee revenue) will be shared by all participating municipalities on a cost per case basis. Each participating municipality will be responsible for paying its pro rata share of the peer jury program cost based upon the number of cases submitted to the peer jury program. Downers Grove will invoice each participating municipality at the end of the term of this Agreement for its pro rata share of the peer jury program. Payment in full shall be due thirty (30) days after invoicing.

Section 6. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days written notice to the other Party.

Section 7. **Notices.** Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

Downers Grove: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

With a copy to: Village Attorney
801 Burlington Avenue
Downers Grove, IL 60515

Darien: City Administrator
1702 Plainfield Road
Darien, IL 60561

With a copy to: City Attorney
30 N. LaSalle Street, Suite 1624
Chicago, IL 60602

Section 8. **Entire Agreement.** The Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

Section 9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Illinois, and venue shall be in the County of DuPage.

Section 10. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below.

Village of Downers Grove

By: _____
Village Manager

ATTEST:

Village Clerk

City of Darien

By: _____
City Administrator

ATTEST:

City Clerk

AGENDA MEMO

City Council

December 17, 2018

ISSUE STATEMENT

A resolution authorizing the purchase of new video surveillance systems for the Police and Municipal Services departments from Current Technologies in the amount of \$101,754.

RESOLUTION

BACKGROUND/HISTORY

The City constructed the police department approximately 23 years ago and some of the video surveillance system that was installed at that time is still in use today. The original system's design used CCTV (closed-circuit television) cameras. The City restructured the system over the years; however, it has always continued to use a CCTV platform that has become dated technology. It would be more cost effective long term to convert the system to a POE (Power over Ethernet) high definition IP camera system.

High definition video surveillance systems offer video clarity that a CCTV system cannot match. The new systems run faster, provide vastly improved video quality and can quickly transfer video over our existing computer network as they use NVR's (network video records) along with IP cameras. These cameras can process video internally before sending it over the network, thereby reducing network bandwidth load.

The current system is not meeting the needs of the police department as the video recorded is of a poor quality and the process to copy video for evidence/court purposes is slow. There are a number of areas in the building; including areas of the jail area that currently are not, video recorded which could be problematic in the event of a lawsuit. We are adding additional cameras to address this issue. The new system would also include additional outdoor cameras to address the need for full 360° property coverage.

The State of Illinois has also imposed new laws requiring mandatory video and audio recording of subjects interviewed in regards to major crimes as well as some lesser offenses. There is currently one recorded interview room in both the upper and lower levels of the building. We expect the list of mandated recordings to grow even larger, in anticipation of this change; two (2) more interview rooms will be equipped with video/audio recording capabilities.

The public works department also uses a CCTV video surveillance system. Their system has some cameras that are no longer operable and upgrading the system would provide high definition video of the entire property, we are also adding an additional camera to increase outside building coverage to a full 360°. The police department currently has the ability to view the cameras at the public works building. If public works does not upgrade their system, they will become a stand-alone system that the police department could not monitor.

The Darien Police Department is a proud participant in the United States Department of Justice Equitable Sharing Fund for State and Local Law Enforcement Agencies. For the last two years, the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area, which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the *Guidelines of the Equitable Sharing Program*, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the *Guidelines of the Equitable Sharing Program* and will

provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$290,131.59 as of 10-31-18. The Municipal Services Department budget includes \$26,000 for this project. (\$13,000 in streets account 01-30-4223, and \$13,000 in water account 02-50-4223)

Proposals/Bids

New Office Furniture for Sergeants Office	
COMPANY	AMOUNT
Current Technologies	\$101,754
Minute Man Security Technologies	\$117,242
Reliable Fire & Security	\$195,333

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of the resolution authorizing the purchase of new video surveillance systems for the Police and Municipal Services departments from Current Technologies in the amount of \$101,754.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

We will place this item on the December 17, 2018, City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF NEW VIDEO SURVEILLANCE SYSTEMS FOR THE POLICE AND MUNICIPAL SERVICES DEPARTMENTS FROM CURRENT TECHNOLOGIES IN THE AMOUNT OF \$101,754

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 approves a resolution authorizing the purchase of new video surveillance systems for the police and municipal services departments from Current Technologies in the amount of \$101,754.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
December 17, 2018

Issue Statement

Approval of a Resolution to extend the Boundary Agreement with Downers Grove for another 20 years.

RESOLUTION

Background

On July 16, 1990, the City of Darien passed Resolution R-24-90, which approved a Boundary Agreement with the Village of Downers Grove. See [Attachment A](#): 1990 Agreement. The Agreement mapped a boundary line – mostly along 75th Street and Fairview Avenue and around the Knottingham, Queen’s Court, and Florence Estates subdivisions. See [Attachment B](#): 1990 Boundary Line Map. The main purpose of the Agreement is to limit both municipalities to not annex land on the other side of the line or to exert any planning or subdivision review authority on the other side of the line. This Agreement expressly did not limit either municipality from opposing rezonings on the other side of the line. The Agreement had a 20 year duration.

Such boundary agreements are authorized by the State Constitution as one type of intergovernmental agreement. They are frequently used as a reasonable and efficient means of regulating land use and providing government services to unincorporated areas that are within the extraterritorial authority of two or more municipalities which is within 1.5 miles of the corporate limits. Darien has similar agreements with Willowbrook and Woodridge.

Since 1990, both Darien and Downers Grove have approved several annexations respectful of the boundary line. The only remaining unincorporated areas adjacent to the boundary line are one house at 973 75th Street (east of Haraldsen’s auto repair) and 7 houses at 6801-6901 Fairview Avenue (north of Irish Court). See [Attachment C: Darien Unincorporated Areas](#). In order to preserve the redevelopment potential of these properties, staff opened discussions with the Village of Downers Grove and their staff has indicated their willingness to extend the Boundary Agreement for another 20 years. No other changes are proposed. They have scheduled a vote on their resolution at their Board meeting November 20.

The Darien Resolution and the Downers Grove Resolution would extend the same boundary agreement and the same boundary line map for another 20 years expiring in 2038. Exhibit A to the Darien Resolution (drafted by our City Attorney) is the Boundary Line Agreement (same as the 1990 agreement – retyped by Downers Grove). Exhibit A to the Boundary Line Agreement is the Legal Description and Exhibit B is the Boundary Line Map (same as the 1990 Map – redrawn by Downers Grove).

MSC

On November 26, the Municipal Services Committee reviewed this issue and they voted 2-0 to recommend approval as presented. There was a side discussion regarding potential annexation of the 8 unincorporated properties on the Darien side of the boundary line.

CITY OF DARIEN

RESOLUTION NO. R-24-90A RESOLUTION AUTHORIZING THE EXECUTION OF CERTAIN
MUTUAL BOUNDARY LINE AGREEMENT BETWEEN THE CITY
OF DARIEN AND THE VILLAGE OF DOWNERS GROVE

WHEREAS, pursuant to Ill.Rev.Stat., ch. 24, §11-12-9, the City of Darien has the authority to enter into a jurisdictional boundary Agreement with another municipality; and

WHEREAS, the Village of Downers Grove and the City of Darien propose to enter into said boundary Agreement; and

WHEREAS, the City Council has determined that entry into such boundary Agreement will be reasonable and promote the common planning goals of the two municipalities;

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

SECTION 1: That the form and substance of a certain proposed Agreement attached hereto and made a part hereof (the "Agreement") between the City of Darien and the Village of Downers Grove, are hereby approved.

SECTION 2: The Mayor and Clerk are hereby authorized and directed to execute the Agreement.

SECTION 3: The City Clerk is hereby authorized and directed, in conjunction with the Village Clerk of the Village of Downers Grove, to cause a certified copy of the Agreement to be recorded in the Office of the DuPage County Recorder of Deeds.

SECTION 4: All resolutions or parts thereof in conflict with the provisions of this Resolution, are hereby repealed.

RESOLUTION NO. R-24-90

SECTION 5: This Resolution shall be in full force and effect from and after its passage as provided by law.

PASSED BY THE FOLLOWING ROLL CALL VOTE this 16th day of July, 1990.

AYES: 10-Bazon, Biehl, Callan, Gillespie, Kussow, Little, Rusnak, Smith, Soldato, Uaje

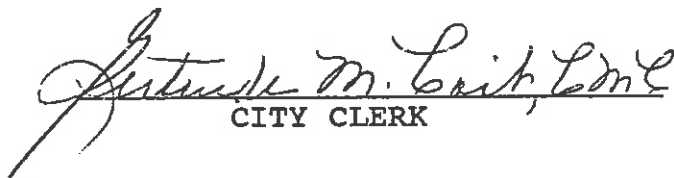
NAYS: 0-None

ABSENT: 0-None

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of July, 1990.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

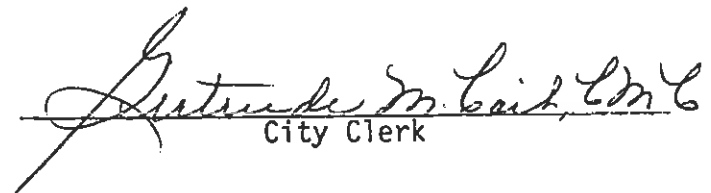
CITY ATTORNEY

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Gertrude M. Coit, C.M.C. do hereby certify
that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage
County, Illinois, and as such officer I am the keeper of the records
and files of said City;

I do further certify that the foregoing constitutes a full, true
and correct copy of RESOLUTION #R-24-90, A RESOLUTION AUTHORIZING
THE EXECUTION OF CERTAIN MUTUAL BOUNDARY LINE AGREEMENT BE-
TWEEN THE CITY OF DARIEN AND THE VILLAGE OF DOWNERS GROVE

IN WITNESS WHEREOF, I have hereunto affixed my official hand and
seal this 25th day of July, 19 90.


City Clerk

7/90

AGREEMENT

THIS AGREEMENT, made this 13th day of August, 1990 by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the City of Darien, a municipal corporation of DuPage County, Illinois (hereinafter called "Darien"),

WITNESSETH:

WHEREAS, Downers Grove and Darien are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves in order to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Division 12 of Article II of the Illinois Municipal Code (Chapter 24 of the Illinois Revised Statutes, 1989) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and

WHEREAS, Downers Grove and Darien have duly authorized plan commissions, created pursuant to authority granted in Division 12 of Article 11 of the Illinois Municipal Code, and have adopted official plans pursuant thereto; and

RECORDER
DU PAGE COUNTY



WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, Downers Grove and Darien have agreed upon a line marking the boundaries of the jurisdiction of their respective corporate authorities, pursuant to the authority granted in Section 11-12-9 of the Illinois Municipal Code; and

WHEREAS there is unincorporated territory lying between the corporate limits of Downers Grove and the corporate limits of Darien, which territory is within one and one-half miles of the boundaries of Downers Grove and Darien; and

WHEREAS, Downers Grove and Darien recognize the need to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for growth and potential development between their communities and conservation of available resources for their respective citizens; and

WHEREAS, the corporate authorities of Downers Grove and Darien have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into an agreement establishing a boundary line pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage and, to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities; and

WHEREAS, Downers Grove and Darien have authorized the execution of this Agreement as an exercise of their respective authority and in accordance with

the intergovernmental cooperation provisions of the Constitution of the State of Illinois of 1970.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, and pursuant to the authority of said municipalities referred to above, the Village of Downers Grove and the City of Darien hereby agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated herein as though herein fully set forth.

2. The boundary line (the "Boundary Line") legally described in Exhibit "A" attached hereto, and depicted on the map attached hereto as Exhibit "B", is hereby approved and adopted by Downers Grove and Darien for all purposes of this Agreement, and specifically for municipal government planning, subdivision control, official maps, ordinances and other municipal purposes.

3. It is the intention of both municipalities to honor the Boundary Line in effecting future annexations of territory that is presently unincorporated. Without the prior written consent of the other municipality to the contrary, Downers Grove will not annex any territory within the jurisdiction of Darien and southerly and easterly of the Boundary Line described in paragraph 1 hereof, and Darien will not annex any territory within the jurisdiction of Downers Grove and northerly and westerly of the Boundary Line described in paragraph 1 hereof.

4. Darien hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have northerly and westerly of the Boundary Line, and Downers Grove hereby transfers to Darien all powers, authority and jurisdiction which it may have southerly and easterly of the Boundary Line.

5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection or to take other lawful action to oppose proposed rezonings within one and one-half miles of its corporate limits or to oppose zoning in any lawful manner within the other municipality.

6. This Agreement shall be binding upon, and shall apply only to relations between Downers Grove and Darien. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Darien insofar as such claims shall relate to any municipality which is not a party to this Agreement.

7. This Agreement shall be in full force and effect from and after the copies hereof, certified by the Clerks of the respective municipalities, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each such municipality.

8. This Agreement for a jurisdictional boundary line shall be valid for a period of twenty (20) years from the date hereof, and may thereafter be extended, renewed or revised for additional terms by agreement of the parties.

9. Neither Downers Grove nor Darien shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities, or until the end of its term, as the same may be extended, pursuant to paragraph 8 hereof.

10. The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any one or more of such provisions shall not be deemed to impair or affect the validity or enforceability of any other provision hereof.

11. This Agreement shall be construed in accordance with the laws of the State of Illinois.

12. That all prior agreements of the parties as to any jurisdictional boundary line, and in particular the agreement entered between the parties on July 6, 1981, are hereby repealed.

IN WITNESS WHEREOF, Downers Grove and Darien have caused this Agreement to be executed by their respective Mayors, and attested by their respective Village Clerks, with their corporate seals hereunto affixed, as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

BY: Betty M. Cheever
Mayor

ATTEST:

Barbara Waldner
Village Clerk

CITY OF DARIEN

BY: John W. Fisher
Mayor

ATTEST:

Antonia M. Lintz
Village Clerk

EXHIBIT "A"

Commencing at the intersection of the centerline of Lemont Road with the Northerly right-of-way of United States Interstate Highway 55, in Downers Grove Township, for a point of beginning, thence Northerly along said centerline to a point 888.56 feet South of the Northwest corner of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 33.0 feet from the centerline of Lemont Road to a point, thence Northerly 38.56 feet to a point, thence Easterly 17.0 feet to the East right-of-way of Lemont Road, thence Northerly 205.0 feet along said East right-of-way to a point, such point being the intersection of said East right-of-way with the South line of the North 645.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 315.0 feet along said South line to the East line of the West 365.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence North 545.0 feet to the South line of 75th Street, such line being 100 feet South of the North line of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly along said South line of 75th Street for a distance of 4,904 feet more or less to a point, said point being the Northwest corner of Parcel 09-29-400-015 being a parcel of 1.71 acres located in the Southeast Quarter of Section 29, thence South along the West line of said 1.71 acre parcel or 402.83 feet, thence Easterly 366 feet to the East right-of-way line of Fairview Avenue, thence South a distance of 910 feet along said East right-of-way line of Fairview Avenue as dedicated by Document R74-00398 located in the Southwest Quarter of Section 28 to a point, said point being the Southwest corner of Vieth's Assessment Plat, thence Easterly along the South line of Vieth's Assessment Plat as extended Easterly for a distance of approximately 1185 feet to the Northeast corner of Lot 17 of Block 8 of Knottingham Unit 3, thence South 75 feet to the Southeast corner of Lot 17, thence West 145 feet to the Southwest corner of Lot 17 thence South along the West line of Block 8 of Knottingham Unit 3 to a point of intersection of said line with the North line of Manning Road, such point also being the Southwest corner of Lot 1 of Block 8 of Knottingham Unit 2, thence East along the South line of Lot 1, Block 8, Unit 2 and such line extended to the Southwest corner of Lot 1, Block 6 of Knottingham Unit 2, thence Easterly along the Southerly property lines of Lots 1 through 6 of Block 6 of Knottingham Unit 2, to the Southeasterly most corner of Lot 6, thence Northerly along the Easterly line of Lots 6 through 10 to a point of intersection with the Southwesterly corner of Lot 14, thence Easterly along the Southerly property lines of Lots 14 through 20 to a point of intersection with the Northwesterly corner of Lot 21, thence Southerly along the Westerly line of Lot 21 for a distance of 205.62 feet to the intersection of said Westerly line with the Northerly line of Plainfield Road, thence Easterly along the Northerly line of Plainfield Road to the East line of Williams Street, thence North along said East line to the point of intersection with the North line extended of Lot 27 of Block 3 of Knottingham Unit 1, thence Westerly along said North line of Lot 27 to the Northwest corner of Lot 27, thence South along the West line of Lot 27 to a point of intersection with the South line of Lot 5 of Block 3 of Knottingham Unit 2, thence Westerly along the South line of Lot 5 to the

Southwest corner of said lot also being a point on the East right-of-way line of Knottingham Lane, thence North along the West line of said Lot 5 to the point of intersection with the Southerly Line of Lot 30, Block 4 of Knottingham Unit 2 extended, thence Westerly along said line to the Southwest corner of Lot 30, such point also being a point along the Easterly line of Lot 17 of Block 4 of Knottingham Unit 3, thence Southerly along such line to the Southeast corner of Lot 17, thence Westerly along the South line of Lot 17 to the Southwest corner of Lot 17 being a point on the Easterly right-of-way line of Bainbridge Drive, thence Northerly along the East line of Bainbridge Drive to a point on the West line of Lot 13, Block 4 being a point of intersection with the South line of Lot 35, Block 5 extended, thence Westerly along such line extended and along the South line of Lot 35 to the Southwest corner of said lot, thence Northerly along the West line of Lots 35, 36 and 37 to the Northwest corner of Lot 37, thence East along the North line of Lot 37 to the Northeast corner of said lot, thence South along the East line of Lot 37 to a point, said point being the intersection of the East line of Lot 37 with the North line of Lot 11, Block 4 extended, thence East along said extended line and the North line of Lot 11 to the Northeast corner of Lot 11, thence South along the East line of Lots 11, 12, 13, 14, 15, and 16 to a point on the East line of Lot 16 where it intersects with the North line of Lot 30, thence East along the North line of Lot 30 to the point of intersection with the West right-of-way line of Knottingham Lane, thence North along the West line of Knottingham Lane also being the Easterly property line of Lots 31, 32, 33, 34, 35, 36, and 37 to a point on the East line of Lot 37 being the intersection of said Easterly line with the Northerly line of Lot 10 of Block 2 of Knottingham Unit 1 extended, thence Easterly along such extended line and along the Northerly line of Lot 10 to the Easterly line of Lot 10, thence South along said East line to the Southeast corner of Lot 10 which is also the Southwest corner of Lot 15, thence East along the South line of Lot 15 and such line extended to the East right-of-way line of Williams Street, thence North on the East line to the point of intersection with the South line of Lot 16 extended, thence West along such line extended and along the South line of Lot 16 to the Southwest corner of said lot, thence North along the West line of Lot 16 to the Northwest corner, thence East along the North line and the North line extended to the East Line of the Williams Street right-of-way, thence North along the East line to the point of intersection with the South line of Lot 20 extended, thence West along said extended line and the south line of Lot 20 to the Southwest corner of Lot 20, thence North along the West line of Lot 20 to the Northwest corner of Lot 20, thence East along the North line of Lot 20 and such line extended to the East line of Williams Street, thence North along said East line to the intersection with the South line of Lot 1, Block 2, thence West along said South line extended and said South line to the Southwest corner of Lot 1, thence North along the West line to the Northwest corner of Lot 1, thence East along the North line of Lot 1 and said line extended to the East line of Williams Street, thence North along said East line and such line extended to the North right-of-way line of 75th Street, thence West along the North line of 75th Street to a point 1526.34 feet West of the East line of the West half of Section 28, thence South a distance of 438.38 feet to a point in the Northerly portion of Lot 2 of part of Varoni's Division of Lot 2 of Vieth's Assessment Plat such point being 238.38 feet South of the North property line and 36 feet West of the East line of said Lot 2, thence Westerly to the West line of said

R90-104511

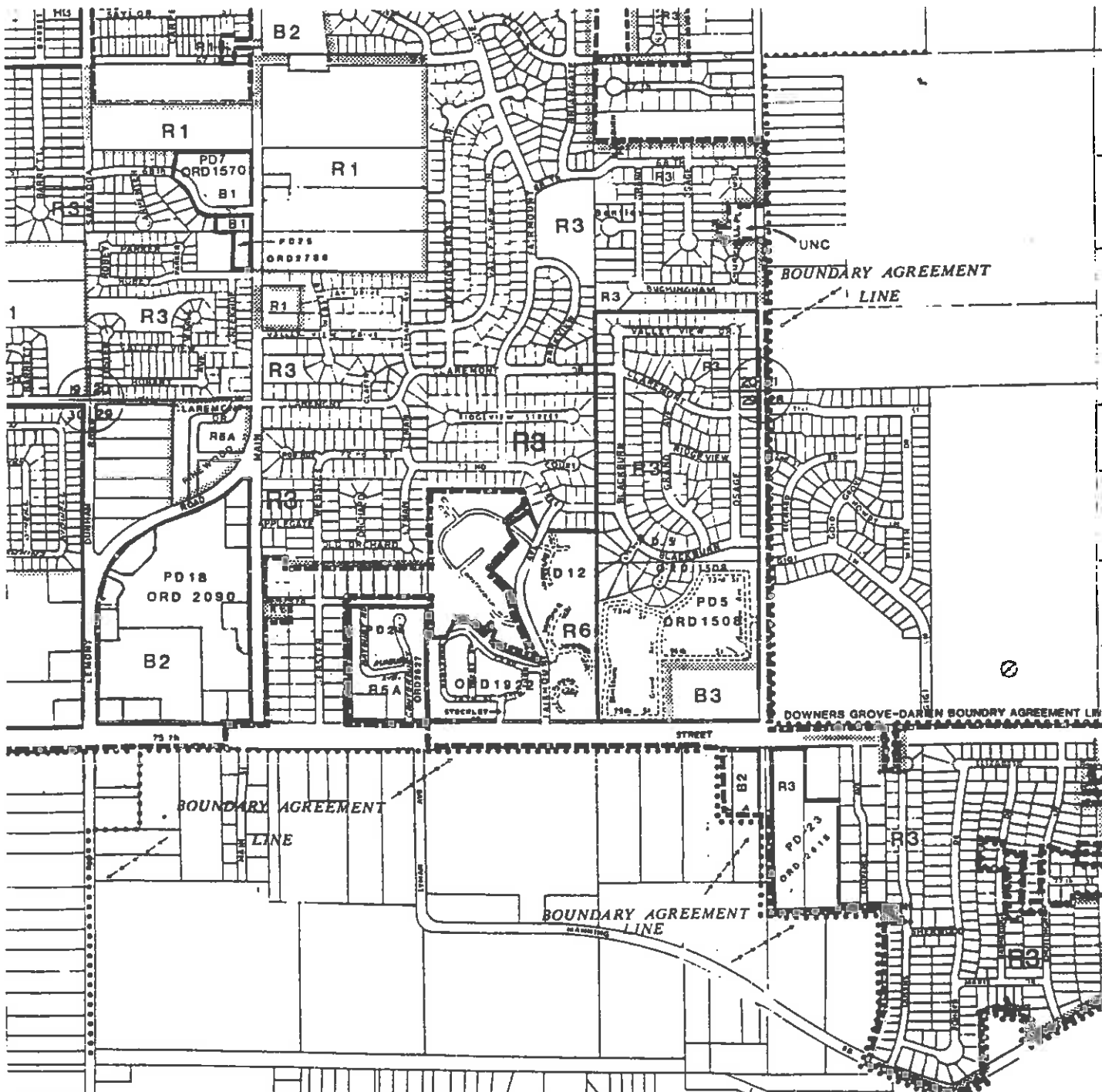
Lot 2 a distance of 127.92 feet more or less, thence North to the North line of 75th Street, thence West along the North line of 75th Street to the East line of Fairview Avenue, thence North along the East line of Fairview Avenue to the point of intersection with the South line of the North half of Section 21, thence Easterly along said South line to the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 21 for a point of ending, all the aforescribed being located in Township 38 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

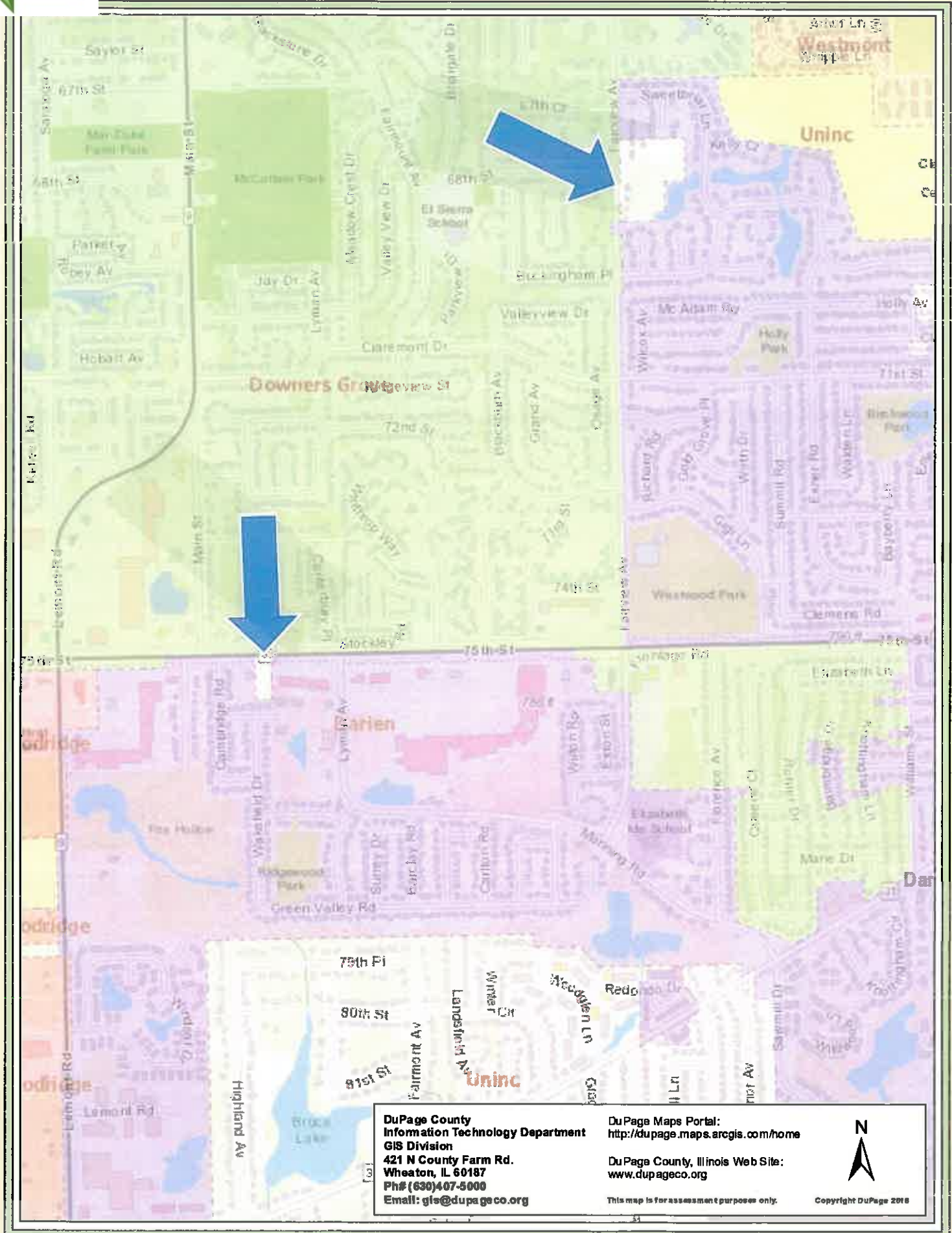
Prepared by + return to

VILLAGE CLERK
VILLAGE OF DOWNERS GROVE
801 Burlington
Downers Grove, Illinois 60515

R90-104511

PROPOSED DARIEN-DOWNERS GROVE BOUNDARY AGREEMENT





RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL JURISDICTIONAL BOUNDARY LINE AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE VILLAGE OF DOWNERS GROVE**

WHEREAS, the City of Darien is a unit of local government as defined by Article VII, Section 1, of the 1970 Constitution of the State of Illinois; and

WHEREAS, as a unit of local government, Darien is enabled by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into agreements with other units of local government to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, the City of Darien and the Village of Downers Grove (“Parties”) previously entered into a Boundary Line Agreement, dated August 13, 1990, with regard to the establishment of jurisdictional boundary lines pursuant to Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9); and

WHEREAS, the Parties have determined that it is necessary and desirable to repeal and replace the August 13, 1990 Agreement, and, substitute in place, the Boundary Line Agreement, attached hereto as [Exhibit A](#), and made a part hereof; and

RESOLUTION NO. _____

WHEREAS, the City Council has reviewed the proposed Agreement and has determined that it is in the best interests of the City to repeal and replace the August 13, 1990 Agreement and enter into the proposed Agreement with the Village of Downers Grove.

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

SECTION 1: The recitals set forth hereinabove are incorporated herein by reference as substantive provisions of this Resolution.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute the “Boundary Line Agreement”.

SECTION 3: The City Clerk is hereby authorized and directed to record a certified copy of this Resolution with the Office of the DuPage Recorder of Deeds.

SECTION 4: All prior agreements of the Parties as to any jurisdictional boundary line, and in particular, the Agreement entered into between the Parties on August 13, 1990 and recorded in the Office of the DuPage County Recorder of Deeds on August 15, 1990, are hereby repealed.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

RESOLUTION NO. _____

**PASSED BY THE CITY COUNIL OF THE CIT OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BOUNDARY LINE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018 by and between the Village of Downers Grove, a municipal corporation of DuPage County, Illinois (hereinafter called "Downers Grove"), and the City of Darien, a municipal corporation of DuPage County, Illinois (hereinafter called "Darien"),

WITNESSETH:

WHEREAS, Downers Grove and Darien are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves in order to exercise, combine or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Division 12 of Article II of the Illinois Municipal Code (65 ILCS '5/11-12-1 et seq.) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and

WHEREAS, Downers Grove and Darien recognize the need to provide for logical municipal boundaries and areas of municipal authority between their respective municipalities in order to plan effectively and efficiently for growth and potential development between their communities and conservation of available resources for their respective citizens; and

WHEREAS, Downers Grove and Darien have duly authorized plan commissions, created pursuant to authority granted in Division 12 of Article 11 of the Illinois Municipal Code, and have adopted official plans pursuant thereto; and

WHEREAS, there is unincorporated territory lying between the corporate limits of Downers Grove and the corporate limits of Darien, which territory is within one and one-half miles of the boundaries of Downers Grove and Darien; and

WHEREAS, Downers Grove and Darien have agreed upon a line marking the boundaries of the jurisdiction of their respective corporate authorities, pursuant to the authority granted in Section 11-12-9 of the Illinois Municipal Code; and

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, the Parties previously entered into a boundary line agreement dated August 13, 1990 with regard to the establishment of jurisdictional boundary lines; and

WHEREAS, the Parties have determined that it is necessary and desirable to repeal and replace the August 13, 1990 Agreement and, substitute in place, this inclusive Agreement; and

WHEREAS, the corporate authorities of Downers Grove and Darien have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into an agreement establishing a boundary line pursuant to the foregoing authority, and have given consideration to the natural flow of storm water drainage and, to the extent practical, the inclusion of all of any single tract having common ownership within the jurisdiction of one or the other of said municipalities; and

WHEREAS, Downers Grove and Darien have authorized the execution of this Agreement as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under Article VII, section 10 of the Constitution of Illinois; and pursuant to 65 ILCS 5/1-1-5 and 5 ILCS 220/1 et seq and, for Downers Grove, pursuant to its home rule authority.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, and pursuant to the authority of said municipalities referred to above, the Village of Downers Grove and the City of Darien hereby agree as follows:

1. The provisions of the preamble hereinabove set forth are hereby restated herein as though herein fully set forth.
2. The boundary line (the "Boundary Line") legally described in [Exhibit "A"](#) attached hereto, and depicted on the map attached hereto as [Exhibit "B"](#), is hereby approved and adopted by Downers Grove and Darien for all purposes of this Agreement, and specifically for municipal government planning, subdivision control, official maps, ordinances and other municipal purposes.
3. It is the intention of both municipalities to honor the Boundary Line in effecting future annexations of territory that is presently unincorporated. Without the prior written consent of the other municipality to the contrary, Downers Grove will not annex any territory within the jurisdiction of Darien and southerly and easterly of the Boundary Line described in paragraph 1 hereof, and Darien will not annex any territory within the jurisdiction of Downers Grove and northerly and westerly of the Boundary Line described in paragraph 1 hereof.
4. Darien hereby transfers to Downers Grove all powers, authority and jurisdiction which it may have northerly and westerly of the Boundary Line, and Downers Grove hereby

transfers to Darien all powers, authority and jurisdiction which it may have southerly and easterly of the Boundary Line.

