

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
September 3, 2013
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [August 19, 2013](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [13-14-08](#)
 - B. Monthly Report — [July 2013](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion [Granting a Waiver of the \\$50.00 a Day Fee for the class "J" Temporary Liquor License for Our Lady of Peace Home & School Association](#)
 - B. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2013-05: [8691 Wood Vale Drive](#))
 - C. Consideration of a Motion to Approve an Ordinance Approving [a Special Use and Variation to the Darien Zoning Ordinance for the Construction of a Transmitting Tower \(PZC 2013-04: 1041 S. Frontage Road, Darien Municipal Services\)](#)
 - D. Consideration of a Motion to Approve [a Resolution Accepting a Proposal from Associated Technical Services, Ltd. for 2 \(two\) FCS Model S-30 Ultrasonic Leak Surveyor Units](#) in an Amount not to Exceed \$9,100.00
 - E. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement with the County of DuPage for a Temporary Easement at 7515 South Cass Avenue-Heritage Plaza](#) for the 75th Street and Cass Avenue Reconstruction Project
 - F. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#) (Vehicles, Coach Lights, and Light Poles)
 - G. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of Darien and the Darien Park District for Rock Salt](#)
 - H. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of Darien and Center Cass School District #66 for Rock Salt](#)
 - I. Consideration of a Motion to Approve a [Resolution Accepting the Unit Price Proposal from The Fields on Caton Farm, Inc. for the Purchase and Installation of the 50/50 Parkway Tree Program and the Planting of Various Parkway Trees](#) in an Amount not to Exceed \$28,795.00
 - J. Consideration of a Motion to Approve [a Resolution Accepting a Proposal from Corpro Companies, Inc. for the Removal and Replacement of the Cathodic Protection System](#) for the Water Plant Located at 67th Street and Wilmette Avenue in an Amount

not to Exceed \$22,500.00

- K. Consideration of a Motion to Approve [a Resolution Accepting a Quote from Advanced Automation and Controls Inc](#) for a Radio Communications System in an Amount not to Exceed \$19,660.00
17. New Business
- A. Consideration of a Motion to Approve an Ordinance Approving a Special Use to the Darien Zoning Ordinance for an Eating And Drinking Establishment (PZC 2013-06: [Dotty's Brookhaven Plaza, 7516 Cass Avenue](#))
 - B. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-8 of the City Code \(Increasing the Number of Class H Liquor Licenses from 1 to 2\)](#)
 - C. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-4 of the City Code \(Increasing the Number of Class D Liquor Licenses from Eight to Nine\)](#)
 - D. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-1 of the Darien City Code \(Increasing the Number of Class A Liquor Licenses from Ten to Eleven\)](#)
 - E. Consideration of a Motion to Approve [a Resolution Authorizing the City Administrator to Construct a Tower of Up to 300 Feet, or the Most Allowed by the FAA, on the Property At 1041 S. Frontage Road](#) to Provide Rental Revenues and Capital Projects for the City of Darien
 - F. Consideration of a Motion to Approve [a Resolution Authorizing the Purchase of a TI Training Use of Force Simulator RULETC](#) In the Amount of \$18,950.00
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE AUGUST 19, 2013 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:25 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

AUGUST 19, 2013

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Scott Coren, Assistant City Administrator
Daniel Gombac, Director of Municipal Services
Ernest Brown, Police Chief

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

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

There were none.

6. **APPROVAL OF MINUTES** – August 5, 2013

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve the minutes of the City Council Meeting of August 5, 2013, as amended during the Work Session to add language regarding the cell tower lease; the tower will be constructed at the Public Works facility.

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

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from Charlene Kugland of the 1500 block of 71st Street regarding a utility company issue. The situation was rectified by Director Gombac.

Alderman McIvor received an invitation from Patrick Donaldson to the Aurora Sportsman's Club. She thanked Mr. Donaldson and his wife for the educational experience on gun ownership.

Alderman Beilke received a complaint regarding a white van with flat tires that has been parked near Teddy's Red Hots since January. She forwarded the complaint to Chief Brown.

8. **MAYOR'S REPORT**

A. CERTIFICATE OF RECOGNITION – DHARA PUVAR

Mayor Weaver presented Dhara Puvar with a certificate in recognition of her achievement for being one of the top 2% students in a class of 650 at Downers Grove South High School.

Ms. Puvar expressed gratitude for the recognition; she stated she will be attending Loyola University where she will major in psychology.

B. DARIEN CHAMBER OF COMMERCE UPDATE

Clare Bongiovanni provided a report as follows:

- The Shop Local Shop Darien Campaign has been very successful with the following participating Chamber businesses: Aodake Sushi & Steak House, Chuck's Southern Comforts Café, Home Run Inn, Jet's Pizza, Q Bar & Grill, Zazzo's Pizza, Culvers, LaNotte Due, B&R Dentist, Carefree Carmelite Village, the Goddard School, and Goers Dental.
- Hot Deals may be found at www.darienchamber.com.
- Shop Local Shop Darien Preferred Cards are available at City Hall for \$5.
- The 26th DarienFest will be held from September 6 through September 8.
- Wild Orchid Salon will host a Ribbon Cutting Ceremony on September 12 at 5:00 p.m.
- Darien Chamber of Commerce will be participating in the Darien Town Hall Meeting at Carriage Green Country Club on Thursday, September 26, 2013 at 7:00 p.m.

Clare Bongiovanni introduced Chris Reum, General Manager of Q Bar & Grill.

Chris Reum advised that he is the manager of Q Bar & Grill. He noted that the establishment has been remodeled and the name changed to move away from the billiard parlor aspect and turn the restaurant into a family friendly venue with entertainment. Mr. Reum is looking forward to a final decision on video gaming in Darien, and has not yet heard from the State regarding the license.

Ms. Bongiovanni introduced Shawn Lamb.

Shawn Lamb, bargaining member of the Darien-Woodridge Firefighters Local 3437 announced a 5K Walk which is scheduled for September 28, 2013 at Oldfield Oaks Forest Preserve in Meyers Woods Park to benefit St. Jude Children's Research Hospital. Mr. Lamb spoke of the premier cancer care provided at St. Jude and noted that \$.81 of every dollar raised goes to the children. There will be food, activities for children, and giveaways; residents interested in volunteering for the event are welcome. For further information and registration, the website is www.StJudeEvents.org/3437. A discussion took place regarding banners and signs to publicize the event.

9. **CITY CLERK'S REPORT**

Clerk Ragona announced city offices will be closed on Monday, September 2, 2013 in observance of the Labor Day Holiday; the next City Council meeting is scheduled for Tuesday, September 3, 2013.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana provided a brief history and update on the video gaming ordinance which was adopted by the City Council on March 4, 2013 in order to accommodate the very lengthy State License application process. He noted that at that time, staff was directed to survey other communities to determine if there was a correlation between video gaming and increased criminal activities. He noted that the city received very little feedback on the video gaming survey. Administrator Vana advised that in order to attempt to achieve more input from the community, a simplified survey will go out on Direct Connect. He advised that Q Bar, Carriage Greens, Chuck's Southern Comforts Café and La Note have applied for video gaming licenses; and the city has received two requests for the creation of liquor licenses.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown provided an overview of the results of the video gaming survey of other communities. The survey results showed no increase in police calls, criminal activities, vehicle or pedestrian traffic, and/or complaints, with one community reporting higher than anticipated revenues. Chief Brown will conduct an additional survey of Countryside, Oak Lawn, and Brookfield. Alderman Marchese suggested that the survey results be reviewed during the Goal Setting Session.

Director Gombac provided a detailed report on the current status of Emerald Ash Borer inspections, treatments, tree removal and costs. He noted that if all the trees are removed in fiscal year ending 2014, there will be a budget shortfall of \$32,000. In an attempt to remain within budget, he is in the process of obtaining an expert opinion on the feasibility and safety of completing the project next year. He added that the treatment appears to be working. In response to Treasurer Coren's inquiry, Director Gombac advised that due to the cool summer, treatment may continue longer than the anticipated cut off of August.

In response to Alderman Seifert, Director Gombac advised Chase Bank construction is due to begin the week of August 26, 2013. In response to Mayor Weaver, he advised that the Wal-Mart parking lot is cordoned off to accommodate construction equipment and parking lot resurfacing.

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 13-14-07

It was moved by Alderman Kenny and seconded by Alderman Seifert to approve payment of Warrant Number 13-14-07 in the amount of \$616,320.61 from the enumerated funds; and \$252,268.78 from payroll funds for the period ending 08/08/13; for a total to be approved of \$868,589.39.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Schauer announced the next Administrative Finance Committee Meeting is scheduled for September 3, 2013 at 6:00 P.M. Administrator Vana advised that the draft audit will be discussed at the September 3, 2013 meeting. Treasurer Coren added that, upon completion, the final audit will be presented to the City Council.

Municipal Services Committee — Alderman Marchese advised the minutes of the June 24, 2013 meeting of the Municipal Services Committee have been submitted to the Clerk’s Office. He announced the next meeting is scheduled for August 26, 2013 at 6:30 P.M.

Police Committee – Alderman McIvor advised the minutes of the July 15, 2013 meeting of the Police Committee have been approved. She announced the next meeting is scheduled for September 16, 2013 at 6:00 P.M. in the Council Chambers.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

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

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

- A. **RESOLUTION NO. R-77-13** **A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DELTA DENTAL TO RENEW THE EMPLOYEE DENTAL INSURANCE PROGRAM THROUGH OCTOBER 1, 2015**

- B. **A MOTION TO APPROVE THE RECOMMENDATION TO RELEASE EXECUTIVE SESSION MINUTES THAT NO LONGER REQUIRE CONFIDENTIALITY**

- C. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR VETERANS OF FOREIGN WARS OF THE U.S., DARIEN MEMORIAL POST 2838**

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

 Nays: None

 Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. **NEW BUSINESS**

- A. **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE CITY ADMINISTRATOR AGREEMENT BETWEEN THE CITY OF DARIEN AND BRYON D. VANA**

It was moved by Alderman Schauer and seconded by Alderman Marchese to approve the resolution as presented.

Alderman Beilke thanked Administrator Vana for the updates on his goals and initiatives. She recognized that the comparisons on neighboring communities showed the City Administrator to be paid a little lower than the average, but felt the pay is very favorable and comparable in the market. She brought attention to a study of 74 communities which was updated in August and published in the Daily Herald which places Darien at 24. From a strictly financial standpoint, she was not in favor of a 2% increase in addition to the \$1500 merit bonus.

Alderman Kenny credited Administrator Vana for his smooth transition to Alderman, has found him to be available at any time needed, and is deserving of the increase.

RESOLUTION NO. R-78-13

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE CITY ADMINISTRATOR AGREEMENT BETWEEN THE CITY OF DARIEN AND BRYON D. VANA

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

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION

It was moved by Alderman Schauer and seconded by Alderman McIvor to approve the ordinance as presented.

Administrator Vana noted that the marked up version of the agreement was included with the resolution for clarification.

RESOLUTION NO. R-79-13

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150 PUBLIC EMPLOYEES DIVISION

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Alderman Marchese referred to an interesting article on the Village of Bolingbrook in the Chicago Tribune which reported that there has not been a dissenting vote on any item brought before the board in over three years.

Matt Goodwin, Commander of VFW Post 2838 advised that they are in the process of performing renovations and moving in. He expressed gratitude to the amount of support the VFW has received from the community. A ribbon cutting will be scheduled once the move and renovations are completed. He informed the City Council of VFW upcoming events and programs. Commander Goodwin extended gratitude to Public Works employees, Kris and Kevin, for their assistance in installation of the water meter, and in obtaining the proper inspections. He thanked the City Council for the opportunity for the VFW to call Darien their home.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:30 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 08-19-13.
Minutes of 08-19-13 CCM

DRAFT

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
September 3, 2013

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

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

General Fund		\$34,673.55
Water Fund		\$6,922.82
Motor Fuel Tax Fund		\$7,103.95
Water Depreciation Fund		\$35,520.00
Debt Service Fund		
Capital Improvement Fund		\$78,889.15
Special Service Area Tax Fund		
	Subtotal:	\$ 163,109.47
General Fund Payroll	<i>08/22/13</i>	\$ 241,719.29
Water Fund Payroll	<i>08/22/13</i>	\$ 15,772.94
	Subtotal:	\$ 257,492.23
Total to be Approved by City Council:		\$ 420,601.70

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 8/20/2013 Through 9/3/2013

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIS	MANAGED ANTI-VIRUS - AUGUST 1, 2013 THRU AUGUST 1, 2014	Consulting/Professional	1,942.00	4325
AIS	JULY 2013 COMPUTER SERVICES	Consulting/Professional	2,125.00	4325
AIS	HP RAM (2)	Consulting/Professional	94.00	4325
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	3,502.40	4267
COMCAST CABLE	SERVICE 8-2-13 TO 9-1-13 ACCT 8771-20-109-0343850	Consulting/Professional	94.85	4325
OFFICE DEPOT	SUPPLIES	Supplies - Office	33.56	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	50.13	4253
POSTMASTER OF WESTMONT	PERMIT 93 - STANDARD MAIL - PERMIT TYPE PI	Postage/Mailings	200.00	4233
SHIVE-HATTERY, INC.	HERITAGE PLAZA BUILDING ASSESSMENT	Contingency	3,029.16	4330
Total Administration			11,071.10	

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/20/2013 Through 9/3/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ABC HUMANE WILDLIFE	REMOVAL OF BEES NEST @ 7514 GRANT	Supplies - Other	250.00	4257
CENTRAL SOD FARMS	SOD CITY HALL & TENNESSEE/BENTLEY	Maintenance - Building	127.00	4223
CENTRAL SOD FARMS	SOD CITY HALL & TENNESSEE/BENTLEY	Supplies - Other	127.00	4257
CHICAGO INTERNATIONAL TRUCKS	CABIN AIR FILTERS FOR TRUCKS 109 & 110	Maintenance - Vehicles	96.96	4229
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES STREET LIGHTS - ACCT 0788318007	Liability Insurance Street Light Oper & Maint.	65.49 687.26	4219 4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	1,001.75	4359
DUPAGE TOPSOIL, INC.	DIRT PICKED UP FOR BENTLEY/TENNESSEE RESTORATIONS	Supplies - Other	120.00	4257
DUPAGE TOPSOIL, INC.	DIRT- BROOKBANK/HOLLY DITCH & 69TH/HINSBROOK REAR YARD	Drainage Projects	285.00	4374
ENVIRO-TEST & PERRY LABS	PH SOIL TESTING - 1101 69TH & CHESTNUT/BENTLEY	Drainage Projects	29.00	4374
GRAINGER	DISPOSABLE GLOVES FOR EAB INJECTIONS	Forestry	30.24	4350
HOMER TREE CARE, INC.	TREE TRIMMING & REMOVAL FOR CITY HALL/PD FENCE PROJECT	Maintenance - Building	2,000.00	4223
HOMER TREE CARE, INC.	PARKWAY TREE WORK ORDER HANGERS	Tree Trim/Removal	750.00	4375
ILLINI POWER PRODUCTS	POLICE DEPARTMENT GENERATOR MAINTENANCE	Maintenance - Building	1,678.23	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/20/2013 Through 9/3/2013

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ILLINOIS ARBORIST ASSOCIATION	JOHN CARR - CERTIFIED ARBORIST CONFERENCE	Training and Education	240.00	4263
KIEFT BROS., INC.	CHAPMAN RESTRICTOR PARTS	Drainage Projects	102.15	4374
LAWSON PRODUCTS INCORPORATED	TIES, CLAMPS, SCREWS, BITS, ETC FOR MECHANIC	Maintenance - Equipment	371.52	4225
MC CANN	REPAIR PARTS FOR CONCRETE SAW	Maintenance - Equipment	55.76	4225
MC CANN INDUSTRIES INC	REPAIR PARTS FOR TRASH PUMP	Maintenance - Equipment	56.24	4225
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	27.40	4271
NORWALK TANK	HINSBROOK REAR YARD DRAINAGE PROJECT	Drainage Projects	951.12	4374
NORWALK TANK	HINSBROOK REAR YARD PROJECT	Drainage Projects	111.30	4374
NORWALK TANK	CREDIT FOR RETURN	Drainage Projects	(205.80)	4374
RAGS ELECTRIC	REPLACE BALLASTS & FIX LIGHT FIXTURES AT P.D.	Maintenance - Building	1,529.45	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	184.73	4223
US GAS	GAS CYLINDER FOR WELDER	Supplies - Other	54.45	4257
US GAS	OXYGEN & ACETYLENE TANK RENTAL	Supplies - Other	28.00	4257
US GAS	MECHANIC HEADGEAR FOR WELDING	Small Tools & Equipment	37.98	4259
WEST SIDE EXCHANGE	CAT END LOADER COUPLER REPAIR	Maintenance - Equipment	2,552.43	4225

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 8/20/2013 Through 9/3/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Public Works, Streets	13,344.66	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/20/2013 Through 9/3/2013