5. This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection or to take other lawful action to oppose proposed rezonings within one and one-half miles of its corporate limits or to oppose zoning in any lawful manner within the other municipality.
6. This Agreement shall be binding upon, and shall apply only to relations between Downers Grove and Darien. Nothing herein shall be used or construed to affect, limit or invalidate the boundary claims of either Downers Grove or Darien insofar as such claims shall relate to any municipality which is not a party to this Agreement.
7. This Agreement shall be in full force and effect from and after the copies hereof, certified by the Clerks of the respective municipalities, have been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the Clerk of each such municipality.
8. This Agreement for a jurisdictional boundary line shall be valid for a period of twenty (20) years from the date hereof, and may thereafter be extended, renewed or revised for additional terms by agreement of the parties.
9. Neither Downers Grove nor Darien shall directly or indirectly seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities, or until the end of its term, as the same may be extended, pursuant to paragraph 8 hereof.
10. The provisions of this Agreement are intended to be severable, and the invalidity or unenforceability of any one or more of such provisions shall not be deemed to impair or affect the validity or enforceability of any other provision hereof.
11. This Agreement shall be construed in accordance with the laws of the State of Illinois.
12. That all prior agreements of the parties as to any jurisdictional boundary line, and in particular the agreement entered between the parties on August 13, 1990 and recorded in the Office of the DuPage County Recorder on August 15, 1990, are hereby repealed.

IN WITNESS WHEREOF, Downers Grove and Darien have caused this Agreement to be executed by their respective Mayors, and attested by their respective Village Clerks, with their corporate seals hereunto affixed, as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

CITY OF DARIEN

BY: _____
Mayor

BY: _____
Mayor

ATTEST:

Village Clerk

ATTEST:

City Clerk

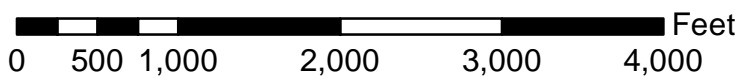
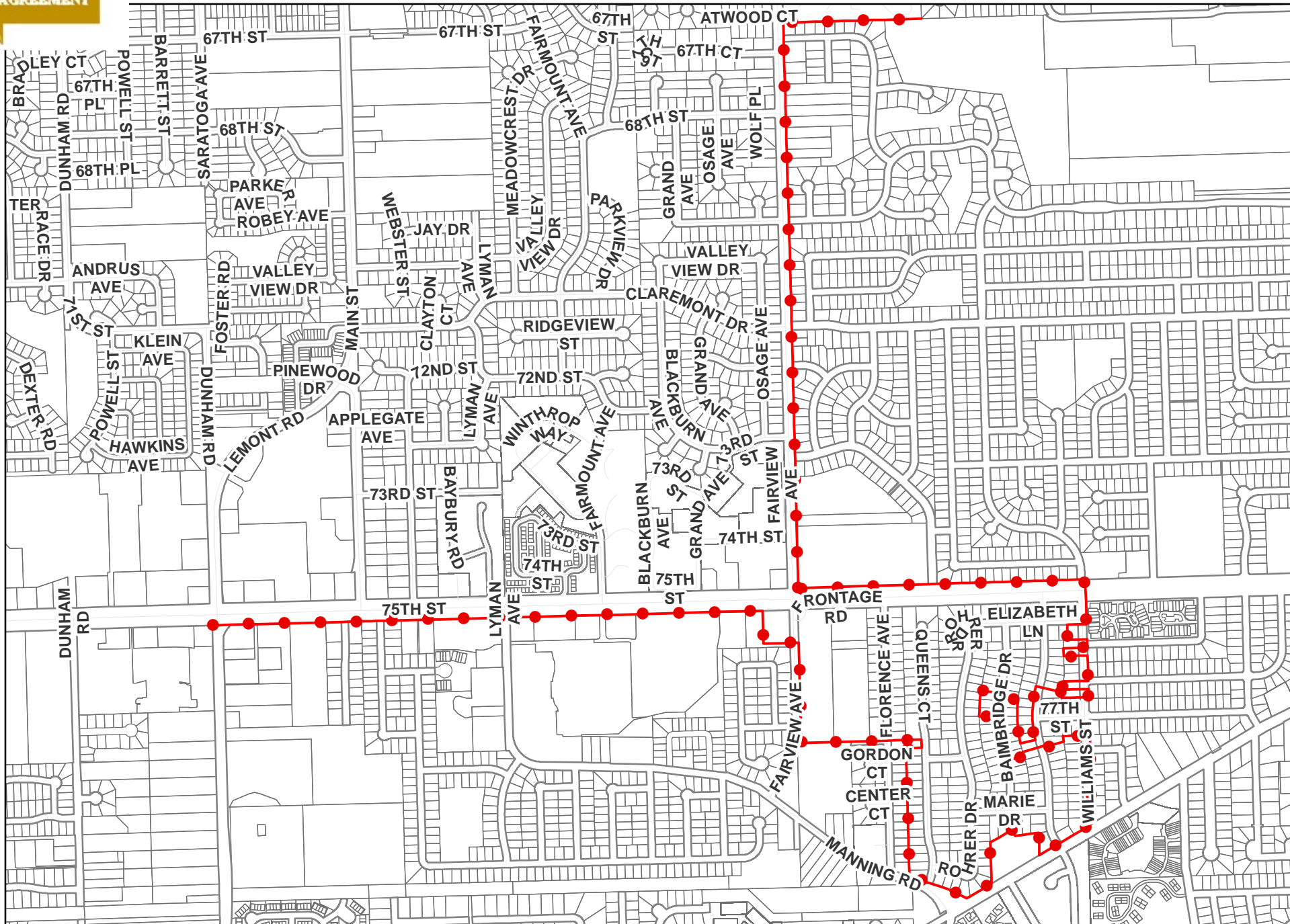


EXHIBIT A

Commencing at the intersection of the centerline of Lemont Road with the Northerly right-of-way of United States Interstate Highway 55, in Downers Grove Township, for a point of beginning, thence Northerly along said centerline to a point 888.56 feet South of the Northwest corner of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 33.0 feet from the centerline of Lemont Road to a point, thence Northerly 38.56 feet to a point, thence Easterly 17.0 feet to the East right-of-way of Lemont Road, thence Northerly 205.0 feet along said East right-of-way to a point, such point being the intersection of said East right-of-way with the South line of the North 645.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly 315.0 feet along said South line to the East line of the West 365.0 feet of the Northwest Quarter of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence North 545.0 feet to the South line of 75th Street, such line being 100 feet South of the North line of the Southwest Quarter of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, thence Easterly along said South line of 75th Street for a distance of 4,904 feet more or less to a point, said point being the Northwest corner of Parcel 09-29-400-015 being a parcel of 1.71 acres located in the Southeast Quarter of Section 29, thence South along the West line of said 1.71 acre parcel or 402.83 feet, thence Easterly 366 feet to the East right-of-way line of Fairview Avenue, thence South a distance of 910 feet along said East right-of-way line of Fairview Avenue as dedicated by Document R74-00398 located in the Southwest Quarter of Section 28 to a point, said point being the Southwest corner of Vieth's Assessment Plat, thence Easterly along the South line of Vieth's Assessment Plat as extended Easterly for a distance of approximately 1185 feet to the Northeast corner of Lot 17 of Block 8 of Knottingham Unit 3, thence South 75 feet to the Southeast corner of Lot 17, thence West 145 feet to the Southwest corner of Lot 17 thence South along the West line of Block 8 of Knottingham Unit 3 to a point of intersection of said line with the North line of Manning Road, such point also being the Southwest corner of Lot 1 of Block 8 of Knottingham Unit 2, thence East along the South line of Lot 1, Block 8, Unit 2 and such line extended to the Southwest corner of Lot 1, Block 6 of Knottingham Unit 2, thence Easterly along the Southerly property lines of Lots 1 through 6 of Block 6 of Knottingham Unit 2, to the Southeasterly most corner of Lot 6, thence Northerly along the Easterly line of Lots 6 through 10 to a point of intersection with the Southwesterly corner of Lot 14, thence Easterly along the Southerly property lines of Lots 14 through 20 to a point of intersection with the Northwesterly corner of Lot 21, thence Southerly along the Westerly line of Lot 21 for a distance of 205.62 feet to the intersection of said Westerly line with the Northerly line of Plainfield Road, thence Easterly along the Northerly line of Plainfield Road to the East line of Williams Street, thence North along said East line to the point of intersection with the North line extended of Lot 27 of Block 3 of Knottingham Unit 1, thence Westerly along said North line of Lot 27 to the Northwest corner of Lot 27, thence South along the West line of Lot 27 to a point of intersection with the South line of Lot 5 of Block 3 of Knottingham Unit 2, thence Westerly along the South line of Lot 5 to the Southwest corner of said lot also being a point on the East right-of-way line of Knottingham Lane, thence North along the West line of said Lot 5 to the point of intersection with the Southerly Line of Lot 30, Block 4 of Knottingham Unit 2 extended, thence Westerly along said line to the Southwest corner of Lot 30, such point also being a point along the Easterly line of Lot 17 of Block 4 of Knottingham Unit 3, thence Southerly along such line to the Southeast corner of Lot 17, thence Westerly along the South line of Lot 17 to the Southwest corner of Lot 17 being a point on the Easterly right-of-way line of Baimbridge Drive, thence Northerly along the East line of Baimbridge Drive to a point on the West line of Lot 13, Block 4 being a point of intersection with the South line of Lot 35, Block 5 extended, thence Westerly along such line extended and along the South line of Lot 35 to the Southwest corner of said lot, thence Northerly along the West line of Lots 35, 36 and 37 to the Northwest corner of Lot 37, thence East along the North line of Lot 37 to the Northeast corner of said lot, thence South along the East line of Lot 37 to a point, said point being the intersection of the East line of Lot 37

with the North line of Lot 11, Block 4 extended, thence East along said extended line and the North line of Lot 11 to the Northeast corner of Lot 11, thence South along the East line of Lots 11, 12, 13, 14, 15, and 16 to a point on the East line of Lot 16 where it intersects with the North line of Lot 30, thence East along the North line of Lot 30 to the point of intersection with the West right-of-way line of Knottingham Lane, thence North along the West line of Knottingham Lane also being the Easterly property line of Lots 31, 32, 33, 34, 35, 36, and 37 to a point on the East line of Lot 37 being the intersection of said Easterly line with the Northerly line of Lot 10 of Block 2 of Knottingham Unit 1 extended, thence Easterly along such extended line and along the Northerly line of Lot 10 to the Easterly line of Lot 10, thence South along said East line to the Southeast corner of Lot 10 which is also the Southwest corner of Lot 15, thence East along the South line of Lot 15 and such line extended to the East right-of-way line of Williams Street, thence North on the East line to the point of intersection with the South line of Lot 16 extended, thence West along such line extended and along the South line of Lot 16 to the Southwest corner of said lot, thence North along the West line of Lot 16 to the Northwest corner, thence East along the North line and the North line extended to the East Line of the Williams Street right-of-way, thence North along the East line to the point of intersection with the South line of Lot 20 extended, thence West along said extended line and the south line of Lot 20 to the Southwest corner of Lot 20, thence North along the West line of Lot 20 to the Northwest corner of Lot 20, thence East along the North line of Lot 20 and such line extended to the East line of Williams Street, thence North along said East line to the intersection with the South line of Lot 1, Block 2, thence West along said South line extended and said South line to the Southwest corner of Lot 1, thence North along the West line to the Northwest corner of Lot 1, thence East along the North line of Lot 1 and said line extended to the East line of Williams Street, thence North along said East line and such line extended to the North right-of-way line of 75th Street, thence West along the North line of 75th Street to a point 1526.34 feet West of the East line of the West half of Section 28, thence South a distance of 438.38 feet to a point in the Northerly portion of Lot 2 of part of Varoni's Division of Lot 2 of Vieth's Assessment Plat such point being 238.38 feet South of the North property line and 36 feet West of the East line of said Lot 2, thence Westerly to the West line of said Lot 2 a distance of 127.92 feet more or less, thence North to the North line of 75th Street, thence West along the North line of 75th Street to the East line of Fairview Avenue, thence North along the East line of Fairview Avenue to the point of intersection with the South line of the North half of Section 21, thence Easterly along said South line to the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 21 for a point of ending, all the aforescribed being located in Township 38 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Exhibit B



●—● Darien Boundary Agreement Line



AGENDA MEMO
CITY COUNCIL
December 17, 2018

Issue Statement

Approval of a resolution approving the second lease amendment with Verizon to relocate their telecommunications equipment onto Cell Tower B next to the Public Works Garage at 1041 S. Frontage Road.

RESOLUTION with second lease amendment as an exhibit – see attached

Background

In 2011 the City approved Resolution R-59-11 that approved a lease agreement allowing Verizon to install their antennas on Tower A along with a shelter and related equipment. See **Attachment A: Resolution R-59-11** (with lease as an exhibit). In 2016, The City approved a first amendment to the Verizon lease that allowed Verizon to place a backup generator on site to provide continued service during ComEd power outages. See **Attachment B: Verizon Generator Lease**. The main provisions of the lease are an initial monthly rent of \$2,000 plus \$250 for the generator for 5 terms of 5 years per term with a 15% escalation per term.

As part of Verizon's program to improve customer service, they want to upgrade their equipment. Tower A does not have the structural capacity to handle their planned equipment upgrades, so they have requested to move off of Tower A and install on Tower B. See **Attachment C: Tower Photo**. See **Attachment D: Site Plan**. Verizon has provided construction drawings and a structural study that shows Tower B has the structural capacity to handle the Verizon planned equipment.

Related activity includes plans by the two emergency public dispatch services, DUCOMM and ACDC, currently on Tower A, to move to Tower B. Verizon has been working with DUCOMM and ACDC to coordinate mounting locations on Tower B and structural analysis of Tower B. Leases for DUCOMM and ACDC are being negotiated now and will be forthcoming soon for City approval. Also, T-Mobile has plans to upgrade their equipment on Tower A, but is waiting for Verizon, DUCOMM, and ACDC to move off of Tower A to free up structural capacity on Tower A for the new T-Mobile equipment.

The main provisions of the new Verizon lease amendment includes revised monthly rent of \$4,000 with 15% escalation per term and 60 days to remove from tower A and install on Tower B. The City Attorney has reviewed and advised to move forward on said amended lease.

MSC

On November 26, the Municipal Services Committee reviewed this issue and voted 2-0 to recommend approval as presented. Paul Williams representing Verizon was in attendance and commented that this equipment upgrade will be part of Verizon's new 5G system.

RESOLUTION NO. R-59-11

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO
AN AGREEMENT WITH VERIZON WIRELESS TO UTILIZE THE
COMMUNICATIONS TOWER AT 1041 S. FRONTAGE ROAD**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU
PAGE COUNTY, ILLINOIS**, that the City Administrator is authorized to enter into an
agreement with Verizon Wireless to utilize the communications tower at 1041 S. Frontage Road,
a copy of which is attached as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 18th day of July, 2011.

AYES: 5 – Avci, Beilke, Marchese, Poteraske, Seifert

NAYS: 0 – NONE

ABSENT: 2 – McIvor, Schauer

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 18th day of July, 2011.

Kathleen Moesle Weaver
KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

Joanne E. Ragona
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:
[Signature]
CITY ATTORNEY



Site Name: Darien DPW
Site Number:

STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "Landlord") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a communications tower (the "Tower"), together with all rights and privileges arising in connection therewith, located at 1041 South Frontage Road, in the City of Darien, in the County of DuPage, State of Illinois 60561 as more fully described on Exhibit 1 (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **PREMISES.**

(a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of approximately 360 square feet for Tenant's equipment shelter ("Equipment Space") and

(ii) vertical space on the Tower ("Antenna Space"), together with such easements as are necessary for installation, operation and maintenance of Tenant's antennas as described on attached Exhibit 2 ; and

(iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "Connections"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "Premises."

(b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the

Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its original condition, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tesis.

(c) If during the term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property which includes (without limitation) the remainder of the Tower) or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or, materially limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of Tenant's communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises for the transmission and reception of Tenant's communications signals (collectively, the "Communication Facility") as depicted on Exhibit 2 attached hereto, as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use") provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on Exhibit 2. If Exhibit 2 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 2. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on Exhibit 2. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, and Landlord does not require such additional portion of the Property for Landlord's own purposes, Landlord agrees to lease to Tenant

the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term will be five (5) years ("Initial Term"), commencing on January 1, 2012 ("Commencement Date").

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s), (each term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("Term").

(d) If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement with monthly rent equal to One Hundred Fifty percent (150%) of the then current rent amount.

4. **RENT.**

(a) Commencing on the Commencement Date, Tenant will pay the Landlord a monthly rental payment of two thousand and No/100 Dollars (\$2,000.00) ("Rent"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by Fifteen (15%) over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) Within 30 days after the Commencement Date, Tenant agrees to pay to Landlord, as a one-time capital contribution, the amount of \$25,000.00, which shall compensate Landlord for Tower maintenance related costs.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant reasonably determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon written notice to Landlord for any reason at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

(c) Landlord agrees that at its own cost and expense, Landlord will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence, or will maintain adequate self-insurance against such occurrences.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further warrants that it will operate, keep and maintain the Communication Facility at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Tenant further agrees to cooperate with other authorized users of the Property to identify and eliminate interference problems, and Tenant agrees to cooperate with Landlord and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

(d) The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property. Tenant represents and warrants that it will not store, use or release hazardous substances on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to

Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) The Landlord reserves the right to perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with one hundred twenty (120) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. Tenant's installation, operation and maintenance of the Communication Facility on the Premises shall not

damage nor unreasonably interfere with the Landlord's operation, use, repair and maintenance of the Tower for its intended purpose.

(d) Landlord covenants that it will keep the Tower in good repair as required by all applicable laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Landlord fails to make repairs required for compliance with FCC regulations, the Tenant may make the repairs and the costs thereof shall be payable to the Tenant by the Landlord on demand; provided, however, Tenant has first complied with the default and right to cure provision of Paragraph 15 of this Agreement. If the Landlord does not make payment to the Tenant within ten (10) days after such demand, the Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Tenant to the Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer this Agreement, without the approval or consent of Landlord, to Tenant's parent, affiliates, subsidiaries of its parent or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, which consent shall not to be unreasonably withheld, conditioned or delayed. Tenant may not sublease the Premises without the approval and consent of Landlord.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road

Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Landlord: City of Darien
Attn: City Administrator
1702 Plainfield Road
Darien, Illinois 60561

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

- (b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord
- (i) a. Old deed to Property
 - b. New deed to Property
 - c. Bill of Sale or Transfer
 - d. Copy of current Tax Bill
 - e. New W-9
 - f. New Payment Direction Form
 - g. Full contact information for new Landlord including all phone numbers

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

19. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

20. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Tower is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then either Tenant or Landlord may terminate this Agreement by providing written notice to the other party within sixty (60) days from the date of such damage or destruction, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord undertakes to rebuild the Tower or if Tenant undertakes to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent for: (i) three (3) months from the date of such damage or destruction, or (ii) until such time as Tenant is able to activate a replacement transmission

facility at another location or (iii) until the reconstruction of the Communication Facility is completed, whichever occurs first. If this Agreement has not been terminated and Landlord is undertaking the reconstruction of the Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower is completed.

21. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

22. TAXES.

(a) Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property and all real property taxes levied and assessed against Tenant's leasehold interest in the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for the year covered by the assessment. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant, e.g., the rooftop) relative to taxable portion of Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)). At the request of either party, the other shall provide evidence of payment of taxes.

(b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within thirty (30) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

23. SALE OF PROPERTY.

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell or lease any areas of the Property or for the installation, operation or maintenance of other specific wireless communications facilities if such installation, operation or maintenance would materially interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole

discretion, any such testing to be at the expenses of Landlord or Landlord's prospective purchaser, and not Tenant. Any such testing shall be performed within thirty (30) days of notice from Landlord of its intent to sell or lease any part of the property for installation of other wireless telecommunications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant or in violation of FCC technical requirements, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii)

there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) No Electronic Signature/No Option. The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) Replacement Agreement. This Agreement shall replace the Ground Lease Agreement dated May 1, 1992 by and between The University of Chicago Hospitals, predecessor in interest to Landlord and Tenant known to LESSEE as contract number 27816, as amended ("Original Lease"). The Original Lease shall terminate and shall be considered null and void upon the Commencement Date of this Agreement and no further notice of termination or additional writing shall be necessary on the part of either party. The parties agree that LESSEE shall make rent payments per the Original Lease up to the Commencement Date. On the Commencement Date, the terms of this Agreement shall govern all rights and obligations of the parties with respect to the Property and all rent payments shall be made pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to effective as of the last date written below.

WITNESSES:

Johnnie E. Ragana
Print Name: Johnnie E. Ragana



~~WITNESS:~~
Joseph Coates
Print Name Joseph Coates

"LANDLORD"

The City of Darien, an Illinois corporation

By: *[Signature]*
Name: Bryan D. VANA
Its: CITY ADMINISTRATOR
Date: 7-18-11

"TENANT"

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership
Its: General Partner
By: *[Signature]*
Name: Beth Ann Drphan
Its: Area Vice President Network
Date: 7/26/11 20

TENANT ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss:

On the _____ day of _____, 20____, before me personally appeared Beth Ann Drohan and acknowledged under oath that he/she is the AAA Vice President Network of Chicago SMSA Limited Partnership the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF DuPage) ss:

On the 18th day of July, 2011 before me, personally appeared BRYON D. VANA, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Bov
Notary Public: Maria E. Gonzalez
My Commission Expires: 2/2/2014



EXHIBIT 1

DESCRIPTION OF THE PROPERTY

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

The Property is described and/or depicted as follows:

PART OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 808.05 FEET FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 32 MINUTES EAST ALONG THE EAST LINE OF TRACT "D", H. A. MATOUSEK'S PLAT OF SURVEY FOR A DISTANCE OF 200.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 637.57 FEET TO A POINT IN THE WEST LINE OF TRACT 5, DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 11, WHICH IS 45.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY OF FEDERAL AID ROUTE 98; THENCE SOUTH 0 DEGREES 32 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT 5, FOR DISTANCE OF 756.7 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 290.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT 2

DESCRIPTION OF PREMISES

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

The Premises are described and/or depicted as follows:
(See attached)

Prepared by and Return to:
Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
(Darien DPW)

State: Illinois
County: DuPage

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 18 day of July, 2011, by and between The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as "Landlord") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("Agreement") on the 18 day of July, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the Commencement Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

Prepared by and Return to:
Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2450
Chicago, Illinois 60606
(Darien DPW)

State: Illinois
County: DuPage

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 26 day of Sept., 2011, by and between The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as "Landlord") and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, having a mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("Agreement") on the 26 day of Sept., 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
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4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

[Signature]
Print Name: JOHN E. DRAGONA

[Signature]
Print Name: ASHLEY PEWTER



[Signature]
Print Name: JOSEPH COATES

Print Name: _____

"LANDLORD"

The City of Darien, an Illinois corporation

By: [Signature]
Name: BRAD D. VANA
Its: CITY ADMINISTRATOR
Date: 7-12-11

"TENANT"

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Celco Partnership
Its: General Partner

By: [Signature]
Print Name: BETH ANN DECHAN
Its: Area Mgr. President Network
Date: 7/20/11 .20

TENANT ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss:

On the 26 day of Sept., 2010, before me personally appeared Beth Ann Debnal and acknowledged under oath that he/she is the Area Vice President Network of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]
Notary Public: Ann Goldstein
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF DuPage) ss:

On the 18th day of July, 2010 before me, personally appeared Bryan D. Vana, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

[Signature]
Notary Public: [Signature]
My Commission Expires: 2/2/2014



EXHIBIT 1

DESCRIPTION OF PREMISES

to the Memorandum of Lease dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, as Tenant.

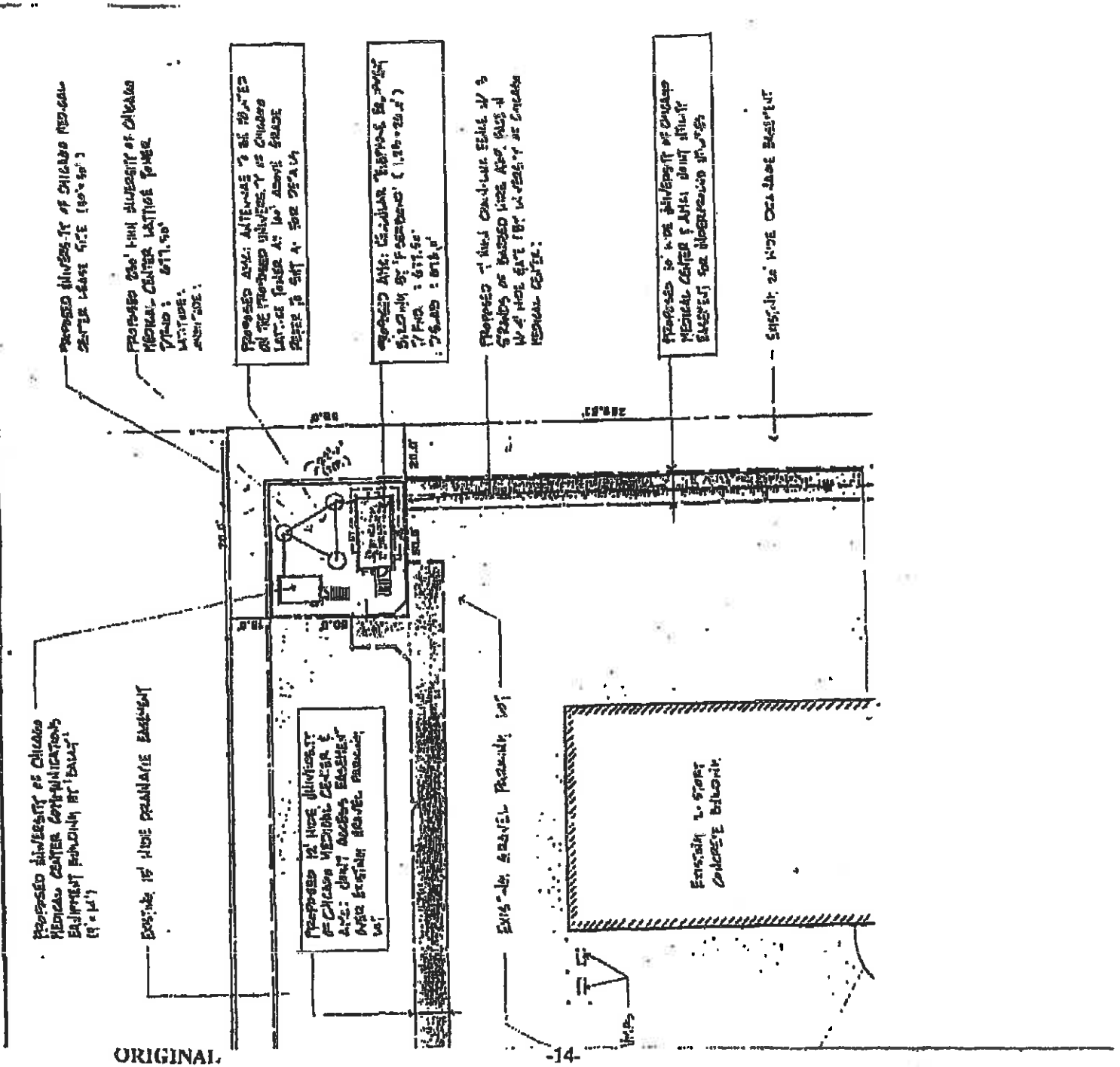
PART OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 898.05 FEET FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 32 MINUTES EAST ALONG THE EAST LINE OF TRACT "D", N. A. MATOUSEK'S PLAT OF SURVEY FOR A DISTANCE OF 200.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 697.57 FEET TO A POINT IN THE WEST LINE OF TRACT 5, DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 11, WHICH IS 45.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY OF FEDERAL AID ROUTE 98; THENCE SOUTH 0 DEGREES 32 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT 5, FOR DISTANCE OF 756.7 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 290.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

(see attached site plan)

LEASE AGREEMENT

EXHIBIT B

SKETCH OF THE PROPERTY



ORIGINAL

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-59-11 — *“A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH VERIZON WIRELESS TO UTILIZE THE COMMUNICATIONS TOWER AT 1041 S. FRONTAGE ROAD”* of the City of Darien, Du Page County, Illinois, duly passed and approved by the Mayor and City Council at a Meeting Held on July 18, 2011.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal
this 18th day of July, 2011.



JoAnne E. Ragona

City Clerk

Site Name: Darien DPW
 Location: 126659
 Attorney/Date: WHD/04.15.16

**FIRST AMENDMENT TO
 STRUCTURE LEASE AGREEMENT**

This First Amendment to Structure Lease Agreement (“**First Amendment**”) is made as of the date of the last party to sign below, by and between the City of Darien (hereinafter referred to as “**Landlord**”), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), (hereinafter referred to as “**Tenant**”). The Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**”.

WHEREAS, the Parties previously entered into a Structure Lease Agreement (the “**Agreement**”) dated September 26, 2011;

WHEREAS, Tenant desires to expand its existing ground area space as defined as the “**Equipment Space**” in Paragraph 1 (a) of the Agreement to install a natural gas fueled standby generator; and

WHEREAS, the Parties wish to amend the Agreement in order to address the above items and to reach new agreements with respect to the same;

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following:

1. The recitals above are true and correct and are incorporated herein.
2. Paragraph 4 of the Agreement is hereby amended to add the following as subparagraph (d) thereof:

(d) Effective on the date this First Amendment is last executed by both Parties (“**Amendment Effective Date**”), the Rent shall be increased by \$250.00 per month. If the date this First Amendment is last executed occurs on or between the first and fifteenth day of a month, the Amendment Effective Date will be the first day of that month. If the date this First Amendment is last executed occurs on or between the sixteenth and the last day of the month, the Amendment Effective Date will be the first day of the following month. Rent, including any and all rent increases, will be escalated in accordance with the Agreement. As of January 1, 2012, the Rent under the Agreement was \$2,000.00 per month.
3. Exhibit 2 of the Agreement is hereby deleted and replaced with the attached Exhibit 2-1. All references to Exhibit 2 in the Agreement shall be deleted and replaced with references to Exhibit 2-1.
4. The Parties agree to execute a Memorandum of this First Amendment which shall amend and restate the Memorandum of Lease recorded as Document R2011-123583 with the DuPage County Recorder with the terms of the Agreement as modified by this First Amendment.
5. Except as amended herein, all terms, conditions, provisions, covenants, and agreements contained in the Agreement are hereby ratified and confirmed in their entirety. In the event

of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

6. All capitalized terms used but not defined in this First Amendment shall have the meaning, if any, set forth elsewhere in the Agreement.
7. The Agreement may be further amended or modified only by a written agreement signed by both Parties.
8. This First Amendment shall bind and inure to the benefit of the successors and assigns of the Parties hereto, except to the extent any assignment or other transfer may be prohibited, limited or conditioned pursuant to any other term or condition contained in the Agreement.
9. This First Amendment may be executed in one or more counterparts, all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be effective as of the last date written below.

LANDLORD:

CITY OF DARIEN

By: 

Bryon D. Vana
City Administrator

Date: 5-25-16

TENANT:

CHICAGO SMSA LIMITED
PARTNERSHIP d/b/a Verizon Wireless

By: 

Larry Rick
Director Engineering-Network

Date: 8/2/16

[Exhibit Follows]

EXHIBIT 2-1
DESCRIPTION OF PREMISES

PARENT PARCEL

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 808.05 FEET FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 32 MINUTES EAST ALONG THE EAST LINE OF TRACT "D", M. A. MATOUSEK'S PLAT OF SURVEY FOR A DISTANCE OF 200.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 637.57 FEET TO A POINT IN THE WEST LINE OF TRACT 5, DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 11, WHICH IS 45.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY OF FEDERAL AID ROUTE 98; THENCE SOUTH 0 DEGREES 32 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT 5, FOR DISTANCE OF 756.7 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 290.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOW KNOWN AS:

LOT 1 IN GREAT DANE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 2011 AS DOCUMENT R2011-150249, BEING A RESUBDIVISION OF LOT 1 IN DARIEN PUBLIC WORKS SUBDIVISION, IN DUPAGE COUNTY, ILLINOIS

TENANT LEASE AREA FOR GENERATOR

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 44.61 feet along the south line of said Lot 1; thence North 00°30'36" West 59.94 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°29'24" West 10.00 feet; thence North 00°30'36" West 4.00 feet; thence North 89°29'24" East 10.00 feet; thence South 00°30'36" East 4.00 feet to the place of beginning of this description.

TENANT LEASE AREA

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION;

thence South 89°25'53" West 14.00 feet; thence North 00°34'07" West 33.83 feet; thence North 87°30'10" East 5.13 feet; thence North 88°28'17" East 8.88 feet; thence South 00°34'07" East 34.00 feet to the place of beginning of this description.

TENANT COAX EASEMENT

A 4.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet to the southeast corner of a 14.00 foot by 34.00 foot lessee lease area; thence continuing North 00°34'07" West 5.03 TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 86°25'45" East 6.35 feet for the place of ending of this centerline description. The sidelines to be lengthened and/or shortened to terminate at right angles.

TENANT UTILITY EASEMENT

A 10.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 41.61 feet along the south line of said Lot 1; thence North 00°30'36" West 61.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°28'17" West 15.91 feet; thence South 87°30'10" West 10.22 feet; thence South 00°34'07" East 38.96 feet; thence South 88°33'29" West 158.47 feet thence North 01°26'31" West 85.07 feet to the south face of an existing building for the place of ending of this centerline description.

SURVEYOR'S NOTE
 THE HIGHEST POINT ADJACENT TO THE PROPERTY IS THE ELEVATION FROM MEAN SEA LEVEL AND IS APPROXIMATELY 100.00 FEET. THE PROPERTY IS LOCATED AT THE INTERSECTION OF S. FRONTAGE ROAD AND S. FRONTAGE DRIVE. THE PROPERTY IS LOCATED AT THE INTERSECTION OF S. FRONTAGE ROAD AND S. FRONTAGE DRIVE. THE PROPERTY IS LOCATED AT THE INTERSECTION OF S. FRONTAGE ROAD AND S. FRONTAGE DRIVE.

ELEVATION DATUM
 ALL ELEVATIONS ARE BASED ON F.A.M.S. DATUM. CONTROLS ARE ESTABLISHED AT THE INTERSECTION OF S. FRONTAGE ROAD AND S. FRONTAGE DRIVE. THE PROPERTY IS LOCATED AT THE INTERSECTION OF S. FRONTAGE ROAD AND S. FRONTAGE DRIVE.

FLOOD PLAIN INFORMATION
 THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN. THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN. THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN. THE PROPERTY IS NOT LOCATED IN A FLOOD PLAIN.

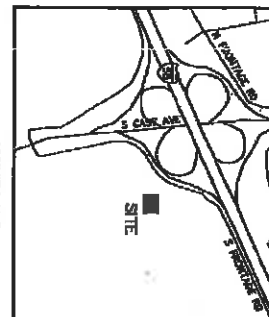
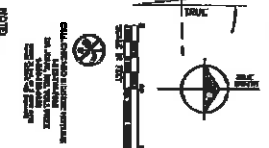
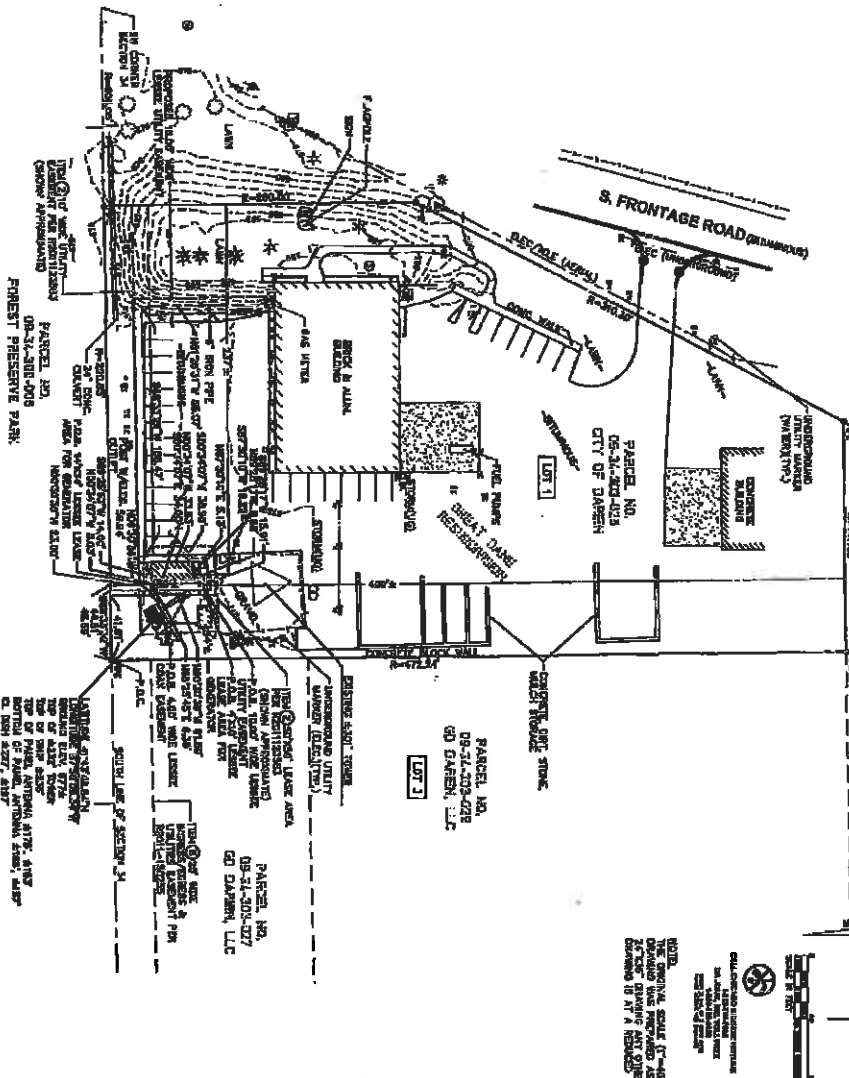
ZONING DATA
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PROPRIETOR
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EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
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LEGAL DESCRIPTION
 THE PROPERTY IS DESCRIBED AS A CERTAIN PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28N, RANGE 14E, COUNTY OF DAREN, NORTH CAROLINA. THE PROPERTY IS DESCRIBED AS A CERTAIN PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 28N, RANGE 14E, COUNTY OF DAREN, NORTH CAROLINA.

DAREN DPW WT
LOC. #126659
 PARCEL NO. 08-31-001-005
 DAREN, LLC



NOTICE
 THIS PLAN IS A PRELIMINARY PLAN. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PROPERTY IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS. THE PROPERTY IS SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS.

LEGEND
 A - 1/2\"/>

Symbol	Description
1	1/2\"/>

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CHICAGO SMS
 limited partn
 dba VERCON 14

DAREN I WT
 LOC. #12
 Survey Report No. 126659

williams&williams
 Surveyors & Engineers, Inc.
 4400 Ruffalo Drive, Raleigh, NC 27604

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMIT	08/14/2018
2	REVISED PERMIT	08/14/2018
3	REVISED PERMIT	08/14/2018

DATE: 07/14/18
SCALE: 1"=40'
LOCALITY: ASSOCIATION #2-0
PROJECT: LOC. #126659

DAREN DPW WT

LOCATION RELEASED

LOC. #126659

SITE ADDRESS

1041 S. FRONTAGE DRIVE
DAREN, NC 28520

SHEET TITLE

PS-

SHEET 1 OF 2

DIRVEYOR'S NOTE
 1. EXISTING PATENT, SUBJECT OF THIS DRAWING IS
 APPLICABLE FROM FEDERAL GOVERNMENT AND IS APPLICABLE
 TO ALL RIGHTS RESERVED IN THIS DRAWING.
 2. THIS DRAWING IS FOR INFORMATION PURPOSES ONLY
 AND IS NOT TO BE USED AS CONTRACT DOCUMENTS.

LEVELATION DATA

LEVELATIONS ARE BASED ON NAVD 83 DATUM
 AND ARE FOR INFORMATION PURPOSES ONLY.
 PLEASE CONTACT THE ENGINEER FOR FURTHER
 INFORMATION.

GOOD PLAIN INFORMATION

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY
 AND IS NOT TO BE USED AS CONTRACT DOCUMENTS.
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NOTING DATA

NOTING DATA IS FOR INFORMATION PURPOSES ONLY
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ANALYSIS OF BEARINGS

BEARINGS ARE BASED ON THE ASSUMPTION THAT THE
 TOTAL BEARING ERROR IS WITHIN THE PERMITTED
 BEARING ERROR. BEARINGS ARE FOR INFORMATION
 PURPOSES ONLY AND ARE NOT TO BE USED AS
 CONTRACT DOCUMENTS.

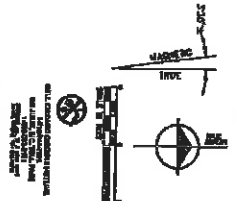
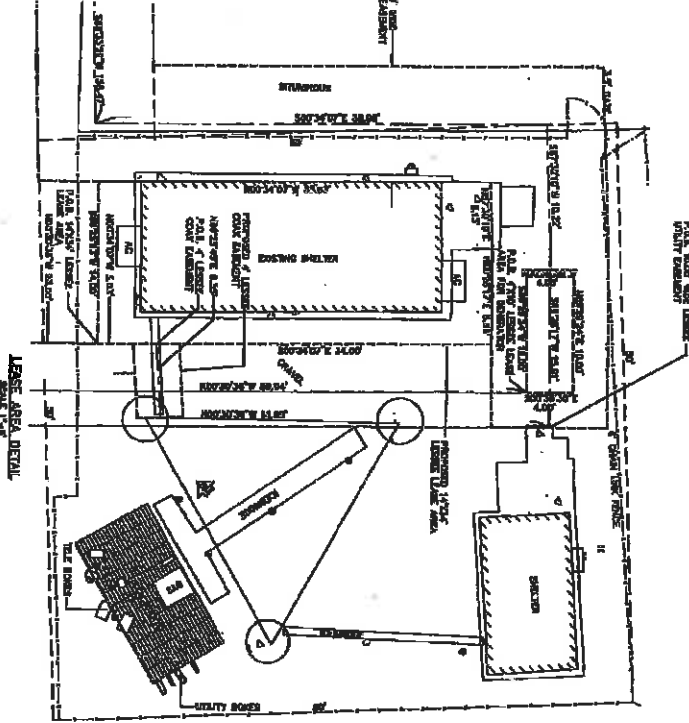
TOPOLOGY

**ASSUMPTIONS, COVENANTS, CONDITIONS,
 AND RESTRICTIONS**

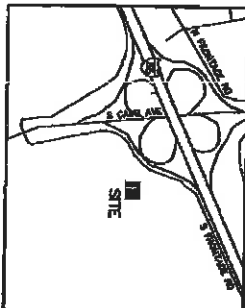
THE ENGINEER HAS CONDUCTED VISUAL AND AERIAL
 SURVEYS AND HAS FOUND NO EVIDENCE OF
 UNRECORDED ENCUMBRANCES OR OTHER
 INTERFERENCES WITH THE PROJECT. THE
 ENGINEER HAS MADE NO ASSURANCE OF THE
 ACCURACY OF THE DATA OR THE
 ADEQUACY OF THE INFORMATION FOR
 ANY PARTICULAR PURPOSE.

THIS DRAWING IS FOR INFORMATION PURPOSES ONLY
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**DARIEN DPW WT
 LOC. #126859**



THE SITE IS LOCATED AT THE INTERSECTION OF I-55 AND I-54. THE SITE IS SURVEYED AND SHOWN AS AT A REFERENCE POINT.



GAL. DESCRIPTION
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1 - BUILDING FOOTPRINT	10 - EXISTING DRIVE
2 - EXISTING DRIVE	11 - EXISTING SIDEWALK
3 - EXISTING SIDEWALK	12 - EXISTING UTILITY LINE
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5 - EXISTING WALKWAY	14 - EXISTING BIKEWAY
6 - EXISTING BIKEWAY	15 - EXISTING FENCE
7 - EXISTING FENCE	16 - EXISTING SIGN
8 - EXISTING SIGN	17 - EXISTING LIGHT FIXTURE
9 - EXISTING LIGHT FIXTURE	18 - EXISTING LANDSCAPE
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98 - EXISTING NAIL	99 - EXISTING SCREW
99 - EXISTING SCREW	100 - EXISTING BOLT

CHICAGO SIMSA
DARIEN DPW WT
 LOC. #126859
 limited partnership
 d/b/a VERDON WIRELESS

TERRA
 CIVIL ENGINEERING
 1001 S. FRONTAGE RD
 DARIEN, IL 60558

williams&works
 ENGINEERING ARCHITECTURE
 1001 S. FRONTAGE RD
 DARIEN, IL 60558

DARIEN DPW WT
 PROJECT NUMBER
 1001 S. FRONTAGE RD
 DARIEN, IL 60558

PS-2
 SHEET 1 OF 1

LEGEND
 1 - BUILDING FOOTPRINT
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 100 - EXISTING DOOR

DATE 07/18/14
SCALE 1"=40'
PROJECT NUMBER 1001 S. FRONTAGE RD
DARIEN, IL 60558

DARIEN DPW WT
PROJECT NUMBER
 1001 S. FRONTAGE RD
 DARIEN, IL 60558

PS-2
 SHEET 1 OF 1

DRAFTED BY
AND RETURN TO:
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3619
(Site Name: Darien DPW | 126658)
(Prepared by Rodney W. Carter Telephone No. (414) 978-5365)

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("Memorandum") is made as of this _____ day of _____, 2016, by and between CITY OF DARIEN (hereinafter referred to as "Landlord"), and CHICAGO SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless (herein after referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Structure Lease Agreement dated as of September 26, 2011 (the "Lease Agreement"); and

WHEREAS Landlord and Tenant have amended the Lease Agreement by that certain First Amendment to Structure Lease Agreement of even date herewith (the Lease Agreement and the First Amendment to Structure Lease Agreement, collectively, the "Agreement"), wherein and whereby Landlord demised and leased to Tenant, for a term as set forth in the Agreement, that certain real property located in the City of Darien, DuPage County, State of Illinois, more specifically described herein; and

WHEREAS, Landlord and Tenant previously caused to be recorded that certain Memorandum of Lease, recoded as Document No. R2011-123583 in the office of the Recorder for DuPage County, Illinois (the "Original Memorandum"), which references a recording date of October 17, 2011; and

WHEREAS, Landlord and Tenant wish to amend, restate and supersede the Original Memorandum in its entirety;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, Landlord and Tenant hereby acknowledge and agree as follows:

1. Term and Premises. Landlord owns certain Real Property, legally described in Exhibit A attached to and incorporated into this Memorandum (the "Property"). Under the Agreement and subject to its terms, Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property located in the County of DuPage, State of Illinois, legally described in Exhibit B attached to and incorporated into this Memorandum (the "Premises"), for a term commencing on January 1, 2012 and expiring on December 31, 2017 ("Initial Term"), which Initial Term is subject to extension by Tenant for four (4) consecutive periods of five (5) years each (collectively, the "Extension Term"), all on the terms and provisions of the Agreement. The Initial Term and the Extension Term are referred to collectively as the "Term". Tenant has leased the Premises to construct thereon a fully completed and operational

communications facility and appropriate related improvements and systems on the Premises (collectively, the "Communications Facility"). Completion of the Communications Facility has occurred as of the date of this Memorandum.

2. Definitions. Except as otherwise expressly provided in this Memorandum, any capitalized words shall have the meaning ascribed to them in the Agreement.

3. Easements. Landlord hereby grants to Tenant the non-exclusive easements over the Property, set forth below and in Exhibit B, upon the terms and conditions more particularly described in the Agreement. All of the easements set forth on Exhibit B shall automatically terminate and be of no further force or effect upon expiration of the Term or cancellation or termination of the Agreement.

a. Access Easement. A non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Property by Tenant, its contractors, subcontractors, guests and other invitees, as shown and described on Exhibit B.

b. Utility Easements. A non-exclusive easement for utility service lines under and across the Property as shown and described on Exhibit B.

4. Purpose of Memorandum of Ground Lease. This Memorandum is prepared for the purpose of recordation and to reflect the above-described covenants, and it in no way modifies, extends or expands the provisions of the Agreement. In the event of a conflict between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

5. Replacement & Termination of Original Memorandum. This Memorandum replaces the Original Memorandum in its entirety. The Original Memorandum, along with any utility and ingress/egress easements depicted or described in the Original Memorandum, are terminated and of no further force or effect by virtue of this Memorandum.

6. Agreement Controlling. This Memorandum is only a summary of certain of the terms and conditions contained in the Agreement, as the same may be further amended, and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Agreement, all of which are hereby incorporated herein by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Agreement shall, in all events, control the relationship between Landlord and Tenant with respect to the subject matter contained therein.

7. Purpose; No Modification. This Memorandum is solely for recording purposes and shall not be construed to alter, modify or supplement the Agreement of which this is a Memorandum.

8. Not a Conveyance. The Agreement is a lease of less than ninety-nine (99) years and not a conveyance.

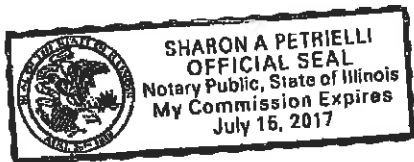
[SIGNATURES & EXHIBIT TO APPEAR ON FOLLOWING PAGES]

LESSEE:
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
By: Celico Partnership, Its General Partner

Larry Rick 8/2/16
By: Larry Rick
Its: Director Engineering-Network

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this 2nd day of August, 2016, the above named LARRY W. RICK ~~Jacque Vallier~~, the ~~Executive Director - Network~~, of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.



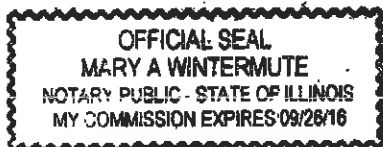
Sharon A. Petrielli
* SHARON A. PETRIELLI
Notary Public, State of Illinois
My commission (is)(expires) July 15, 2017

LESSOR:
CITY OF DARIEN

Byron Vana
By: Byron Vana
Its: City Administrator

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

Personally came before me this 25 day of May, 2016, the above named Byron D. Vana, the City Administrator of City of Darien, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.



Mary Wintermute
* Mary Wintermute
Notary Public, State of IL
My commission (is)(expires) 9-28-16

This Document was drafted by:

Rodney W. Carter, Esq.
WHYTE HIRSCHBOECK DUDEK S.C.
555 EAST WELLS STREET, SUITE 1900
MILWAUKEE, WISCONSIN 53202-3819
(414) 978-5365

EXHIBIT A

Description of the Real Property

PARENT PARCEL

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 808.05 FEET FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 32 MINUTES EAST ALONG THE EAST LINE OF TRACT "D", M. A. MATOUSEK'S PLAT OF SURVEY FOR A DISTANCE OF 200.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 637.57 FEET TO A POINT IN THE WEST LINE OF TRACT 5, DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 11, WHICH IS 45.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY OF FEDERAL AID ROUTE 98; THENCE SOUTH 0 DEGREES 32 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT 5, FOR DISTANCE OF 756.7 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 290.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOW KNOWN AS:

LOT 1 IN GREAT DANE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 2011 AS DOCUMENT R2011-150249, BEING A RESUBDIVISION OF LOT 1 IN DARIEN PUBLIC WORKS SUBDIVISION, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT B

Descriptions of Premises & Easements

TENANT LEASE AREA FOR GENERATOR:

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 44.61 feet along the south line of said Lot 1; thence North 00°30'36" West 59.94 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°29'24" West 10.00 feet; thence North 00°30'36" West 4.00 feet; thence North 89°29'24" East 10.00 feet; thence South 00°30'36" East 4.00 feet to the place of beginning of this description.

TENANT LEASE AREA:

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°25'53" West 14.00 feet; thence North 00°34'07" West 33.83 feet; thence North 87°30'10" East 5.13 feet; thence North 88°28'17" East 8.88 feet; thence South 00°34'07" East 34.00 feet to the place of beginning of this description.

TENANT COAX EASEMENT:

A 4.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet to the southeast corner of a 14.00 foot by 34.00 foot lessee lease area; thence continuing North 00°34'07" West 5.03 TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 86°25'45" East 6.35 feet for the place of ending of this centerline description. The sidelines to be lengthened and/or shortened to terminate at right angles.

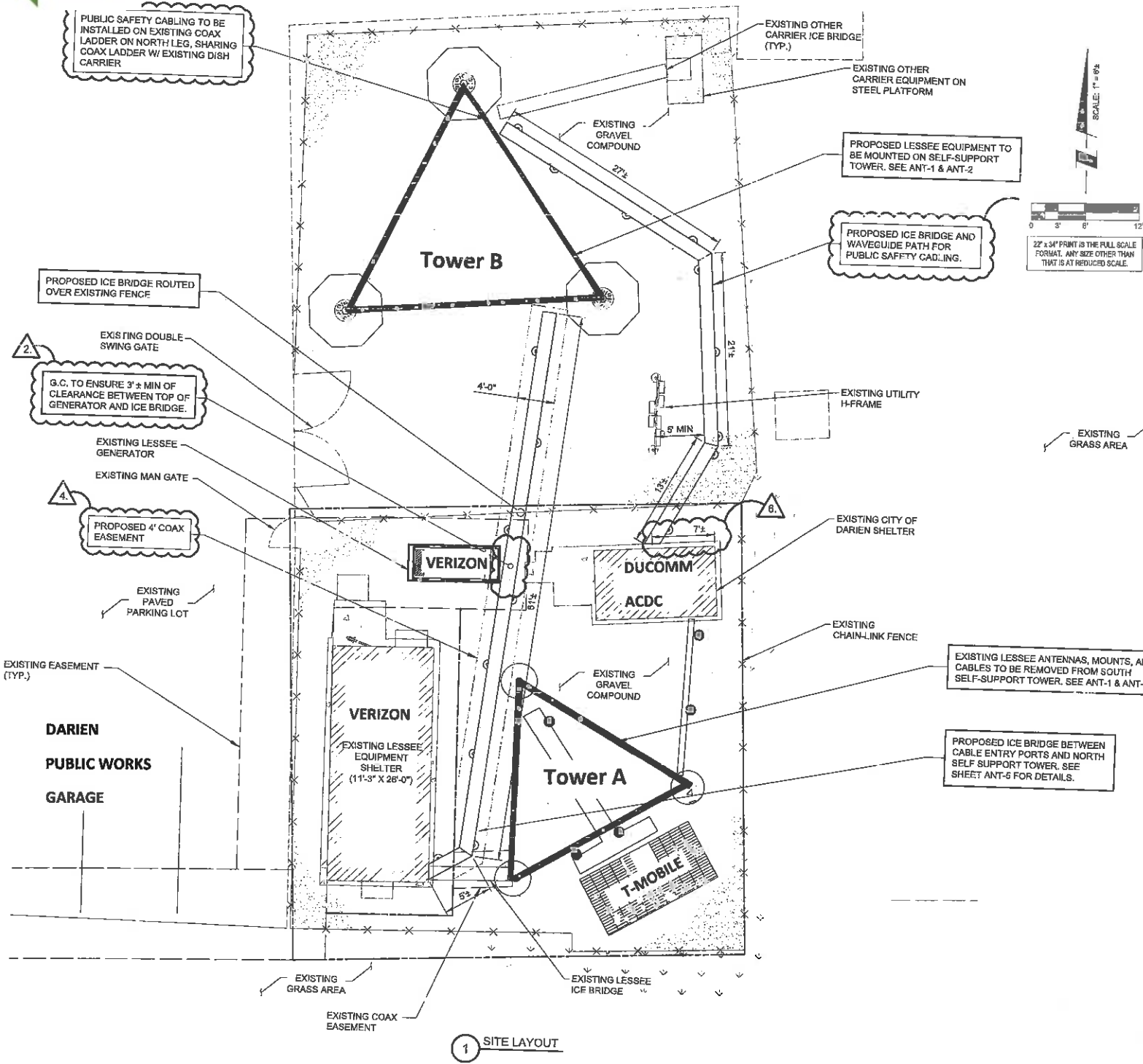
TENANT UTILITY EASEMENT:

A 10.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 41.61 feet along the south line of said Lot 1; thence North 00°30'36" West 61.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°28'17" West 15.91 feet; thence South 87°30'10" West 10.22 feet; thence South 00°34'07" East 38.96 feet; thence South 88°33'29" West 158.47 feet thence North 01°26'31" West 85.07 feet to the south face of an existing building for the place of ending of this centerline description.



11/18/2018 23:19

MEMO



PUBLIC SAFETY CABLING TO BE INSTALLED ON EXISTING COAX LADDER ON NORTH LEG, SHARING COAX LADDER W/ EXISTING DISH CARRIER

EXISTING OTHER CARRIER ICE BRIDGE (TYP.)

EXISTING OTHER CARRIER EQUIPMENT ON STEEL PLATFORM

PROPOSED LESSEE EQUIPMENT TO BE MOUNTED ON SELF-SUPPORT TOWER. SEE ANT-1 & ANT-2

PROPOSED ICE BRIDGE AND WAVEGUIDE PATH FOR PUBLIC SAFETY CABLING.

22' x 34' PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS AT REDUCED SCALE.

PROPOSED ICE BRIDGE ROUTED OVER EXISTING FENCE

EXISTING DOUBLE SWING GATE

G.C. TO ENSURE 3' ± MIN OF CLEARANCE BETWEEN TOP OF GENERATOR AND ICE BRIDGE.

EXISTING LESSEE GENERATOR

EXISTING MAN GATE

PROPOSED 4' COAX EASEMENT

EXISTING PAVED PARKING LOT

EXISTING EASEMENT (TYP.)

DARIEN PUBLIC WORKS GARAGE

VERIZON

DUCOMM ACDC

EXISTING CITY OF DARIEN SHELTER

EXISTING CHAIN-LINK FENCE

EXISTING LESSEE ANTENNAS, MOUNTS, AND CABLES TO BE REMOVED FROM SOUTH SELF-SUPPORT TOWER. SEE ANT-1 & ANT-2

VERIZON

EXISTING LESSEE EQUIPMENT SHELTER (11'-3" X 28'-0")

Tower A

PROPOSED ICE BRIDGE BETWEEN CABLE ENTRY PORTS AND NORTH SELF-SUPPORT TOWER. SEE SHEET ANT-6 FOR DETAILS.

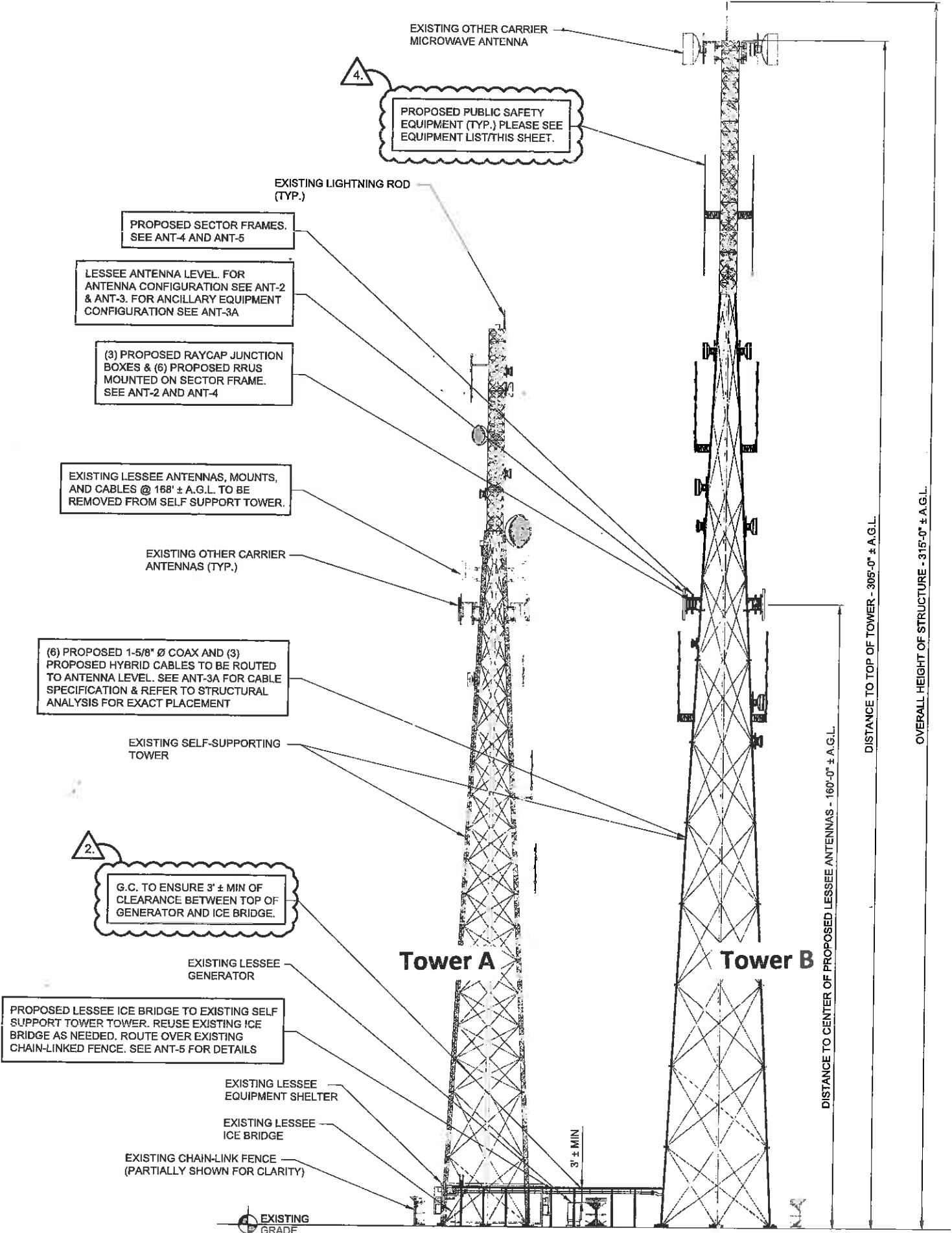
T-MOBILE

EXISTING GRASS AREA

EXISTING LESSEE ICE BRIDGE

EXISTING COAX EASEMENT

1 SITE LAYOUT



1 EAST ELEVATION
SCALE: 1/16" = 1'-0" ±



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE SECOND AMENDMENT TO THE STRUCTURE LEASE AGREEMENT WITH VERIZON WIRELESS APPROVED BY RESOLUTION R-59-11 WITH FIRST AMENDMENT EXECUTED AUGUST 2, 2016 TO ALLOW VERIZON WIRELESS TO LOCATE TELECOMMUNICATIONS EQUIPMENT ON THE DARIEN CELL TOWERS LOCATED AT 1041 S. FRONTAGE ROAD

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to execute the Second Amendment to Structure Lease Agreement with Verizon Wireless approved by Resolution R-59-11 with a First Amendment executed August 2, 2016 to allow Verizon Wireless to locate telecommunications equipment on the Darien cell towers located at 1041 S. Frontage Road, attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 17th day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Site Name: Darien DPW
Location: 126659
Attorney/Date: HB/08.22.18

SECOND AMENDMENT TO STRUCTURE LEASE AGREEMENT

This Second Amendment to Structure Lease Agreement (“**Second Amendment**”) is made as of the date of the last party to sign below, by and between the City of Darien, with a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as “**Landlord**”), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), (hereinafter referred to as “**Tenant**”). The Landlord and Tenant are at times collectively referred to hereinafter as the “**Parties**”.