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALPHA PRINTING	4 PART PROPERTY SHEETS	Printing and Forms	395.20	4235
ANDY FRAIN SERVICES	JULY 4, 2013 SERVICES	Consulting/Professional	360.24	4325
COMCAST	CABLE BOXES	Telephone	8.52	4267
DUPAGE COUNTY ANIMAL CONTROL	WILD BAT AND IGUANA	Animal Control	50.00	4201
I.R.M.A.	JULY 2013 DEDUCTIBLE	Liability Insurance	5,364.32	4219
ILLINOIS ATTORNEY GENERAL	TIMOTHY J. HAGAN SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217
ILLINOIS STATE POLICE	TIMOTHY J. HAGAN SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217
KAESER BLAIR INCORPORATED	PENS FOR SENIOR SERVICES	Public Relations	863.17	4239
MUNICIPAL EMERGENCY SERVICES	UNIFORM ALLOWANCE - SIMEK	Uniforms	21.50	4269
MUNICIPAL EMERGENCY SERVICES	UNIFORM ALLOWANCE - LISKA	Uniforms	216.00	4269
RAY O'HERRON CO. INC.	RETIRED BADGES - CAMPO	Uniforms	178.00	4269
RAY O'HERRON CO. INC.	SERGEANT BADGES - GREENABERG	Uniforms	267.00	4269
RAY O'HERRON CO. INC.	FREIGHT	Uniforms	6.22	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - CAMACHO	Uniforms	633.08	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - COOPER	Uniforms	104.90	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - YEO	Uniforms	193.92	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - MILAZZO	Uniforms	94.99	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - CAMACHO	Uniforms	63.99	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - LISS	Uniforms	68.40	4269

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 8/20/2013 Through 9/3/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - FOSTER	Uniforms	400.00	4269
RAY O'HERRON CO. INC.	K-9 NIKKO BADGE	Uniforms	106.05	4269
SAM'S CLUB	CARPET MATS (4)	Supplies - Office	79.52	4253
SHELL	GASOLINE PURCHASES - OFFICER GLOMB	Vehicle (Gas and Oil)	(22.79)	4273
SHELL	GASOLINE PURCHASES - OFFICER GLOMB	Vehicle (Gas and Oil)	416.42	4273
TREASURER, STATE OF ILLINOIS	TIMOTHY J. HAGAN SEX OFFENDER REGISTRATION	Investigation and Equipment	5.00	4217
			9,933.65	
			Total Police Department	

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 8/20/2013 Through 9/3/2013

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D REFUSE REMOVAL 9-1-13 TO 9-30-13	Utilities (Elec,Gas,Wtr,Sewer)	141.14	4271
FIRE & SECURITY SYSTEMS, INC.	ALARM MONITORING/INSPECT... - SEPT - NOV, 2013	Maintenance - Grounds	183.00	4227
		Total Business District	324.14	
		Total General Fund	34,673.55	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 8/20/2013 Through 9/3/2013

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	618.08	4267
CENTRAL SOD FARMS	SOD FOR WATER DIV RESTORATIONS	Maintenance - Water System	488.00	4231
CENTRAL SOD FARMS	STARTER FERTILIZER FOR WATER DIVISION RESTORATION	Maintenance - Water System	50.00	4231
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES	Liability Insurance	65.50	4219
COM ED	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	48.28	4271
COM ED	2103 75TH ST PUMP - ACCT 3118112014	Utilities (Elec,Gas,Wtr,Sewer)	332.34	4271
COM ED	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	(48.28)	4271
DUPAGE TOPSOIL, INC.	DIRT DELIVERED FOR WATER RESTORATIONS	Maintenance - Water System	570.00	4231
HACH COMPANY	CHLORINE ANALYZER SOLUTION	Quality Control	377.60	4241
ILLINI POWER PRODUCTS	GENERATOR MAINTENANCE FOR PLANT #2	Maintenance - Water System	1,389.86	4231
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	27.40	4271
NICOR GAS	1930 MANNING - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	35.74	4271
NICOR GAS	1897 MANNING - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	23.28	4271
SUBURBAN LABORATORIES	EPA REQUIRED WATER SAMPLING	Quality Control	170.00	4241
TAMELING, INC.	STRAW MAT, SEED & FERTILIZER FOR RESTORATIONS	Maintenance - Water System	194.60	4231
US GAS	OXYGEN & ACETYLENE TANK RENTAL	Maintenance - Water System	28.00	4231

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 8/20/2013 Through 9/3/2013

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WEST SIDE EXCHANGE	CAT END LOADER COUPLER REPAIR	Maintenance - Equipment	2,552.42	4225
		Total Public Works, Water	6,922.82	
		Total Water Fund	6,922.82	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 8/20/2013 Through 9/3/2013

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO P.W.	Road Material	1,797.07	4245
MARK-IT CORPORATION	PAVEMENT STRIPING	Pavement Striping	4,634.00	4261
QUARRY MATERIALS	ASPHALT FOR PATCHES	Road Material	<u>672.88</u>	4245
		Total MFT Expenses	<u>7,103.95</u>	
		Total Motor Fuel Tax	<u>7,103.95</u>	

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 8/20/2013 Through 9/3/2013

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DMD CONSULTANTS INC.	480 FIRE HYDRANT SANDBLASTING/PAINT...	Scada System	35,520.00	4818
		Total Depreciation Expenses	35,520.00	
		Total Water Depreciation Fund	35,520.00	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 8/20/2013 Through 9/3/2013

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	2,338.40	4376
DAS ENTERPRISES, INC.	BROOKBANK/HOLLY DITCH PROJECTS	Ditch Projects	2,271.25	4376
DAS ENTERPRISES, INC.	BROOKBANK/HOLLY DITCH PROJECT	Ditch Projects	1,659.00	4376
DAS ENTERPRISES, INC.	BROOKBANK/HOLLY DITCH PROJECTS	Ditch Projects	1,599.75	4376
DAS ENTERPRISES, INC.	BROOKBANK/HOLLY DITCH PROJECTS	Ditch Projects	809.75	4376
DUPAGE TOPSOIL, INC.	DIRT DELIVERED - BROOKBANK/HOLLY	Ditch Projects	7,125.00	4376
DUPAGE TOPSOIL, INC.	DIRT- BROOKBANK/HOLLY DITCH & 69TH/HINSBROOK REAR YARD	Ditch Projects	285.00	4376
E.F. HEIL LLC	BROOKBANK/HOLLY DITCH PROJECT	Ditch Projects	1,375.00	4376
E.F. HEIL LLC	BROOKBANK/HOLLY DITCH PROJECTS	Ditch Projects	825.00	4376
RAINBOW TREECARE SCIENTIFIC	EAB INJECTION SUPPLIES	Equipment	16,796.00	4815
SCORPIO CONSTRUCTION GROUP	BROOKBANK/HOLLY DITCH PROJECT	Ditch Projects	13,905.00	4376
SCORPIO CONSTRUCTION GROUP	BROOKBANK DITCH PROJECT LANDSCAPE	Ditch Projects	29,900.00	4376
			78,889.15	
			Total Capital Fund Expenditures	
			78,889.15	
			Total Capital Improvement Fund	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 8/20/2013 Through 9/3/2013

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
Report Total			163,109.47	

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
July 31, 2013**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,562,259	\$ 4,185,103	\$ 12,476,230
Expenditures	\$ 828,144	\$ 3,226,323	\$ 10,809,655

Audited 5/1/13 Opening Fund Balance: \$ 4,671,008
 Transfer to Capital Fund \$ (2,900,000)
 Current Fund Balance: \$ 2,729,788

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 3,747	\$ 819,781	\$ 6,334,567
Expenditures	\$ 452,244	\$ 965,098	\$ 6,066,503

*Audited 5/1/13 Cash Balance \$ 838,416
 Current Cash Balance: \$ 693,098

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 38,804	\$ 133,416	\$ 519,021
Expenditures	\$ 29,826	\$ 88,734	\$ 578,915

Audited 5/1/13 Opening Fund Balance: \$ 292,709
 Current Fund Balance: \$ 337,391

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 476	\$ 1,710	\$ -
Expenditures	\$ 51,900	\$ 51,900	\$ 121,000

*Audited 5/1/13 Cash Balance \$ 573,019
 Current Cash Balance: \$ 522,828

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 9,468	\$ 3,016,942	\$ 3,149,820
Expenditures	\$ 185,881	\$ 1,454,535	\$ 3,217,224

Audited 5/1/13 Opening Fund Balance: \$ 3,811,097
 Current Fund Balance: \$ 5,373,504

CAPITAL PROJECTS DEBT SERVICE FUND (35)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 12,185	\$ 256,193	\$ 498,400
Expenditures	\$ -	\$ 86,838	\$ 498,400

Audited 5/1/13 Opening Fund Balance: \$ 7,860
 Current Fund Balance: \$ 177,216

	Current Actual Year to Date	Current Budgeted F.Y.E. '14	Prior Year Actual Through July 12
Property Tax Collections	\$ 935,547	\$ 1,821,002	\$ 1,188,697
Sales Tax Collections	\$ 1,200,214	\$ 4,900,000	\$ 1,196,757

* Audited cash balance plus water receivable less accounts payable

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 7/1/2013 Through 7/31/2013

		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	26,964.41	30,000.00	572,947.42	530,000.00	1,115,282.00	542,334.58	48.62%
Road and Bridge Tax	3120	4,991.17	0.00	106,233.33	0.00	185,000.00	78,766.67	42.57%
Municipal Utility Tax	3130	76,038.31	86,666.67	255,355.10	260,000.01	1,040,000.00	784,644.90	75.44%
Amusement Tax	3140	8,131.27	7,500.00	13,873.47	22,500.00	90,000.00	76,126.53	84.58%
Hotel/Motel Tax	3150	5,518.41	2,583.33	16,321.64	7,749.99	31,000.00	14,678.36	47.34%
Personal Property Tax	3425	1,340.73	416.67	2,558.52	1,250.01	5,000.00	2,441.48	48.82%
Total Taxes		122,984.30	127,166.67	967,289.48	821,500.01	2,466,282.00	(1,498,992.52)	60.78%
License, Permits, Fees								
Business Licenses	3210	815.00	0.00	10,228.95	0.00	40,000.00	29,771.05	74.42%
Liquor License	3212	1,500.00	0.00	53,625.00	50,000.00	50,000.00	(3,625.00)	(7.25)%
Contractor Licenses	3214	2,220.00	2,000.00	6,480.00	9,000.00	12,000.00	5,520.00	46.00%
Court Fines	3216	11,808.86	11,666.67	34,973.85	35,000.01	140,000.00	105,026.15	75.01%
Towing Fees	3217	10,000.00	4,166.67	18,500.00	12,500.01	50,000.00	31,500.00	63.00%
Ordinance Fines	3230	675.00	1,666.67	3,330.50	5,000.01	20,000.00	16,669.50	83.34%
Building Permits and Fees	3240	110,701.00	7,500.00	119,316.00	20,000.00	35,000.00	(84,316.00)	(240.90)%
Telecommunication Taxes	3242	74,726.27	75,000.00	222,888.58	225,000.00	900,000.00	677,111.42	75.23%
Cable T.V. Franchise Fee	3244	0.00	28,333.33	89,168.13	84,999.99	340,000.00	250,831.87	73.77%
NICOR Franchise Fee	3246	0.00	3,333.33	0.00	9,999.99	40,000.00	40,000.00	100.00%
Public Hearing Fees	3250	970.00	333.33	970.00	999.99	4,000.00	3,030.00	75.75%
Elevator Inspections	3255	0.00	333.33	0.00	999.99	4,000.00	4,000.00	100.00%
Public Improvement Permit Fee	3260	175.00	0.00	175.00	0.00	0.00	(175.00)	0.00%
Engineering/Prof Fee Reimb	3265	35,416.82	2,500.00	40,519.15	7,500.00	20,000.00	(20,519.15)	(102.59)%
D.U.I. Technology Fines	3267	2,153.75	541.67	3,949.75	1,625.01	6,500.00	2,550.25	39.23%
Police Special Service	3268	21,379.63	10,416.67	37,816.07	31,250.01	125,000.00	87,183.93	69.74%
Stormwater Management Fees	3270	912.00	8.33	912.00	24.99	100.00	(812.00)	(812.00)%
Total License, Permits, Fees		273,453.33	147,800.00	642,852.98	493,900.00	1,786,600.00	(1,143,747.02)	64.02%
Charges for Services								

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Inspections/Tap on/Permits	3320	0.00	0.00	25.00	0.00	0.00	(25.00)	0.00%
Total Charges for Services		0.00	0.00	25.00	0.00	0.00	25.00	0.00%
Intergovernmental								
State Income Tax	3410	376,834.86	174,847.50	698,338.78	524,542.50	2,098,170.00	1,399,831.22	66.71%
Local Use Tax	3420	30,765.49	29,448.00	81,132.02	88,344.00	353,376.00	272,243.98	77.04%
Sales Taxes	3430	430,656.37	408,333.33	1,200,214.06	1,224,999.99	4,900,000.00	3,699,785.94	75.50%
Total Intergovernmental		838,256.72	612,628.83	1,979,684.86	1,837,886.49	7,351,546.00	(5,371,861.14)	73.07%
Other Revenue								
Interest Income	3510	199.41	833.33	2,467.71	2,499.99	10,000.00	7,532.29	75.32%
Gain/Loss on Investment	3515	13.15	0.00	(7.77)	0.00	0.00	7.77	0.00%
Water Share Expense	3520	20,833.34	20,833.33	62,500.02	62,499.99	250,000.00	187,499.98	74.99%
Police Report/Prints	3534	645.00	333.33	1,120.00	999.99	4,000.00	2,880.00	72.00%
Reimbursement-Rear Yard Drain	3541	0.00	0.00	6,000.02	0.00	0.00	(6,000.02)	0.00%
Street Recon Prog - Reimb	3550	78,718.28	0.00	78,718.28	0.00	0.00	(78,718.28)	0.00%
Grants	3560	1,764.47	0.00	1,974.47	0.00	0.00	(1,974.47)	0.00%
Rents	3561	33,101.45	19,941.83	186,451.23	59,825.49	239,302.00	52,850.77	22.08%
Other Reimbursements	3562	2,220.74	7,083.33	8,015.51	21,249.99	85,000.00	76,984.49	90.56%
Residential Concrete Reimb	3563	29,958.55	0.00	51,512.75	0.00	0.00	(51,512.75)	0.00%
Mail Box Reimbursement Program	3569	233.76	0.00	779.20	0.00	0.00	(779.20)	0.00%
Sales of Wood Chips	3572	1,390.00	0.00	2,375.00	0.00	0.00	(2,375.00)	0.00%
Sale of Equipment	3575	0.00	1,250.00	2,358.00	3,750.00	15,000.00	12,642.00	84.28%
Miscellaneous Revenue	3580	965.35	9,583.33	3,432.62	28,749.99	115,000.00	111,567.38	97.01%
Transfer from Other Funds	3612	145,901.51	0.00	145,901.51	0.00	0.00	(145,901.51)	0.00%
Total Other Revenue		315,945.01	59,858.48	553,598.55	179,575.44	718,302.00	(164,703.45)	22.93%
Total Revenue		1,550,639.36	947,453.98	4,143,450.87	3,332,861.94	12,322,730.00	(8,179,279.13)	66.38%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 7/1/2013 Through 7/31/2013

	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 0.00	0.00	811,807.49	1,053,095.00	6,318,567.00	5,506,759.51	87.15%
Inspections/Tap on/Permits	3320 872.42	500.00	3,967.26	1,500.00	4,000.00	32.74	0.81%
Sale of Meters	3325 175.00	291.67	650.00	875.01	3,500.00	2,850.00	81.42%
Other Water Sales	3390 1,769.30	375.00	1,782.70	1,125.00	4,500.00	2,717.30	60.38%
Total Charges for Services	2,816.72	1,166.67	818,207.45	1,056,595.01	6,330,567.00	(5,512,359.55)	87.08%
Other Revenue							
Interest Income	3510 929.79	333.33	1,573.75	999.99	4,000.00	2,426.25	60.65%
Total Other Revenue	929.79	333.33	1,573.75	999.99	4,000.00	(2,426.25)	60.66%
Total Revenue	3,746.51	1,500.00	819,781.20	1,057,595.00	6,334,567.00	(5,514,785.80)	87.06%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 7/1/2013 Through 7/31/2013

	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 38,548.42	43,251.75	132,693.11	129,755.25	519,021.00	386,327.89	74.43%
Total Intergovernmental	38,548.42	43,251.75	132,693.11	129,755.25	519,021.00	(386,327.89)	74.43%
Other Revenue							
Interest Income	3510 255.44	0.00	723.06	0.00	0.00	(723.06)	0.00%
Total Other Revenue	255.44	0.00	723.06	0.00	0.00	723.06	0.00%
Total Revenue	38,803.86	43,251.75	133,416.17	129,755.25	519,021.00	(385,604.83)	74.29%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Impact Fee Agency Fund
From 7/1/2013 Through 7/31/2013

	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 10.77	0.00	32.20	0.00	0.00	(32.20)	0.00%
Total Other Revenue	10.77	0.00	32.20	0.00	0.00	32.20	0.00%
Total Revenue	10.77	0.00	32.20	0.00	0.00	32.20	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 7/1/2013 Through 7/31/2013