WHEREAS, the Parties entered into that certain Structure Lease Agreement (the “**Agreement**”) dated September 26, 2011, as amended by that certain First Amendment to Structure Lease Agreement (the “**First Amendment**”) dated August 2, 2016 (the Agreement and First Amendment, collectively the “**Lease**”) that provides for the operation of communications equipment on Landlord’s tower (“**Existing Tower**”) and other equipment on a portion of the real property owned by Landlord in the City of Darien as described in Exhibit 1 to the Agreement (“**Property**”), with certain non-exclusive easement rights of access for utility lines and cables and vehicular ingress and egress across and over the Property (collectively the “**Premises**”); and

WHEREAS, Tenant has agreed to remove its equipment from the Existing Tower and install its equipment on a newer three hundred five foot (305’) self-support tower (“**New Tower**”) in an alternate location on the Property for the benefit of Landlord;

WHEREAS, the Parties desire to amend the Extension Terms provided in the Lease; and

WHEREAS, the Parties wish to amend the Lease to address the above items and to reach new agreements regarding the same;

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to the following:

1. The recitals above are true and correct and are incorporated herein.
2. Leased Premises. Landlord leases to Tenant install its radio communications equipment, antennas and appurtenances on a portion of that certain space on the New Tower in the locations depicted in the construction drawings attached as Exhibit 2-2 (“**Tower Space**”). Aside from the Tower Space in Exhibit 2-2, this Second Amendment does not change the Premises.
3. Equipment Installation. Landlord grants permission to Tenant to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit 3 (the “**New Tower Space Equipment**”). All references to Exhibit 2-1 in the Lease are deleted and replaced with references to Exhibit 2-2.
4. Relocation from Old Tower to New Tower. Tenant shall be responsible for all Tenant’s costs associated with moving from the Old Tower to the New Tower. It is understood that Tenant

has submitted the proposal for the Tower Space and New Tower Space Equipment to Landlord, and Landlord has approved said items. Provided that Tenant has received all necessary permits and approvals from appropriate governing bodies, Tenant may immediately commence the installation of the New Tower Space Equipment.

5. Rent. Paragraph 4 of the Agreement and Paragraph 2 of the Amendment are hereby amended to add the following as subparagraph 4(e) to the Agreement:

(e) Tenant shall have a designated period of time ("**Installation Period**") to complete installation of the New Tower Equipment on the New Tower. The Installation Period shall commence upon the date Landlord supplies Tenant a building permit for Tenant's installation on the New Tower (the "**Permit Date**"). The Installation Period shall commence on the Permit Date and continue for sixty (60) days, except as may be adjusted by the Landlord, in the Landlord's sole discretion, to allow for extenuating conditions. Commencing sixty (60) days following the Permit Date, Rent payable under Paragraph 4(a) of the Agreement shall escalate, and Tenant will thereafter pay the Landlord a monthly rental payment of four thousand and 00/100 dollars (\$4,000.00) ("**Rent**"), at the address set forth above (the "**Escalated Rent**"). If the sixty (60) days following the Permit Date occurs on or between the first (1st) and fifteenth (15th) date of the month, the Escalated Rent shall be due on the first (1st) day of that month. If the sixty (60) days following the Permit Date falls on or between the sixteenth (16th) and the last day of the month, the Escalated Rent shall be due on the first (1st) day of the following month. Rent, including any and all rent increases, will be escalated in accordance with the Agreement. Specifically, commencing with the beginning of the Second Extension Term in September, 2022, Rent will increase from \$4,000.00 per month to \$4,600.00. Rent will increase by an additional 15% at the beginning of each additional Extension Term

6. The Parties agree to execute a Memorandum of this Second Amendment which shall amend and restate any previous memorandum(s) of Lease.
7. Except as amended herein, all terms, conditions, provisions, covenants, and agreements in the Agreement are ratified and confirmed in their entirety. If any inconsistencies occur between the Lease and this Second Amendment, the terms of this Second Amendment shall take precedence. The terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.
8. All capitalized terms used but not defined in this Second Amendment shall have the meaning, if any, set forth elsewhere in the Agreement.
9. The Agreement may be further amended or modified only by a written agreement signed by both Parties.
10. This Second Amendment shall bind and inure to the benefit of the successors and assigns of the Parties except to the extent any assignment or other transfer may be prohibited, limited or conditioned pursuant to any other term or condition contained in the Agreement.
11. This Second Amendment may be executed in one or more counterparts, all of which counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be effective as of the last date written below.

LANDLORD:

TENANT:

CITY OF DARIEN

CHICAGO SMSA LIMITED
PARTNERSHIP d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____ By: _____
Name: Bryon D. Vana Name: _____
Title: City Administrator Title: _____
Date: _____ Date: _____

[Exhibit 2-2 Follows]

EXHIBIT 2-2

DESCRIPTION OF PREMISES

Tenant Lease Area

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°25'53" West 14.00 feet; thence North 00°34'07" West 33.83 feet; thence North 87°30'10" East 5.13 feet; thence North 88°28'17" East 8.88 feet; thence South 00°34'07" East 34.00 feet to the place of beginning of this description.

Tenant Lease Area for Generator

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 44.61 feet along the south line of said Lot 1; thence North 00°30'36" West 59.94 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°29'24" West 10.00 feet; thence North 00°30'36" West 4.00 feet; thence North 89°29'24" East 10.00 feet; thence South 00°30'36" East 4.00 feet to the place of beginning of this description.

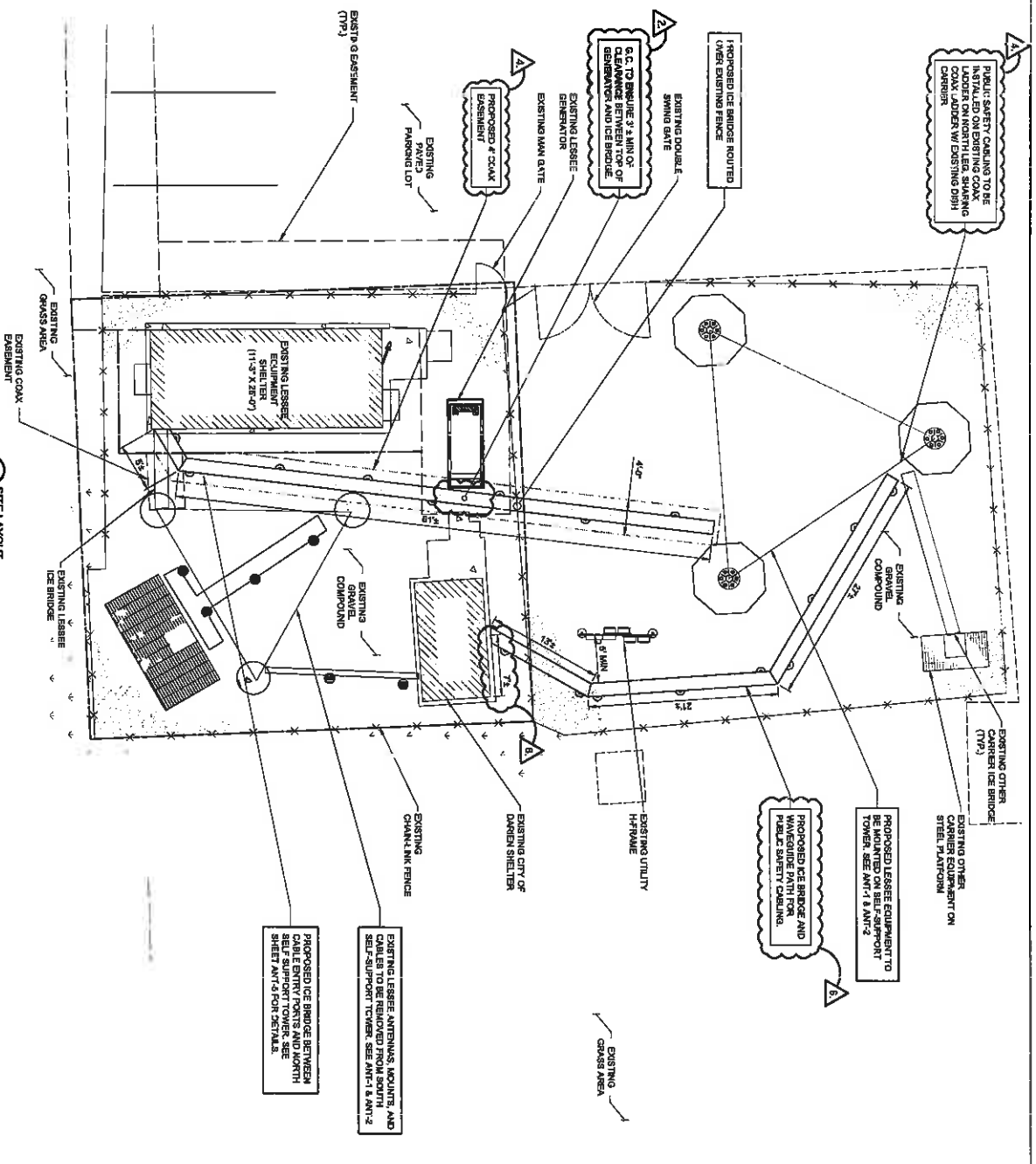
Proposed 10.00' wide Lessee Utility Easement

A 10.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 41.61 feet along the south line of said Lot 1; thence North 00°30'36" West 61.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°28'17" West 15.91 feet; thence South 87°30'10" West 10.22 feet; thence South 00°34'07" East 38.96 feet; thence South 88°33'29" West 158.47 feet thence North 01°26'31" West 85.07 feet to the south face of an existing building for the place of ending of this centerline description.

Tenant Coax Cable Easement

A 4.00 foot wide coax cable easement in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet to the southeast corner of a 14.00 foot by 34.00 foot lessee lease area; thence North 00°34'07" West 4.07 along the easterly line of said lessee lease area TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 00°34'07" West 8.90 feet along said easterly line; thence North 06°37'11" East 55.32 feet; thence South 83°22'49" East 4.00 feet; thence South 06°37'11" West 61.97 feet; thence South 59°34'31" West 3.62 feet to the place of beginning of this description.

THIS SITE PLAN WAS CREATED OFF OF FIELD MEASUREMENTS BY THE DESIGNER. ALL DIMENSIONS AND DISTANCES LISTED ARE FOR PURPOSES OF SITE LAYOUT.



1 SITE LAYOUT



27' x 34' PRINT IS THE FULL SCALE. DIMENSIONS IN REDUCED SCALE.

NO.	DESCRIPTION	DATE	BY
0	ISSUED FOR REVIEW	10/27/18	LRB
1.	DRAWN FOR FINAL	02/21/17	AU
2.	REMOVED ICE BRIDGE ROUTE	07/17/17	AU
3.	ADDITION OF REAR EDGE	05/19/17	AU
4.	ADDITION OF CITY EQUIPMENT	07/18/18	AU
5.	REVISED PER NEW ECR BY DAUN, SANDY JACKSON	08/29/18	AU
6.	REVISED PER ADDITIONAL CITY COMMENTS	09/10/18	THRTVU

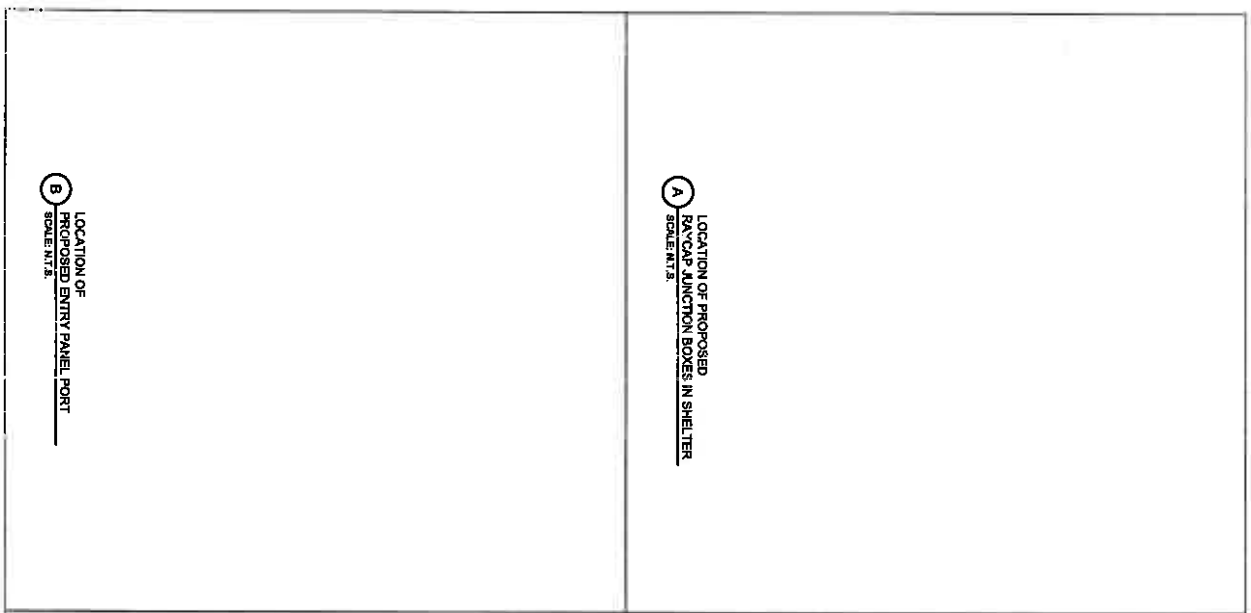
LOC. # 126659
 DARIEN DPW
 1041 S FRONTAGE RD
 DARIEN, IL 60521

PROJECT # 65-648

DRAWN BY:	AU
CHECKED BY:	DS
DATE:	08/22/18
PROJECT #:	65-648

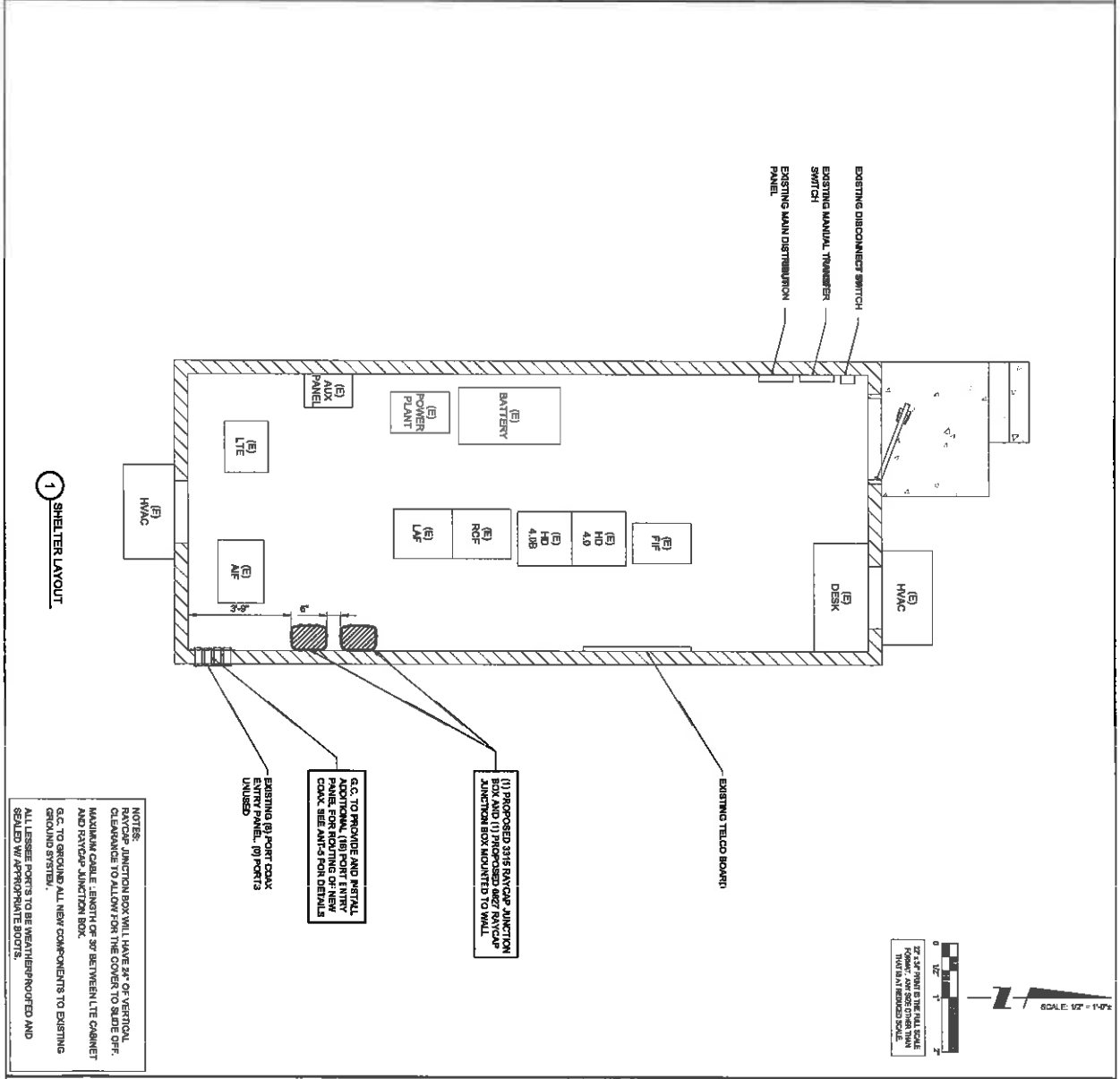
C-1

SHEET NUMBER

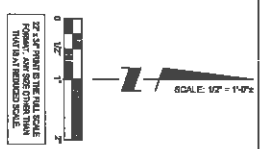


A LOCATION OF PROPOSED RAVCAP JUNCTION BOXES IN SHELTER
SCALE: N.T.S.

B LOCATION OF PROPOSED ENTRY PANEL PORT
SCALE: N.T.S.



1 SHELTER LAYOUT



NOTES:
 RAVCAP JUNCTION BOX WILL HAVE 24\"/>

(1) PROPOSED 24\"/>

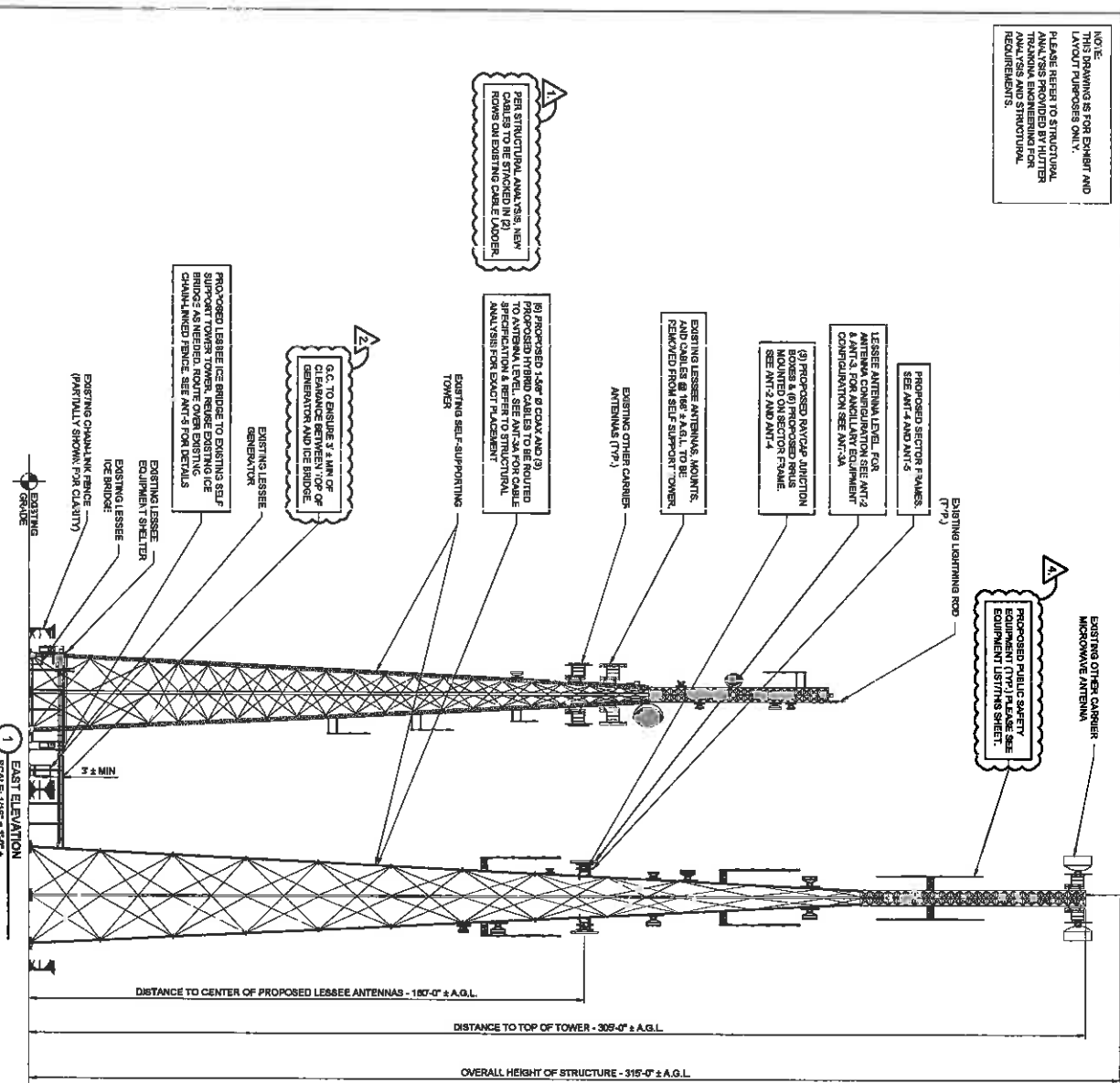
(2) PROPOSED 0627 RAVCAP JUNCTION BOX MOUNTED TO WALL

(3) TO PROVIDE AND MOUNT ADDITIONAL (18) PORT ENTRY PANEL FOR ROUTING OF NEW COAX WIRE MAINS FOR DENIAL

(4) PORT COAX ENTRY PANEL, (5) PORTS UNUSED

<p>CHICAGO SMSA <i>limited partnership</i> d/b/a VERIZON WIRELESS</p>																																	
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR REVIEW</td> <td>10/27/18</td> <td>LRB</td> </tr> <tr> <td>2</td> <td>ISSUED FOR FINAL</td> <td>02/14/17</td> <td>AU</td> </tr> <tr> <td>3</td> <td>REVISED ICE BRIDGE ROUTE</td> <td>07/14/17</td> <td>AU</td> </tr> <tr> <td>4</td> <td>ADDITION OF REASED EDR</td> <td>02/15/17</td> <td>AU</td> </tr> <tr> <td>5</td> <td>ADDITION OF CITY EQUIPMENT</td> <td>07/15/18</td> <td>AU</td> </tr> <tr> <td>6</td> <td>REVISED PER NISV FOR W DUAL BAND BACKLOG</td> <td>06/28/18</td> <td>AU</td> </tr> <tr> <td>7</td> <td>REVISED PER ADDITIONAL CITY COMMENTS</td> <td>09/12/18</td> <td>THRTU</td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	BY	1	ISSUED FOR REVIEW	10/27/18	LRB	2	ISSUED FOR FINAL	02/14/17	AU	3	REVISED ICE BRIDGE ROUTE	07/14/17	AU	4	ADDITION OF REASED EDR	02/15/17	AU	5	ADDITION OF CITY EQUIPMENT	07/15/18	AU	6	REVISED PER NISV FOR W DUAL BAND BACKLOG	06/28/18	AU	7	REVISED PER ADDITIONAL CITY COMMENTS	09/12/18	THRTU	<p>LOC. # 126659</p> <p>DARIEN DPW</p> <p>1041 S FRONTAGE RD DARIEN, IL 60521</p> <p>DESIGNER: AU</p> <p>CHECKED BY: DS</p> <p>DATE: 08/27/18</p> <p>PROJECT #: 00-048</p>
NO.	DESCRIPTION	DATE	BY																														
1	ISSUED FOR REVIEW	10/27/18	LRB																														
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7	REVISED PER ADDITIONAL CITY COMMENTS	09/12/18	THRTU																														
<p>SHEET TITLE SHELTER LAYOUT</p> <p>SHEET NUMBER A-1</p>	<p>SCALE: 1/2" = 1'-0"</p>																																

NOTE: THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. PLEASE REFER TO STRUCTURAL ANALYSIS AND STRUCTURAL REQUIREMENTS FOR ADDITIONAL INFORMATION. CHICAGO SMSA ENGINEERING FOR ANALYSIS AND STRUCTURAL REQUIREMENTS.



DISH #/FR.	DISH MODEL #	QTY.	EQUIPMENT OWNER	CENTER LINE	CABLE MODEL	CABLE QTY.
SINGULAR	SC200F-LDROD21W	1	DUOCOMM	267'	1-1/4" Ø	2
SINGULAR	SC200HTLD70M-JF	1	ADDC	269'	1-1/4" Ø	2
DECIBEL	DB224X	1	ADDC	267'	7/8" Ø	1
COMMSCOPE	VALP4-11W-SWHA	1	SEPCERN	225'	LWR 6000	1
COMMSCOPE	VALP4-11W-SWHA (FUTURE)	1	FUTURE	225'	LWR 6000	1
DECIBEL	DB224X (FUTURE)	2	FUTURE	267'	7/8" Ø	2
DECIBEL	DB224X	1	ADDC	207'	7/8" Ø	1
COMMSCOPE	VALP4-11W-SWHA	1	ADDC	197'	LWR 8000	1
COMMSCOPE	VALP5-11W-SWHA	1	ADDC	187'	LWR 8000	1
COMMSCOPE	VALP4-11W-SWHA (FUTURE)	1	FUTURE	187'	LWR 6000	1
COMMSCOPE	VALP2-18-SWMC	1	ADDC	157'	LWR 8000	1
DECIBEL	DB224X	3	ADDC	137'	7/8" Ø	3
COMMSCOPE	VALP4-11W-SWHA	1	SEPCERN	135'	LWR 6000	1
COMMSCOPE	VALP5-11W-SWHA	1	DUOCOMM	125'	LWR 8000	1

PER STRUCTURAL ANALYSIS, NEW CABLES TO BE STOKED IN 21 ROWS ON EXISTING CABLE LADDER.

PROPOSED 148' @ COAX AND (3) PROPOSED HYBRID CABLES TO BE ROUTED FROM EXISTING SELF-SUPPORTING TOWER ANALYSIS AND REFER TO STRUCTURAL ANALYSIS FOR EXACT PLACEMENT.

EXISTING LESSEE ICE BRIDGE TO EXISTING SELF-SUPPORTING TOWER AS NEEDED. ROUTE OVER EXISTING CHAIN-LINKED FENCE. SEE ANT-5 FOR DETAILS.

G.C. TO ENSURE 3' ± MIN. OF CLEARANCE BETWEEN 10' OF GENERATOR AND ICE BRIDGE.

EXISTING LESSEE GENERATOR

EXISTING LESSEE ICE BRIDGE

EXISTING LESSEE CHAIN-LINK FENCE (PARTIALLY SHOWN FOR CLARITY)

EXISTING LESSEE EQUIPMENT SHELTER

EXISTING LESSEE ICE BRIDGE

EXISTING CHAIN-LINK FENCE (PARTIALLY SHOWN FOR CLARITY)

EXISTING GRADE

DISTANCE TO CENTER OF PROPOSED LESSEE ANTENNAS - 187'-0" ± A.G.L.

DISTANCE TO TOP OF TOWER - 305'-0" ± A.G.L.

OVERALL HEIGHT OF STRUCTURE - 315'-0" ± A.G.L.

1 EAST ELEVATION

SCALE: 1/8" = 1'-0" ±

CHICAGO SMSA
limited partnership
with VERIZON WIRELESS

ANT-1

SHEET NUMBER

SITE ELEVATION

1041 S FRONTAGE RD
DARIEN, IL 60521

DARIEN DPW

LOC. # 126659

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	10/22/18	LWB
2	ISSUED FOR FINAL	03/11/19	AU
3	REVISED ICE BRIDGE ROUTE	07/19/19	AU
4	ADDITION OF REBASED EOR	08/19/19	AU
5	ADDITION OF CITY EQUIPMENT	07/18/19	AU
6	REVISED FOR NEW COAXIAL BOND BRIDGE	08/09/19	AU
7	REVISED PER ADDITIONAL CITY COMMENTS	08/15/19	THW/FU

DRAWN BY: AU

CHECKED BY: DS

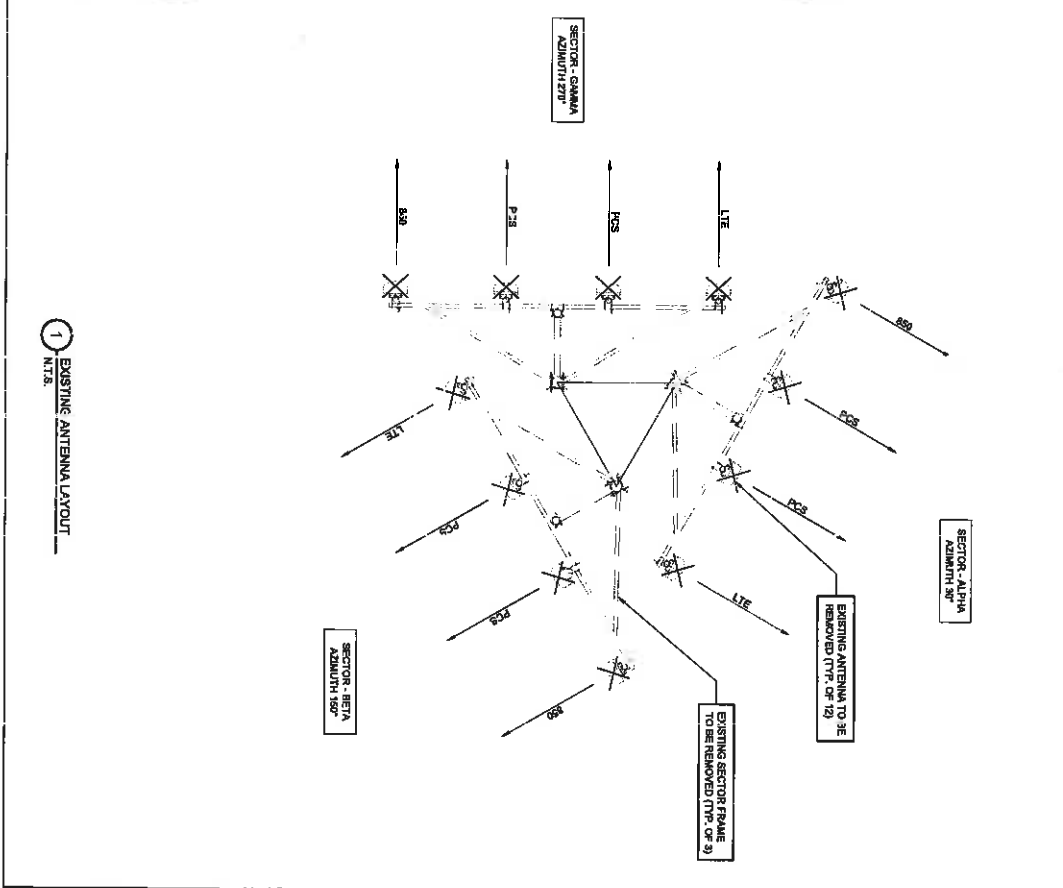
DATE: 08/27/18

PROJECT #: 68-346

SHEET TITLE: SITE ELEVATION

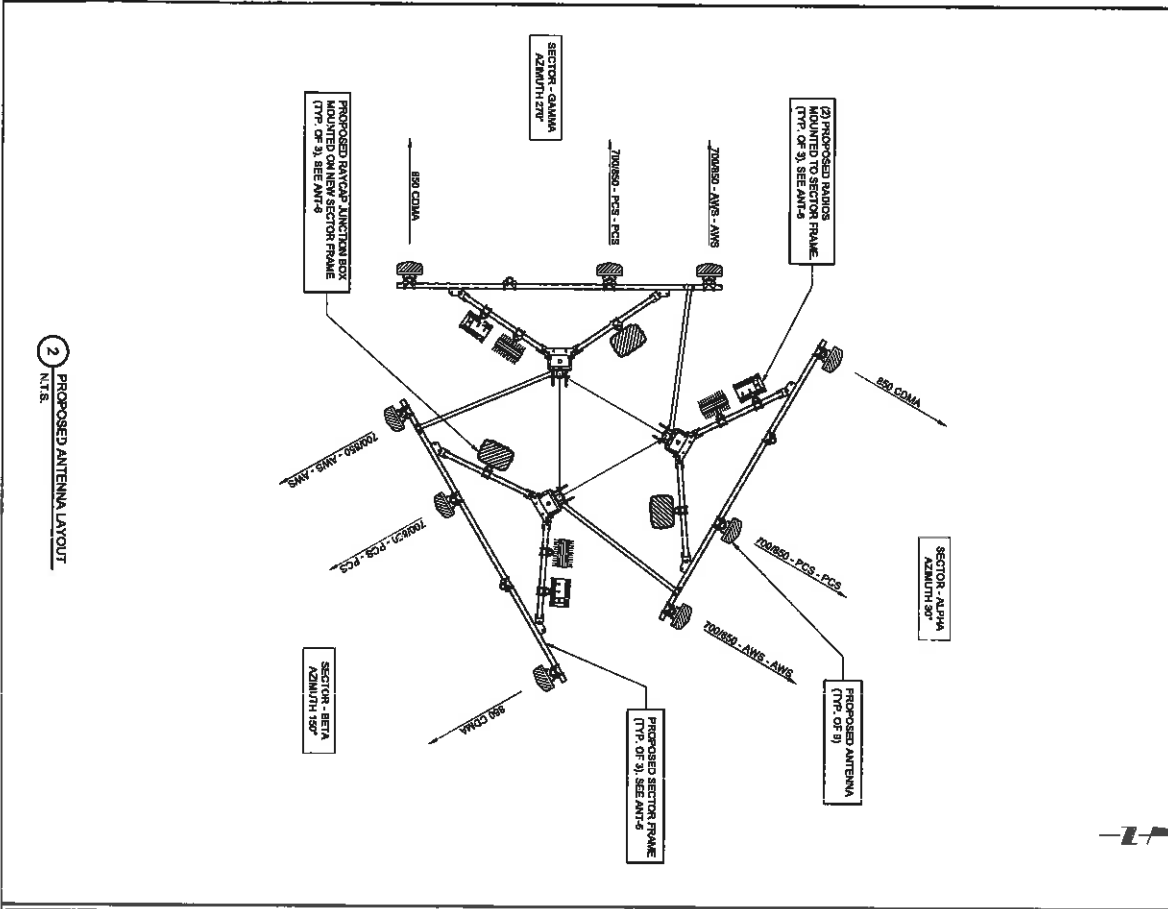
FULL SCALE PRINT IS ON 27x34" MEDIA
HALF SCALE PRINT IS ON 11x17" MEDIA

- NOTES:
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
 2. NO ANTENNA OR LINE WORK TO BEIGIN PRIOR TO COMPLETION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. P.C. TO VERIFY ANTENNA TECHNOLOGIES PRIOR TO GENERAL OF ANY ANTENNAS.
 4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RF CONFIGURATION.



1 EXISTING ANTENNA LAYOUT
N.T.S.

ALL TOWER AND DIRECTIONAL ELEMENTS ANTENNAS REFER TO REQUIREMENTS FOR ADDITIONAL REQUIREMENTS



2 PROPOSED ANTENNA LAYOUT
N.T.S.

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	10/22/10	LRB
1	ISSUED FOR FINAL	02/27/11	AU
2	REVISED ICE BRIDGE ROUTE	07/14/11	AU
3	ADDITION OF REBASE GCR	08/18/11	AU
4	ADDITION OF CITY EQUIPMENT	07/18/11	AU
5	REVISED PER NEW ICD W/ SIAL BAND RADIOS	06/02/11	AU
6	REVISED PER ADDITIONAL CITY COMMENTS	01/15/11	THW/11

LOC. # 126659
DARIEN DPW
1041 S FRONTAGE RD
DARIEN, IL 60521

DRAWN BY: AU
CHECKED BY: DS
DATE: 09/22/10
PROJECT #: 09-046

SHEET TITLE:
ANTENNA LAYOUT

SHEET NUMBER:
ANT-2

DRAFTED BY
AND RETURN TO:
Husch Blackwell LLP
555 East Wells Street, Suite 1900
Milwaukee, Wisconsin 53202-3819
(Site Name: Darien DPW Relo [126659])
(Prepared by Rodney W. Carter; telephone 414-978-5365)

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE ("**Memorandum**") is made as of this _____ day of _____, 2018, by and between **CITY OF DARIEN** (hereinafter referred to as "**Landlord**"), and **CHICAGO SMSA LIMITED PARTNERSHIP d/b/a Verizon Wireless** (herein after referred to as "**Tenant**"). The Landlord and Tenant are collectively referred to hereinafter as the "**Parties**".

WITNESSETH:

WHEREAS, the Parties entered into that certain Structure Lease Agreement dated as of September 26, 2011 and as amended by that certain First Amendment to Structure Lease Agreement dated August 2, 2016 (collectively, the "**Lease Agreement**"); and

WHEREAS, the Parties have amended the Lease Agreement by that certain Second Amendment to Structure Lease Agreement of even date herewith (the Lease Agreement and the Second Amendment to Structure Lease Agreement, collectively, the "**Agreement**"), wherein and whereby Landlord demised and leased to Tenant, for a term as set forth in the Agreement, that certain real property located in the City of Darien, DuPage County, State of Illinois, more specifically described herein; and

WHEREAS, the Parties previously caused to be recorded that certain Memorandum of Lease, recoded as Document No. R2011-123583 in the office of the Recorder for DuPage County, Illinois (the "**Original Memorandum**"), which references a recording date of October 17, 2011; and

WHEREAS, the Parties previously caused to be recorded that certain Memorandum of Lease, recoded as Document No. R2016-087553 in the office of the Recorder for DuPage County, Illinois (the "**Amended Memorandum #1**"), which references a recording date of August 8, 2016; and

WHEREAS, the Parties wish to amend, restate and supersede the Original Memorandum and Amended Memorandum #1 in their entirety;

NOW, THEREFORE, in consideration of the mutual covenants and promises in the Agreement, the Parties acknowledge and agree as follows:

1. **Term and Premises.** Landlord owns certain Real Property, legally described in Exhibit A attached to and incorporated into this Memorandum (the "**Property**"). Under the Agreement and subject to its terms, Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property and space on Landlord's tower located in the County of DuPage, State of Illinois (the "**Premises**"). The Premises

is legally described in Exhibit B, with the descriptions incorporated into this Memorandum, for a term commencing on January 1, 2012 and expiring on December 31, 2017 ("**Initial Term**"), which Initial Term is subject to extension by Tenant for four (4) consecutive periods of five (5) years each (collectively, the "**Extension Term**"), all on the terms and provisions of the Agreement. The Initial Term and the Extension Term are referred to collectively as the "**Term**". Tenant has leased the Premises to construct thereon a fully completed and operational communications facility and appropriate related improvements and systems on the Premises (collectively, the "**Communications Facility**").

2. **Definitions.** Except as otherwise expressly provided in this Memorandum, any capitalized words shall have the meaning ascribed to them in the Agreement.

3. **Easements.** Landlord hereby grants to Tenant the non-exclusive easements over the Property, set forth below and in Exhibit B, upon the terms and conditions more particularly described in the Agreement. The easements set forth on Exhibit B shall automatically terminate and be of no further force or effect upon expiration of the Term or cancellation or termination of the Agreement.

a. **Access Easement.** A non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Property by Tenant, its contractors, subcontractors, guests and other invitees, as shown and described on Exhibit B.

b. **Utility Easements.** A non-exclusive easement for utility service lines under and across the Property as shown and described on Exhibit B.

4. **Purpose of Memorandum of Ground Lease.** This Memorandum is prepared for recordation and to reflect the above-described covenants, and it in no way modifies, extends or expands the provisions of the Agreement. If a conflict arises between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

5. **Replacement & Termination of Original Memorandum and Amended Memorandum #1.** This Memorandum replaces the Original Memorandum and Amended Memorandum #1 in their entirety. The Original Memorandum and Amended Memorandum #1 with any utility and ingress/egress easements depicted or described in the Original Memorandum and Amended Memorandum #1, are terminated and of no further force or effect by this Memorandum.

6. **Agreement Controlling.** This Memorandum is only a summary of certain of the terms and conditions contained in the Agreement, as the same may be further amended, and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Agreement, which are hereby incorporated herein by this reference. It is understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Agreement shall, in all events, control the relationship between the Parties regarding the subject matter contained therein.

7. **Purpose; No Modification.** This Memorandum is solely for recording purposes and shall not be construed to alter, modify or supplement the Agreement of which this is a Memorandum.

8. **Not a Conveyance.** The Agreement is a lease of less than ninety-nine (99) years and not a conveyance.

[SIGNATURES & EXHIBIT TO APPEAR ON FOLLOWING PAGES]

LESSEE:
CHICAGO SMSA LIMITED PARTNERSHIP
d/b/a Verizon Wireless
By Cellico Partnership, Its General Partner

By: _____

Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Personally came before me this ____ day of _____, 2018, the above named _____, the _____, of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.

*
Notary Public, State of _____
My commission (is)(expires) _____

LESSOR:
CITY OF DARIEN

By: Bryon D. Vana
Its: City Administrator

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

Personally came before me this ____ day of _____, 2018, the above named Bryon D. Vana, the City Administrator of City of Darien, and acknowledged that he executed the foregoing instrument as such officer as the deed of such entity, by his authority.

*
Notary Public, State of _____
My commission (is)(expires) _____

EXHIBIT A

Description of the Real Property

PARENT PARCEL

PART OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID SECTION 808.05 FEET FOR A POINT OF BEGINNING; THENCE NORTH 0 DEGREES 32 MINUTES EAST ALONG THE EAST LINE OF TRACT "D", M. A. MATOUSEK'S PLAT OF SURVEY FOR A DISTANCE OF 200.0 FEET; THENCE NORTHEASTERLY FOR A DISTANCE OF 637.57 FEET TO A POINT IN THE WEST LINE OF TRACT 5, DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 11, WHICH IS 45.0 FEET SOUTH OF THE SOUTH RIGHT OF WAY OF FEDERAL AID ROUTE 98; THENCE SOUTH 0 DEGREES 32 MINUTES WEST ALONG THE WEST LINE OF SAID TRACT 5, FOR DISTANCE OF 756.7 FEET TO THE SOUTH LINE OF SAID SECTION 34; THENCE SOUTH 89 DEGREES 55 MINUTES WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 290.85 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

NOW KNOWN AS:

LOT 1 IN GREAT DANE RESUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 8, 2011 AS DOCUMENT R2011-150249, BEING A RESUBDIVISION OF LOT 1 IN DARIEN PUBLIC WORKS SUBDIVISION, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT B

Descriptions of Premises & Easements

TENANT LEASE AREA FOR GENERATOR:

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 44.61 feet along the south line of said Lot 1; thence North 00°30'36" West 59.94 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°29'24" West 10.00 feet; thence North 00°30'36" West 4.00 feet; thence North 89°29'24" East 10.00 feet; thence South 00°30'36" East 4.00 feet to the place of beginning of this description.

TENANT LEASE AREA:

All that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 89°25'53" West 14.00 feet; thence North 00°34'07" West 33.83 feet; thence North 87°30'10" East 5.13 feet; thence North 88°28'17" East 8.88 feet; thence South 00°34'07" East 34.00 feet to the place of beginning of this description.

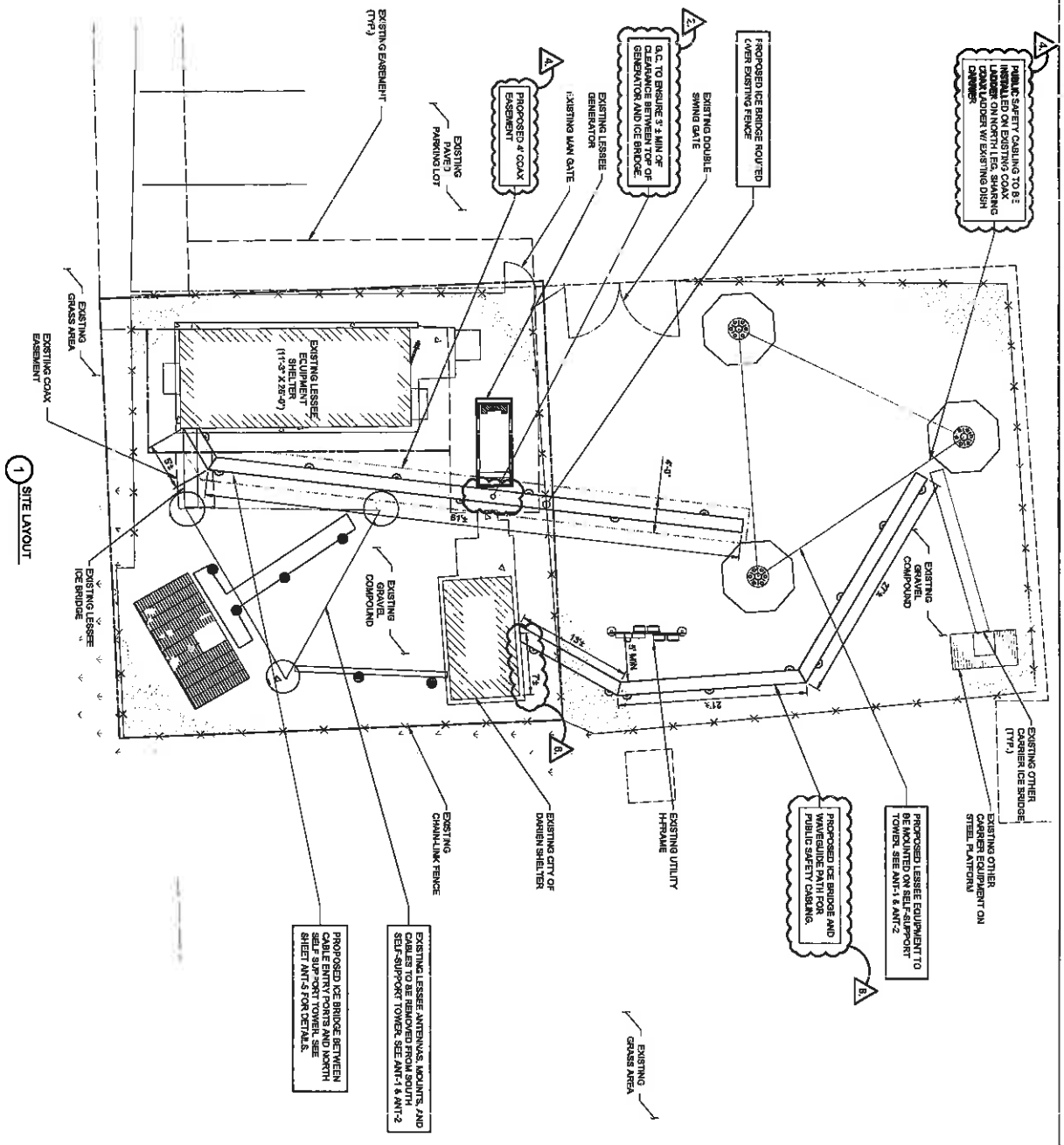
TENANT COAX EASEMENT:

A 4.00 foot wide coax cable easement in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 48.69 feet along the south line of said Lot 1; thence North 00°30'36" West 23.00 feet to the southeast corner of a 14.00 foot by 34.00 foot lessee lease area; thence North 00°34'07" West 4.07 along the easterly line of said lessee lease area TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence continuing North 00°34'07" West 8.90 feet along said easterly line; thence North 06°37'11" East 55.32 feet; thence South 83°22'49" East 4.00 feet; thence South 06°37'11" West 61.97 feet; thence South 59°34'31" West 3.62 feet to the place of beginning of this description.

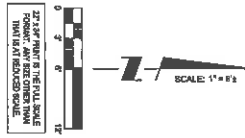
TENANT UTILITY EASEMENT:

A 10.00 foot wide easement for utilities in that part of Lot 1 in Great Dane Resubdivision, being a resubdivision of Lot 1 in Darien Public Works Subdivision, part of the Southwest 1/4 of Section 34, Township 38 North, Range 11 East of the Third Principal Meridian, City of Darien, DuPage County, Illinois, as recorded in document number R2011-150249, DuPage County Recorder's Office, the centerline of which is described as: Commencing at a found pipe at the Southeast corner of said Lot 1; thence South 88°33'32" West 41.61 feet along the south line of said Lot 1; thence North 00°30'36" West 61.89 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 89°28'17" West 15.91 feet; thence South 87°30'10" West 10.22 feet; thence South 00°34'07" East 38.96 feet; thence South 88°33'29" West 158.47 feet thence North 01°26'31" West 85.07 feet to the south face of an existing building for the place of ending of this centerline description.

THIS SITE PLAN WAS CREATED BY THE
 FIELD ENGINEER IN THE DESIGN
 DEPARTMENT OF THE CITY OF CHICAGO
 FROM A PHOTOGRAPH OF THE LAYOUT.



1 SITE LAYOUT



REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	10/27/18	LRB
2	ISSUED FOR FINAL	03/21/17	AU
3	REMOVED ICE BRIDGE ROUTE	07/14/17	AU
4	ADDITION OF CITY EMBANKMENT	07/18/17	AU
5	ADDITION OF CITY EMBANKMENT	07/18/17	AU
6	REMOVED PER NEW COR W/ DUAL BAND RADIO	08/09/18	AU
7	REMOVED PER ADDITIONAL CITY COMMENTS	08/15/18	THURU

LOC. # 126659

DARIEN DPW

1041 S FRONTAGE RD
 DARIEN, IL 60521

DRAWN BY:	AU
CHECKED BY:	DS
DATE:	08/22/18
PROJECT #:	BR-345

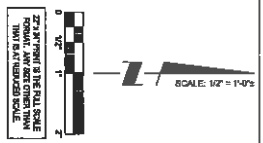
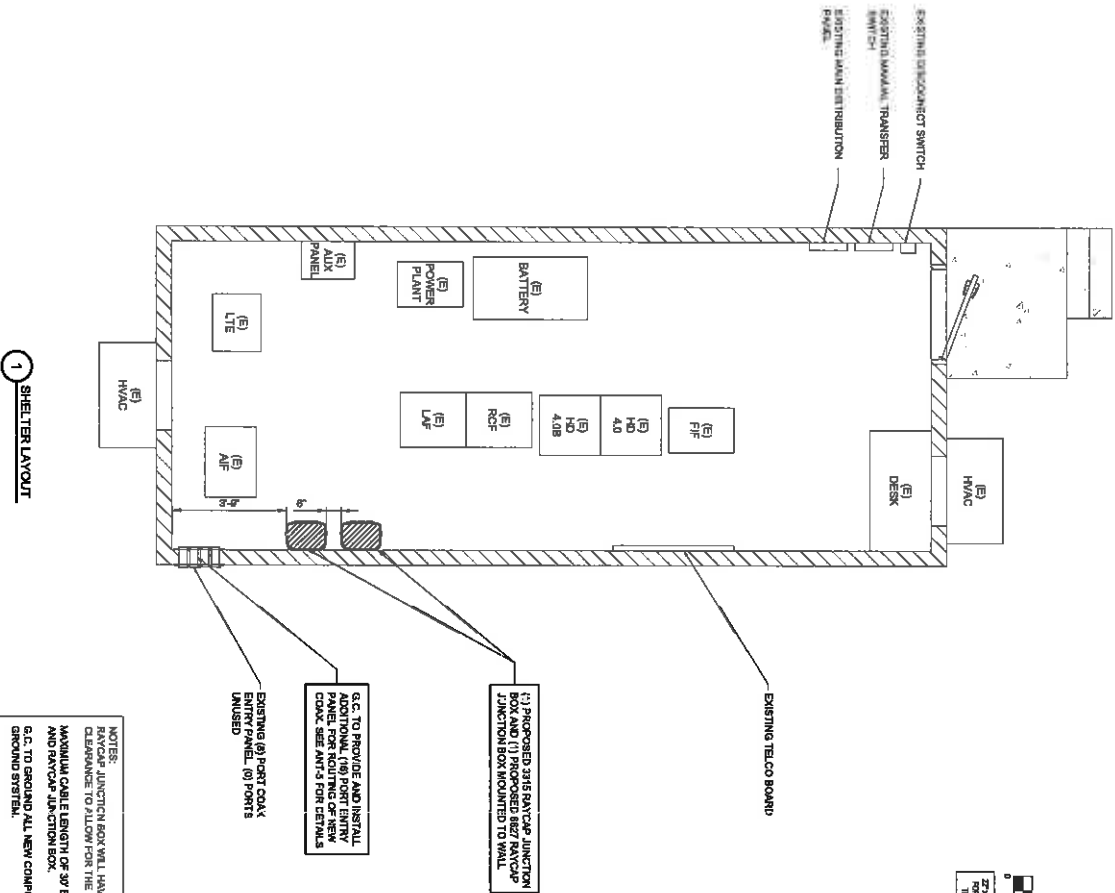
SHEET TITLE
 SITE LAYOUT

SHEET NUMBER
C-1

CHICAGO SMSA
 limited partnership
 a/b/c VERIZON WIRELESS

A LOCATION OF PROPOSED RAYCAP JUNCTION BOXES IN SHELTER
SCALE N.T.S.

B LOCATION OF PROPOSED ENTRY PANEL PORT SCALE N.T.S.



NOTES:
 RAYCAP JUNCTION BOX WILL HAVE 2\"/>

REVISIONS

NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	12/27/18	LRB
1	ISSUED FOR FINAL	03/21/17	AU
2	REVISED ICE BRIDGE ROUTE	07/11/17	AU
3	ADDITION OF REVISED EOR	08/18/17	AU
4	ADDITION OF CITY EQUIPMENT	07/18/18	AU
5	REVISED PER NEW EOR W/ DUAL BAND MODEM	08/08/18	AU
6	REVISED PER ADDITIONAL CITY COMMENTS	08/15/18	THORPU

LOC. # 126659

DARIEN DPW

1041 S FRONTAGE RD
DARIEN, IL 60521

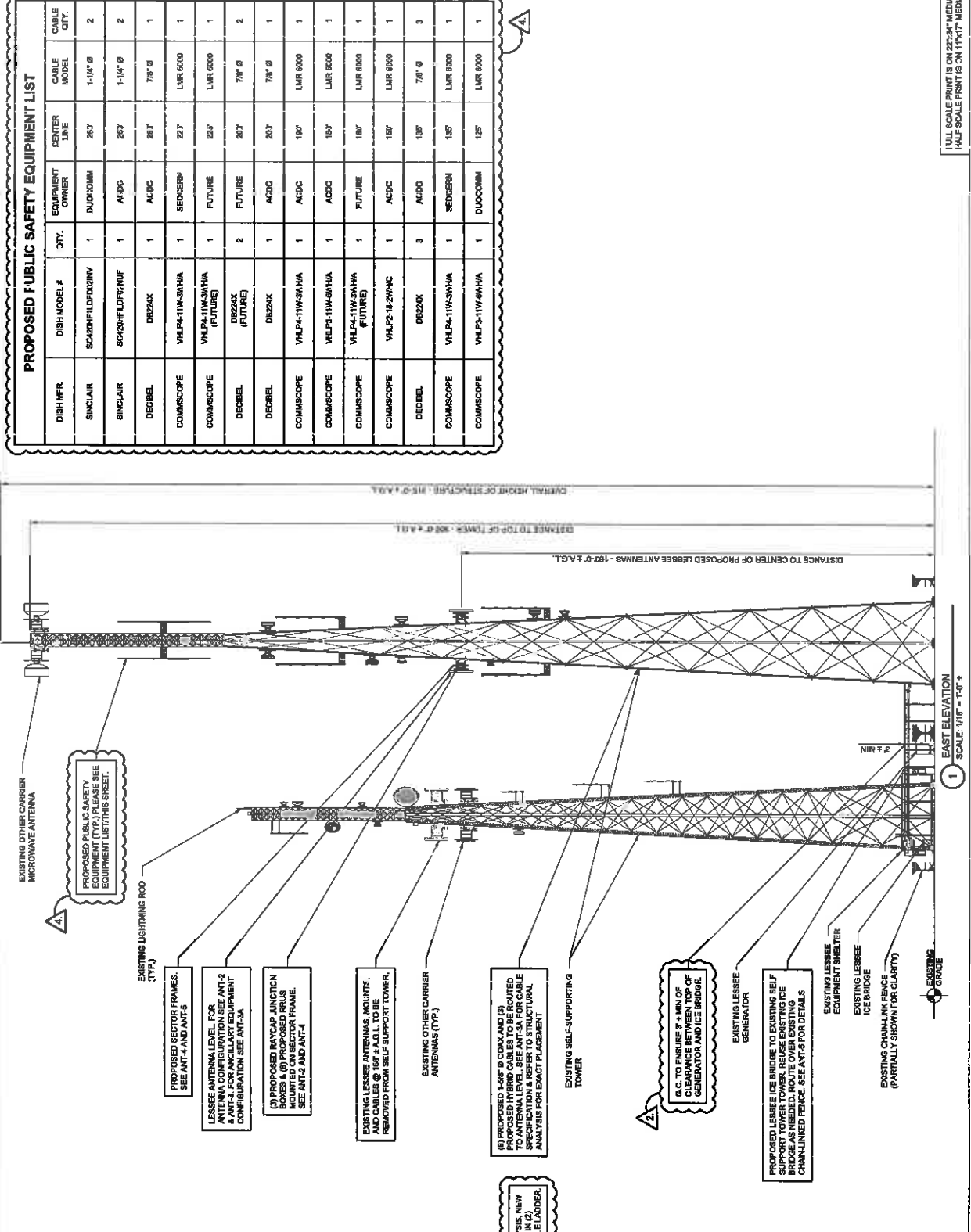
DESIGN BY: AU
 CHECKED BY: DS
 DATE: 08/27/18
 PROJECT #: 08-248

SHEET TITLE
SHELTER LAYOUT

SHEET NUMBER
A-1

CHICAGO SMSA
 limited partnership
 d/b/a VERIZON WIRELESS

NOTE: DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY. PLEASE REFER TO STRUCTURAL ANALYSIS PROVIDED BY FLUOR DANIEL FOR ALL STRUCTURAL REQUIREMENTS.



PROPOSED PUBLIC SAFETY EQUIPMENT LIST

DISH MFR.	DISH MODEL #	QTY.	EQUIPMENT CARRIER	CENTER LINE	CABLE ROUSEL	CABLE QTY.
SINCLAIR	SC202HF1LDF02RV	1	RUP-COMM	207	1-1/4" Ø	2
SINCLAIR	SC202HF1LDF02RV	1	A-DC	207	1-1/4" Ø	2
DECBEL	DB224X	1	A-DC	207	7/8" Ø	1
COMMSCOPE	VHLP4-11W-3NHA	1	SEDSERV	227	LMR 6000	1
COMMSCOPE	VHLP4-11W-3NHA (FUTURE)	1	FUTURE	227	LMR 6000	1
DECBEL	DB224X (FUTURE)	2	FUTURE	207	7/8" Ø	2
DECBEL	DB224X	1	ACDC	207	7/8" Ø	1
COMMSCOPE	VHLP4-11W-3NHA	1	ACDC	197	LMR 6000	1
COMMSCOPE	VHLP5-11W-6NHA	1	ACDC	197	LMR 6000	1
COMMSCOPE	VHLP4-11W-3NHA (FUTURE)	1	FUTURE	187	LMR 6000	1
COMMSCOPE	VHLP2-12-2WVC	1	ACDC	157	LMR 6000	1
DECBEL	DB224X	3	ACDC	137	7/8" Ø	3
COMMSCOPE	VHLP4-11W-3NHA	1	SEDSERV	137	LMR 6000	1
COMMSCOPE	VHLP5-11W-6NHA	1	DUCCOMM	125	LMR 6000	1

CHICAGO SMSA
United partnership with Verizon Wireless

NO.	DATE	DESCRIPTION
01	01/17/18	ISSUED FOR REVIEW
02	02/07/18	ISSUED FOR REVIEW
03	02/07/18	ISSUED FOR REVIEW
04	02/07/18	ISSUED FOR REVIEW
05	02/07/18	ISSUED FOR REVIEW
06	02/07/18	ISSUED FOR REVIEW
07	02/07/18	ISSUED FOR REVIEW
08	02/07/18	ISSUED FOR REVIEW
09	02/07/18	ISSUED FOR REVIEW
10	02/07/18	ISSUED FOR REVIEW
11	02/07/18	ISSUED FOR REVIEW
12	02/07/18	ISSUED FOR REVIEW
13	02/07/18	ISSUED FOR REVIEW
14	02/07/18	ISSUED FOR REVIEW
15	02/07/18	ISSUED FOR REVIEW
16	02/07/18	ISSUED FOR REVIEW
17	02/07/18	ISSUED FOR REVIEW
18	02/07/18	ISSUED FOR REVIEW
19	02/07/18	ISSUED FOR REVIEW
20	02/07/18	ISSUED FOR REVIEW

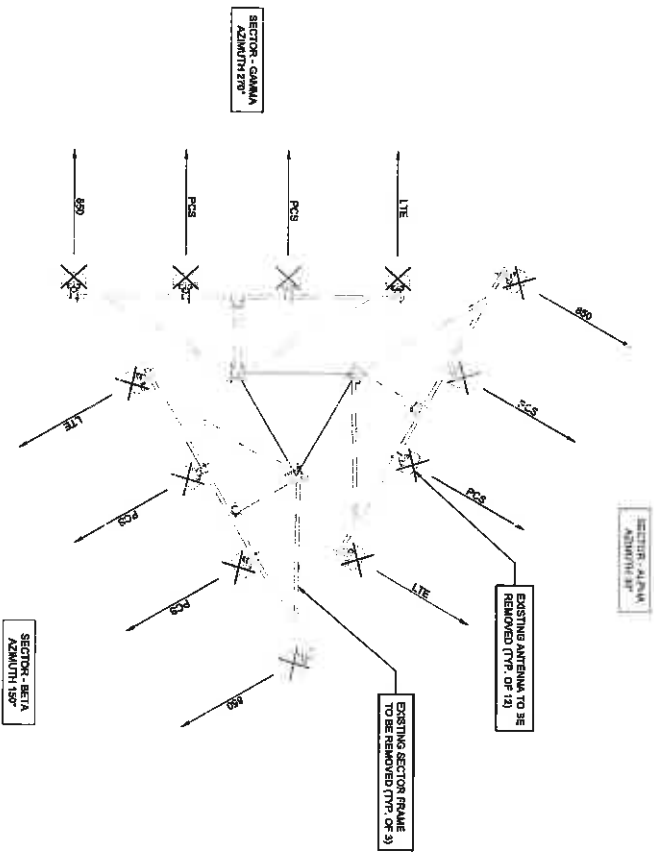
LOC. # 126659
DARIEN DPW
 1041 S FRONTAGE RD
 DARIEN IL 60521

DRAWN BY: AU
 CHECKED BY: DS
 DATE: 08/22/18
 PROJECT #: 18-042

SHEET TITLE: **SITE ELEVATION**
 SHEET NUMBER: **ANT-1**

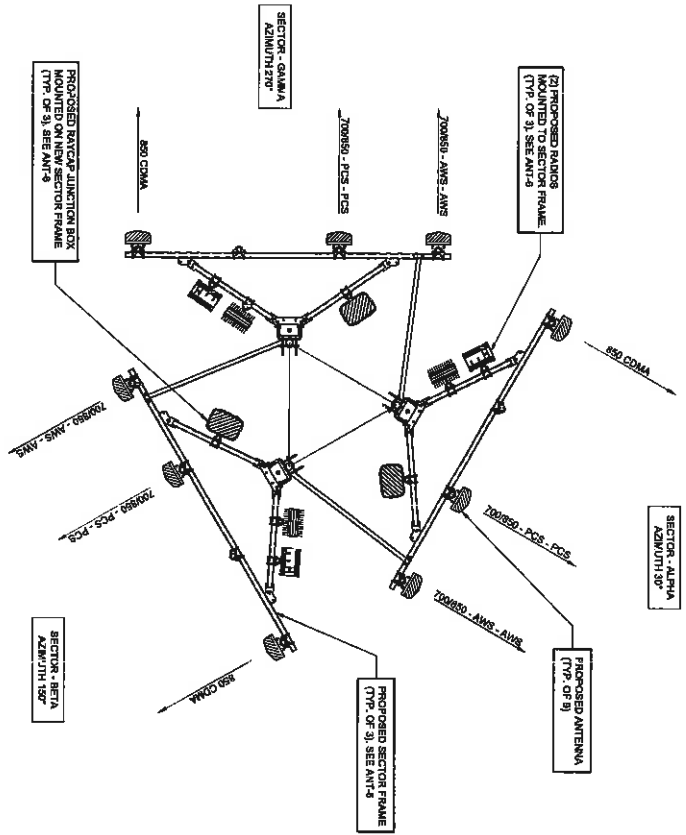
FULL SCALE PRINT IS ON 22x34" MEDIA
 HALF SCALE PRINT IS ON 11x17" MEDIA

- NOTES:
1. THIS DRAWING IS FOR EXHIBIT AND LAYOUT PURPOSES ONLY.
 2. NO ANTENNA OR LINE WORK TO BEGIN PRIOR TO CONSTRUCTION OF ADEQUATE TOWER AND MOUNT CAPACITY.
 3. O.S. TO VERIFY ANTENNA TECHNICALS PRIOR TO CANCELL OF ANY ANTENNAS.
 4. REFER TO ANT-3 & ANT-3A FOR DETAIL ON EXISTING & PROPOSED RE CONFIGURATION.