	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 104.82	416.67	2,606.33	1,250.01	5,000.00	2,393.67	47.87%
Total Taxes	104.82	416.67	2,606.33	1,250.01	5,000.00	(2,393.67)	47.87%
Other Revenue							
Interest Income	3510 9.32	0.00	23.80	0.00	0.00	(23.80)	0.00%
Total Other Revenue	9.32	0.00	23.80	0.00	0.00	23.80	0.00%
Total Revenue	114.14	416.67	2,630.13	1,250.01	5,000.00	(2,369.87)	47.40%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Forfeiture Fund
From 7/1/2013 Through 7/31/2013

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 5.00	0.00	13.52	0.00	0.00	(13.52)	0.00%
Total Other Revenue	5.00	0.00	13.52	0.00	0.00	13.52	0.00%
Total Revenue	5.00	0.00	13.52	0.00	0.00	13.52	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 7/1/2013 Through 7/31/2013

	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	470.16	0.00	1,713.07	0.00	0.00	(1,713.07)	0.00%
Gain/Loss on Investment	3515	5.63	0.00	(3.34)	0.00	0.00	3.34	0.00%
Total Other Revenue	<u>475.79</u>	<u>0.00</u>	<u>1,709.73</u>	<u>0.00</u>	<u>0.00</u>	<u>1,709.73</u>	<u>0.00%</u>	
Total Revenue	475.79	0.00	1,709.73	0.00	0.00	1,709.73	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Darien Area Dispatch Center
From 7/1/2013 Through 7/31/2013

	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 (507.69)	0.00	0.00	0.00	0.00	0.00	0.00%
Total Other Revenue	(507.69)	0.00	0.00	0.00	0.00	0.00	0.00%
Total Revenue	(507.69)	0.00	0.00	0.00	0.00	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Seizures Fund
From 7/1/2013 Through 7/31/2013

	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 19.02	0.00	55.88	0.00	0.00	(55.88)	0.00%
Total Other Revenue	19.02	0.00	55.88	0.00	0.00	55.88	0.00%
Total Revenue	19.02	0.00	55.88	0.00	0.00	55.88	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 7/1/2013 Through 7/31/2013

		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	4,891.77	2,320.00	103,941.68	102,320.00	202,320.00	98,378.32	48.62%
Total Taxes		4,891.77	2,320.00	103,941.68	102,320.00	202,320.00	(98,378.32)	48.63%
Other Revenue								
Interest Income	3510	4,575.93	833.33	13,000.23	2,499.99	10,000.00	(3,000.23)	(30.00)%
Residential Concrete Reimb	3563	0.00	37,500.00	0.00	37,500.00	37,500.00	37,500.00	100.00%
Transfer from Other Funds	3612	0.00	0.00	2,900,000.00	2,900,000.00	2,900,000.00	0.00	0.00%
Total Other Revenue		4,575.93	38,333.33	2,913,000.23	2,939,999.99	2,947,500.00	(34,499.77)	1.17%
Total Revenue		9,467.70	40,653.33	3,016,941.91	3,042,319.99	3,149,820.00	(132,878.09)	4.22%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Debt Service Fund
From 7/1/2013 Through 7/31/2013

	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 12,050.50	28,000.00	256,052.48	248,000.00	498,400.00	242,347.52	48.62%
Total Taxes	12,050.50	28,000.00	256,052.48	248,000.00	498,400.00	(242,347.52)	48.63%
Other Revenue							
Interest Income	3510 134.34	0.00	141.00	0.00	0.00	(141.00)	0.00%
Total Other Revenue	134.34	0.00	141.00	0.00	0.00	141.00	0.00%
Total Revenue	12,184.84	28,000.00	256,193.48	248,000.00	498,400.00	(242,206.52)	48.60%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Business District
General Fund
From 7/1/2013 Through 7/31/2013

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Rents	3561 10,600.00	11,916.67	39,610.00	35,750.01	143,000.00	103,390.00	72.30%
Maintenance - Reimbursable	3567 261.50	875.00	812.75	2,625.00	10,500.00	9,687.25	92.25%
Operations Revenue	3576 757.88	0.00	1,229.26	0.00	0.00	(1,229.26)	0.00%
Total Other Revenue	<u>11,619.38</u>	<u>12,791.67</u>	<u>41,652.01</u>	<u>38,375.01</u>	<u>153,500.00</u>	<u>(111,847.99)</u>	<u>72.87%</u>
Total Revenue	11,619.38	12,791.67	41,652.01	38,375.01	153,500.00	(111,847.99)	72.87%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	34,822.40	36,092.00	131,860.32	126,322.00	469,194.00	337,333.68	71.89%
Overtime	4030	0.00	166.67	0.00	500.01	2,000.00	2,000.00	100.00%
Total Salaries		<u>34,822.40</u>	<u>36,258.67</u>	<u>131,860.32</u>	<u>126,822.01</u>	<u>471,194.00</u>	<u>339,333.68</u>	<u>72.02%</u>
Benefits								
Social Security	4110	2,172.09	2,071.60	8,262.58	7,250.60	26,931.00	18,668.42	69.31%
Medicare	4111	507.98	525.52	1,915.04	1,839.32	6,832.00	4,916.96	71.96%
I.M.R.F.	4115	5,923.62	5,132.38	17,783.25	17,963.33	66,721.00	48,937.75	73.34%
Medical/Life Insurance	4120	5,178.68	5,300.67	15,262.62	15,902.01	63,608.00	48,345.38	76.00%
Supplemental Pensions	4135	1,908.14	1,998.67	6,678.49	5,996.01	23,984.00	17,305.51	72.15%
Total Benefits		<u>15,690.51</u>	<u>15,028.84</u>	<u>49,901.98</u>	<u>48,951.27</u>	<u>188,076.00</u>	<u>138,174.02</u>	<u>73.47%</u>
Materials and Supplies								
Dues and Subscriptions	4213	649.87	250.00	1,124.37	750.00	3,000.00	1,875.63	62.52%
Liability Insurance	4219	0.00	1,666.67	0.00	5,000.01	51,623.00	51,623.00	100.00%
Legal Notices	4221	184.24	666.67	552.72	2,000.01	8,000.00	7,447.28	93.09%
Maintenance - Building	4223	0.00	700.00	0.00	2,100.00	8,400.00	8,400.00	100.00%
Maintenance - Equipment	4225	999.00	1,066.67	1,304.20	3,200.01	12,800.00	11,495.80	89.81%
Maintenance - Grounds	4227	109.72	583.33	1,053.73	1,749.99	7,000.00	5,946.27	84.94%
Postage/Mailings	4233	1,530.00	433.33	1,530.00	1,299.99	5,200.00	3,670.00	70.57%
Printing and Forms	4235	444.50	333.33	854.50	999.99	4,000.00	3,145.50	78.63%
Public Relations	4239	0.00	2,458.33	3,145.27	7,374.99	29,500.00	26,354.73	89.33%
Rent - Equipment	4243	585.00	200.00	585.00	600.00	2,400.00	1,815.00	75.62%
Supplies - Office	4253	602.57	833.33	1,107.71	2,499.99	10,000.00	8,892.29	88.92%
Supplies - Other	4257	0.00	41.67	0.00	125.01	500.00	500.00	100.00%
Training and Education	4263	0.00	375.00	398.00	1,125.00	4,500.00	4,102.00	91.15%
Travel/Meetings	4265	0.00	166.67	0.00	500.01	2,000.00	2,000.00	100.00%
Telephone	4267	4,939.90	5,250.00	6,401.86	15,750.00	63,000.00	56,598.14	89.83%
Utilities (Elec, Gas, Wtr, Sewer)	4271	133.89	291.67	186.01	875.01	3,500.00	3,313.99	94.68%
Vehicle (Gas and Oil)	4273	0.00	658.33	534.49	1,974.99	7,900.00	7,365.51	93.23%
ESDA	4279	0.00	166.67	0.00	500.01	2,000.00	2,000.00	100.00%
Total Materials and Supplies		<u>10,178.69</u>	<u>16,141.67</u>	<u>18,777.86</u>	<u>48,425.01</u>	<u>225,323.00</u>	<u>206,545.14</u>	<u>91.67%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual								
Audit	4320	3,500.00	3,500.00	3,500.00	3,500.00	12,775.00	9,275.00	72.60%
Consulting/Professional	4325	8,544.50	7,448.08	12,703.35	22,344.24	89,377.00	76,673.65	85.78%
Contingency	4330	0.00	833.33	1,296.00	2,499.99	10,000.00	8,704.00	87.04%
Janitorial Service	4345	1,182.00	1,375.00	3,546.00	4,125.00	16,500.00	12,954.00	78.50%
Total Contractual		<u>13,226.50</u>	<u>13,156.41</u>	<u>21,045.35</u>	<u>32,469.23</u>	<u>128,652.00</u>	<u>107,606.65</u>	<u>83.64%</u>
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	2,900,000.00	0.00	0.00	(2,900,000.00)	0.00%
Total Other Charges		<u>0.00</u>	<u>0.00</u>	<u>2,900,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,900,000.00)</u>	<u>0.00%</u>
Capital Outlay								
Equipment	4815	469.00	0.00	469.00	0.00	14,000.00	13,531.00	96.65%
Total Capital Outlay		<u>469.00</u>	<u>0.00</u>	<u>469.00</u>	<u>0.00</u>	<u>14,000.00</u>	<u>13,531.00</u>	<u>96.65%</u>
Total Expenditures		<u>74,387.10</u>	<u>80,585.59</u>	<u>3,122,054.51</u>	<u>256,667.52</u>	<u>1,027,245.00</u>	<u>(2,094,809.51)</u>	<u>(203.93)%</u>
Total		(74,387.10)	(80,585.59)	(3,122,054.51)	(256,667.52)	(1,027,245.00)	2,094,809.51	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	10,687.50	10,687.50	42,750.00	32,062.50	75.00%
Total Salaries		3,562.50	3,562.50	10,687.50	10,687.50	42,750.00	32,062.50	75.00%
Benefits								
Social Security	4110	220.88	220.83	662.63	662.49	2,650.00	1,987.37	74.99%
Medicare	4111	51.67	51.67	155.03	155.01	620.00	464.97	74.99%
Total Benefits		272.55	272.50	817.66	817.50	3,270.00	2,452.34	75.00%
Materials and Supplies								
Boards and Commissions	4205	109.50	208.33	146.00	624.99	2,500.00	2,354.00	94.16%
Cable Operations	4206	0.00	208.33	0.00	624.99	2,500.00	2,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	0.00	100.00	100.00	100.00	100.00%
Liability Insurance	4219	1,967.45	3,000.00	5,644.26	9,000.00	42,806.00	37,161.74	86.81%
Public Relations	4239	0.00	0.00	0.00	1,500.00	2,000.00	2,000.00	100.00%
Training and Education	4263	0.00	500.00	0.00	500.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	0.00	20.00	0.00	0.00	(20.00)	0.00%
Total Materials and Supplies		2,076.95	3,916.66	5,810.26	12,349.98	50,906.00	45,095.74	88.59%
Contractual								
Consulting/Professional	4325	2,065.00	0.00	2,065.00	0.00	0.00	(2,065.00)	0.00%
Total Contractual		2,065.00	0.00	2,065.00	0.00	0.00	(2,065.00)	0.00%
Total Expenditures		7,977.00	7,751.66	19,380.42	23,854.98	96,926.00	77,545.58	80.00%
Total		(7,977.00)	(7,751.66)	(19,380.42)	(23,854.98)	(96,926.00)	(77,545.58)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	21,105.20	21,782.52	77,769.52	76,238.82	283,173.00	205,403.48	72.53%
Overtime	4030	0.00	100.00	0.00	300.00	500.00	500.00	100.00%
Total Salaries		<u>21,105.20</u>	<u>21,882.52</u>	<u>77,769.52</u>	<u>76,538.82</u>	<u>283,673.00</u>	<u>205,903.48</u>	<u>72.58%</u>
Benefits								
Social Security	4110	1,260.59	1,264.22	4,679.92	4,424.91	16,435.00	11,755.08	71.52%
Medicare	4111	294.82	318.06	1,094.52	1,113.21	4,135.00	3,040.48	73.53%
I.M.R.F.	4115	2,988.50	3,365.08	10,143.04	10,095.24	40,381.00	30,237.96	74.88%
Medical/Life Insurance	4120	3,292.98	3,348.17	9,694.06	10,044.51	40,178.00	30,483.94	75.87%
Supplemental Pensions	4135	184.60	300.00	738.40	900.00	3,600.00	2,861.60	79.48%
Total Benefits		<u>8,021.49</u>	<u>8,595.53</u>	<u>26,349.94</u>	<u>26,577.87</u>	<u>104,729.00</u>	<u>78,379.06</u>	<u>74.84%</u>
Materials and Supplies								
Boards and Commissions	4205	390.00	200.00	390.00	600.00	2,400.00	2,010.00	83.75%
Dues and Subscriptions	4213	0.00	54.17	0.00	162.51	650.00	650.00	100.00%
Liability Insurance	4219	0.00	1,916.67	0.00	5,750.01	46,568.00	46,568.00	100.00%
Maintenance - Vehicles	4229	0.00	100.00	222.50	300.00	1,200.00	977.50	81.45%
Printing and Forms	4235	576.50	220.08	576.50	660.24	2,641.00	2,064.50	78.17%
Supplies - Office	4253	0.00	37.50	0.00	112.50	450.00	450.00	100.00%
Training and Education	4263	179.00	0.00	179.00	0.00	500.00	321.00	64.20%
Travel/Meetings	4265	0.00	16.67	0.00	50.01	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	166.67	103.65	500.01	2,000.00	1,896.35	94.81%
Total Materials and Supplies		<u>1,145.50</u>	<u>2,711.76</u>	<u>1,471.65</u>	<u>8,135.28</u>	<u>56,609.00</u>	<u>55,137.35</u>	<u>97.40%</u>
Contractual								
Consulting/Professional	4325	1,640.00	2,625.00	4,125.00	7,875.00	31,500.00	27,375.00	86.90%
Conslt/Prof Reimbursable	4328	6,836.77	4,033.33	36,111.77	14,099.99	50,400.00	14,288.23	28.34%
Total Contractual		<u>8,476.77</u>	<u>6,658.33</u>	<u>40,236.77</u>	<u>21,974.99</u>	<u>81,900.00</u>	<u>41,663.23</u>	<u>50.87%</u>
Total Expenditures		<u>38,748.96</u>	<u>39,848.14</u>	<u>145,827.88</u>	<u>133,226.96</u>	<u>526,911.00</u>	<u>381,083.12</u>	<u>72.32%</u>
Total		(38,748.96)	(39,848.14)	(145,827.88)	(133,226.96)	(526,911.00)	(381,083.12)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	43,166.77	38,603.14	166,120.65	135,110.99	501,841.00	335,720.35	66.89%
Overtime	4030	7,912.91	6,250.00	21,472.18	18,750.00	75,000.00	53,527.82	71.37%
Total Salaries		<u>51,079.68</u>	<u>44,853.14</u>	<u>187,592.83</u>	<u>153,860.99</u>	<u>576,841.00</u>	<u>389,248.17</u>	<u>67.48%</u>
Benefits								
Social Security	4110	4,886.16	4,420.30	16,479.11	15,471.05	57,464.00	40,984.89	71.32%
Medicare	4111	1,142.72	1,033.76	3,853.96	3,618.16	13,439.00	9,585.04	71.32%
I.M.R.F.	4115	10,160.46	10,124.92	31,489.78	30,374.76	121,499.00	90,009.22	74.08%
Medical/Life Insurance	4120	10,357.36	13,460.67	32,296.18	40,382.01	161,528.00	129,231.82	80.00%
Supplemental Pensions	4135	276.90	208.33	784.55	624.99	2,500.00	1,715.45	68.61%
Total Benefits		<u>26,823.60</u>	<u>29,247.98</u>	<u>84,903.58</u>	<u>90,470.97</u>	<u>356,430.00</u>	<u>271,526.42</u>	<u>76.18%</u>
Materials and Supplies								
Liability Insurance	4219	417.20	1,745.33	1,695.90	5,235.99	63,073.00	61,377.10	97.31%
Maintenance - Building	4223	3,370.89	11,069.67	4,690.22	33,209.01	132,836.00	128,145.78	96.46%
Maintenance - Equipment	4225	2,342.58	1,920.83	6,487.77	5,762.49	23,050.00	16,562.23	71.85%
Maintenance - Vehicles	4229	2,692.33	2,166.67	9,178.58	6,500.01	26,000.00	16,821.42	64.69%
Postage/Mailings	4233	420.00	83.33	469.99	249.99	1,000.00	530.01	53.00%
Rent - Equipment	4243	2,885.04	1,970.83	6,079.88	5,912.49	23,650.00	17,570.12	74.29%
Supplies - Office	4253	154.62	341.67	444.58	1,025.01	4,100.00	3,655.42	89.15%
Supplies - Other	4257	4,947.16	3,480.00	10,014.46	10,440.00	41,760.00	31,745.54	76.01%
Small Tools & Equipment	4259	1,944.81	466.67	4,110.38	1,400.01	5,600.00	1,489.62	26.60%
Training and Education	4263	79.95	714.58	179.95	2,143.74	8,575.00	8,395.05	97.90%
Uniforms	4269	224.60	537.17	849.60	1,611.51	6,446.00	5,596.40	86.81%
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	258.33	157.01	774.99	3,100.00	2,942.99	94.93%
Vehicle (Gas and Oil)	4273	0.00	6,897.92	7,032.35	20,693.76	82,775.00	75,742.65	91.50%
Total Materials and Supplies		<u>19,479.18</u>	<u>31,653.00</u>	<u>51,390.67</u>	<u>94,959.00</u>	<u>421,965.00</u>	<u>370,574.33</u>	<u>87.82%</u>
Contractual								
Consulting/Professional	4325	1,576.00	333.33	1,576.00	999.99	4,000.00	2,424.00	60.60%
Forestry	4350	6,192.76	3,942.83	17,274.58	11,828.49	47,314.00	30,039.42	63.48%
Landfill	4352	109.95	0.00	109.95	0.00	0.00	(109.95)	0.00%
Street Light Oper & Maint.	4359	5,631.27	8,033.33	5,819.56	24,099.99	96,400.00	90,580.44	93.96%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Mosquito Abatement	4365	10,221.75	0.00	30,665.25	20,000.00	42,114.00	11,448.75	27.18%
Street Sweeping	4373	5,258.00	7,168.60	5,258.00	21,505.80	35,843.00	30,585.00	85.33%
Drainage Projects	4374	3,182.00	4,500.00	9,110.50	34,500.00	34,500.00	25,389.50	73.59%
Tree Trim/Removal	4375	0.00	0.00	400.00	0.00	120,800.00	120,400.00	99.66%
Total Contractual		32,171.73	23,978.09	70,213.84	112,934.27	380,971.00	310,757.16	81.57%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	33,766.50	0.00	0.00	(33,766.50)	0.00%
Equipment	4815	0.00	11,250.00	112,200.00	33,750.00	135,000.00	22,800.00	16.88%
Street Recon Rehab-Reimb	4856	1,719.40	0.00	1,719.40	0.00	0.00	(1,719.40)	0.00%
Total Capital Outlay		1,719.40	11,250.00	147,685.90	33,750.00	135,000.00	(12,685.90)	(9.40)%
Total Expenditures		131,273.59	140,982.21	541,786.82	485,975.23	1,871,207.00	1,329,420.18	71.05%
Total		(131,273.59)	(140,982.21)	(541,786.82)	(485,975.23)	(1,871,207.00)	(1,329,420.18)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	32,181.06	32,615.30	115,473.83	114,153.55	423,999.00	308,525.17	72.76%
Salaries - Officers	4020	277,632.02	255,512.76	867,105.97	894,294.66	3,321,666.00	2,454,560.03	73.89%
Overtime	4030	53,810.65	38,395.83	150,915.20	115,187.49	460,750.00	309,834.80	67.24%
Total Salaries		<u>363,623.73</u>	<u>326,523.89</u>	<u>1,133,495.00</u>	<u>1,123,635.70</u>	<u>4,206,415.00</u>	<u>3,072,920.00</u>	<u>73.05%</u>
Benefits								
Social Security	4110	2,022.40	1,886.84	7,297.97	6,604.02	24,529.00	17,231.03	70.24%
Medicare	4111	4,298.37	3,853.52	14,261.41	13,487.32	50,096.00	35,834.59	71.53%
I.M.R.F.	4115	4,542.67	6,178.83	17,614.11	18,536.49	74,146.00	56,531.89	76.24%
Medical/Life Insurance	4120	37,207.56	42,958.33	111,339.26	128,874.99	515,500.00	404,160.74	78.40%
Police Pension	4130	26,964.41	0.00	572,947.42	500,000.00	1,115,282.00	542,334.58	48.62%
Supplemental Pensions	4135	3,438.95	4,166.67	12,225.80	12,500.01	50,000.00	37,774.20	75.54%
Total Benefits		<u>78,474.36</u>	<u>59,044.19</u>	<u>735,685.97</u>	<u>680,002.83</u>	<u>1,829,553.00</u>	<u>1,093,867.03</u>	<u>59.79%</u>
Materials and Supplies								
Animal Control	4201	215.00	166.67	215.00	500.01	2,000.00	1,785.00	89.25%
Auxiliary Police	4203	0.00	666.67	255.03	2,000.01	8,000.00	7,744.97	96.81%
Boards and Commissions	4205	1,064.00	541.67	1,199.00	1,625.01	6,500.00	5,301.00	81.55%
Dues and Subscriptions	4213	0.00	333.33	122.97	999.99	4,000.00	3,877.03	96.92%
Investigation and Equipment	4217	908.87	4,801.25	1,120.98	14,403.75	57,615.00	56,494.02	98.05%
Liability Insurance	4219	2,178.50	5,266.67	5,029.00	15,800.01	219,314.00	214,285.00	97.70%
Maintenance - Equipment	4225	4,473.70	1,283.33	4,473.70	3,849.99	15,400.00	10,926.30	70.95%
Maintenance - Vehicles	4229	4,809.06	2,566.67	9,907.69	7,700.01	30,800.00	20,892.31	67.83%
Postage/Mailings	4233	1,044.72	350.00	1,065.10	1,050.00	4,200.00	3,134.90	74.64%
Printing and Forms	4235	0.00	333.33	0.00	999.99	4,000.00	4,000.00	100.00%
Public Relations	4239	76.11	416.67	76.11	1,250.01	5,000.00	4,923.89	98.47%
Rent - Equipment	4243	0.00	14,362.08	165,337.88	43,086.24	172,345.00	7,007.12	4.06%
Supplies - Office	4253	147.89	500.00	767.72	1,500.00	6,000.00	5,232.28	87.20%
Training and Education	4263	3,597.00	2,617.50	5,137.00	7,852.50	31,410.00	26,273.00	83.64%
Travel/Meetings	4265	1,610.67	841.67	3,813.31	2,525.01	10,100.00	6,286.69	62.24%
Telephone	4267	808.86	1,058.33	1,824.47	3,174.99	12,700.00	10,875.53	85.63%
Uniforms	4269	1,191.58	3,008.33	9,200.92	9,024.99	36,100.00	26,899.08	74.51%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	583.33	316.18	1,749.99	7,000.00	6,683.82	95.48%
Vehicle (Gas and Oil)	4273	1,154.12	11,333.33	11,331.78	33,999.99	136,000.00	124,668.22	91.66%
Total Materials and Supplies		23,280.08	51,030.83	221,193.84	153,092.49	768,484.00	547,290.16	71.22%
Contractual								
Consulting/Professional	4325	90,342.00	30,068.58	183,598.95	90,205.74	360,623.00	177,024.05	49.08%
Dumeg/Fiat/Child Center	4337	17,680.00	2,056.67	17,680.00	6,170.01	24,680.00	7,000.00	28.36%
Total Contractual		108,022.00	32,125.25	201,278.95	96,375.75	385,303.00	184,024.05	47.76%
Capital Outlay								
Equipment	4815	0.00	733.33	2,498.00	2,199.99	8,800.00	6,302.00	71.61%
Total Capital Outlay		0.00	733.33	2,498.00	2,199.99	8,800.00	6,302.00	71.61%
Total Expenditures		573,400.17	469,457.49	2,294,151.76	2,055,306.76	7,198,555.00	4,904,403.24	68.13%
Total		(573,400.17)	(469,457.49)	(2,294,151.76)	(2,055,306.76)	(7,198,555.00)	(4,904,403.24)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Business District
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	0.00	0.00	4,410.00	4,410.00	100.00%
Maintenance - Equipment	4225	1,979.40	1,458.33	1,979.40	4,374.99	17,500.00	15,520.60	88.68%
Maintenance - Grounds	4227	87.28	3,416.67	147.28	10,250.01	41,000.00	40,852.72	99.64%
Utilities (Elec, Gas, Wtr, Sewer)	4271	290.41	833.33	994.53	2,499.99	10,000.00	9,005.47	90.05%
Total Materials and Supplies		<u>2,357.09</u>	<u>5,708.33</u>	<u>3,121.21</u>	<u>17,124.99</u>	<u>72,910.00</u>	<u>69,788.79</u>	<u>95.72%</u>
Total Expenditures		<u>2,357.09</u>	<u>5,708.33</u>	<u>3,121.21</u>	<u>17,124.99</u>	<u>72,910.00</u>	<u>69,788.79</u>	<u>95.72%</u>
Total		(2,357.09)	(5,708.33)	(3,121.21)	(17,124.99)	(72,910.00)	(69,788.79)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	43,504.19	34,871.14	121,557.23	122,049.17	453,325.00	331,767.77	73.18%
Overtime	4030	10,812.03	4,166.67	19,761.18	12,500.01	50,000.00	30,238.82	60.47%
Total Salaries		54,316.22	39,037.81	141,318.41	134,549.18	503,325.00	362,006.59	71.92%
Benefits								
Social Security	4110	2,854.23	2,638.92	7,681.58	9,236.26	34,306.00	26,624.42	77.60%
Medicare	4111	685.75	617.14	1,814.72	2,159.99	8,023.00	6,208.28	77.38%
I.M.R.F.	4115	4,738.09	5,962.67	14,198.52	17,888.01	71,552.00	57,353.48	80.15%
Medical/Life Insurance	4120	7,514.85	9,215.33	19,387.07	27,645.99	110,584.00	91,196.93	82.46%
Supplemental Pensions	4135	92.30	200.00	507.65	600.00	2,400.00	1,892.35	78.84%
Total Benefits		15,885.22	18,634.06	43,589.54	57,530.25	226,865.00	183,275.46	80.79%
Materials and Supplies								
Liability Insurance	4219	256.48	1,467.58	886.20	4,402.74	194,311.00	193,424.80	99.54%
Maintenance - Building	4223	2,291.08	5,230.83	4,287.85	15,692.49	62,770.00	58,482.15	93.16%
Maintenance - Equipment	4225	2,109.63	1,008.33	4,435.91	3,024.99	12,100.00	7,664.09	63.33%
Maintenance - Water System	4231	6,314.59	12,437.50	29,539.46	37,312.50	149,250.00	119,710.54	80.20%
Postage/Mailings	4233	30.00	83.33	30.00	249.99	1,000.00	970.00	97.00%
Quality Control	4241	1,397.50	1,365.83	2,025.68	4,097.49	16,390.00	14,364.32	87.64%
Service Charge	4251	20,833.34	20,833.34	62,500.02	62,500.02	250,000.00	187,499.98	74.99%
Supplies - Operation	4255	0.00	596.66	130.30	1,789.98	7,160.00	7,029.70	98.18%
Training and Education	4263	0.00	453.25	15.00	1,359.73	5,439.00	5,424.00	99.72%
Telephone	4267	828.46	895.75	1,069.72	2,687.25	10,749.00	9,679.28	90.04%
Uniforms	4269	0.00	258.33	250.01	774.99	3,100.00	2,849.99	91.93%
Utilities (Elec, Gas, Wtr, Sewer)	4271	3,170.93	4,068.75	3,801.72	12,206.25	48,825.00	45,023.28	92.21%
Vehicle (Gas and Oil)	4273	0.00	1,856.25	2,854.47	5,568.75	22,575.00	19,720.53	87.35%
Total Materials and Supplies		37,232.01	50,555.73	111,826.34	151,667.17	783,669.00	671,842.66	85.73%
Contractual								
Audit	4320	0.00	0.00	0.00	0.00	10,000.00	10,000.00	100.00%
Consulting/Professional	4325	345.00	1,083.33	732.50	3,249.99	13,000.00	12,267.50	94.36%
Leak Detection	4326	0.00	1,675.00	0.00	5,025.00	20,100.00	20,100.00	100.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	25,473.25	12,694.00	25,473.25	38,082.00	152,328.00	126,854.75	83.27%
DuPage Water Commission	4340	304,991.98	329,276.75	619,977.16	987,830.25	3,951,321.00	3,331,343.84	84.30%
Total Contractual		330,810.23	344,729.08	646,182.91	1,034,187.24	4,146,749.00	3,500,566.09	84.42%
Capital Outlay								
Equipment	4815	14,000.00	6,000.00	14,000.00	18,000.00	72,000.00	58,000.00	80.55%
Water Meter Purchases	4880	0.00	2,083.33	0.00	6,249.99	25,000.00	25,000.00	100.00%
Total Capital Outlay		14,000.00	8,083.33	14,000.00	24,249.99	97,000.00	83,000.00	85.57%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	8,181.13	108,896.00	308,896.00	300,714.87	97.35%
Total Debt Service		0.00	0.00	8,181.13	108,896.00	308,896.00	300,714.87	97.35%
Total Expenditures		452,243.68	461,040.01	965,098.33	1,511,079.83	6,066,504.00	5,101,405.67	84.09%
Total		(452,243.68)	(461,040.01)	(965,098.33)	(1,511,079.83)	(6,066,504.00)	(5,101,405.67)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	75,000.00	75,000.00	300,000.00	225,000.00	75.00%
Total Salaries		25,000.00	25,000.00	75,000.00	75,000.00	300,000.00	225,000.00	75.00%
Materials and Supplies								
Road Material	4245	4,360.72	2,951.25	5,328.44	8,853.75	35,415.00	30,086.56	84.95%
Salt	4249	0.00	14,166.67	0.00	42,500.01	170,000.00	170,000.00	100.00%
Supplies - Other	4257	465.26	1,250.00	8,405.75	3,750.00	15,000.00	6,594.25	43.96%
Pavement Striping	4261	0.00	0.00	0.00	0.00	8,500.00	8,500.00	100.00%
Total Materials and Supplies		4,825.98	18,367.92	13,734.19	55,103.76	228,915.00	215,180.81	94.00%
Contractual								
Consulting/Professional	4325	0.00	20,000.00	0.00	40,000.00	50,000.00	50,000.00	100.00%
Total Contractual		0.00	20,000.00	0.00	40,000.00	50,000.00	50,000.00	100.00%
Total Expenditures		29,825.98	63,367.92	88,734.19	170,103.76	578,915.00	490,180.81	84.67%
Total		(29,825.98)	(63,367.92)	(88,734.19)	(170,103.76)	(578,915.00)	(490,180.81)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Maintenance - Grounds	4227	0.00	1,500.00	0.00	1,500.00	3,900.00	3,900.00	100.00%
Total Materials and Supplies		0.00	1,500.00	0.00	1,500.00	3,900.00	3,900.00	100.00%
Contractual								
Consulting/Professional	4325	0.00	250.00	0.00	750.00	3,000.00	3,000.00	100.00%
Contingency	4330	0.00	0.00	0.00	0.00	1,500.00	1,500.00	100.00%
Total Contractual		0.00	250.00	0.00	750.00	4,500.00	4,500.00	100.00%
Total Expenditures		0.00	1,750.00	0.00	2,250.00	8,400.00	8,400.00	100.00%
Total		0.00	(1,750.00)	0.00	(2,250.00)	(8,400.00)	(8,400.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Capital Improv-Infrastructure	4390	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Hydrant Painting	4391	0.00	0.00	0.00	0.00	41,000.00	41,000.00	100.00%
Capital Improvements	4810	41,900.00	70,000.00	41,900.00	70,000.00	70,000.00	28,100.00	40.14%
Total Capital Outlay		<u>51,900.00</u>	<u>80,000.00</u>	<u>51,900.00</u>	<u>80,000.00</u>	<u>121,000.00</u>	<u>69,100.00</u>	<u>57.11%</u>
Total Expenditures		<u>51,900.00</u>	<u>80,000.00</u>	<u>51,900.00</u>	<u>80,000.00</u>	<u>121,000.00</u>	<u>69,100.00</u>	<u>57.11%</u>
Total		(51,900.00)	(80,000.00)	(51,900.00)	(80,000.00)	(121,000.00)	(69,100.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 7/1/2013 Through 7/31/2013

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Expenditures								
Other Charges								
Transfer to Other Funds	4605	145,901.51	0.00	145,901.51	0.00	0.00	(145,901.51)	0.00%
Total Other Charges		145,901.51	0.00	145,901.51	0.00	0.00	(145,901.51)	0.00%
Total Expenditures		145,901.51	0.00	145,901.51	0.00	0.00	(145,901.51)	0.00%
Total		(145,901.51)	0.00	(145,901.51)	0.00	0.00	145,901.51	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	15,000.00	0.00	35,000.00	45,500.00	45,500.00	100.00%
Total Contractual		0.00	15,000.00	0.00	35,000.00	45,500.00	45,500.00	100.00%
Capital Outlay								
Ditch Projects	4376	167,997.89	200,000.00	460,549.36	808,000.00	808,000.00	347,450.64	43.00%
Sidewalk Replacement Program	4380	0.00	0.00	9,778.00	71,800.00	71,800.00	62,022.00	86.38%
Crack Seal Program	4382	0.00	0.00	0.00	0.00	101,250.00	101,250.00	100.00%
Curb & Gutter Replacement Prog	4383	238.30	40,000.00	248,755.10	351,075.00	351,075.00	102,319.90	29.14%
Equipment	4815	17,644.74	0.00	49,671.72	100,000.00	210,000.00	160,328.28	76.34%
Street Reconstruction/Rehab	4855	0.00	700,000.00	651,693.30	1,270,000.00	1,427,405.00	775,711.70	54.34%
Total Capital Outlay		185,880.93	940,000.00	1,420,447.48	2,600,875.00	2,969,530.00	1,549,082.52	52.17%
Debt Service								
Debt Retire	4905	0.00	0.00	34,087.38	0.00	202,194.00	168,106.62	83.14%
Total Debt Service		0.00	0.00	34,087.38	0.00	202,194.00	168,106.62	83.14%
Total Expenditures		185,880.93	955,000.00	1,454,534.86	2,635,875.00	3,217,224.00	1,762,689.14	54.79%
Total		(185,880.93)	(955,000.00)	(1,454,534.86)	(2,635,875.00)	(3,217,224.00)	(1,762,689.14)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Debt Service Fund
Debt Service Fund Expenditures
From 7/1/2013 Through 7/31/2013