1 EXISTING ANTENNA LAYOUT
N.T.S.

ALL TOWERS AND DIRT EXISTING/NEWERS ARE TO BE MOUNTED ON EXISTING TOWER. ANTENNAS TO BE MOUNTED ON EXISTING TOWER FOR ADDITIONAL REQUIREMENTS.



2 PROPOSED ANTENNA LAYOUT
N.T.S.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
-	ISSUED FOR REVIEW	10/27/18	LRB
1	ISSUED FOR FINAL	02/14/17	AU
2	REVISED ICE BRIDGE ROUTS	07/14/17	AU
3	ADDITION OF REVISED ECR	08/16/17	AU
4	ADDITION OF CITY SOLP/PERMIT	07/18/16	AU
5	REVISED PER NEW ECR FOR DUAL BAND RADIOS	08/08/16	AU
6	REVISED PER ADDITIONAL CITY COMMENTS	04/15/15	THRYLI

LOC. # 126659

DARIEN DPW

1041 S FRONTAGE RD
DARIEN, IL 60521

DRAWN BY:	AU
CHECKED BY:	DS
DATE:	06/27/18
PROJECT #:	18-348
SHEET TITLE:	ANTENNA LAYOUT
SHEET NUMBER:	

ANT-2

CHICAGO SMSA
limited partnership
with VERIZON WIRELESS

GROUNDING ELECTRIC SYSTEM NOTES

1. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS. GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS.
2. GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS.
3. GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS.
4. GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS.
5. GROUNDING CONNECTIONS SHALL BE MADE BY THE DOCUMENTED PROCESS.

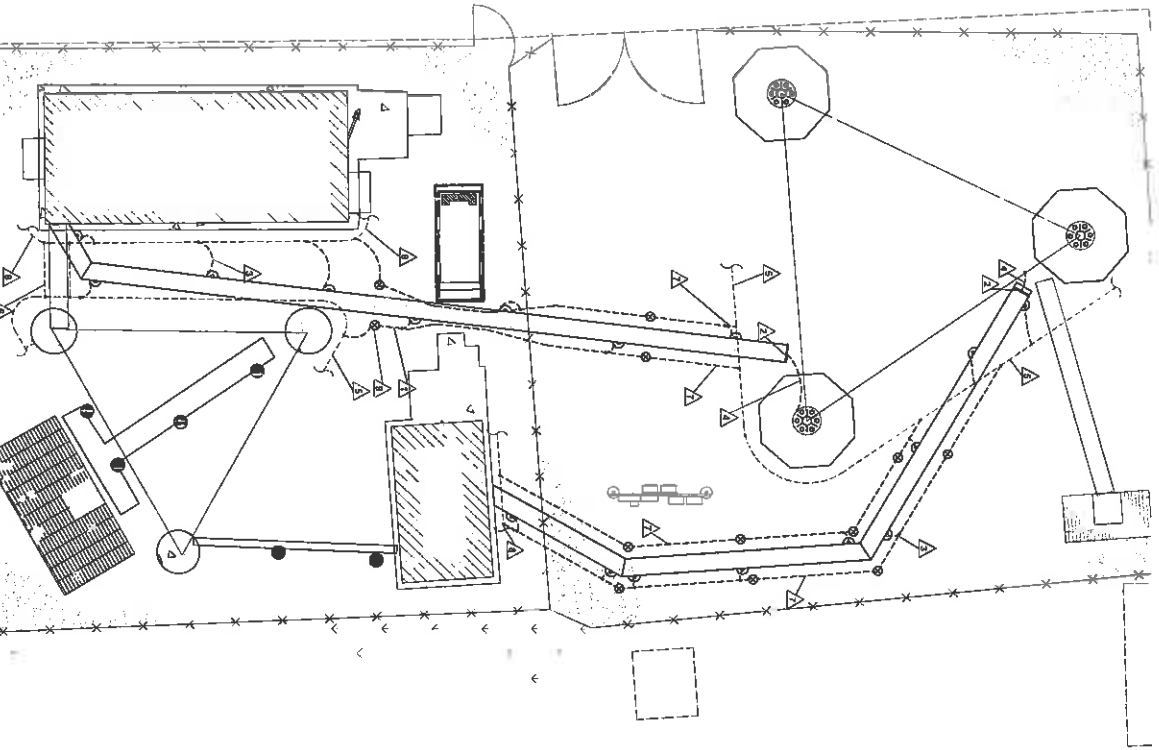
LEGEND	
SYMBOL	DESCRIPTION
	300 AWG TOWER BASE COPPER CONDUCTOR
	1/2" DIA. 1/4" THK. COPPER CLAD
	2" DIA. 1/4" THK. COPPER CLAD
	4" DIA. 1/4" THK. COPPER CLAD
	6" DIA. 1/4" THK. COPPER CLAD
	8" DIA. 1/4" THK. COPPER CLAD
	10" DIA. 1/4" THK. COPPER CLAD
	12" DIA. 1/4" THK. COPPER CLAD
	14" DIA. 1/4" THK. COPPER CLAD
	16" DIA. 1/4" THK. COPPER CLAD
	18" DIA. 1/4" THK. COPPER CLAD
	20" DIA. 1/4" THK. COPPER CLAD
	22" DIA. 1/4" THK. COPPER CLAD
	24" DIA. 1/4" THK. COPPER CLAD
	26" DIA. 1/4" THK. COPPER CLAD
	28" DIA. 1/4" THK. COPPER CLAD
	30" DIA. 1/4" THK. COPPER CLAD
	32" DIA. 1/4" THK. COPPER CLAD
	34" DIA. 1/4" THK. COPPER CLAD
	36" DIA. 1/4" THK. COPPER CLAD
	38" DIA. 1/4" THK. COPPER CLAD
	40" DIA. 1/4" THK. COPPER CLAD
	42" DIA. 1/4" THK. COPPER CLAD
	44" DIA. 1/4" THK. COPPER CLAD
	46" DIA. 1/4" THK. COPPER CLAD
	48" DIA. 1/4" THK. COPPER CLAD
	50" DIA. 1/4" THK. COPPER CLAD
	52" DIA. 1/4" THK. COPPER CLAD
	54" DIA. 1/4" THK. COPPER CLAD
	56" DIA. 1/4" THK. COPPER CLAD
	58" DIA. 1/4" THK. COPPER CLAD
	60" DIA. 1/4" THK. COPPER CLAD
	62" DIA. 1/4" THK. COPPER CLAD
	64" DIA. 1/4" THK. COPPER CLAD
	66" DIA. 1/4" THK. COPPER CLAD
	68" DIA. 1/4" THK. COPPER CLAD
	70" DIA. 1/4" THK. COPPER CLAD
	72" DIA. 1/4" THK. COPPER CLAD
	74" DIA. 1/4" THK. COPPER CLAD
	76" DIA. 1/4" THK. COPPER CLAD
	78" DIA. 1/4" THK. COPPER CLAD
	80" DIA. 1/4" THK. COPPER CLAD
	82" DIA. 1/4" THK. COPPER CLAD
	84" DIA. 1/4" THK. COPPER CLAD
	86" DIA. 1/4" THK. COPPER CLAD
	88" DIA. 1/4" THK. COPPER CLAD
	90" DIA. 1/4" THK. COPPER CLAD

4. GROUND TEST: GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY THE DOCUMENTED PROCESS.
5. GROUND TEST: GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY THE DOCUMENTED PROCESS.

TYPICAL TESTED GROUNDING NOTES

1. 30 AWG TOWER BASE COPPER CONDUCTOR, 42" BELOW GRADE.
2. 1/4" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
3. 1/2" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
4. 1" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
5. 2" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
6. 4" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
7. 6" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
8. 8" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
9. 10" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
10. 12" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
11. 14" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
12. 16" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
13. 18" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
14. 20" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
15. 22" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
16. 24" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
17. 26" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
18. 28" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
19. 30" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
20. 32" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
21. 34" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
22. 36" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
23. 38" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
24. 40" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
25. 42" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
26. 44" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
27. 46" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
28. 48" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
29. 50" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
30. 52" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
31. 54" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
32. 56" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
33. 58" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
34. 60" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
35. 62" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
36. 64" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
37. 66" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
38. 68" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
39. 70" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
40. 72" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
41. 74" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
42. 76" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
43. 78" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
44. 80" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
45. 82" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
46. 84" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
47. 86" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
48. 88" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.
49. 90" DIA. 1/4" THK. COPPER CLAD, 1/2" BELOW GRADE.

G.C. TO INSPECT GROUND TEST RESULTS AT BOTH COMPANIES TO CONFIRM GROUND POTENTIALS ARE CONSISTENT



CHICAGO SMSA
limited partnership
 d/b/a VERIZON WIRELESS

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	10/22/16	LRB
2	ISSUED FOR FINAL	03/11/17	AJI
3	REMOVED ICE BRIDGE ROUTE	07/14/17	AJI
4	ADDITION OF REBAR EOR	08/18/17	AJI
5	ADDITION OF CITY EQUIPMENT	07/18/18	AJI
6	REVISED PER REVIEWER COMMENTS	06/05/18	AJI
7	REVISED PER ADDITIONAL CITY COMMENTS	09/15/18	THRUU

LOC. # 126659

DARIEN DPW

1041 S FRONTAGE RD
 DARIEN, IL 60521

DESIGNER:	AJI
CHECKED BY:	OS
DATE:	06/22/18
PROJECT #:	66-448
SHEET TITLE:	GROUNDING DETAILS
SHEET NUMBER:	G-1

AGENDA MEMO
City Council
December 17, 2018

ISSUE STATEMENT

A resolution accepting a proposal from Backflow Solutions Inc., (BSI) to maintain a Potable Water Backflow Device Program from 2019 through 2023 at a pass through cost of \$12.95 per backflow device.

RESOLUTION

BACKGROUND

The Illinois Environmental Protection Agency requires each municipality to have a viable potable water backflow prevention program. Backflow prevention devices are installed to ensure contaminants from various different applications do not make their way back into our water system and cause potential harm to our customers.

The City currently utilizes Backflow Solutions Inc, (BSI) to maintain and manage our Backflow Program, at a pass through cost of \$12.95. The existing contract has been in place for 5 years and requires renewal.

Competitive quotes were requested for the Backflow Program and Staff had received two (2) quotes. Please see [Attachment A](#). The lowest competitive quote was Backflow Solutions Inc, (BSI). BSI has provided services for the City for the previous 5 years with very satisfactory results and they serve adjacent municipalities.

The program would allow for Backflow Solutions Inc, (BSI) to administer the program for the City of Darien for 5 years and would include the following:

- Maintain a Database for Backflow Devices
- Backflow Survey for Darien Water Customers-Years 2019-2021-2023(EPA Requirement). The survey would include mailing out approximately 9,000 surveys to our water customers. Staff has estimated there are approximately 1,000 backflow devices in the system.
- Establish a Web Base for Backflow Entry Data by the Certified Tester
- EPA Site Compliance Representation as Required
- City Access to Database
- Annual Backflow Compliance and Violation Reminders
- Direct Vendor Billing to Backflow Testing Vendor

The program involves no direct cost to the City and BSI has held their filing cost for \$12.95 per backflow device. Please note a property owner will not have the ability to self-certify a backflow device unless they are licensed by the State. It is estimated that the City will incur a cost for approximately \$500 for the survey mailers as mandated by the Environmental Protection Agency. Please see [Attachment B](#).

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Backflow Solutions Inc, (BSI) to maintain the Potable Water Backflow Device Program from 2019 through 2023 at a pass through cost of \$12.95 per backflow device.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the December 17, 2018 City Council agenda for formal approval.

mbac

From: Spera, Stanley <Stanley.spera@dupageco.org>
Sent: Tuesday, August 7, 2018 11:36 AM
To: Dan Gombac
Cc: Rivera, Cheryl
Subject: FW: Printing & Mailing Quote

importance: High

Don,

Here is what we have so far:

- Programming to flag your customers in file for printer: \$180 to \$360 depending on which option will work with the printer.
- Insert cost: \$265.50.

Stan
630-985-3553

From: Rivera, Cheryl
Sent: Tuesday, August 07, 2018 11:26 AM
To: Spera, Stanley <Stanley.spera@dupageco.org>
Subject: FW: Printing & Mailing Quote
Importance: High

Stan,

Below is estimate for printer costs, Tom hasn't replied to my email so I'm not sure if the quote will change if we change the way we give him the insert account #'s.
Also, I've added Billmaster estimate below for cost of programming.

Billmaster cost:

Option 1 – Insert field in Outsource file to say “add insert” – approximately 1 hour programming = \$180.00
Option 2 – Create 2 separate Outsource files, one file for inserts one file for no inserts – approximately 2 hours programming = \$360

Let me know if you need anything else.

Cheryl

From: Rivera, Cheryl
Sent: Monday, August 06, 2018 1:52 PM
To: 'tstith@peregrinesolutions.com' <tstith@peregrinesolutions.com>
Subject: RE: Printing & Mailing Quote

See my answers below in red.
Call me if this is too difficult to respond to via email.

Thank you,

Cheryl

From: Tom Stith [<mailto:tstith@peregrinesolutions.com>]
Sent: Monday, August 06, 2018 1:22 PM
To: Rivera, Cheryl <Cheryl.Rivera@dupageco.org>
Subject: FW: Printing & Mailing Quote

The 70# stock is about twice as thick as regular copy paper.

From: Tom Stith [<mailto:tstith@peregrinesolutions.com>]
Sent: Monday, August 06, 2018 1:20 PM
To: 'Rivera, Cheryl'
Subject: RE: Printing & Mailing Quote

Hi Cheryl-

Do you know how these accounts are flagged/recognized within your file now. For instance, are they certain zip codes, certain routes, certain services provided etc that you are trying to reach? It would be certain accounts #'s in the current file we send you but our programmer said they could insert a field in the current Outsource file to alert you which specific accounts get the insert. The programmer would let you know what field position this special note would be at within the file. If we inserted a special field to the existing outsource file, would there be a cost on your side to process this change to the file? We would not continue to use this insert in the next billing cycles and going forward, it would only be used for when we need a special insert.

Generally if you can provide us instructions on how to recognize these accounts within your file as currently composed that is better than introducing a new value or a new field. If we were to go this route, would I just give you a list of account numbers and you could be sure they got the insert? There may be no commonality to which accounts get this insert, some account #'s may start with 2100, 2101, 1500, etc. Would there be a cost on your side to process it this way?

Let me know if that doesn't make sense. If you know how flagged/recognized, and the details, I can have James on my end take a look at it.

We would charge .03 per insert. For 8,850 price would be \$265.50. No additional shipping or inserting charges. We actually print these on a 70# offset paper/equipment. This allows us to run without any slowdowns on the inserting equipment.

Let me know what you think on the insert account info.

Thanks, Tom

From: Rivera, Cheryl [<mailto:Cheryl.Rivera@dupageco.org>]
Sent: Monday, August 06, 2018 12:39 PM
To: tstith@peregrinesolutions.com
Subject: RE: Printing & Mailing Quote

Tom,

Would it be possible, instead of us sending you two files, could we just place a field in the current file we send that signals you should put an insert in?

I would have your technical person talk to our Data West technical person.

If it has to be two separate files, we could do that too, but it would take more time and cost to complete.

Thank you,
Cheryl

From: Tom Stith [<mailto:tstith@peregrinesolutions.com>]

Sent: Thursday, August 02, 2018 4:26 PM

To: Rivera, Cheryl <Cheryl.Rivera@dupageco.org>

Cc: Arlowe, Amy <Amy.Arlowe@dupageco.org>

Subject: RE: Printing & Mailing Quote

How would these bills be indicated if they are to receive the insert? usually if we have a partial insert, our customer sends a "Yes Insert" file and a "No insert" file. Don't remember if we've done that with you, and if that is something you can do?

Thanks, Tom

From: Rivera, Cheryl [<mailto:Cheryl.Rivera@dupageco.org>]

Sent: Thursday, August 02, 2018 2:51 PM

To: tstith@peregrinesolutions.com

Cc: Arlowe, Amy

Subject: Printing & Mailing Quote

Importance: High

Good Afternoon Tom,

We are looking for a quote for you to print and enclose a one page letter into our Sept or November bills. See info below and let me know if you have any questions.

Approximately 8,850 letters

8.5 x 11 size

One Sided

Black and White Only

Exception – Folded and inserted only with specific account # bills. (not sure if we tried this before and what obstacles/needs this presents on your side)

Get back to me as soon as you can.

Thank you,

Cheryl Rivera

Financial Services Manager

DuPage County Public Works

Woodridge, IL 60517

Phone: 630-985-7400 x249

Fax: 630-985-4802



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM BACKFLOW SOLUTIONS INC, (BSI) TO MAINTAIN A POTABLE WATER BACKFLOW DEVICE PROGRAM FROM 2019 THROUGH 2023 AT A PASS THROUGH COST OF \$12.95 PER BACKFLOW DEVICE

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 Approves Accepting a Proposal From Backflow Solutions Inc, (BSI) to Maintain a Potable Water Backflow Device Program from 2019 through 2023 at a Pass Through Cost of \$12.95 Per Backflow Device, 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 17th day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF DARIEN - BACKFLOW PROGRAM

The City of Darien is seeking qualified vendors to provide quotes for a web-based backflow management program. The awarded vendor shall be responsible for completing an inventory of all known backflow devices for commercial and residential backflow devices. Currently, the City has 838 various backflow devices. The awarded vendor shall be retained for a (5) five year term. The awarded vendor shall provide municipal references and have a minimum of (5) years of municipal backflow data management utilizing their proposed web-based system. The awarded vendor shall be responsible for the following MANDATORY REQUIREMENTS:

- Initial Inventory-The City shall provide all backflow records available to the awarded vendor to be uploaded into proposed web-based program
- Proposed vendor will issue multiple letters to properties that have testable backflow assemblies in order to facilitate compliance and establishment of annual due dates
- Proposed vendor shall prepare and forward the City a proof of the bi-annual backflow survey-see attached sample. The City shall be responsible for the mailer, including postage and handling. The proposed vendor shall catalogue all surveys and update the database as required
- Provide an electronic data base (web program) capable of storing 'but not limited to' the following items
 - A) Past test reports/information
 - B) Contractor licenses
 - C) Backflow tester licenses
 - D) Annual test kit calibration certificates
 - E) Collect and catalog all annual backflow test reports, each test report shall include the following information:
 - 1) Property name
 - 2) Property Address
 - 3) Billing address
 - 4) Property contact information
 - 5) Pass/Fail
 - 6) Backflow test readings, size, make, model, serial number and location of device(s)
- Provide an executive summary of your program, company and services (2 pages or less).
- Provide a detailed working/operation of your program and how it would best suit the City's needs. This shall include the start-up process, implementation and ongoing maintenance to your program. As well as key features, distinctions and functions
- Provide a company chart that includes primary contacts and titles, key positions, customer service staff and I.T. department

- Provide at a minimum, 5 Illinois municipal references for work currently being performed using the proposed system. Also shall include number of testable backflow assemblies currently being tracked as well as the length of time services have been provided to each reference
- Please provide an escrow account for vendors proposed programs source code
- The vendor shall be available for an onsite EPA meeting if required
- The City must have unfettered access to all reports; backflow tests, non-compliant water customers as well as the ability to have multiple City staff users
- The City shall have the right to terminate the agreement within 30 days of notice
- The City reserves the right to disqualify a proposed vendor for not meeting in part or in whole any of the above, mandatory, criteria

Below, please provide the quote for the services requested:

Quantity	Description	Unit	Unit Cost
1	Annual Cost to the City for the Database Management December 1, 2018-April 30, 2023	Per Year	\$0.00
1	Annual Cost of each (residential & commercial) backflow assembly report entered by a certified and licensed contractor into the web-based reporting program. December 1, 2018-April 30, 2023	Each	\$12.95
TOTAL COST TO THE CITY			\$0.00

If applicable, include in a separate work sheet, any and all pricing escalations for the duration of the agreement. Please be advised, price is only one factor of this proposal. The City reserves the right to select the most qualified and experienced firm with the most advantageous program for the City's use regardless of 'low price'.

Please specify any legal action taken against your firm in the last 3 years. Please specify any, additional, 3rd parties with a financial stake in your firm. Proposed bidders must be majority shareholders and sole owners of the proposed program.

Quotes are due by Tuesday, November 6, 2018 at 10:00 a.m. late submissions will not be evaluated. Proposals and may be emailed to rkokkinis@darienil.gov or faxed to Regina Kokkinis at 630-852-4709. Questions may be directed to Municipal Services at 630-353-8105.

ADDITIONAL NON-REQUIRED ITEMS:

Please provide any additional items, literature, etc. you feel would be beneficial for the City's review and benefit.

VENDOR INFORMATION

TO BE COMPLETED BY VENDOR

COMPANY NAME: BSI Online

CONTACT PERSON: Katie Rager

ADDRESS: 12609 S. Laramie Avenue

CITY, STATE, ZIP CODE: Alsip, IL 60803

TELEPHONE NUMBER: Office 708-761-4362 Mobile 708-825-7873

FACSIMILE NUMBER: 888-414-4990

E-MAIL ADDRESS: Krager@backflow.com

AUTHORIZED SIGNATURE: Katie Rager

Price Proposal

Per the City of Darien's RFP, there are three components of this project requiring a price quote from proposing firms: a) Annual Cost to the City for Database Mgmt., b) Annual Cost to Contractor for Web Entry of Reports and c) Surveys. The City's RFP only provided a place for costs related to the annual tracking of backflow assemblies, but not for the survey portion.

To summarize all costs associated with this project, we have prepared this brief pricing proposal.
Annual Cost to the City for Database Management

There is zero annual cost (\$0.00) to the City of Darien for Database Management of your backflow program.

Annual Cost of each backflow assembly report entered by contractor into web-based program
The cost to enter a report (both residential and commercial) into BSI Online is \$12.95 per report, which is consistent with the fee currently in place within the significant number of neighboring communities to Darien. While we have seen some of our competitors that are new to the market proposing lower filing fees, it should be noted that these fees will only result in a savings to the local backflow testers, as our experience has shown testing companies to pass along a fixed filing fee as opposed to adjusting it from community to community.

The filing fee is paid by the contractor at the time of entry. We offer several payment methods, including secure, online credit card processing, as well as the ability to establish a prepaid account (similar to an IPass).

Survey Cost

The City will be covering all costs associated with postage and mailing of the survey letters, there will be zero annual cost (\$0.00) for BSI to administer your survey program. This includes our professional IT / Graphic Design Team customizing each of your forms, as well as cataloging and receiving all survey data. Customized reports with results will also be provided.

Summary

In conclusion, there is zero annual cost (\$0.00) to the City of Darien for the services described in the RFP. The sole cost associated with this project will be a \$12.95 filing fee, paid by the licensed backflow contractor at the time of annual report submittal.

AGENDA MEMO
City Council
December 17, 2018

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$27,100.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for 67th Street.

RESOLUTION

BACKGROUND

The 67th Street storm water infrastructure consists of an open closed conveyance system constructed in the 1960's. During the last 10 years, the City has completed ditch maintenance on all the adjacent roadways to 67th Street. The majority of the storm water is conveyed to 67th Street and flows to the east, towards Dale Basin and Lake Hinsdale Village, Willowbrook. Existing conditions of the system consist of various pipe sizes, concrete weirs, and various structures and does not convey storm water flow at an optimum level. The existing infrastructure also has multiple wash out areas and retains storm water.

The ditch catalogue calls out for the ditch to be completed in 2019 followed by the roadway resurfacing project in 2020. Staff has been in discussion with the City Engineer, Christopher B Burke Engineering regarding the proposed upcoming ditch project and based upon the volume of the storm water, a drainage study needs to be completed to call out for the optimum sized pipes and/or open ditches. In addition, there are existing portions of the open ditches that are significantly steep, difficult to maintain and are a safety concern for motorists, pedestrians, and adjacent residents.

The proposed engineering study, labeled and attached, as [Attachment A](#), would authorize Christopher B. Burke Engineering to proceed with the surveying of the existing storm sewer system and the open ditches. After the surveying is completed, CBBEL will design a storm conveyance system to convey storm water.

Once the surveying is completed, staff is able to create a plan and implement a drainage project. Due to complexity of the tributary drainage of the area, staff does not have the expertise and equipment necessary to complete the surveying task.

The proposed engineering study was not contemplated for the FY 18/19 Budget. Upon review of the projects completed within the Capital Projects Fund, the fund does have the ability to absorb the proposed cost. Staff is requesting that the engineering study be completed at this time, as it would give us the ability to bid the drainage project along with other similar projects for an economy of scale. The proposed 67th Ditch Project would be included as an alternate for the upcoming 2019/2020 Budget, Ditch Maintenance Contract.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY18-19 BUDGET DISCRETIONARY	YEAR TO DATE EXPENDITURE	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4376	Capital Projects Drainage Improvements	\$ 1,959,700.00	\$ 1,786,485.30	\$ 27,100.00	\$ 146,114.70

COMMITTEE RECOMMENDATION

The Municipal Service Committee recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$27,100.00.

ALTERNATE CONSIDERATION

Not approving the resolution and consider the schedule as follows:

Engineering Drainage Study FY 19/20

Ditch Maintenance Project FY 20/21

Road Resurfacing Project 21/22

DECISION MODE

This item will be placed on the agenda for the December 17, 2018 City Council agenda for formal approval.

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

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

November 9, 2018

City of Darien
1041 S. Frontage Road
Darien, IL 60561

Attention: Dan Gombac – Director on Municipal Services

Subject: **Proposal for Professional Engineering Services
Drainage Study along 67th Street – Richmond Ave. to Tennessee Ave.**

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd (CBBEL) is pleased to provide this proposal for professional engineering services related to enclosing the drainage system along the south side of 67th Street, between Richmond Avenue on the west to Tennessee Avenue on the east in the City of Darien (City). The following is our Understanding of the Assignment, Scope of Services, and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City would like to enclose the drainage swale on the south side of 67th Street between Richmond Avenue and Tennessee Avenue into a closed system with storm sewers and overland flow. We understand the tributary area to the swale extends approximately one block north and one block south. We will complete a hydrologic and hydraulic analysis to appropriately size the storm sewers and overland flow swale.

SCOPE OF SERVICES

We suggest the following tasks:

Task 1 – Topographic Surveying: Thomson Surveying, Ltd. (TSL) will prepare a Topographic Exhibit of the roadside ditch located in the south right of way of 67th Street. The topographic exhibit limits is approximately 2000 linear feet and the limits are from 100 feet west of the west right of way of Richmond Avenue, to 100 feet east of the east right of way of Tennessee Avenue. Cross sections at 100 feet intervals will be taken along the ditch with the limits of the cross sections on the north edge of the pavement of 67th Street to the apparent south right of way line of 67th Street. Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks. Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. will be included. Tree sizes (2" diameter and larger) shall be

measured four and one-half feet (diameter breast height) above the highest ground level at base of the tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. shall be noted. We will supply detailed information for all sewer structures, pipes, culverts, end sections, etc. within the survey limits. Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation. Field locations (horizontal locations only) of all buried/marked utilities; i.e., gas, electrical and telephone, and sewers. **J.U.L.I.E. locate to be called in by the City.** Plan views shall be shown at a scale of 1" = 20'. All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.

Task 2 – Existing Conditions XP-SWMM Modeling: We will prepare an XP-SWMM hydrologic and hydraulic model of the existing drainage system within the study area. We will determine the drainage area to the swale on the south side of 67th Street. Subbasin areas will be delineated using the county topographic data. All relevant storm sewer and culvert information obtained from Task 1 will be modeled. Once the model is complete, we will simulate several design and historic rainfall events to establish the system capacity. We will prepare a brief summary memorandum with exhibit depicting the results so that the City can review the findings.

Task 3 – Storm Sewer Sizing: Based on the existing conditions XP-SWMM analysis, we will size a storm sewer to convey the runoff along the south side of 67th Street and define an overland flow route above the storm sewer. We may come up with an alternative depending on the findings. Each alternative will be developed to a conceptual level. The type, size, slope and length of the new storm sewers will be identified along with the overland flow swale. The proposed conditions hydraulics will be completed using the XP-SWMM model. A concept-level exhibit will be developed for each alternative and provided to the City for review and input.

Task 4 – Summary Report: We will prepare a final summary report that includes technical documentation on the development of the modeling. The report will include narrative description, exhibits, and calculations as needed.

Task 5 – Meetings: We have assumed that two meetings with the City staff will be needed throughout the duration of the study.

FEE ESTIMATE

Task	Description	Fee
1	Topographic Surveying	\$ 11,300
2	Existing Conditions XP-SWMM Modeling	\$ 6,000
3	Storm Sewer Sizing	\$ 4,500
4	Summary Report	\$ 3,800
5	Meetings	\$ 1,500
	TOTAL	\$27,100

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
REVISED, SEPTEMBER 2018**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	239
Engineer V	197
Engineer IV	160
Engineer III	144
Engineer I/II	113
Survey V	219
Survey IV	185
Survey III	162
Survey II	118
Survey I	93
Engineering Technician V	187
Engineering Technician IV	152
Engineering Technician III	137
Engineering Technician I/II	80
CAD Manager	166
Assistant CAD Manager	144
CAD II	144
CAD I	111
GIS Specialist III	139
GIS Specialist I/II	80
Landscape Architect	160
Environmental Resource Specialist V	206
Environmental Resource Specialist IV	160
Environmental Resource Specialist III	132
Environmental Resource Specialist I/II	108
Environmental Resource Technician	108
Administrative	101
Engineering Intern	61
Information Technician III	122
Information Technician I/II	110

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, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$27,100.00 FOR THE SURVEYING AND ENGINEERING REDESIGN OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR 67th STREET

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$27,100.00 for the surveying and engineering redesign of the open ditch and storm water conveyance system for 67th Street, 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 17th day of December 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this this 17th day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

November 9, 2018

City of Darien
1041 S. Frontage Road
The City, IL 60561

Attention: Dan Gombac – Director on Municipal Services

Subject: **Proposal for Professional Engineering Services
Drainage Study along 67th Street – Richmond Ave. to Tennessee Ave.**

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd (CBBEL) is pleased to provide this proposal for professional engineering services related to enclosing the drainage system along the south side of 67th Street, between Richmond Avenue on the west to Tennessee Avenue on the east in the City of Darien (City). The following is our Understanding of the Assignment, Scope of Services, and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City would like to enclose the drainage swale on the south side of 67th Street between Richmond Avenue and Tennessee Avenue into a closed system with storm sewers and overland flow. We understand the tributary area to the swale extends approximately one block north and one block south. We will complete a hydrologic and hydraulic analysis to appropriately size the storm sewers and overland flow swale.

SCOPE OF SERVICES

We suggest the following tasks:

Task 1 – Topographic Surveying: Thomson Surveying, Ltd. (TSL) will prepare a Topographic Exhibit of the roadside ditch located in the south right of way of 67th Street. The topographic exhibit limits is approximately 2000 linear feet and the limits are from 100 feet west of the west right of way of Richmond Avenue, to 100 feet east of the east right of way of Tennessee Avenue. Cross sections at 100 feet intervals will be taken along the ditch with the limits of the cross sections on the north edge of the pavement of 67th Street to the apparent south right of way line of 67th Street. Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveway, culvert headwalls, culverts, sidewalks. Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. will be included. Tree sizes (2" diameter and larger) shall be

measured four and one-half feet (diameter breast height) above the highest ground level at base of the tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. shall be noted. We will supply detailed information for all sewer structures, pipes, culverts, end sections, etc. within the survey limits. Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation. Field locations (horizontal locations only) of all buried/marked utilities; i.e., gas, electrical and telephone, and sewers. **J.U.L.I.E. locate to be called in by the City.** Plan views shall be shown at a scale of 1" =20'. All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.