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	86,837.50	208,400.00	498,400.00	411,562.50	82.57%
Total Debt Service		0.00	0.00	86,837.50	208,400.00	498,400.00	411,562.50	82.58%
Total Expenditures		0.00	0.00	86,837.50	208,400.00	498,400.00	411,562.50	82.58%
Total		0.00	0.00	(86,837.50)	(208,400.00)	(498,400.00)	(411,562.50)	0.00%

CITY OF DARIEN -- CASH RESERVES
July 31, 2013

FUND	FUND NAME	TOTAL
01	General Fund	\$ 1,036,636.15
02	Water Fund	\$ 690,873.72
03	MFT Fund	\$ 322,101.40
05	Impact Fees Fund	\$ 13,249.85
10	Special Service Area Tax Fund	\$ 11,561.74
11	Drug Forfeiture Fund	\$ 6,148.99
12	Water Depreciation Fund	\$ 522,535.82
15	D.A.D.C. Fund	\$ -
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 10,905.56
25	Capital Improvement Fund	\$ 5,446,331.12
35	Debt Service Fund	\$ 177,216.10
	TOTAL	\$ 8,237,586.32

Prior Month Cash Balance **\$ 8,375,285.78**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.00%	\$ 11,970.80
Republic Bank Now Account - 1.00%	\$ 8,077,626.28
Republic Bank Operating Account	\$ 29,375.76
Republic Bank Payroll Account - Zero Balance Acct	\$ (39,381.13)
Illinois Funds Money Market Account - .015%	\$ 105,747.01
IMET Investment Fund - .33%	\$ 52,247.60
	<u>\$ 8,237,586.32</u>

Wells Fargo Collateral Statement **Market Value**
\$ 8,665,736

AGENDA MEMO
CITY COUNCIL
Meeting Date: September 3, 2013

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Our Lady of Peace Home & School Association.

BACKUP

Background/History

Our Lady of Peace Home & School Association will be conducting a Fundraiser on Friday, September 20, 2013 and has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

Staff/Committee Recommendation

Staff recommends waiving the fee for the Temporary Liquor License for Our Lady of Peace Home & School Association.

Alternate Consideration

Not approving the motion at this time would be an alternate consideration.

Decision Mode

This item will be on the September 3, 2013 City Council Agenda for formal consideration.

August 20, 2013

City Clerk of Darien – Maria Gonzalez
1702 Plainfield Road
Darien, Illinois 60561

Dear Ms. Gonzalez,

My name is Tony Lessmeister and I am the President of the OLP Home and School Association (HSA) at Our Lady of Peace School in Darien.

I am requesting a liquor license for our Trivia Night which will be held on September 20, 2013 at 7pm at the Our Lady of Peace school gym. I have attached the certificate of coverage of insurance from the Diocese of Joliet that would cover the insurance needed for the evening.

The "scope" of the Trivia Night is detailed below.

- Date Friday, September 20
- Location Our Lady of Peace school gym
- Time 7 to 11pm
- Approximate Attendees 125 – 150
- Cost of Liquor \$3 for can of beer (bucket of 6 for \$15) and \$2 for a glass of wine. We will be selling beer, wine, soda, and water. No hard liquor. The cost of the drinks will be separate from the cost of admission.

Since this is a fundraiser for a non-profit organization, I request that any fee requirement be waived.

If you have further questions, please call me at 630-730-7264.

Sincerely,



Anton Lessmeister
7533 Comstock Ln
Darien, IL 60561

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF BEER AND WINE FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP Our Lady Of Peace Catholic School

ADDRESS 709 Plainfield Rd Darien IL 60561 PHONE 630-325-9220

TYPE OF EVENT Fundraiser

LOCATION OF EVENT School Gym

DATE AND TIME OF EVENT Friday, September 20th 2013, 7pm-11pm

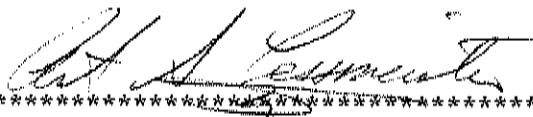
NAME OF APPLICANT OR REPRESENTATIVE Anton (Tony) Lessmeister

ADDRESS 7533 Comstock Ln. Darien IL 60561 PHONE 630-810-0477

NAME OF CHAIRMAN OF EVENT Anton (Tony) Lessmeister

ADDRESS 7533 Comstock Ln. Darien IL 60561 PHONE 630-810-0477

Signature of Applicant



FEE: DATE PAID:

Date Approved: Application Approved:

License No. Issued

Kathleen Moesle Weaver, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

AGENDA MEMO
CITY COUNCIL
MEETING DATE: September 3, 2013

Issue Statement

PZC 2013-05: **8691 Woodvale Drive:** Requests a variation to permit the construction of a 6-foot tall fence within a rear yard adjacent to a neighboring front yard, a corner lot.
[ORDINANCE](#) **[BACKUP](#)**

Discussion/Overview

The Planning and Zoning Commission held the required public hearing on August 21, 2013. Both the Planning and Zoning Commission and the Municipal Services Committee recommend approval of the variation petition.

The full discussion follows as “Additional Information.”

The draft ordinance is attached.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee considered this item at its meeting on August 26, 2013.
The City Council will consider this item at its meeting on September 3, 2013.

Additional Information

Issue Statement

PZC 2013-05: **8691 Woodvale Drive:** Requests a variation to permit the construction of a 6-foot tall fence within a rear yard adjacent to a neighboring front yard, a corner lot.

Applicable Regulations: Zoning Ordinance: 5A-5-8-2(A)(4): Fence Regulations, Residence Districts

General Information

Property Owner/
Petitioner: Tracy and Donna Beaman
8691 Woodvale Drive
Darien, IL 60561

Property Location: 8691 Woodvale Drive

PIN: 09-31-409-005

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family home

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence: single-family residence
South: R-3 Residential District (Woodridge) and R-2 Single-Family Residence (DuPage County): single-family residences
East: R-2 Single-Family Residence: single-family residence
West: R-2 Single-Family Residence: single-family residence

Comprehensive Plan Update: Low-Density Residential

History: No cases found.

Size of Property: 15,547 square feet

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

Natural Features: None

Transportation: Property has frontage on Woodvale Drive and 87th Street.

Documents Submitted

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

1. Plat of Survey, 1 sheet, prepared by Webster and Associates, dated March 12, 1987.

Planning Overview/ Discussion

The subject property is located at the northeast corner of Woodvale Drive and 87th Street. This is a corner lot where the rear yard of the subject property abuts the front yard of a neighboring property fronting onto 87th Street.

Currently, the petitioner has a 6-foot tall fence enclosing their rear yard. They plan to remove the fence and construct a new fence. The new fence is required to comply with the current Zoning Ordinance.

Section 5A-5-8-2(A)(4) provides the following: Fences shall be permitted in the rear yard to a height not to exceed 6 feet, provided that the height of the fence shall not exceed 4 feet in that part of the actual rear yard abutting a front yard of another lot.

The petitioner is seeking a variation to construct a 6-foot tall fence within the portion of their rear yard abutting a neighboring front yard. The plat of survey is attached along with two aerial photos illustrating the rear yard and front yards of the neighboring properties.

The variation request must address the following criteria for approval:

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

Staff Findings/Recommendations

If the resident to the east does not object, staff does not object to the variation petition. As of the writing of this memo, staff has not received any questions, comments or objections concerning the proposed variation.

The proposed variation will not adversely alter the general character of the property, it will not impair the adequate supply of light and air to the adjacent property, nor will the proposed variation adversely alter the essential character of the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to grant the variation:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo and pointing out the aerial map illustrating the relationship between the rear yard of the subject property and front yard of the neighboring property.

Tracy Beaman, the petitioner was present. Mr. Beaman stated he plans to replace the existing fence with the same type of fence.

Commissioner Mallers asked how long the existing fence was there.

Mr. Beaman stated the fence is 25 years old.

Mr. Griffith stated that subdivision as annexed in 1992.

Commissioner Hickok asked why a 6-foot fence is needed over a 4-foot fence.

Mr. Beaman stated 87th Street is noisy and having a portion of the fence 6 feet and then 4 feet would not look good.

Commissioner Hickok stated he did not object to the variation.

There was not anyone from the public to offer any comments.

Without further discussion, Commissioner Vonder Heide made the following motion seconded by Commission Kiefer:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in

conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

Municipal Services Committee – August 26, 2013

Based on the Planning and Zoning Commission review and recommendation, staff recommends the Committee make the following recommendation to grant the variation:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-05 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.

Municipal Services Committee Review – August 26, 2013

The Municipal Services Committee considered this matter at its meeting on August 26, 2013. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

The petitioner was not present.

Michael Griffith, Senior Planner, reviewed the staff memo noting the aerial maps illustrating the location of the petitioner's rear yard and the neighbor's front yard. He noted the Planning and Zoning Commission's recommendation.

Alderman Beilke asked if the resident to the east had any issues.

Mr. Griffith stated the resident to the east was sent a public hearing notice and he had not heard from them and no one was at the Commission meeting to offer comments.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Beilke made a motion to recommend approval of the variation petition, seconded by Alderman Seifert.

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

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

(PZC 2013-05: 8691 Woodvale Drive)

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 3rd DAY OF SEPTEMBER, 2013**

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

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

(PZC 2013-05: 8691 Woodvale Drive)

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

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

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

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

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to permit the construction of a 6-foot tall fence within the portion of the rear yard adjacent to a neighboring front yard where 4 feet is the maximum height permitted; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on August 21, 2013; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of August 21, 2013, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on August 26, 2013, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 8691 Woodvale Drive, Darien, Illinois, and legally described as follows:

LOT 173 IN GALLAGHER AND HENRY’S FARMINGDALE VILLAGE UNIT 2, A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1973 AS DOCUMENT NUMBER R73-76083 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-31-409-005

SECTION 2: Variations from Zoning Ordinance Granted. A variation from the Darien Zoning Ordinance, Section 5A-5-8-2(A)(4), Fence Regulations, Residence Districts, is hereby granted to permit the

construction of a 6-foot tall fence within the portion of the rear yard adjacent to a neighboring front.

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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



8691 Woodvale Ave.

Map Information
Map Scale: 1:10000
Map Date: 11/11/2011
Map Author: GIS
Map Project: GIS



8691 Woodvale Ave.

Rear
Yard

Front
Yard

Area of rear
yard adjacent
to neighboring
front yard.

Legend

- Property Line
- Building Footprint
- Street
- Other

AGENDA MEMO
CITY COUNCIL
MEETING DATE: September 3, 2013

Issue Statement

PZC 2013-04: **1041 S. Frontage Road, Darien Municipal Services:** Petitioner requests the following approvals to permit the construction of a 300-foot tall wireless communications tower:

1. A special use for public and private utility facilities within the I-1 General Industrial District.
2. A variation to permit a tower at 300 feet tall where 60 feet is the maximum permitted.

[ORDINANCE](#) **[SITE PLAN](#)**

Discussion/Overview

The Planning and Zoning Commission held the required public hearing on August 21, 2013. Both the Planning and Zoning Commission and the Municipal Services Committee recommend approval of the petition.

The full discussion follows as “Additional Information.” The agenda memo was updated to reflect the most recent site plan.

The draft ordinance is attached.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee considered this item at its meeting on August 26, 2013.
The City Council will consider this item at its meeting on September 3, 2013.

Additional Information

Issue Statement

PZC 2013-04: **1041 S. Frontage Road, Darien Municipal Services:** Petitioner requests the following approvals to permit the construction of a 300-foot tall wireless communications tower:

1. A special use for public and private utility facilities within the I-1 General Industrial District.
2. A variation to permit a tower at 300 feet tall where 60 feet is the maximum permitted.

Applicable Regulations: Zoning Ordinance, Section 5A-2-2-6: Special Uses.
 Zoning Ordinance, Section 5A-9-4-4: Special Uses, I-1 zoning district.
 Zoning Ordinance, Section 5A-5-12(C): Height Limitations.

General Information

Petitioner: City of Darien
 Municipal Services Department
 1041 S. Frontage Road
 Darien, IL 60561

Property Owner: City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Property Location: 1041 S. Frontage Road

PIN: 09-34-303-026

Existing Zoning: I-1 General Industrial District

Existing Land Use: Municipal public works facility

Surrounding Zoning and Land Use:

North: I-1 General Industrial District and I-55: Expressway.
South: R-1 Single-Family Residence District (DuPage County): Forest preserve.
East: I-1 General Industrial District: Vacant.
West: I-55 and Cass Avenue interchange: Expressway interchange.

Comprehensive Plan Update: Industrial

History:	In 1991, the City Council granted a special use for a tower located at the southeast corner of the property. In 2010, the City Council granted a variation for the salt barn location. There have been several plats of resubdivision approved by the City Council in the past few years related to selling real estate not needed by the City.
Size of Property:	6.51 acres
Floodplain:	None.
Natural Features:	None.
Transportation:	Property has frontage on S. Frontage Road.

Documents Submitted

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

1. Site Plan, 2 sheets, prepared by FMHC, dated August 14, 2013.
2. Aerial Photo, 1 sheet.

Planning Overview/ Discussion

The subject property is the City's Municipal Services Facility (formally Public Works), located at the southeast corner of the I-55 and Cass Avenue interchange.

The City proposes to have a 300-foot tall tower constructed at northwest area of the property, on the west side of the salt barn. The site chosen was determined to be the optimal location from the radio frequency engineers.

Currently, there is a tower located at the southeast corner of the property.

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

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

2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Municipal Services Committee.

The variation request must address the following criteria for approval:

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

Staff Findings/Recommendations

Staff recommends the Planning and Zoning Commission make the following recommendation to grant the special use and variation petitions:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-04 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo. He noted that the tower location had changed. The tower is proposed to be located next to the existing tower at the southeast corner of the property as opposed to what was shown on the site plan provided. He stated the new location eliminates the variations needed.

Mr. Griffith stated the tower is being built by a company that will then deed it over to the City, they will retain space on the tower for their use and the City will then be able to lease out the remaining space on the tower for revenue.

Aaron Valley, FMHC Design, Inc., representing the company that will build the tower, was present. He stated the tower will be located immediately to the north of the existing tower and that the radio frequency engineers have determined this will be a suitable location. He stated the tower will be built to accommodate 8 carriers.

The Commission asked about FAA approval.

Mr. Valley stated they need to obtain FAA approval, stating the tower may be shorter than 300 feet based on FAA approval.

Mr. Griffith provided a copy of a letter from the DuPage County Forest Preserve District stating they did not object to the tower.

The Commission members did not state any objections.

There was not anyone from the public to offer comments.

Without further discussion, Commissioner Kiefer made the following recommendation seconded by Commission Ritzert:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-04 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

Municipal Services Committee – August 26, 2013

Based on the Planning and Zoning Commission review and recommendation, staff recommends the Committee make the following recommendation to grant the special use:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-04 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.

Municipal Services Committee Review – August 26, 2013

The Municipal Services Committee considered this matter at its meeting on August 26, 2013. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo and noted the Planning and Zoning Commission's recommendation. He noted the tower location had changed after the agenda memo to the Commission had been prepared, stating the tower is to be located to the north of the existing tower. He provided a site plan to the Committee members. He stated the new location eliminates the variations related to the tower location noted in the agenda memo.

Dan Gombac, Director, noted the Forest Preserve did not have an objection and staff had not heard from Linda Painter, a resident in the nearby Timberlake subdivision as well as being on the Forest Preserve Board.

There was a question as to the number of locations on the tower for antennas.

Aaron Valley, FMHC Design, Inc., was present. Mr. Valley stated the tower will be designed to have 8 locations, the company building the tower will retain one location.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Seifert made a motion to recommend approval of the special use and variation petition, seconded by Alderman Beilke.

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

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A SPECIAL USE AND
VARIATION TO THE DARIEN ZONING ORDINANCE
FOR THE CONSTRUCTION OF A TRANSMITTING TOWER**

(PZC 2013-04: 1041 S. Frontage Road, Darien Municipal Services)

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

**AN ORDINANCE APPROVING A SPECIAL USE AND
VARIATION TO THE DARIEN ZONING ORDINANCE
FOR THE CONSTRUCTION OF A TRANSMITTING TOWER**

(PZC 2013-04: 1041 S. Frontage Road, Darien Municipal Services)

-

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

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned I-1 General Industrial District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a special use in order to construct a second transmitting tower on the Subject Property and a variation to allow said transmitting tower to be 300 feet in height where the maximum height permitted is 60 feet; and

WHEREAS, Section 5A-9-4-4 of the Darien Zoning Ordinance allows public and private utility facilities as a special use within the I-1 General Industrial District; and

WHEREAS, pursuant to proper legal notice, a public hearing on said petition was held before the Planning and Zoning Commission August 21, 2013; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of August 21, 2013, has forwarded its findings and recommendation of approval of said petition to the City Council; and

WHEREAS, on August 26, 2013, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 1041 S. Frontage Road, Darien, Illinois, and legally described as follows:

LOT 1 IN THE DARIEN PUBLIC WORKS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED ON MARCH 24, 2004, DOCUMENT NUMBER R2004-075594, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-34-303-026

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

Zoning Ordinance, a special use is hereby granted to permit the construction of a second transmitting tower on the Subject Property.

SECTION 3: Variation Granted. A variation from the Zoning Ordinance, Section 5A-5-12(C), Height Limitations, is hereby granted to permit a transmitting tower to be constructed to a height of 300 feet.

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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

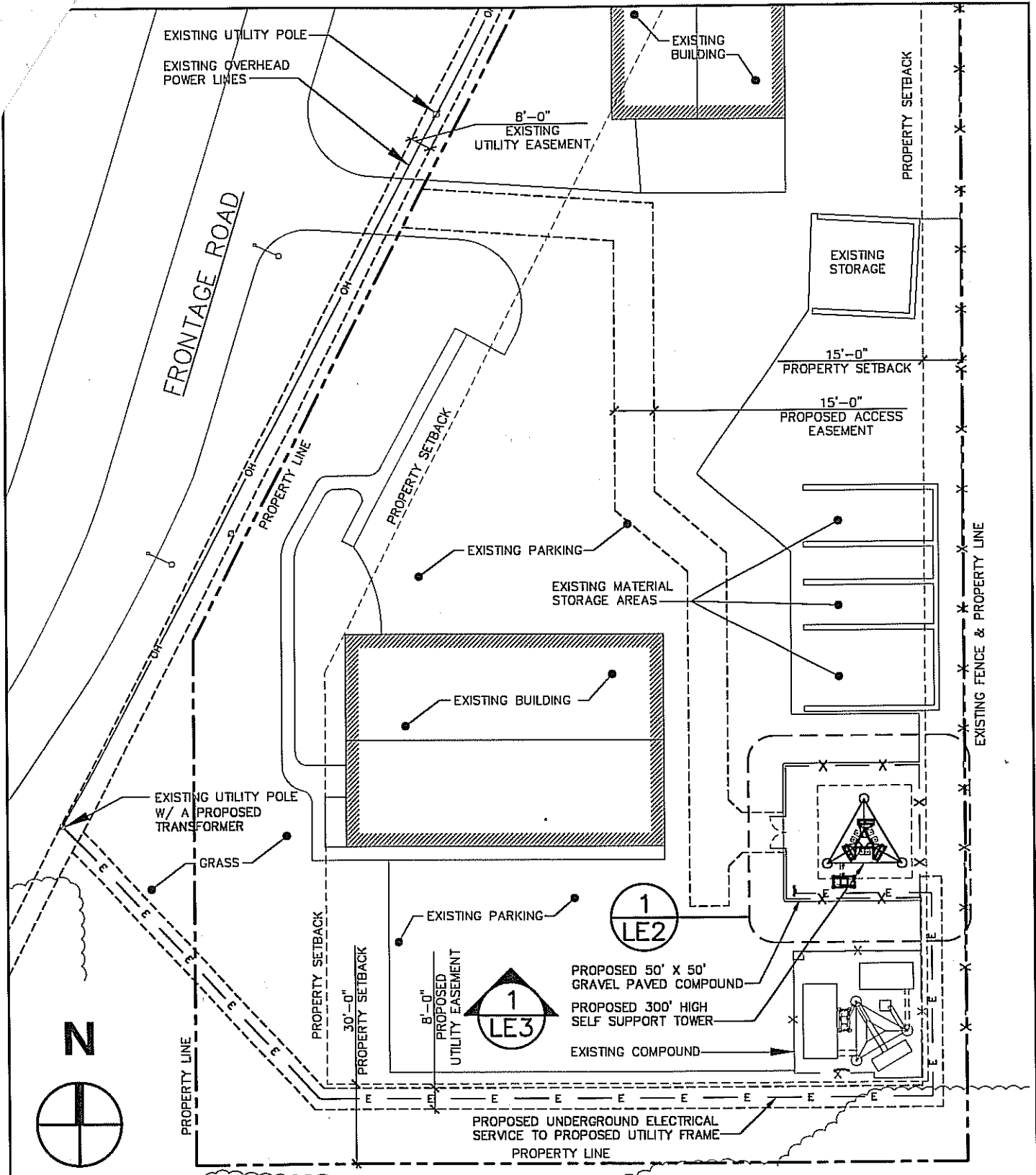
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



SITE PLAN

SCALE: 1" = 50'

1

WCW

fmhc
taking telecom to new heights
FMHC DESIGN INC.
ARCHITECTURE / TELECOMMUNICATIONS

1700 SHERWIN AVENUE
DES PLAINES, IL 60018
Tel: (773) 380-3800
Fax: (773) 693-0850

DATE
08.14.13

PROJECT NO.
1169

REVISION
REV 00

**DARIEN
PUBLIC WORKS**

1041 S. FRONTAGE RD
DARIEN, IL
60561

SHEET NUMBER
LE 1

AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

A resolution accepting a proposal from Associated Technical Services Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00.

RESOLUTION

BACKGROUND

The Water Division currently utilizes 2 (two) leak surveying devices to assist us in determining whether a water leak exists in the system. The equipment allows us to confirm leaks at fire hydrants, water buffalo boxes (water services), main line valves and water main breaks. The existing equipment is approximately 13 years in age and has exceeded its useful life. One unit requires extensive repairs in an approximate amount of a cost of a new one. The second unit continues to have ongoing electronic component issues and is not reliable. The listening devices afford the department to confirm whether we have a leak on our water system prior to an excavation. The devices also prevent us from performing unnecessary excavations resulting in costly restoration costs and allocation of resources.

Competitive quotes were requested for the listening devices and staff received 3 (three) quotes and are listed below:

VENDOR	PRICE QUOTED
Associated Technical Services, Ltd	\$9,100.00
Pollard Water	\$9,101.40
Fluid Conservation Systems	\$9,920.00

This item was budgeted for FY13-14 and the expenditure would come from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4815	Water Leak Devices	\$9,500.00	\$ 9,100.00	\$ 400.00

The Staff has tested the leak devices and meets the requirements of the department.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Associated Technical Services Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES, LTD FOR 2 (TWO) FCS MODEL S-30 ULTRASONIC LEAK SURVEYOR UNITS IN AN AMOUNT NOT TO EXCEED \$9,100.00

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 to accept a proposal from Associated Technical Services, Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor units in an amount not to exceed \$9,100.00, 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 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ASSOCIATED TECHNICAL SERVICES LTD.

524 W. ST. CHARLES RD., VILLA PARK, ILLINOIS 60181
PHONE 630/834-1558

July 23, 2013

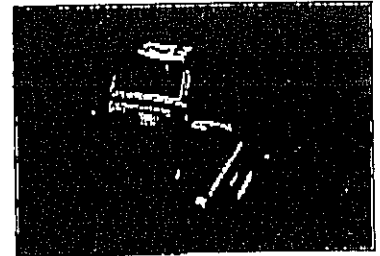
City of Darien
1041 S. Frontage Road
Darien, Illinois 60561

Attn: Mr. Dennis Cable

RE: Quotation for Purchase of an "FCS
S-30 Ultrasonic Leak Surveyor"

Dear Mr. Cable,

We are pleased to present the following price quotation for the purchase of a "FCS Model S-30 Ultrasonic Leak Surveyor". This is the finest and most sensitive leak detection device on the market today. The "S-30" has superb audio quality so a trained operator can accurately identify more leak sounds throughout a wider range of sound frequencies. This is the same equipment that ATS has used in your Village to conduct your annual leak survey. It's also an essential tool for emergency main break locations. This is the best gear you can get.



FCS S-30 Ultrasonic Leak Surveyor

With proper training, this equipment will give you some valuable new capabilities:

- Enhance your "in-house" diagnostic capabilities for suspect leak situations
- With experience, pinpoint certain leaks with the "Ground Miking Technique"
- Better evaluation ability for suspect customer leak complaints
- With experience, conduct ultrasonic leak detection surveys
- Detect hydrant leaks left over from flushing programs before you leave that hydrant
- Evaluate and confirm leak sites before the location service arrives

Survey for leaks any time
of the day or night.

The price for the equipment and training listed below is as follows:

1. 2 - FCS S-30 Ultrasonic Surveyor Amplification Units
2. 2 - David Clark® Stereo Head Sets (Durable Aviation Grade)
3. 2 - FCS AX-80 12 V/G Accelerometer / Transducers (5 year warranty)
4. 2 - Rugged Sensor Cables (Specify 6' or 10' length with your order)
5. 2 - Durable Nylon, Belt Mount Holster Carry Cases w/ Shoulder Strap
6. 2 - Stainless Steel Rod Sets for Listening and Ground Miking
7. 2 - Heavy Duty Fiberglass Hard-Shell Storage Carrying Cases
8. 12 month warranty for parts and labor
9. ATS Instructional Training Session

List Price for Equipment & Training: \$ 9,100.00 free shipping

Note: Specify either a "press & hold" or "press & release" listening switch when you are actually listening for leaks. It is a personal preference option.

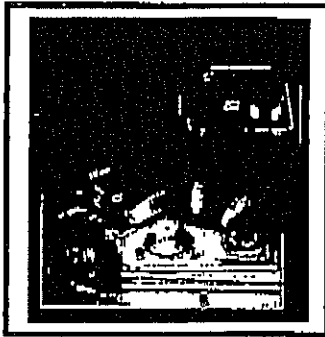
WATER CONSERVATION SPECIALISTS

EMERGENCY LEAK PINPOINTING • LEAK DETECTION SURVEYS • UNDERGROUND UTILITY LINE LOCATION
CCTV INTERNAL SEWER INSPECTION • UTILITY SYSTEM MAPPING • EQUIPMENT SALES & TRAINING

City of Darien
S30 Leak Surveyor Quote

2 of 2

July 23, 2013



The FCS S-30 System includes everything you need to detect leaks like a pro

"FCS S-30 Leak Surveyor" Advantages: The *FCS S-30* is the best sounding and most sensitive ultrasonic listening device on the market today. You get everything you need to "ground mic" and listen to water system appurtenances for leaks. *FCS / Fluid Conservation Systems* was established in 1982, and since that time they have established themselves as the world leader in leak detection equipment manufacturing. The *FCS S-30* is powered by two 9-Volt alkaline batteries for up to 40 hours use. The *FCS S-30* is very durable and operates in all weather conditions regardless of temperature. At the touch of a knob, you have your choice of

manual or automatic gain control. This is the patented feature that allows leak detection to be performed in noisy atmospheres that prohibit the use of nearly every other kind of conventional electronic detection equipment. Superior sounding quality and LCD display gives the operator more useful leak detection information from more listening points. This is the best leak detection device on the market. **All components are Made in the USA.**

The Advantage of Buying from ATS: *Associated Technical Services* was established in 1979. *ATS* was the first company in the world to use Leak Correlators and ultrasonic *FCS Leak Detection Equipment*. *ATS* specializes in the field of leak detection and location and subsequently, established ourselves as the undisputed leaders in our chosen field of expertise. We pinpointed our first leak on January 10, 1980 using *FCS Equipment*. **Since then we have detected and pinpointed hundreds of thousands of leaks.** This equipment has also allowed *ATS* to conduct the most accurate and successful leak surveys in the business.

Training and After-Sale Technical Support: Any training that you may require is performed by *ATS Field Technicians* who are experts at using this equipment - as opposed to catalog houses or water product sales reps who typically lack necessary practical leak detection experience. *ATS* has trained more Chicago metropolitan area municipal personnel on the proper use of ultrasonic leak detection systems than anyone else with the possible exception of *FCS*. When you experience a problem in the field our expert advice is available 24 hours a day by phone or a short drive from our office. Minor repairs can often be handled in-house and loaner equipment is available.

Ordering Your Own System: Your verbal authorization followed by your purchase order is all we need to confirm your equipment order. Delivery is usually handled in 5 working days. Once your equipment arrives, it is checked over and field-tested by *ATS* to ensure that nothing shook loose and was damaged during shipping. Your training will be scheduled for a time that is convenient for your staff.

Thank you for your interest in *ATS* and the products we proudly market and support. Please don't hesitate contact us if you should have any questions.

Yours truly,
Associated Technical Services Ltd.

Paul J. Gross
Sales Manager

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a temporary easement at 7515 South Cass Avenue-Heritage Plaza for the 75th Street and Cass Avenue Reconstruction Project.

RESOLUTION

Background/History

The proposed Intergovernmental Agreement with the County of DuPage authorizes the County to create a temporary easement to be utilized as part of the upcoming DuPage County 75th Street and Cass Avenue Reconstruction Project scheduled for 2014. The temporary easements would be located at the northwest corner and southwest corner of 7515 South Cass Ave, commonly known as the Heritage Plaza, and owned by the City of Darien. The dimensions of the easement are twenty (20) feet by approximately nine (9) feet and fifty (50) by twenty (20) feet, see [Attachment 1](#), highlighted. The County is required to have an agreement in place with the property owner for the use of private property. Attached and labeled as [Exhibit A](#) is the Intergovernmental Agreement (IGA) between the City and the County. The IGA will be in effect for up to three years and the County will compensate the City a one-time reimbursement in the amount of \$2,000. The reimbursement is based upon an appraisal report prepared by the County, see [Attachment 2](#).

The County is aware that Chase Bank will be in the process of starting construction as well as the City is considering construction for the Heritage Plaza and will coordinate efforts with Chase and the City as required.

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution and Intergovernmental Agreement.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A TEMPORARY EASEMENT AT 7515 SOUTH CASS AVENUE-HERITAGE PLAZA FOR THE 75TH STREET AND CASS AVENUE RECONSTRUCTION PROJECT

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a temporary easement at 7515 South Cass Avenue-Heritage Plaza for the 75th Street and Cass Avenue Reconstruction Project, a copy of which is attached hereto as "[Exhibit A](#)," and is 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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND
 THE CITY OF DARIEN
 PROVIDING FOR THE GRANTING OF
 TEMPORARY CONSTRUCTION EASEMENTS FOR
 CH 33/75TH STREET
 (ADAMS STREET TO PLAINFIELD ROAD)
 SECTION NO. 12-00233-07-PV

This intergovernmental agreement (hereinafter referred to as "AGREEMENT") is made and entered into this _____ day of _____, 2013, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as "COUNTY") and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois (hereinafter referred to as "CITY"). COUNTY and CITY are hereinafter individually referred to as a "Party" or together as the "Parties."

WITNESSETH

WHEREAS, the COUNTY has developed plans and specifications to improve CH 33/75th Street, from Adams Street to Plainfield Road, including along Cass Avenue, County Section No. 12-00233-07-PV (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY holds title to certain property along CH 15/Cass Avenue within the PROJECT limits; and

WHEREAS, the COUNTY has determined that it is necessary for the COUNTY to acquire temporary construction easements over a portion of the CITY's property along CH 15/Cass Avenue as shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the COUNTY and the CITY are municipalities as defined in Section 1 (c) of "An Act in Relation To The Transfer Of Interests In Real Estate By Units Of Local Governments Or School Districts," 50 ILCS 605/1(c) (hereinafter the "Local Government Property Transfer Act"); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality, pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a

municipality for any municipal or public purpose of the transferee municipality; and

WHEREAS, the COUNTY and CITY are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and in Article VII, Section 10, of the Illinois Constitution of 1970 and the Local Government Property Transfer Act.

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

NOW, THEREFORE, in consideration of promises, terms and considerations set forth herein, the Parties agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1. The PROJECT includes, but is not limited to, the reconstruction and widening of 75th Street from Adams Street to Plainfield Road, intersection improvements at Adams Street, at Cass Avenue and at Plainfield Road, traffic signal modernizations with interconnection and other appurtenant and necessary work.

3.0 RESPONSIBILITIES - JOINT

3.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, permit processing, utility coordination, construction engineering and construction for the PROJECT.

4.2. The COUNTY shall pay to the CITY Two Thousand and 00/100ths Dollars (\$2,000.00) for the temporary construction easements that are the subject of this AGREEMENT and as referenced in paragraph 5.1 hereinafter.

5.0 RESPONSIBILITIES OF THE CITY

5.1. Upon execution of this AGREEMENT, the CITY will grant to the COUNTY, a Temporary Construction Easement, for the Parcels known as 0011TE-A and 0011TE-B, to construct the PROJECT. Said Temporary Construction Easement is attached hereto as Exhibit B and is incorporated and made a part hereof. No formal closing for said Temporary Construction Easement shall be required and the appropriate representatives of the CITY and COUNTY shall complete the exchange following execution of this AGREEMENT.