Task 2 – Existing Conditions XP-SWMM Modeling: We will prepare an XP-SWMM hydrologic and hydraulic model of the existing drainage system within the study area. We will determine the drainage area to the swale on the south side of 67th Street. Subbasin areas will be delineated using the county topographic data. All relevant storm sewer and culvert information obtained from Task 1 will be modeled. Once the model is complete, we will simulate several design and historic rainfall events to establish the system capacity. We will prepare a brief summary memorandum with exhibit depicting the results so that the City can review the findings.

Task 3 – Storm Sewer Sizing: Based on the existing conditions XP-SWMM analysis, we will size a storm sewer to convey the runoff along the south side of 67th Street and define an overland flow route above the storm sewer. We may come up with an alternative depending on the findings. Each alternative will be developed to a conceptual level. The type, size, slope and length of the new storm sewers will be identified along with the overland flow swale. The proposed conditions hydraulics will be completed using the XP-SWMM model. A concept-level exhibit will be developed for each alternative and provided to the City for review and input.

Task 4 – Summary Report: We will prepare a final summary report that includes technical documentation on the development of the modeling. The report will include narrative description, exhibits, and calculations as needed.

Task 5 – Meetings: We have assumed that two meetings with the City staff will be needed throughout the duration of the study.

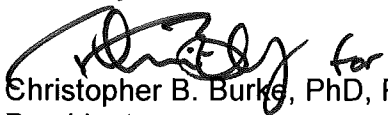
FEE ESTIMATE

Task	Description	Fee
1	Topographic Surveying	\$ 11,300
2	Existing Conditions XP-SWMM Modeling	\$ 6,000
3	Storm Sewer Sizing	\$ 4,500
4	Summary Report	\$ 3,800
5	Meetings	\$ 1,500
	TOTAL	\$27,100

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

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

Sincerely,

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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

AGENDA MEMO
CITY COUNCIL
December 17, 2018

Issue Statement

Approval of an ordinance amending the Sign Code deleting the amortization requirement for non-conforming signs in the Rt. 83 corridor.

ORDINANCE

Background

In 1994 the City amended the Sign Code Title 4 Chapter 3 to require amortization (removal) of all non-conforming signs within 15 years. The purpose of the sign amortization was to get rid of undesirable signs but give the sign owner time to get value from the sign and to budget for the cost of sign replacement. However, that regulatory strategy of sign amortization is no longer popular because of the useful period of most signs is longer than 15 years, the cost of replacement can be a burden on small businesses, such signs may no longer be seen as undesirable, and possible legal challenge.

Starting in 2007, the City staff did a comprehensive study of all non-conforming signs in all the business districts. The Planning and Development Committee reviewed the findings and decided to eliminate the amortization requirement for all signs. See [Attachment A: Agenda Memo 3.31.08](#) and [Attachment B: Subsequent Committee Minutes](#). A different regulatory strategy was preferred; that non-conforming signs would be more gradually phased out when businesses changed and wanted a new sign or when properties were redeveloped or when the sign wore out or was damaged. See [Attachment C: Ordinance O-29-08](#). However, the same amortization requirement appears in another section of the code for signs on Rt.83. See [Attachment D: Current Code Section 4-3-17 \(A\) 1](#). This section was apparently inadvertently not eliminated as directed by Committee when Ordinance 0-29-08 was drafted.

There are 5 free-standing signs in front of business along Rt.83 in Darien. They all have been constructed relatively recently and they conform to current code except for one that is non-conforming and has reached the end of its amortization period. See [Attachment E: Sign Photo](#). The Darien Auto Center sign at 6710-22 Rt.83 is 29' tall, where 12' is the current standard. This sign is smaller than the two newest signs on Rt.83 in Willowbrook – the Pete's sign at 6900 Rt.83 and the Willowbrook Town Center sign at 7100 Rt.83. The Darien Auto Center would like to apply for a variation to replace one panel of their sign with an electronic message but they cannot apply because of the amortization requirement.

MSC

On November 26, 2018, the Municipal Services Committee reviewed this issue. Director Dan Gombac recalled that in 1994 Willowbrook and Darien wanted smaller signs along Rt. 83 but Willowbrook has since changed their approach and have allowed larger signs. Alderman Marchese commented that he recalls the discussion at Darien City Council in 2008 to delete amortization and he thinks it is still valid - that amortization is an unnecessary burden. The MSC voted 2-0 to recommend approval of an ordinance deleting amortization of non-conforming signs in the Rt. 83 corridor.

AGENDA MEMO
PLANNING AND DEVELOPMENT COMMITTEE
MEETING DATE: March 31, 2008

Issue Statement

Sign Amortization: Update, discussion.

Planning Overview/ Discussion

The Sign Code, Section 4-3 of the City Code, was adopted in 1994. The Sign Code provides for a 15 year amortization of non-conforming signs. That is, non-conforming signs are required to be brought into compliance by 2009 (1994 + 15 = 2009). This requirement does not apply in cases where the City has granted variations.

The following *preliminary list* contains properties that have signs which staff has estimated do not comply with the Sign Code (height, area, location, number of signs). Staff is still verifying whether relief has been granted for these signs and there will be excluded from the amortization requirement. Staff has only looked at permanently fixed signs, including free-standing signs (pole signs, monument signs, ground signs) and wall signs (signs permanently affixed to building facades).

75th Street:

Chestnut Court Shopping Center
 Chuck's Import & Domestic Auto Service
 Hareldson's Automotive
 Lord of Life Lutheran Church
 Mi Hacienda / E & L Carpet
 Republic Bank
 Snyder Insurance
 West Suburban Bank
 Wolf Camera

Kinder Care
 Model Funeral Home
 Office park behind Darien Plaza
 Pammy's
 Phillips 66
 Popeye's
 Shell service station
 Speedway
 St. John Lutheran Church
 Taco Bell
 West Suburban Bank

Bailey Road:

Carmelite Spiritual Center
 Carmelite Village

Lemont Road:

8121-23 Lemont Road
 AAAA Towing
 Shell/Circle K service station
 Speedway

Cass Avenue:

Alpine Banquets
 Charter House Grill
 Citizens Financial Bank
 Concord/Cass Office Building
 Heritage Plaza
 Jewel/Osco shopping center

N. Frontage Road:

Carmelite-Darien Offices
 Carriage Green Golf Course

Darien Office/Warehouse (vacant land)
Dry Dock
Grace Baptist Church
Society of The Little Flower
Wight & Co.

Plainfield Road:
1310 Plainfield Road office buildings
Broosters Chicken
Citgo
Darien Animal Clinic
Day care center @ Adams
Dr. Davis' property
Hinsbrook Center
Hinsbrook Professional Building II
Marion Hills Bible Church
Our Lady of Peace

Route 83:
Auto Mall (where Merlin's is located)
Butternut Bakery
The Patio

S. Frontage Road:
Vision Trucking

Planning and Development Committee Review – January 28, 2008

The Planning and Development Committee considered this matter at its meeting on January 28, 2008. The following members were present: Alderman Sylvia McIvor – Chairman, Alderman Joseph Marchese, Alderman John Poteraske, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, briefly reviewed the staff agenda memo. He stated that memo has a preliminary list of properties which staff estimates has signs which do not comply with the Sign Code.

Alderman Poteraske asked if the City really wants to do this. He stated that this appeared to be a waste of time and wanted to know the benefit.

Alderman Marchese suggested sending a letter to the business' to explain the matter and to inform them that if they change signage in the future it will have to comply.

Mr. Griffith stated that he does not think any business knows about the amortization requirement and would be confused by such a letter. He stated the Sign Code provides rules on how nonconforming signs are handled regardless of the amortization.

The Committee discussed whether the amortization should proceed and what steps would be necessary to eliminate the requirement. Dan Gombac, Director, stated that staff would look into what would be required to eliminate this requirement and report back to the Committee.

There was not anyone from the public to comment.

Staff Comments – Planning and Development Committee February 25, 2008, meeting

The Sign Code provides the following definitions:

Building Frontage: The linear length of the outside building wall facing the public right-of-way or the linear length of the outside building wall facing a parking area which serves as the primary access for the subject use.

Free-standing sign: A sign which is ground mounted or supported by one or more columns, uprights, or braces in or upon the ground, not attached to or forming part of a building.

Ground (monument) sign: A sign which is supported by uprights or braces or some object on the ground, with no more than three (3) feet of clear space between the bottom of the face of the sign and the grade beneath the sign face.

Maintenance: For the purposes of this sign code, the cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign.

Pole sign: Any business sign having a support structure with a size less than twenty-five (25) percent of the total width of the sign with more than ten (10) feet of clear space between the bottom of the face of the sign and the grade beneath the sign.

The Sign Code allows the following free-standing signs within business zoning district, Section 4-3-10(B):

Not more than one ground sign per street frontage, provided that no individual business or shopping center utilizing a pole sign as permitted by this sign code shall erect or maintain any ground sign. Manual changeable copy signs not exceeding forty (40) percent of the sign area may be included on a ground sign, provided that all individual letters shall be uniform in height, style, and color, and provided the message is enclosed in a locking case. The area of a permitted ground sign shall

be limited to sixty (60) square feet per side. The highest point on such a ground sign shall not exceed twelve (12) feet above grade.

The Sign Code provides the following regulations when it comes to nonconforming signs:

4-3-11: NONCONFORMING SIGNS:

All signs presently erected and maintained in the City as of the effective date of this sign code, or which shall come to be located within the corporate limits of the City by virtue of any annexation after the effective date, shall be subject to the following regulations:

- (A) **Legal Signs:** All signs existing within the corporate limits of the City as of the effective date of this sign code or which shall become subject to the terms of this sign code by reason of annexation and which shall be in compliance with the regulations set forth herein, shall be considered to be legal signs and shall hereafter be owned, operated and maintained in conformance with the regulations contained herein.
- (B) **Legal Nonconforming Signs:** Any sign which existed lawfully on the effective date of this sign code and which remains or becomes nonconforming by reason of adoption of this sign code or because of subsequent amendments thereto, or which shall become nonconforming by reason of the annexation to the City of the lot or parcel on which said sign is located, shall be considered a legal nonconforming sign and the continuance of such use shall be only as hereinafter permitted:
 - 1. **Amortization Period:** Fifteen (15) years from and after the effective date of this sign code, all legal nonconforming signs shall be removed and eliminated. Said fifteen (15) year period shall for all purposes be deemed an appropriate amortization period for each and every legal nonconforming sign presently located within the corporate limits of the City or hereinafter located within the City by reason of the annexation into the City of the lot or parcel on which the sign is located.
 - 2. A nonconforming sign, prior to the exhaustion of the amortization period set forth for in subsection (B)1 of this Section is subject to the following restrictions:
 - (a) Ordinary repairs and maintenance, including the removing and replacing of the outer panels shall be permitted, provided, that no structural alterations or other work shall

appreciably extend the normal life of the legal nonconforming sign.

- (b) No repair or alteration which increases the size of the legal nonconforming sign shall be permitted. No substitution, through repair or alteration, of any elements of the sign, which causes such sign to be classified as nonconforming, for another such element, shall be permitted.
- (c) No legal nonconforming sign shall be moved in whole or in part to any other location on the same or any other premises unless every portion of such sign is made to conform to all of the regulations of this sign code.
- (d) A legal nonconforming sign which is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration to the condition in which it was before the occurrence shall exceed fifty percent (50%) of the cost of replacement of the entire sign shall not be restored unless said sign shall conform to all of the regulations of this sign code. In the event that such damage or destruction is less than fifty percent (50%) of the cost of restoration of the sign to the condition in which it was before the occurrence of damage or destruction, no repairs or reconstruction shall be made unless such restoration is started within thirty (30) days from the date of such damage or destruction, and, provided further, that completion is accomplished within three (3) months from the date of such damage or destruction.
- (e) If the restoration is not started within thirty (30) days from the date of such damage or destruction, and diligently prosecuted to completion, the sign shall be removed.
- (f) If a legal nonconforming sign is located on property which is sold, and when the full ownership is transferred by deed, the legal nonconforming sign shall be discontinued at the time of the deed transfer. If the ownership of a business changes, which does not affect the ownership of the property in which the business is located, the legal nonconforming sign shall be discontinued.
- (g) If a legal nonconforming sign is abandoned or discontinued for a continuous period of ninety (90) days, it shall not be

renewed, and any subsequent sign shall conform to all of the requirements of this sign code. (Ord. 0-38-94, 9-6-1994)

Staff has reviewed the list of properties with nonconforming signs noted in the January 28, 2008, agenda memo. Staff has reviewed sign and building permit files, zoning approval and annexation agreement files for each of the properties.

To the best of staff's knowledge, the following properties contain signs which do not comply with the current Sign Code and for which are not covered by a variation, PUD or Annexation Agreement approval. Properties removed from the list are shown as "stricken." The following signs do not conform for a variety of reasons:

75th Street:

~~Chestnut Court Shopping Center~~

Chuck's Import & Domestic Auto Service.....Free-standing sign too tall, too close to driveway.
Wall signs on building facade which are not the business frontage.

~~Hareldson's Automotive~~

Lord of Life Lutheran Church..... Free-standing sign too large.
Mi Hacienda / E & L Carpet..... Free-standing sign too tall.
Republic Bank..... Free-standing sign has electronic message board.
Snyder Insurance..... Free-standing sign too tall.
Wall signs on building facade not considered their business frontage.

~~West Suburban Bank~~

Wolf Camera..... Free-standing sign too tall, appears to be too close to driveway entrance.

Bailey Road:

Carmelite Spiritual Center/Village..... More than one free-standing sign on a lot, free-standing sign too large, directional sign too tall and too large.

Cass Avenue:

Alpine Banquets..... Free-standing sign too tall, also appears too large and too close to driveway, limited information found in files.
Charter House Grill.....appears too close to street.

- Citizens Financial Bank.....appears too close to street.
- ~~Concord/Cass Office Building~~
- Heritage Plaza.....Free-standing sign too tall, too large, appears to be too close to front lot line.
- Jewel/Osco shopping center..... Free-standing signs too tall, too large.
- ~~Kinder Care~~
- Model Funeral Home
- Office park behind Darien Plaza..... Free-standing sign too tall, too close to driveway entrance.
- ~~Pammy's~~
- Phillips 66..... Free-standing sign includes a LED display. At the time the permit was issued in 2004, staff had determined the Code to allow LED display as long as the copy was static.
- ~~Popeye's~~
- Shell service station..... Free-standing sign too tall, encroaches into the vision clearance triangle, appears to be meet setback requirements.
- Speedway.....Free-standing sign too tall, located within vision clearance triangle.
- St. John Lutheran Church..... Too many free-standing signs.
- Taco Bell..... Free-standing sign too tall, too large, within the vision clearance triangle.
- West Suburban Bank..... Free-standing sign too tall, too large and too close to front lot line.
- Lemont Road:**
- 8121-23 Lemont Road..... Too many free-standing signs per parcel.
- AAAA Towing..... Free-standing sign too close to driveway entrance.
- Shell/Circle K service station..... Free-standing is too close to driveway entrance, portion of sign within the vision clearance triangle.
- Speedway..... Free-standing sign too close to driveway entrance.
 Wall signs on building façade not considered their business frontage.
- Gas City..... Free-standing sign has LED display. At the time the permit was issued in 2004, staff had determined the Code to allow LED display as long as the copy was static.

N. Frontage Road:

- Carmelite-Darien Offices..... Free-standing sign within public street right-of-way.
- Carriage Green Golf Course..... Free-standing signs too large, multiple signs, signs erected without a permit.
- Darien Office/Warehouse (vacant land)..... Off-premises sign (billboard).
- Dry Dock..... Free-standing sign too tall.
- Grace Baptist Church..... Too many free-standing signs.
- Society of The Little Flower..... Free-standing sign within public street right-of-way.
- Wight & Co..... Off-premises sign (billboard).

Plainfield Road:

- 1310 Plainfield Road office buildings..... Two free-standing sign structures on one lot.
- Broosters Chicken..... Free-standing sign too tall, too close to front and side lot lines. Sign may encroach into street right-of-way.
- Citgo..... Free-standing sign too large, location does not appear to comply. Property is zoned R-2, land use itself appears to be legal non-conforming.
- Darien Animal Clinic..... Free-standing sign, not permitted for a house converted to non-residential use through a special use.
- Day care center at Adams Street
- Dr. Davis' property
- Hinsbrook Center (Darien Pantry shopping center)... Free-standing sign appears to be too tall, appears to be too close to driveway entrances and side lot line.
- ~~Hinsbrook Professional Building II~~
- ~~Marion Hills Bible Church~~
- Our Lady of Peace..... Two free-standing sign structures on different street frontages, changeable copy appears to exceed allowable area on one sign.

Route 83:

- Auto Mall (where Merlin's is located)..... Free-standing sign too tall, too large.
- Butternut Bakery..... Free-standing sign too tall, maybe too large.
- ~~The Patio~~

S. Frontage Road:

Vision Trucking.....Free-standing sign too tall.

Staff Findings/Recommendations

Discussion

Decision Mode

The Planning/Development Committee considered this matter at its meeting on July 23, 2007.

The Planning/Development Committee considered this matter at its meeting on January 28, 2008.

The Planning/Development Committee will consider this matter at its meeting on March 31, 2008.

Alderman Marchese stated that he liked the City do something about landscaping the signs.

Mr. Griffith stated that when he worked in Bensenville that landscaping was a requirement at the base of the sign area.

Alderman Marchese stated that he would like to incorporate landscaping into the Code.

Alderman Poteraske stated that the Mayor indicated that she would like to see the old signs conform. He stated that this could be done when a sign is damaged or significant changes are made. He further reported that the maintenance definition needs to be changed.

Chairperson McIvor stated that the businesses not in compliance should be notified that if there are business changes or if anything happens to the existing sign that they will have to conform to Code.

The Committee agreed to remove the amortization schedule, prohibit pole signs and incorporate in the ground sign free standing and landscaping and clean up the definition of maintenance.

Mr. Gombac reported that he would contact the Mayor and provide her with an update.

PUBLIC COMMENT:

There was no one wishing to present public comment.

MINUTES:

The minutes of February 25, 2008 were not available for approval.

CORRESPONDENCE:

Alderman Marchese stated that he received an email from a resident who was upset about the condition of the streets.

Mr. Gombac stated that he discussed the issue with the City Administrator and that he responded to the resident.

OLD BUSINESS:

None.

a lot of

Mr. Griffith stated the proposed amendment requires that the sign support to be at least 75% of the sign width and the vertical clearance could not be more than 3 feet.

Mr. Gombac stated that a ground sign is also a monument sign.

Alderman Marchese stated that he would like to see more of the pole signs removed with maintenance.

Mr. Griffith stated that he added in a section requiring landscaping at the base of the sign a minimum of 4 feet in width of the base on all sides.

Alderman Poterasko asked if 4 ft. was practical.

Mr. Griffith stated that the language provides flexibility if there is not enough room, so that the landscaping could be placed elsewhere on the site at the direction of the Director.

Alderman Marchese asked how nonconforming signs will be enforced.

Mr. Griffith stated that it will be done when completing a permit.

Alderman Poterasko stated that after the ordinance that every pole sign will be legally nonconforming.

Mr. Griffith stated that any legal pole sign that is presently up would be a legal nonconforming sign and there will not be a drop dead date to comply. He stated that if something happens to the sign that the sign will have to comply.

Alderman Marchese stated that he liked to see nonconforming signs changed if there is a major alteration to the facility.

Mr. Gombac, Director stated that the language could read any type of exterior renovation. He stated that if the Ordinance is approved that he will send out a letter to every business owner informing them of the changes.

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

Mr. Gombac stated that staff will make the necessary changes and bring it back to the Committee for final review.

E. Lighting Standards: Discussion of lighting standards, City of Darien and Village of Homer Glen. (Committee discussion followed by public comment.)

Mr. Michael Griffith, Senior Planner presented the staff report and stated that this discussion is based on a request by the City Administrator to take a look at what Homer Glen has adopted to regulate more intensive lighting standards.

with PZC 2008-07 is in compliance with the standards of the Darien City Code and move that the Planning/Development Committee recommend to the City Council approval of the petition subject to the following conditions:

- 1. City Clerk certificate to be added to the plat.

Upon voice vote, THE MOTION CARRIED unanimously 2-0.

B. Sign Code: Consideration of an amendment to the Sign Code regarding amortization of legal nonconforming signs, nonconforming sign regulations, landscaping requirements and prohibited and permitted sign types. (Committee discussion followed by public comment)

Mr. Michael Griffith, Senior Planner, presented the staff report and noted that he provided updated language on page 6 of the staff report. He stated that at the last meeting the Committee discussed repealing the amortization requirement, prohibiting pole signs, requiring compliance with the Sign Code with a business name change, in addition to other conditions which trigger compliance and requiring a landscape area at the base of a free-standing sign.

Alderman Poteraske stated that the idea behind the changes is to move towards the standard and not cost the business owner a lot of money or problems associated with amortization.

Mr. Dan Gombac, Director, stated that Alderman McIvor expressed that she is in support of the prepared agenda memo and that she did not want businesses to encounter hardship.

Mr. Griffith reported that a public hearing is not required and that it will be forwarded to the City Council.

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

Alderman Marchese made a motion and it was seconded by Alderman Poteraske to adopt the revisions to the Sign Code as presented.

Upon voice vote, THE MOTION CARRIED unanimously 2-0.

PUBLIC COMMENT:

None.

MINUTES:

Alderman Marchese reported that the May 20, 2008 Meeting Minutes would be approved at the next meeting.

CORRESPONDENCE:

Alderman Marchese reported that he received an email from a resident who was unhappy with his neighbor. Mr. Gombac reported that he would follow-up with staff and contact the resident.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. O-29-08

AN ORDINANCE AMENDING TITLE 4-3
OF THE DARIEN CITY CODE (SIGN CODE)

(Text Amendment: Sign Code, nonconforming and pole signs)

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

THIS 7th DAY OF JULY, 2008

Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this 8th
day of July, 2008.

**AN ORDINANCE AMENDING TITLE 4-3
OF THE DARIEN CITY CODE (SIGN CODE)**

(Text Amendment: Sign Code, nonconforming and pole signs)

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 of Darien has adopted a Sign Code which is set forth in Title 4-3 of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Sign Code and make necessary changes thereto; and

WHEREAS, on June 23, 2008, the Planning and Development Committee of the City Council considered text amendments to the said Sign Code and has forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to adopt the text amendments 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: Title 4-3 of the Darien City Code, "Sign Code", is hereby amended:

4-3-6: Definitions:

SIGN, GROUND (MONUMENT): ~~A sign which is supported by uprights or braces or some object on the ground, with no more than three feet (3') of clear space between the bottom of the face of the sign and the grade beneath the sign face. A free-standing sign where the size of the sign support components are not less than seventy-five percent (75%) of the total width of the sign, with no more than three feet (3') of clear space between the bottom of the face of the sign and the grade beneath the sign face.~~

4-3-7(B): Signs Specifically Prohibited:

(B) Signs Specifically Prohibited: All signs not expressly permitted under this sign code are prohibited within the City. The following signs are specifically prohibited in all districts:

1. Projecting *and pole* signs.
2. Pennants, streamers, portable signs, festoon lights or any other attention-getting devices not specifically authorized by the Temporary Sign Regulations as set forth in Section 4-3-8 of this Chapter.
3. Commercial signs not advertising a business conducted or a product sold on the same property as the sign is located except as permitted in this sign code.
4. Signs which contain statements, words, pictures or other depictions of an obscene, indecent or immoral character and which offend public morals or decency.
5. Miscellaneous advertising devices, other than the signs which conform to the provisions of this sign code, or any other provisions of the City Code, shall not be allowed.
6. Signs in conflict with traffic signals, vehicular or pedestrian travel, access to fire hydrants and fire lanes and exists, and other signs which reasonably impede or impair public health, safety and welfare.
7. Signs painted on the walls or windows of any building.
8. Signs on vehicles, boats, trailers in place, other than one sign not larger than two feet (2') by two feet (2'') advertising said vehicle, boat and or trailer for sale or rent.
9. Signs hung across any street or alley.
10. Obsolete signs.
11. Unlawful signs.

4-3-7: GENERAL SIGN REQUIREMENTS:

(G) *Landscaping Requirements: All new ground signs shall be surrounded by a landscaped area. A landscape plan shall be submitted along with the permit application for such signs. The landscape plan shall comply with the following requirements:*

1. *The landscaped area shall be located at the base of the ground sign, consisting of a square, rectangle, oval or circular area, the area of which shall be a minimum of four (4) feet in width on all sides of the sign base.*
2. *The landscape area shall consist of a variety of plant types and species such as ground covers, perennials and low growing shrubs. Sodded or seeded areas shall not be construed as to meet this requirement. The landscaping shall be maintained at all times.*
3. *If the area available on the subject property for the required landscaping is insufficient, the Director may permit the installation of a portion of the required landscaping at an alternate location on the property.*

4-3-10(B)(3): Signs in the Business Districts:

3. ~~Not more than one ground sign per street frontage, provided that no individual business or shopping center utilizing a pole sign as permitted by this sign code shall erect or maintain any ground sign~~ *is permitted.* Manual changeable copy signs not exceeding forty percent (40%) of the sign area may be included on a ground sign, provided that all individual letters shall be uniform in height, style, and color, and provided the message is enclosed in a locking case. The area of a permitted ground sign shall be limited to sixty (60) square feet per side. The highest point on such ground sign shall not exceed twelve feet (12') above grade.

4-3-10-(C)(3): Signs In The Office And The Office Research And Industrial Districts (O And OR&I):

3. ~~Not more than one ground sign per street frontage, provided any premises utilizing a pole sign as permitted by this sign code may erect or maintain a ground sign~~ *is permitted.* The area of a ground sign shall be limited to sixty (60) square feet per side. The highest point on such ground signs shall not exceed six feet (6') above grade.

4-3-11: NONCONFORMING SIGNS:

All signs presently erected and maintained in the City as of the effective date of this sign code, or which shall come to be located within the corporate limits of the City by virtue of any annexation after the effective date, shall be subject to the following regulations:

(A) Legal Signs: All signs existing within the corporate limits of the City as of the effective date of this sign code or which shall become subject to the terms of this sign code by reason of annexation and which shall be in compliance with the regulations set forth herein, shall be considered to be legal signs and shall hereafter be owned, operated and maintained in conformance with the regulations contained herein.

(B) Legal Nonconforming Signs: Any sign which existed lawfully on the effective date of this sign code and which remains or becomes nonconforming by reason of adoption of this sign code or because of subsequent amendments thereto, or which shall become nonconforming by reason of the annexation to the City of the lot or parcel on which said sign is located, shall be considered a legal nonconforming sign and the continuance of such use shall be only as hereinafter permitted:

1. ~~Amortization Period: Fifteen (15) years from and after the effective date of this sign code, all legal nonconforming signs shall be removed and eliminated. Said fifteen (15) year period shall for all purposes be deemed an appropriate amortization period for each and every legal nonconforming sign presently located within the corporate limits of the City or hereinafter located within the City by reason of the annexation into the City of the lot or parcel on which the sign is located.~~

2. ~~A legal nonconforming sign, prior to the exhaustion of the amortization period set forth for in subsection (B)1 of this Section is subject to the following restrictions:~~

(a) Ordinary repairs and maintenance, including the removing and replacing of the outer panels shall be permitted, provided:

- i. *The business name and/or sign copy are not changed, and*
- ii. ~~that a~~*No structural alterations or other work shall appreciably extend the normal life of the legal nonconforming sign.*

(b) *Legal nonconforming signs shall be removed and eliminated when the square footage of the principal structure located on the same property is enlarged or if the exterior façade of said principal structure is altered or renovated.*

- (b) (c) No repair or alteration which increases the size of the legal nonconforming sign shall be permitted. No substitution, through repair or alteration, of any elements of the sign, which causes such sign to be classified as nonconforming, for another such element, shall be permitted.
- (e) (d) No legal nonconforming sign shall be moved in whole or in part to any other location on the same or any other premises unless every portion of such sign is made to conform to all of the regulations of this sign code.
- (e) (e) A legal nonconforming sign which is destroyed or damaged by fire or other casualty or act of God to the extent that the cost of restoration to the condition in which it was before the occurrence shall exceed fifty percent (50%) of the cost of the replacement of the entire sign shall not be restored unless said sign shall conform to all of the regulations of this sign code. In the event that such damage or destruction is less than fifty percent (50%) of the cost of restoration of the sign to the condition in which it was before the occurrence of damage or destruction, no repairs or reconstruction shall be made unless such restoration is started within thirty (30) days from the date of such damage or destruction, and, provided further, that completion is accomplished within three (3) months from the date of such damage or destruction.
- (e) (f) If the restoration is not started within thirty (30) days from the date of such damage or destruction, and diligently prosecuted to completion, the sign shall be removed.
- (f) (g) If a legal nonconforming sign is located on property which is sold, and when the full ownership is transferred by deed, the legal nonconforming sign shall be discontinued at the time of the deed transfer. If ownership of a business changes, which does not affect the ownership of the property in which the business is located, the legal nonconforming sign shall be discontinued.
- (g) (h) If a legal nonconforming sign is abandoned or discontinued for a continuous period of ninety (90) days, it shall not be renewed, and any subsequent sign shall conform to all of the requirements of this sign code.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of July, 2008.

AYES: 7- Avci, Durkin, Galan, Gattuso, Marchese, McIvor, Poteraske

NAYS: 0-NONE

ABSENT: 0-NONE

ORDINANCE NO. O-29-08

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 7th day of July, 2008.

ATTEST:

Kathleen Moesle Weaver
KATHLEEN MOESLE WEAVER, MAYOR

Joanne F. Coleman
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

George A. Depuey Clerk

James B. Murphy
CITY ATTORNEY





DARIEN SIGN CODE

4-3-17: EXISTING SIGNS IN ROUTE 83 CORRIDOR:

For the purposes of this sign code, all signs that are presently existing in the Route 83 Corridor or that have been previously approved for construction prior to the passage of this sign code shall not be affected by the amendments contained herein and shall be considered legal signs.

(A) Legal Nonconforming Signs: Any sign which existed lawfully on the date of the passage of this sign code and which remains or becomes nonconforming by the passage of this sign code or which shall become nonconforming due to annexation to the City, shall be continued only in accordance with the following provisions:

1. Amortization Period: Fifteen (15) years from and after the date of adoption of this sign code all legal nonconforming signs shall be removed and eliminated. Said fifteen (15) year period shall for all practical purposes be deemed an appropriate amortization period for each and every legal nonconforming sign presently located within the corporate limits of the City or hereinafter located therein by reason of annexation into the City of the lot or parcel on which said sign is located.



11/16/2018 00:38



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
THE DARIEN CITY SIGN CODE
SECTION 4-3-17**

(Text Amendment: Amortization of Signs in Rt. 83 Corridor)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 17th DAY OF DECEMBER, 2018

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
17th day of December, 2018.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
THE DARIEN CITY SIGN CODE
SECTION 4-3-17**

(Text Amendment: Amortization of Signs in Rt. 83 Corridor)

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 of Darien has adopted a Sign Code which is set forth in Title 4-3 of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Sign Code and make necessary changes thereto; and

WHEREAS, on November 26, 2018, the Municipal Services Committee of the City Council considered text amendments to the said Sign Code and has forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to adopt the text amendments 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: Title 4-3 of the Darien City Code, “Sign Code”, is hereby amended by

ORDINANCE NO. _____

deleting in its entirety Section 4-3-17 (A) 1 “Amortization Period”.

SECTION 2: Section 4-3-17 (A) 2 is hereby renumbered and codified as Section 4-3-17 (A) 1.

SECTION 3: Section 4-3-17 (A) 2 is hereby renumbered and codified as Section 4-3-17 (A)1 is hereby amended by deleting the first sentence in its entirety and replacing with the following: “Modification: Any legal nonconforming sign may be changed or modified as follows:”

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 17th day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17th day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA MEMO
City Council
Meeting Date: December 17, 2018

ISSUE STATEMENT

Approval of a motion to submit an application to the Planning and Zoning Commission for a zoning text amendment to review, hold a public hearing thereon, and report its findings and recommendations to the Municipal Services Committee and City Council regarding amendments to the OR&I Office, Research and light industry district and the I-1 General Industrial District.