6.0 MAINTENANCE

6.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the granting of a temporary construction easement by the CITY to the COUNTY for the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways and appurtenances are proposed.

7.0 INDEMNIFICATION

7.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

7.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

7.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under

this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 7.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 7.1., who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 7.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY's and COUNTY's indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed.

8.0 GENERAL

- 8.1. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.2. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Transportation/County Engineer of the COUNTY and the

City Administrator of the CITY shall meet and resolve the issue.

- 8.3. No later than seven (7) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the terms of this AGREEMENT. Each representative shall have authority, on behalf of such party, to complete the acquisition of the Temporary Construction Easement from the CITY to the COUNTY for the PROJECT. Representatives shall be readily available to the other party.
- 8.4. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the acquisition of a temporary construction easement from the CITY to the COUNTY for the PROJECT, and supersedes all previous communications or understandings whether oral or written. The Parties herein acknowledge that a PROJECT related agreement will be subsequent to this AGREEMENT that will establish the parties' mutual project cost and maintenance responsibilities.

10.0 NOTICES

- 10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Bryon D. Vana, City Administrator
Phone: 630.852.5000
Facsimile: 630.852.4709

County of DuPage
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attn: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

13.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

15.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the

particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

16.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF DARIEN

Daniel J. Cronin, Chairman
DuPage County Board

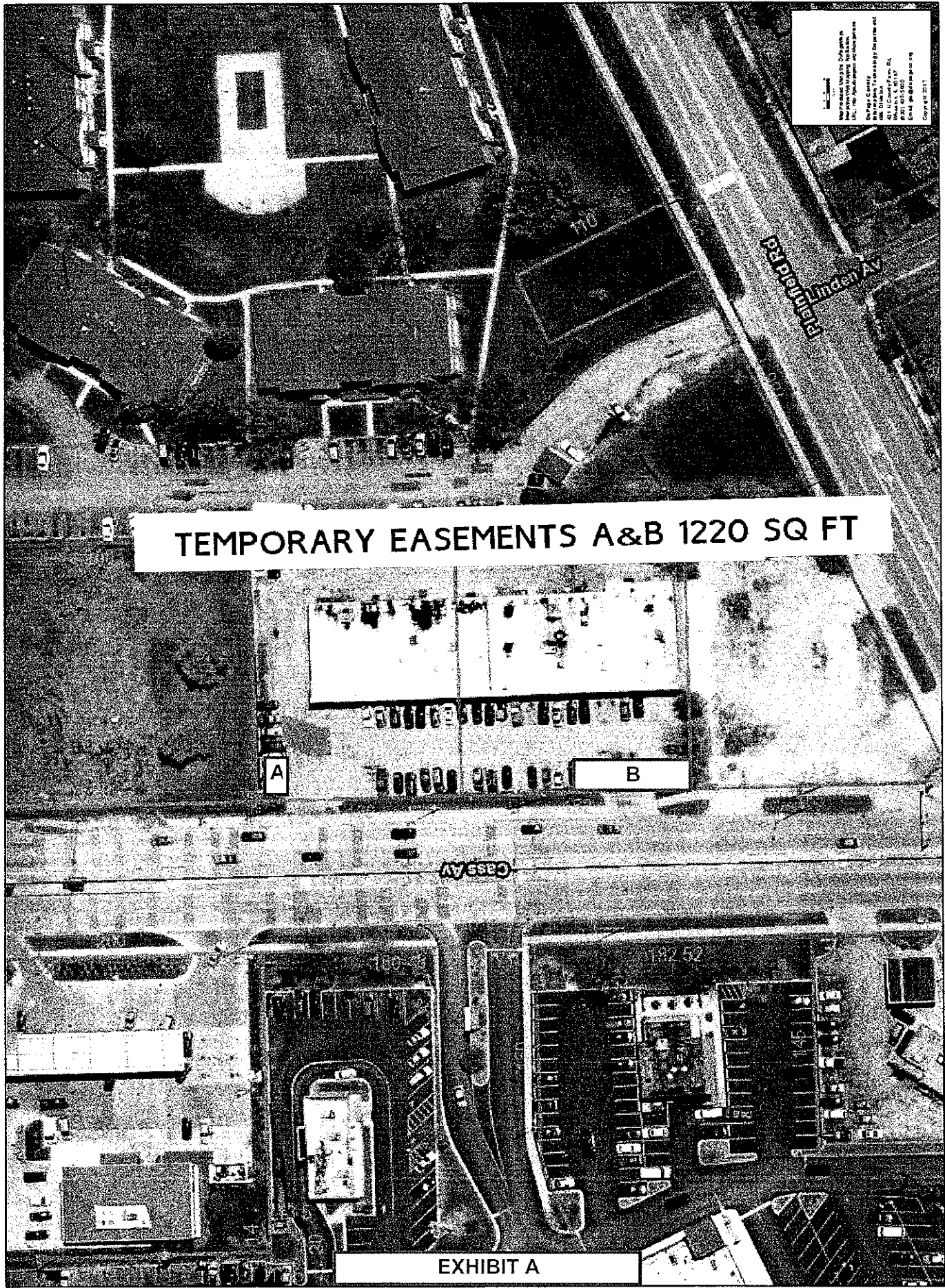
Kathleen A. Weaver, Mayor

ATTEST:

ATTEST:

Gary A. King
County Clerk

Joanne Rogona
City Clerk



DuPage County
Map Application: Web Mapping Application
GIS: Web Mapping and Data Services
DuPage County
401 E. Chestnut Ave., 2nd Floor
Naperville, IL 60563
Email: gis@dupage.org
Copyright 2011

TEMPORARY EASEMENTS A&B 1220 SQ FT

A

B

AV 6500

EXHIBIT A

P.I.N
09-27-300-002/02-27-300-003

Parcel 11TE "A" and "B"
City of Darien

Street Address
Location: 7515 S. Cass, Darien, IL
City offices: 1702 Plainfield Road, Darien,
IL

Section
12-00233-07-PV

CH 33/75th
Adams to Plainfield Road

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, City of Darien a municipal corporation, for and in consideration of Two thousand dollars (\$2000), hereby represents that they own the fee simple title to and do by these presents grant the temporary right, easement and privilege to enter upon the following described land unto the County of DuPage, State of Illinois, Grantee, for the use of the County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose road construction.

See attached legal descriptions made a part hereof

This easement shall be in effect for a period of one (2) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later

Said construction work to be completed as specified in the plans as prepared by said County Division of Transportation.

Said work to be done in a quality workmanlike manner and at the expense of the DuPage County-Division of Transportation.

It is also agreed that the premises will be left in a neat and presentable condition.

P.I.N. 09-27-300-002/02-27-300-003

Parcel 11TE "A" and "B"
City of Darien

Address:
Location: 7515 S. Cass, Darien, IL
City offices: 1702 Plainfield Road, Darien,
IL

Section
12-00233-07-PV
CH33/75th Street
Adams Street to Plainfield Road

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY EASEMENT

Dated this _____ day of _____ A.D., 2013.

ORGANIZATION: _____

FEIN _____

By: _____

Title: _____

Attest: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to this GRANT OF TEMPORARY EASEMENT are personally known to me to be duly authorized officers of the _____ and that they appeared before me this day in person and severally acknowledged that they signed and delivered this document in writing as duly authorized officers of said corporation and caused the corporate seal to be affixed thereto pursuant to authority given by the _____ of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2010.

Notary Public

Commission expires _____

ROUTE : F.A.P. 0369
SECTION : 12-00233-07-PV
COUNTY : DUPAGE
JOB NO. : R-55-001-97
PARCEL : 0011TE-A
STA. : 16+91.14 TO 16+99.82
OWNER : CITY OF DARIEN

INDEX NO. 09-27-300-002

THAT PART OF LOT 4 IN BROOKHAVEN PLAZA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT NUMBER R1959-932271, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID BROOKHAVEN PLAZA SUBDIVISION; THENCE NORTH 88 DEGREES 13 MINUTES 10 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 14 SECONDS EAST ALONG A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 4, SAID WEST LINE ALSO BEING THE EAST LINE OF CASS AVENUE, A DISTANCE OF 8.78 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 46 SECONDS WEST, A DISTANCE OF 20.00 FEET TO SAID WEST LINE OF LOT 4; THENCE NORTH 01 DEGREES 29 MINUTES 14 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 8.68 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID TEMPORARY EASEMENT CONTAINING 0.004 ACRES (175 SQUARE FEET), MORE OR LESS.

ROUTE : F.A.P. 0369
SECTION : 12-00233-07-PV
COUNTY : DUPAGE
JOB NO. : R-55-001-97
PARCEL : 0011TE-B
STA. : 14+11.82 TO 14+63.92
OWNER : CITY OF DARIEN

INDEX NO. 09-27-300-003

THAT PART OF LOT 4 IN BROOKHAVEN PLAZA, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT NUMBER R1959-932271, DESCRIBED AS FOLLOWS:

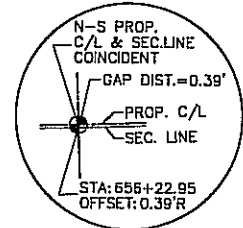
BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN SAID BROOKHAVEN PLAZA SUBDIVISION; THENCE NORTH 01 DEGREES 29 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF LOT 4, SAID WEST LINE ALSO BEING THE EAST LINE OF CASS AVENUE, A DISTANCE OF 52.10 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 46 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 14 SECONDS EAST ALONG A LINE 20.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 4, A DISTANCE OF 52.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 88 DEGREES 13 MINUTES 10 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SAID TEMPORARY EASEMENT CONTAINING 0.024 ACRES, MORE OR LESS. (.1045 SQ FT)

PART OF SECTION 27 AND THE EAST 1/2 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST, OF THE 3rd PM, DU PAGE COUNTY, ILLINOIS.

Table with columns: PARCEL NUMBER, OWNER, PERMANENT INDEX NUMBER, TOTAL HOLDING (ACRES), AREA TAKEN (ACRES), AREA PREV. DED. (ACRES), REMAINDER AREA (ACRES), EASEMENT AREA (ACS/SF), PURPOSE OF EASEMENT AREA, PROPERTY ACQUIRED BY.

DETAIL "C" N.T.S.



- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO THE TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
T2
T3
BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
BT2
BT3
M STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN IDENTIFIED BY INSCRIPTION DATA AND SURVEYOR'S REGISTRATION NUMBER.
M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 1/2 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
PERMANENT SURVEY MARKER, I.D.O.T. STD 2135 (TO BE SET BY OTHERS)
RIGHT OF WAY STAKING PROPOSED TO BE SET.
COORDINATES LISTED HEREON ARE GROUND COORDINATES

LEGEND: SECTION CORNER, QUARTER SECTION CORNER, SECTION LINE, QUARTER SECTION LINE, QUARTER QUARTER SECTION LINE, PLATTED LOT LINE, PROPERTY (DEED) LINE, APPARENT PROPERTY LINE, CENTERLINE, EXISTING RIGHT-OF-WAY LINE, PROPOSED RIGHT-OF-WAY LINE, PROPOSED EASEMENT, PROPERTY/SECTION LINE EXTENSION, MEASURED OR COMPUTED OR CALCULATED DIMENSION, RECORD DIMENSION PER MON. REC'D., EXISTING BUILDING, IRON PIPE OR ROD FOUND, PK "MAG" NAIL FOUND OR SET, CUT CROSS FOUND OR SET, 5/8 REBAR SET.

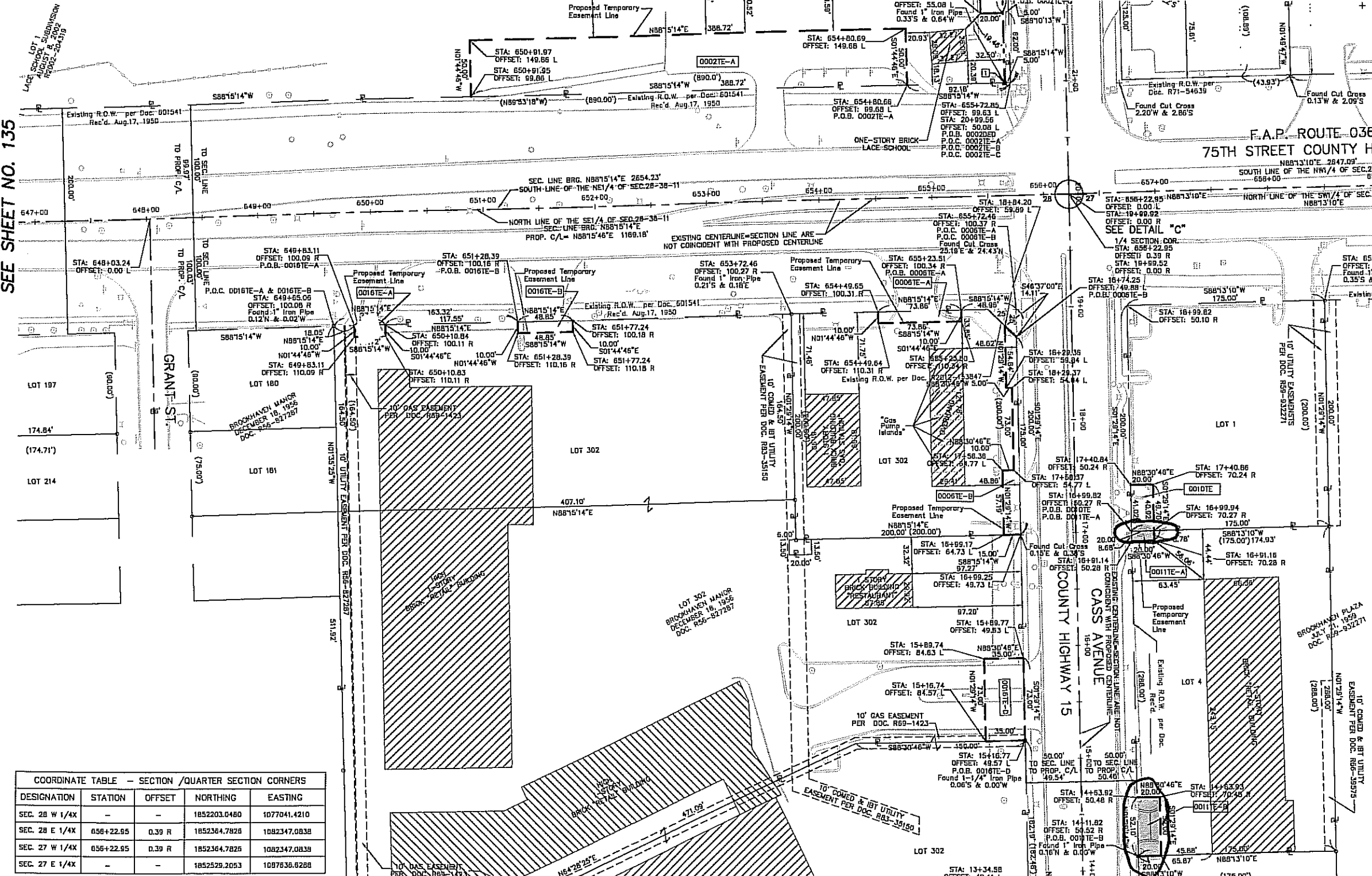
EXISTING IMPROVEMENTS LEGEND

- HEADWALL, RILET, MANHOLE, CATCH BASIN, CURB AND GUTTER, WATER METER VALVE BOX, FIRE HYDRANT, SANITARY SEWER CLEANOUT, WOOD POLE, TRAFFIC SIGN, TRAFFIC SIGNAL, TRAFFIC SIGNAL CONTROL BOX, GUYS/ROPE OR BEADMAN ANCHOR, LIGHT POLE, POWER POLE, CONTROLLER, HANDPOLE, JUNCTION BOX, SPURCE BOX ABOVE GROUND, TELEPHONE SPURCE BOX, ABOVE GROUND, TELEPHONE POLE, HANDPOLE, GUARDRAIL POST, BUSH OR SHRUB, EVERGREEN TREE, EXISTING FENCELINE.

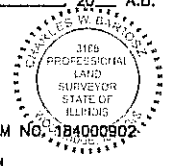
SEE SHEET NO. 135

SEE SHEET NO. 138

SEE SHEET NO. 139



STATE OF ILLINOIS)
COUNTY OF DUPAGE)
THIS IS TO CERTIFY THAT I, CHARLES W. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY; THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.



DATED IN WOODRIDGE, ILLINOIS, THIS ___ DAY OF ___, 20__ A.D.
CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2014.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2013.
THIS SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

PRELIMINARY

COORDINATE TABLE - SECTION /QUARTER SECTION CORNERS. Table with columns: DESIGNATION, STATION, OFFSET, NORTHING, EASTING.

Engineers, Scientists, Surveyors. 7325 Janes Avenue, Suite 100, Woodridge, IL 60517. 630.724.9200 voice, 630.724.0384 fax, v3ca.com

PLAT OF HIGHWAYS STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION F.A.P. ROUTE 0369 COUNTY HIGHWAY 33 (75TH STREET). SECTION PROJECT STATION SCALE: 1" = 50'. DUPAGE COUNTY JOB NO. R-55-001-97 TO STATION 659+50 SHEET 136 OF 271. BUREAU OF LAND ACQUISITION 204 WEST LAND CENTER



**DU PAGE COUNTY
DIVISION OF TRANSPORTATION**

Waiver Valuation

Route: 75th Street (FAP 0369)
 Section: 12-00233-07-PV
 County: DuPage

Project: --
 Job No.: --
 Parcel: 0011 Unit: --

Original Supplement No.