BACKUP

BACKGROUND/HISTORY

At the October 29th, 2018, City Council Goal Setting meeting the Council discussed land use regulation and oversight by City Council. The consensus of the Council was to review the City Code and recommend revisions in land uses with the goal of minimizing uses that may pose a hazard. The City will also review code requirements regarding public notification in the case of an EPA violation.

The attached draft revisions to the zoning ordinance focuses on permitted and special uses in the OR&I Office, Research and light industry District and the I-1 General Industrial District. The changes are shown in the attached draft ordinance, which is our current code with strikeout language recommended to be deleted and highlighted/bold language recommended to be added. In summary, the changes revise prohibited uses/activities and special and permitted uses. The OR&I Office, Research and light industry district includes the new warehouse on Lemont Road, the area at the NE corner of Lemont and Plainfield Road, and Wilmette Ave north of North Frontage Road. The only I-1 district properties are public works facility and Sterling Bay properties.

The City Code states in part: Chapter 5- Planning and Zoning Commission

The Planning and Zoning Commission shall discharge the following duties:

(A) Review all applications for amendments to the zoning ordinance (text or map) and for special uses, hold public hearings thereon, and report its findings and recommendations to the city council;

In this case the City is the petitioner and will submit the required documents to the Planning and Zoning Commission.

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed the proposed zoning text amendment and recommended the item to be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This motion will be on the agenda for the December 17, 2018, City Council meeting for formal consideration.

5A-9-1-1: PROHIBITED USES:  

No lot, parcel, or tract of land, shall be used, and no building or structure shall be erected, altered, or remodeled, for any of the following uses or uses similar thereto: **Chemical processing and manufacture**, abattoirs, arsenals, crematories, creosote treatment or manufacture; fat rendering, fertilizer manufacture; fireworks or explosive manufacture or storage; dumping, reduction or other processing of garbage, dead animals, offal or refuse, except as customarily incidental to a permitted principal use; ore reduction, petroleum processing or refining, pyroxylin manufacture, natural or synthetic rubber, caoutchouc, or gutta percha manufacture or treatment; salt works, sauerkraut manufacture, soap manufacture, smelters; stockyard or slaughter of animals or fowl; tallow, grease or lard manufacture or treatment; tanning, curing or storage of rawhides or skins, tar distillation or manufacture; or cement, concrete or asphaltic concrete mixing plants. (Ord. 0-03-00, 4-3-2000)

5A-9-1-2: PROHIBITED ACTIVITIES:  

No activities involving the storage, utilization or manufacture of materials or products which decompose by detonation shall be permitted except such as are specifically licensed by the City and are used as customarily incidental to the operation of a principal use in such quantities, and in a manner conforming with applicable performance standards set forth in [Chapter 12](#) of this Title. Such materials shall include, but shall not be confined to: all primary explosives, such as lead oxide, lead styphnate, fulminates and tetracene; all high explosives, such as TNT, RDS, HMX, PETN, hand picric acid, propellants and components thereof, such as nitrocellulose, black powder, boron hydrates, hydrazine and its derivatives; pyrotechnics and fireworks, such as magnesium powder, potassium chlorate and potassium nitrate, blasting explosives, such as dynamite and nitroglycerine; blasting explosives, such as acetylides, tetraxoles, perchloric acid, perchlorates, chlorates, hydrogen peroxide in concentrations greater than thirty five percent (35%); and nuclear fuels, fissionable materials and products and reactor elements, such as uranium 235 and plutonium. **Wholesale warehousing including those facilities that treat, store or dispose of hazardous wastes and are required to obtain a Resource Conservation and Recovery Act RCRA permit or Businesses required to complete Tier II reports required by the Federal EPCRA (Emergency Planning and Community Right to Know Act) or TRI (Toxic Release Inventory) reporting about the storage, manufacture, processing, use or release of hazardous and toxic materials**

(Ord. 0-03-00, 4-3-2000);

5A-9-3: OR&I OFFICE, RESEARCH AND LIGHT INDUSTRY DISTRICT:  **5A-9-3-1: INTENT:**  

The OR&I Office, Research and Light Industry District is intended to provide an environment suitable for and limited to research and development activities for **pharmaceutical, software or high technology products**, ~~engineering and testing activities,~~ and related operations, office uses, and warehousing ~~and also limited manufacturing uses~~ that will not have an adverse effect upon the environmental quality of the community

No OR&I District shall be established by any new regulation unless the proposed new district area, by itself or in conjunction with any contiguous territory which either lies within the City and is already zoned OR&I or which lies within an adjacent municipality and is in a similar zoning classification, is at least six (6) acres. (Ord. 0-03-00, 4-3-2000)

5A-9-3-3: PERMITTED USES:

No building, structure, or land shall be used and no building or structure shall be erected, altered, or enlarged which is arranged, intended, or designed for other than one of the following uses:

- (A) Laboratories, offices, and other facilities for research and development including ~~basic, applied, development, and technical services conducted by or for any individual, organization, or concern, whether public or private.~~ **pharmaceutical, software or high technology products**
- (B) ~~Production of prototype products when limited to the scale reasonably necessary for full investigation of the merits of a product, including commercial viability.~~
- (C) ~~Pilot plants in which processes planned for use in production elsewhere can be tested to the extent reasonably necessary for full investigation of the merits of a product or process including commercial viability.~~
- (D) ~~Engineering and testing laboratories and offices.~~
- (E) Offices, business or professional.
- (F) Clinics, medical and dental.
- (G) Banks and financial institutions.
- (H) ~~Light industrial activities, including, but not limited to, electronic and scientific precision instruments manufacture, cloth products manufacture, light machinery production and assembly, printing and publishing.~~
- (I) ~~Warehouses, wholesale and storage facilities, but excluding motor freight terminals.~~

(J) Civic buildings.

(K) Auxiliary retail and services.

(Ord. 0-03-00, 4-3-2000)

5A-9-3-4: SPECIAL USES:  

The following special uses may be permitted in specific situations in accordance with the procedures outlined in section [5A-2-2-6](#) of this title, as appropriate:

Brewing facilities, as defined in section [3-3-7-14](#), "Class N License", of this code.

Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding.

Height limit increases as specified in subsection [5A-9-3-9\(A\)](#) of this chapter.

Planned unit developments (in accordance with the requirements of [chapter 3](#) of this title). The primary use within a planned unit development shall be one or more of the principal permitted uses, and may include any of the following uses:

Commercial services, business support services, motorist services, and employee services **and ancillary warehouse storage of their products.**

Cultural and recreational facilities, churches, auditoriums, and public gathering places.

Educational facilities.

Health clubs.

Kennels, indoor boarding only.

Restaurants.

Public and private utility facilities.

Wholesale warehouse facility.

(Ord. 0-03-00, 4-3-2000; amd. Ord. 0-04-02, 2-4-2002; Ord. 0-32-14, 11-3-2014; Ord. 0-02-16, 1-18-2016)

5A-9-3-5: REQUIRED CONDITIONS:  

The following conditions shall be required:

(A) No product shall be produced on the premises in a pilot plant primarily for sale either directly or indirectly, except with respect to such products, which, by their character, require production within a research and development environment.

(B) Auxiliary retail and services shall be incidental to the principal uses and shall be for the convenience of the tenants and employees of the building, structure or district in which located. These uses shall be conducted wholly within a building or structure and there shall be no exterior display of the auxiliary function.

(C) Outside storage is not allowed.

(D) Wholesale warehouse facilities are intended for storage of products and materials, excluding those facilities that that treat, store or dispose of hazardous wastes and are required to obtain a Resource Conservation and Recovery Act RCRA permit or Businesses required to complete Tier II reports required by the Federal EPCRA (Emergency Planning and Community Right to Know Act) or TRI (Toxic Release Inventory) reporting about the storage, manufacture, processing, use or release of hazardous and toxic materials

(Ord. 0-03-00, 4-3-2000)

5A-9-4: I-1 GENERAL INDUSTRIAL DISTRICT:

5A-9-4-1: INTENT:

The I-1 industrial district is intended to accommodate those **light** industrial activities which are most appropriate when remote from residential and commercial development.

No I-1 district shall be established by any new regulation unless the proposed new district area, by itself or in conjunction with any contiguous territory which either lies within the city and is already zoned I-1, or which lies within an adjacent municipality and is in a similar zoning classification, is at least ten (10) acres. (Ord. 0-03-00, 4-3-2000)

5A-9-4-3: PERMITTED USES:

No building, structure, or land shall be used and no building or structure shall be erected, altered, or enlarged, which is arranged, intended, or designed for other than one of the following uses:

All uses permitted in the OR&I Office, Research and Light Industry District

~~Abrasive manufacture.~~

Bakeries.

Banks and financial institutions.

Bottling companies.

~~Brick and structural clay products manufacture.~~

Building materials and product sales and storage.

Cartage and express facilities.

Civic buildings.

Contractor and construction offices, shops, and yards.

~~Dairy products processing.~~

~~Dry cleaning establishments and laundries.~~

~~Electronic and scientific precision instruments manufacture.~~

~~Electroplating.~~

~~Fuel and ice sales.~~

~~Furniture, bedding, and carpet manufacture.~~

~~General manufacturing and wholesaling.~~

Glass products production and sales.

~~Heavy machinery production.~~

~~Light machinery production.~~

Lithographing.

Machine shops.

~~Metal stamping.~~

Newspaper publishing.

Parking lots and garages.

~~Pottery and ceramics manufacture.~~

Printing and publishing establishments.

~~Radio and television stations and studios.~~

Schools, vocational or trade.

Semitruck, semitrailer and bus sales lot.

~~Stone products manufacture.~~

~~Warehousing, storage (including ministorage) and distribution facilities.~~

~~Wearing apparel manufacture.~~

Woodworking. (Ord. 0-03-00, 4-3-2000; amd. Ord. 0-34-10, 12-20-2010)

5A-9-4-4: SPECIAL USES:

The following special uses may be permitted in specific situations in accordance with the procedures outlined in section [5A-2-2-6](#) of this title:

Accessory outdoor storage (in compliance with section [5A-9-1-3](#) of this chapter).

~~Airports and heliports.~~

Automobile service stations, repair facilities, and car washes used in conjunction with an automobile service station.

Car wash, user operated (as a principal use).

Car washes, drive-through (as a principal use).

~~Chemical processing and manufacture.~~

Eating and drinking establishments.

~~Food manufacture, packaging and processing.~~

~~Freight terminals.~~

Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding.

~~Grain storage and processing.~~

Laboratories, offices, and other facilities for research and development including basic, applied, development, and technical services conducted by or for any individual,

organization, or concern, whether public or private, excluding chemical research and development

Landfills.

Medical cannabis cultivation centers as defined in 410 Illinois Compiled Statutes 130/10(e) and subject to the distance requirements set forth in 410 Illinois Compiled Statutes 130/105.

Medical cannabis dispensing organization as defined in 410 Illinois Compiled Statutes 130/10(o) and subject to the distance requirements set forth in 410 Illinois Compiled Statutes 130/130.

~~Paper products manufacture.~~

Planned unit developments (in accordance with the requirements of [chapter 3](#) of this title).

Public and private utility facilities.

Recreation and social facilities.

Solar energy systems, large ground arrays.

Stadiums, auditoriums and arenas. (Ord. 0-03-00, 4-3-2000; amd. Ord. 0-13-14, 5-5-2014; Ord. 0-03-18, 2-5-2018)

5A-12-4-8: REGISTER OF POLLUTANTS:

It shall be unlawful for any person to install, erect, construct, reconstruct, alter or add to, or cause to be installed, erected, constructed, reconstructed, altered or added to, any fuel burning, combustion or process equipment or device or any equipment pertaining thereto, or any stack or chimney connected therewith, within the City excepting domestic heating plants, domestic refuse-burning equipment, locomotives and internal combustion engines, in the City, until there has been filed in duplicate by the owner, contractor, installer or other person, or his agent with the City, an application for a permit accompanied by a complete listing of emissions into the atmosphere that result from the operation of the aforesaid equipment or processes, both as to kind and quantity and, in addition thereto a listing of the type and capacity of the equipment used for the collection, absorption, or suppression of each and an estimate of its efficiency, and until a permit therefor has been granted by the corporate authorities of the City. Said submitted register of pollutants, **and compliance with all Federal, State, and local environmental laws**, shall be accompanied by an affidavit, **or other proof of compliance as required by the City**, of a qualified person stating that it is complete and correct and that the proper operation of the plant or process, as designed, will not result in any violation of this Title. (Ord. 0-03-00, 4-3-2000)

AGENDA MEMO
City Council
December 17, 2018

ISSUE STATEMENT

A resolution authorizing the purchase of one new enclosed trailer, Model No. RC Trailer, from A&W Auto Truck & Trailer in the amount of \$9,739.00.

RESOLUTION

BACKGROUND/HISTORY

The existing trailer is utilized to haul lawn mowers and landscape equipment to various sites throughout town. Staff estimates that the trailer is approximately 20-25 years in age with no records on file. The new trailer would be a double axel enclosed trailer.

Staff had requested competitive quotes for the trailer and received three. Below, please find the results of the competitive quotes for the trailer.

VENDOR	COST
A &W Auto Truck & Trailer	\$ 9,739.00
Morris Trailer Sales	\$ 9,962.00
Advantage Trailer	\$ 11,000.00

The FY18/19 budget included funding for the proposed trailer and would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 18-19 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	Capital Projects Equipment-Enclosed Trailer	\$ 4,000.00	\$ 4,869.50	-\$ 869.50
02-50-4815	Capital Projects Equipment-Enclosed Trailer	\$ 4,000.00	\$ 4,869.50	-\$ 869.50
Totals		\$ 8,000.00	\$ 9,739.00	* -\$ 1,739.00

***The shortfall, in the amount of \$1,739.00 will be realized through the savings of the various equipment purchased to date.**

MUNICIPAL SERVICES RECOMMENDATION

The Municipal Services Committee due to timing of meetings has not reviewed this item. Staff was recently informed that a price increase of up to 5% tariff tax might take effect on January 1, 2019. Staff recommends approval of a resolution authorizing the purchase of one (1) new trailer, Model No. RC Trailer, from A&W Truck and Trailer in the amount of \$9,739.00.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the December 17, 2018 City Council agenda, New Business, for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW
ENCLOSED TRAILER-MODEL NO. RC TRAILER, FROM A&W AUTO TRUCK &
TRAILER IN THE AMOUNT \$9,739.00.**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from A&W Truck & Trailer for the purchase of one new Enclosed Trailer-Model No. RC Trailer, in the amount \$9,739.00, copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 17th day of December, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 17^h day of December, 2018.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



ORDER / QUOTE

CUSTOMER: CITY OF DARIEN
 1702 PLAINFIELD RD
 DARIEN, IL. 60561
 FAX# 630-887-0091

Date: 11-2-2018
 P.O. # _____

Serial #: _____
 RC TRAILER

NO. _____

A&W
Auto Truck
& Trailer

17W411 North Frontage Road
 Darien, IL 60561

(630) 964-8897
 (800) 258-6408
 Fax (630) 964-4644

STANDARDS:

MODEL #	RTT8.524TA4 CARGO	
Axle	2-60000# 22 1/2 UP	INC
Brakes	ELECTRIC, ALL	INC
Hitch	EXTENDED, ADJ. 2 5/16	INC
Jack	STANDARD W/FOOT	STD
Tires	ST23580R16, 10PLY	STD
Wheels	8-BOLT GREY MOD	STD
Frame	6" 7GA HD MAIN FRAME	STD
Floor	3/4" ADVANTECH	STD
CXM's	12" ON CTR	STD
Sidewall	3/8" PLYWOOD 16, WP	STD
Side Door	36" OR 48" CURBSIDE	INC
Rear Door	HD RAMP DOOR	INC
Rear Ramps	DOVETAIL	INC
Color Body	.030 WHITE	N/C
Wrap & Cap	WHITE	N/C
Inside Height	6-FT 6-INCHES	STD
Inside Length	24 FT	STD
	ATP STONE GUARD	STD
	2-ROOF VENTS	STD

1.	2 -SIDE VENTS	STD
2.	8- FLUSH "D" RINGS, 4EA SIDE	STD
3.	STEP WELL @ SIDEDOOR	
4.	ORIGINAL QUOTE	8060.00
5.	+5% SURCHARGE 4/18 =	8435.00
6.	ADDED TO ORIGINAL QUOTE	
7.	+8% SURCHARGE 10/18 =	9109.00
8.	SURCHARGE'S ARE DUE TO	
9.	STEEL INCREASES AND TARIFFS	
10.		
11.		
12.	BOGEY WHEEL CASTERS, REAR	\$145.00
13.	4 E-TRACK SHELF STANDARDS	\$320.00
14.		
15.		
16.		
17.		
18.		
19.		
20.		
	TOTAL	9574.00

TRAILER PRINT NEEDED

YES

NO

Sales Tax	EXEMPT	
License & Title	"M" PLATE	10.00 95.00
Doc. Fee	35.00 ELECT FILING	25.00
TOTAL		\$9,739.00

APPROVED: _____ DATE: _____

MORRIS TRAILER SALES, INC.
 1805 Ashley Road Morris, IL 60450
 (815) 941-2800
 (815) 941-2628
 (815) 941-2863

www.morristrailer.com
 sriebot@msr.com
 trailersalesinc@sbcglobal.net
 brmorristrailer@yahoo.com
 ms@morristrailer.com

PURCHASE AGREEMENT
 Office (815) 513-3988 Fax (815) 941-4455

CUSTOMER
 EMAIL

SUBJECT TO THE TERMS AND CONDITIONS STATED ON BOTH SIDES OF THIS AGREEMENT.
 SELLER AGREES TO SELL AND THE BUYER AGREES TO BUY THE FOLLOWING DESCRIBED PROPERTY.

SOLD TO: CITY OF DARIEN HOME PHONE: (630) 501-0091 BUS PHONE: DATE: 11-6-18
 ADDRESS: 1702 PLAINFIELD RD. CITY: DARIEN, IL ZIP: 60561
 SALES PERSON: JIM COLOR: WHITE DELIVERY INSTRUCTIONS: NEW USED
 MAKE OF TRAILER: American built YEAR: 2014 MODEL: A-2002 SERIAL NO: 144

OPTIONAL EQUIPMENT / ACCESSORIES	AMOUNT
2 6000# DEXTEL TORSION AXLES ST23580016 8 LUGS "BUILD STREET ATTACHED"	
PICK-UP MORRIS, IL	

TOTAL PURCHASE ABOVE	\$9312.00
OPTIONAL EQUIPMENT / ACCESSORIES	
DEALER FEE	120.00
<input type="checkbox"/> CPU \$1200	
FOOT FREIGHT	420.00
SOME TRAILERS FRT. MAY BE HIGHER	
SUB-TOTAL	\$9852.00
TOTAL TRADE-IN ALLOWANCE	
LESS BALANCE DUE ON ABOVE	
NET ALLOWANCE	
NET SALE	\$9852.00
SALES TAX	0.00
IL. TITLE - REGISTRATION	110.00
IL. PLATE FEE COST CHANGES BY WEIGHT AND DATE	
OUT OF STATE DRIVEAWAY PLATE	
CASH SALE PRICE	\$9962.00
LESS TOTAL PAYMENTS	
C.C. SERVICE FEE MAY APPLY	
UNPAID BALANCE OF CASH SALE PRICE	\$

Morris Trailer Sales, Inc.
 www.morristrailer.com
 trailersalesinc@sbcglobal.net
 1805 ASHLEY ROAD, BLDG B
 MORRIS, ILLINOIS 60450

IL. TI (815) 592-1478 • Fax (815) 941-4455
 New • Used • Buy • Sell • Trade JIM VITEK

DESCRIPTION OF TRADE - IN			
TRAILER MAKE	YEAR	SIZE	SERIAL NO.
AMOUNT OWING	TO WHOM		
TOTAL TRADE - IN ALLOWANCES	\$		
TRADE - IN DEBT TO BE PAID BY	<input type="checkbox"/> DEALER <input type="checkbox"/> CUSTOMER		

TITLE TO THE ABOVE DESCRIBED EQUIPMENT SHALL BE TRANSFERRED TO BUYER WHEN BUYER HAS MADE PAYMENT IN FULL FOR THE EQUIPMENT.
 THE PARTIES TO THIS AGREEMENT ARE AWARE THAT THE TRADE - IN ALLOWANCE OR THE PURCHASE PRICE SHOWN ABOVE MAY REQUIRE ADJUSTMENTS PURSUANT TO THE PROVISIONS OF PARAGRAPHS 5, 6, 7, AND 11 OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT.

Buyer certifies that he / she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.
 Buyer certifies the following: 1) he / she is of legal age to enter into this Agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade - in is free from all liens and encumbrances other than those listed herein.
 Buyer agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.

I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT I, OR WE HAVE READ THE BACK OF THIS AGREEMENT.
 I, OR WE, ALSO AGREE THAT THE BALANCE WILL BE PAID BY CASH, BANK DRAFT, CERTIFIED CHECK, OR BY THE EXECUTION OF A RETAIL INSTALLMENT CONTRACT, OR A SECURITY AGREEMENT AND ITS ACCEPTANCE BY A FINANCING AGENCY.

WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER.

SPECIAL TERMS AND CONDITIONS
SPARE TIRE NOT INCLUDED, TICKET NUMBER NEEDED FOR ALL PARTS, IL. TIRE USER FEE \$3

BUYER

DEALER
 Not Valid Unless Signed and Accepted by an Officer of the Company



Order/Quote # 4250

Dealer: Morris Trailer Sales Inc

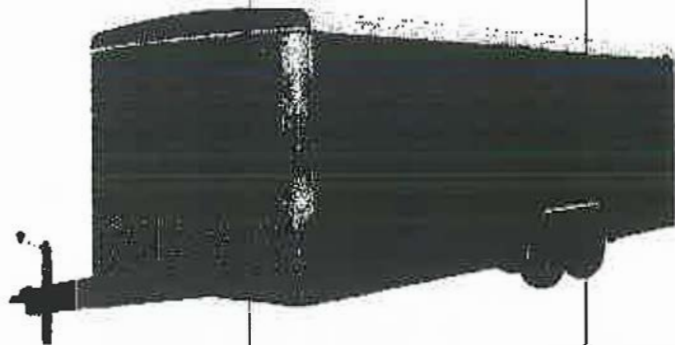
Order Date: Tue, Nov 6, 2018

1805 ASHLEY ROAD, BUILDING B
MORRIS, IL 60450
Phone: (815) 941-2800
Email: susboat@men.com

Quote Name: City of Darien
Estimated Delivery: 4-6 weeks

Model Base
AFX8524TA4, Torsion Axles, Double Rear Doors
Tandem Trailer

Color
Single / Front Color: Black



**Steel Falcon XC
Base Standards**

Spring Axles	
Double Rear Doors	
1 Piece Aluminum Roof	
.060 Roof Cove	
3/8" Walls	
36" Side Door	
3/4" Floor	
Aluminum fenders	
Radiat Tire	
ATP Stone Guard	
Double Sealed Doors	
Door Hold Backs on all Doors	
Armguard	
Z-Tech Undercoating	
LED Clearance & Tail Lights	

Build Summary

Base Price	\$7,924
Options Total	\$1,388
Surcharge	\$0
Subtotal	\$9,312
Freight	\$0.00
Tax	\$0.00
Miscellaneous	\$0.00
Discount	\$0.00
Total	\$9,312.00

Model Options

QTY	DESCRIPTION	UNIT PRICE	TOTAL
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CEILING - ROOF VENTS OPTIONS

230	Roof Vent with Screen (Non-Powered)	1	\$48	\$48
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WALLS - E-TRACK/TIE DOWNS OPTIONS

242	Recessed Steel Wall Mount E-Track - LF	12	\$15	\$180
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FRAME - PROTECTION OPTIONS

424	Bogey Wheels, 9 1/2" Wide On Rear of Trailer (Steel Trailers Only) - PR	1	\$108	\$108
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PACKAGES - WORK OPTIONS

509	Bronze Package	1	\$908	\$908
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Heavy Duty Ramp Door W/Spring & Flap (4600#)
(+5" Extra Height For 7' Wide Units)
6 Hole Adjustable Plate For Coupler
(2) Side Wall Air Scoop Vents
(1) Non-Powered Roof Vent
12" On Center Floor
(8) 1200# Recessed D-Rings On Walls 20" Above Finished Floor
(2) 12V LED Dome Lights Ceiling



Order/Quote # 4250

Base Features

Standard Rear Configuration	Double Rear Doors
Barn Door Width Opening	7' 4"
Barn Door Height	5' 8"
Ramp Door Width	7' 6"
Ramp Door Height	5' 10"
Ramp Door Height w/Beavertail	6' 3"
Interior Length	24' 5"
Interior Width	6'
Interior Height	6' 8"
Overall Length	27' 10"
Overall Width	8' 6"
Overall Height	8' 7"
Side Door	55" Side Door
Side Door Width	3'
Side Door Height	6'
Hitch Weight	390
Hitch Height	22
Ball Size	2 5/16"
Platform Height	24.00
Brakes	Electric
Tires	ST235/80R16/E
Wheels	16X6 8 H K
Floor (Material Type)	3/4"
Side Walls (Material Type)	3/8"
Axle Type	Torsion Axles
Frame	8" Beam
Gross Axle Weight Rating	12000
Curb Weight	3900
Payload Capacity	8100
Roof Center	18"
Wall Center	18"
Floor Center	18"

- (2) 12V Wall Switches
- 60" Triple Tube Tongue
- 24" ATP Stoneguard
- 3/4" Klokplate 12" high On Side Walls
- 12" ATP On Floor At Rear Of Trailer

ID	OPTION	QTY	PRICE	TOTAL
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FLOORING UPGRADES OPTIONS

647	Upgrade to 3/4" Dry Max Floor ILO 3/4" Painted Ply Floor - LF	24	\$6	\$144
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AXLE - OPTIONS OPTIONS

675	22.5 Degree Up Turn Axles (Lowered Unit 1")	1	\$0	\$0
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All dimensions are providing general proximity.
All dimensions are approximate.



110 East North Avenue, Carol Stream, IL 60108 Toll Free 800-832-6331 ph. (630) 580-5840 fx (630) 580-5843

2018 MTI 8.5' Wide Round Top Cargo Trailer

Model	Description	MSRP
8.5X24TA3	8.5 x 24 TA3 MTT (Torsion Axle)	\$7,861

Exterior Color: White

SELECTED OPTIONS

Option Code	Description	Unit Price	Unit of Measure	Quantity	Extended Price
3.03	6,000 lb. Tandem Axles -- In Place of 5,200 lb Tandem Axles	\$1,120	set (2)	1	\$1,120
6.24	Crossmembers - Additional for 16" or 12" On Center -- MXS Stecker E 12" on center floor cross members	\$21	ea.	12	\$252
2.13	Add 12 in height [8" and 8.5' Wide Units]	\$17	LF	24	\$408
15.35	Salem Sidewall Vent	\$63	ea.	2	\$126
15.32	Roof Vent - Non-Powered 14" x 14"	\$42	ea.	1	\$42
18.04	Ramp Door with Beavertail (4) D-Rings (1) Roof Vent	\$560	ea.	1	\$560
2.13	D-Ring - 5,000 lb. Heavy Duty Enter. Option Code: 7, 8, Below	\$17	ea.	4	\$68
8.32	Bogey Wheels - Casters Under Rear	\$140	pr.	1	\$140
5.01	2-5/16" Adjustable/Removable	\$154	ea.	1	\$154
7.15	E-Track - Recessed In Floor or Walls track shelf bracket	\$7	ft.	8	\$56
Custom 1		\$6	ea.	4	\$25

custom surcharge \$664 ea. 1 \$664

Quoted: 11/9/2018
Customer
City Of Darden
Phone: FAX 630-514-3755
Email:

Sales Consultant
Brian Simandl
630-580-5840 ext. 113

BASE PRICE	\$7,861
OPTIONS TOTAL	\$3,815
TRAILER TOTAL	\$11,676
FREIGHT	\$325
SETUP	\$0
DOC FEE	\$68
DISCOUNT	\$1,177
SUB-TOTAL	\$10,892
TAX (0.0%)	\$0
LICENSE & TITLE	\$108
TOTAL	\$11,000
DEPOSIT	\$0
BALANCE DUE	\$11,000

Advantage Trailers Date Purchaser

*** Custom sizes and configurations available on request. ***

Specifications and Pricing subject to change without notice. Quote valid for 30 days. Subject to acceptance by Advantage Trailers.



110 East North Avenue, Carol Stream, IL 60138 Toll Free 800-632-3331 Ph. (630) 580-5840 Fax (630) 580-5843

2018 MTI 8.5' Wide Round Top Cargo Trailer

Model	Description	M.S.R.P.
8.5X24TA3	8.5 x 24 TA3 MTT (Torsion Axle)	\$7,861

Exterior Color: White

SELECTED OPTIONS

Option Code	Description	Unit Price	Unit of Measure	Quantity	Extended Price
3.03	8,000 lb. Tandem Axles -- In Place of 5,200 lb Tandem Axles	\$1,120	set (2)	1	\$1,120
6.24	Crossmembers - Additional for 16" or 12" On Center -- MXS Slacker E 12" on center floor cross members	\$21	ea.	12	\$252
2.13	Add 12 in height (8' and 8.5' Wide Units)	\$17	L,F	24	\$408
15.35	Salem Sidewall Vent	\$63	ea.	2	\$126
15.32	Roof Vent - Non-Powered 14" x 14"	\$42	ea.	1	\$42
18.04	Ramp Door with Beaverfall (4) D-Rings (1) Roof Vent	\$560	ea.	1	\$560
7.99	D-Rings - 5,000 lb. Heavy Duty Enter. Option Code 7.99 Below	\$17	ea.	4	\$68
8.32	Bogey Wheels - Casters Under Roar	\$140	pr.	1	\$140
5.01	2-5/16" Adjustable/Removable	\$154	ea.	1	\$154
7.15	E-Track - Recessed In Floor or Walls	\$7	ft.	8	\$56
Custom1	track shelf bracket	\$8	ea.	4	\$25

Custom surcharge

\$864

ea.

1

\$864

<p>Quoted: 11/9/2018 Customer</p>
<p>City Of Darien</p>
<p>Phone: FAX 630-514-3755</p>
<p>Email:</p>
<p>Sales Consultant Brian Simandl 630-580-5840 ext 113</p>

BASE PRICE	\$7,861
OPTIONS TOTAL	\$3,815
TRAILER TOTAL	\$11,876
FREIGHT	\$325
SETUP	\$0
DOC FEE	\$68
DISCOUNT	\$1,177
SUB-TOTAL	\$10,892
TAX (0.0%)	\$0
LICENSE & TITLE	\$108
TOTAL	\$11,000
DEPOSIT	\$0
BALANCE DUE	\$11,000

Advantage Trailers

Date

Purchaser

Spa

*** Custom sizes and configurations available on request. ***

Specifications and Pricing subject to change without notice. Quote valid for 30 days. Subject to acceptance by Advantage Trailers.

EQUIPMENT PURCHASE REQUEST

\$1,000.00 up to \$5,000.00

ITEM REQUESTED

Brief Description of Item:

TANDEM Axle Enclosed Trailer
for Lawnscape/Mowing - 24 ft

Budgeted Item?

YES NO

(If no, please describe the need)

* DUE TO RECENT TANDEM'S STEEL PRICES *
HAVE GONE UP SEVERAL TIMES SINCE
WE RECEIVED BUDGET QUOTE LAST WINTER

* OVER BUDGET DUE TO THIS *
ACCOUNT TO BE CHARGED AGAINST

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 18-19 BUDGET AMOUNT	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE
01-30-4815		Capital Projects	\$4,400.00	<input checked="" type="checkbox"/>	\$4,869.50
02-50-4815		Capital Purchases	\$4,500.00	<input checked="" type="checkbox"/>	\$4,869.50
TOTAL PROPOSED EXPENDITURE					\$9,739.00

QUOTES

Quotes Attached?

YES NO

(If no, please describe why quotes were unavailable)

Awarded Vendor	VENDOR / MODEL NUMBER / DESCRIPTION	PRICE QUOTED
<input checked="" type="checkbox"/>	A&W Auto Truck & Trailer	\$ 9,739.00
<input type="checkbox"/>	Monroe Trailer & Equip, Inc.	\$ 9,962.00
	Horvath Trailers	\$ 11,000.00

AUTHORIZATIONS

	Signatures:	Date:
Requested by:		
Supervisor Approval:		
Department Head Approval:		
City Administrator Approval:		

For Copy Comment

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014