This report is being prepared under the jurisdiction of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 as amended (Uniform Act) and as regulated by 49 CFR Part 24. In compliance with Standard 2 of USPAP, this is a Restricted Use Appraisal Report and is intended only for use by the client and not intended for any other users. The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. Based on the review of available data, the valuation problem is uncomplicated.

1. Owner's Name, Address and Telephone: City of Dairen, 1702 Plainfield Road, Darien, Illinois 60561
630-424-8400
2. Interview Record: N/A
3. Tenant's Name, Address and Telephone: Multiple (including Heritage Food & Liquor, Hair Care Center, et.al.)
4. Identification of Property: PIN is 09-27-300-002 & -003 (DuPage County); East side of Cass Avenue, 200.0 feet south of 75th Street, Darien, Illinois; 7515 S. Cass Avenue, Darien, IL
5. Inspection Date: 3-23-13 6. By: Keith T. Tadrowski
7. Zoning: B-2, Community Shopping Center Business District (Darien) 8. Highest and Best Use: Commercial Redevelopment
- | | |
|--|---|
| 9. Area of Whole: <u>1.157</u> (ac./s.f.) | Previously Dedicated Area: <u>N/A</u> (ac./s.f.) |
| Net Area of Whole: <u>N/A</u> (ac./s.f.) | New Area to Be Dedicated: <u>N/A</u> (ac./s.f.) |
| Area of Part Taken: <u>N/A</u> (ac./s.f.) | Permanent Easement: <u>N/A</u> (ac./s.f.) |
| Area of Remainder: <u>1.157</u> (ac./s.f.) | Temporary Easement: 11TE-A <u>0.004 / 175±</u> (ac./s.f.) |
| | Temporary Easement: 11TE-B <u>0.024 / 1,045±</u> (ac./s.f.) |
- *
10. Sales Considered: Comparable Sales 1 thru 4 (attached)
11. Fair Market Value of the Whole Property: \$ N/A
12. Fair Market Value of Property Acquired (including improvements) as Part of the Whole: \$ N/A
13. List Improvements and Type of Land Taken: N/A
16. Damage to the Remainder: \$ N/A
17. List Items of Damage: N/A
18. Compensation for P.E.: (include Remarks): \$ N/A
19. Compensation for T.E.: (include Remarks): \$ 2,000
13. Remarks: Commercial land. Located inside easement 11TE are two bushes, evergreen bushes, and a wood timber retaining wall. Located inside easement 12TE is 4 bushes, decorative rock, concrete retaining wall, concrete curbing, and asphalt paving. The property is reportedly planned for commercial redevelopment and these existing site improvements are estimated to have no contributory value.
20. Total Compensation: \$ 2,000

<u>Keith T. Tadrowski</u>	<u>3-27-13</u>	_____	_____
Preparer's Signature	Date	County Engineer	Date
State Certified General Real Estate			
Appraiser, No. 553.0001238	<u>9-30-13</u>		
Lic. Type & No.	Exp. Date		

TYPE OF REPORT

The Restricted Use Appraisal Report only includes a statement of the descriptive information and the appraiser's opinions, and conclusions set forth in the report may not be understood properly without the supporting data and additional information retained in the appraiser's work file.

IDENTIFICATION OF THE CLIENT AND INTENDED USERS

The only intended users are the client: DuPage County Division of Transportation
Robert Ranck, representative for the
DuPage County Division of Transportation, contacted the appraiser to provide this appraisal service.

INTENDED USE OF THE VALUATION

The intended use of the valuation is to assist the client in acquiring a portion of the subject property as the basis for an offer for the rights to be acquired only. The acquired property will be used for the improvement of 75th Street and Plainfield Road. The appraiser will be held harmless should any other authorized/unauthorized reader use this than for its intended use.

TYPE AND DEFINITION OF VALUE

The purpose of this valuation is to estimate the Market Value of the portion of the subject property being acquired and the definition of market value as follows:

Definition of Market Value: The fair cash market value of a property in an eminent domain proceeding is that price which a willing buyer would pay in cash and a willing seller would accept when the buyer is not compelled to buy and the seller is not compelled to sell. In the condemnation of a property for a public improvement, any appreciation or depreciation in value caused by the contemplated improvement shall be excluded from the consideration of the fair cash market value of the whole property and the value of the Part Taken (Illinois Pattern Jury instructions).

EFFECTIVE DATE

The effective date of this report is: March 23, 2013

DATE OF REPORT

The date of this report is: March 27, 2013

SCOPE OF WORK

The purpose of this valuation is to assist the client in acquiring a portion of the subject property as a basis for an offer for the rights to be acquired only and the only intended user is the client stated above. A copy of the appraisal is given to the property owner; however, this is based upon the client's policy and the owner is not an intended user. In order to complete my assignment, I have viewed the subject property and the proposed acquisition area. I have researched land sales in the general area, and the property interest being appraised is a temporary easement. I have considered the location of the property, size, and current use. I have reviewed any zoning classification of the property. The subject property has been identified by the attached parcel plat and identified by public records as shown on page 1.

In completing the assignment, a systematic procedure in investigating the subject property and market data is followed. The subject property and surrounding market area were viewed on March 23, 2013. The Market data relative to the market area, subject property, and highest and best use of the property was collected and verified through multiple sources, including the multiple listing service (MLS), public records, buyers and sellers, and other appropriate sources. In this assignment, the Market Approach was utilized.

In order to estimate the compensation to the owner for the proposed acquisition, I have researched land sales in the general area and have attached them to the appraisal. Consideration has been given to the location of the proposed acquisition and the contributory value of the improvements, if any, in the proposed acquisition area. A description of the Remainder has been included on the following page if applicable; damages to the remainder, including cost to cure, if any have been included in this valuation if applicable. Support for any cost to cure damages is retained in the work file.

FARMLAND PRESERVATION ACT

Preservation Act (pertains to fee takings and permanent easements) CL OC HL
PL FL FS RL OL N/A

STATEMENT OF CONTINGENT OR LIMITING CONDITIONS

Yes No If yes, include in report.

ASSUMPTIONS, LIMITING CONDITIONS, AND/OR HYPOTHETICAL CONDITIONS:

Summarize any assumptions, limiting conditions and/or hypothetical conditions utilized in this report.

Unless otherwise stated, this appraisal is subject to the following conditions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is valued free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, or legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise of engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
15. The distribution, if any of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
16. Possession of this report, or copy thereof, does not carry with it the right of publication. It may not be used for any other purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.

17. Neither shall any part of the contents of this report (especially any conclusion as to value, the identity of the appraiser, or the firm with which the appraiser is connected) be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
18. The Americans with Disabilities Act (ADA became effective January 26, 1992). The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this, this analysis does not consider possible compliance with the requirements of the ADA in estimating the value of the property.

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph:	3-23-13
Photograph By:	Keith T. Tadrowski
Camera Facing:	Northeast
Description:	Subject Property



Date of Photograph:	3-23-13
Photograph By:	Keith T. Tadrowski
Camera Facing:	Southeast
Description:	Subject Property

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary Easement 11TE-A



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary Easement 11TE-A

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: North

Description: Temporary Easement 11TE-B



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: South

Description: Temporary Easement 11TE-B

Photographs

Subject Property

Photographs are required on all properties being appraised. Photographs of all principal above ground improvements or unusual features affecting the value of the property to be taken or damaged must also be included. Date the photograph was taken, which direction the camera was facing when the picture was taken, brief description of the subject of the photograph and initials of the person taking the photograph must be shown on the back of the photograph. Please use the format below for identifying the photographs.



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: West

Description: Temporary Easement 11TE-B



Date of Photograph: 3-23-13

Photograph By: Keith T. Tadrowski

Camera Facing: West

Description: Temporary Easement 11TE-A

PERSONAL PROPERTY

Any personal property within the proposed acquisition has been identified but not valued in this appraisal, and will be taken care of through the relocation assistance program and is listed as follows: N/A

JURISDICTIONAL EXCEPTION

In this assignment, the Jurisdictional Exception has been applied. The specific part or parts of USPAP being disregarded are Standards Rule 1-3(a) and 1-4(f).

HIGHEST AND BEST USE

Highest and Best Use as defined by the Courts is defined as "that use which would give the property its highest cash market value on the date of value." This may be the actual use of the property on that date or a use to which it was adaptable and which would be anticipated with such reasonable certainty that it would enhance the market value on that date.

Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as vacant is for commercial development as per its zoning classification. Based on the aforementioned definition, zoning, surrounding uses, area trends, and site inspection, it is the appraiser's opinion that the highest and best use of the subject property as improved is for as vacant commercial redevelopment with an interim use as a strip center (its existing use). The site is reportedly planned for redevelopment in conjunction with the adjacent vacant properties to the north and south.

SALES AND LISTING HISTORY OF THE PROPERTY

There have been no sales of the subject within the last five years.

VALUATION OF WHOLE PROPERTY (LAND ONLY)

Based upon a study of comparable sales of vacant commercial land -- Comparable Sale Nos. V-1 thru V-4 (See attached sales) - in the subject area, it is the appraiser's opinion that a land value of \$18.00 per square foot is indicated for the subject property. Each of the comparable sales was analyzed and compared to the subject and were adjusted for property rights, financing, conditions of sale, market conditions, location, size, shape, access, use, topography, zoning, frontage, and utilities.

DESCRIPTION OF TEMPORARY EASEMENT (0011TE-A)

A temporary easement is proposed for the property; the easement term is three years. The easement consists of a 20 foot deep strip along the site's northern 8.68 feet of Cass Avenue street frontage [see attached plat]. The total land area of the easement is 0.004 acres or 175± square feet.

Located inside the easement is two bushes, evergreen bushes, and a wood timber retaining wall; the site improvements have no contributory value. The site is planned for redevelopment and the existing north driveway is being shifted to the north as a shared driveway with the adjacent property to the north. This change in access has been reportedly requested by the property owner.

Factors considered in the valuation of the easement include the duration of the easement, location with respect to the improvements, and property rights being acquired in relation to the remainder parcel. The appraiser believes the minor easement will have only a nominal affect on the fair market value of subject property, or \$1,000 minimum as per Du Page County Division of Transportation policy for commercial property driveway easements.

The appraiser estimates there will be no damages to the non-easement property as a result of the imposition of the temporary easement.

DESCRIPTION OF TEMPORARY EASEMENT (0011TE-B)

A temporary easement is proposed for the property; the easement term is three years. The easement consists of a 20 foot deep strip along the site's southern 52.10 feet of Cass Avenue street frontage [see attached plat]. The total land area of the easement is 0.024 acres or 1,045± square feet.

Located inside the easement is four bushes, decorative rock, concrete retaining wall, concrete curbing, and asphalt paving; the site improvements have no contributory value. The site is planned for redevelopment and the existing south driveway is being shifted to the south slightly. This change in access has been reportedly requested by the property owner.

Factors considered in the valuation of the easement include the duration of the easement, location with respect to the improvements, and property rights being acquired in relation to the remainder parcel. The appraiser believes the minor easement will have only a nominal affect on the fair market value of subject property, or \$1,000 minimum as per Du Page County Division of Transportation policy for commercial property driveway easements.

The appraiser estimates there will be no damages to the non-easement property as a result of the imposition of the temporary easement.

CERTIFICATION

I, Keith T. Tadrowski Certify to the best of my knowledge and belief:

That on 3-23-13 (include all dates) I personally inspected the property herein appraised.

I have also made a personal field inspection of the comparable sales relied upon in making said appraisal.

That the statements of fact contained in the report are true and correct and the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

That my analyses, opinions, and conclusions were developed, and this report has has not been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

That I understand that such appraisal is to be used in connection with the acquisition of right-of-way for a highway to be constructed by the State of Illinois with its funds and/or with the assistance of federal-aid highway funds, or other federal funds.

That to the best of my knowledge such appraisal has been made in conformity with the appropriate state laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of Illinois.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have have not prepared, an appraisal of the property previously.

That any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property. This statement is in compliance with 49 CFR 24.103(b) LAPPM Section 3.7.14 and is also a jurisdictional exception to USPAP.

That I have not given consideration to, or included in my appraisal, any allowance for relocation assistance benefits.

That I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, or a specific valuation.

That I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual(s), I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

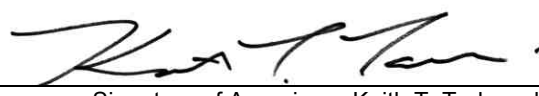
That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

That I have no direct or indirect present or contemplated future interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the DuPage County Division of Transportation and I will not do so until so authorized by County Officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the property taken and net damage to the remainder, if any, and any easements, as of the: 23rd day of March, 20 13 is \$ 2,000

based upon my independent appraisal and the exercise of my professional judgment.



Type of License State Certified Real Estate Appraiser Lic. No. 553.001238 Exp. Date 9/30/2013

JURISDICTIONAL EXCEPTION CERTIFICATION

Route: 75th Street (FAP 0369) Project: --
Section: 12-00233-07-PV Job No.: --
County: DuPage Parcel: 0011 Unit: N/A

This report was/ was not developed and reported under the Jurisdictional Exception of the Uniform Standards of Professional Appraisal Practice (USPAP) and in compliance with the policies and procedures of the Illinois Department of Transportation (IDOT), the intended user, and applicable federal and state laws. The only part or parts of the USPAP that have been disregarded are those parts that are contrary to these laws, policies and procedures.

Check the appropriate statements:

- The part or parts of the USPAP, which have been disregarded, have been identified and retained in the work file. The jurisdictional authority that justifies the Jurisdictional Exception(s) of the USPAP are the appraisal requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 CFR 24 and Chapter 2 of IDOT's Land Acquisition Policies and Procedures Manual.
- I have considered all three approaches to value and have utilized, at the minimum, the Sales Comparison Approach in establishing my opinion of value. Given the intended use, and the needs of the user, the report is no less reliable without the Cost Approach and Income Approach. I may have developed the other approaches to use as a check and balance to the Sales Comparison Approach utilized herein and they have been retained in my work file.
- I have developed and reported all applicable approaches to value that, based on the intended use and the needs of the intended user, provide reliability to the report.

The scope of work has been identified in the body of the report, in accordance with 49 CFR 24 and USPAP. The intended use and the intended user(s) have been appropriately identified in the body of the report.



SIGNATURE
March 27, 2013

DATE

State License/Certification Title State Certified Real Estate Appraiser

State License/Certification No. 553.001238

Date of Expiration 9/30/2013

Appraiser: Keith T. Tadrowski

Comparable Sale Data

<p>Photos are required of all sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.</p> <p>NOTE: Property was assembled from three sales: Parcel A (\$3,000,000; 09-03-303-014, -019, & -033; 102,709 sq.ft.); Parcel B (09-03-303-027; \$1,230,000; 12,702 sq.ft.) and Parcel C (09-03-303-028; \$350,000; 16,994 sq.ft.). Sales A & C were contingent upon each other, and Sale B was under contract when A & C closed.</p>	Comparable Sale No.: V-1
	Seller: Thomas J. Baloun (A), GDA Holdings, LLC (B), & Randal Yeater (C)
	Purchaser: 333 East Ogden, LLC
	Sale Date: 1/2011 (A&C), 4/2011 (B)
	Type: Warranty (A, B, & C)
	Document No.: R2011010877 (A), R2011053652 (B), and R2011010873 (C)
	Revenue Stamps: \$ 4,500.00
	Indicated Sales Price: \$ 4,580,000.00
	Verified Sales Price: \$ 4,580,000.00
	Unit Price When Applicable: \$ 34.59 per Sq.ft.
	Verified By: Loopnet, Inland (Seller Broker), Deeds, & Assessor Verified To: Keith T. Tadrowski Date Verified: 1/26/12
	Date of Inspection: 1/26/12 Inspected By: Keith T. Tadrowski
	Zoning: B-2, Business (Westmont)
	Location, Address, and/or legal description of sale property. Address: 333 E. Ogden Avenue Westmont, IL PIN: 09-03-303-014, -019, & -033 (A) 09-03-303-027 (B) 09-03-303-028 (C) Location: Southwest corner of Ogden Avenue and Richmond Street, Westmont, IL Legal Description: N/A
Land Description - Type and Size Estimate Contributory value of each classification when applicable. Area: 132,405 square feet or 3.040 acres Floodplain: None Shape: Rectangular (A, B, & C Assembled) Location: Corner	Buildings and misc. improvements Estimate contribution to value when applicable Buildings: Improved with a 25,000± sq.ft. retail (antique store) on Parcel A; a 5,000± square foot auto repair building on Parcel B, and a small frame garage on Parcel C. Total demolition costs are estimated as \$150,000 which indicates an adjusted sales price of \$4,730,000 or \$35.72/sq.ft. Subsequently developed with a grocery store. Land Improvements: None of contributory value. List Utilities Available: All are available.

PHOTO OF COMAPRABLE SALE NO. V-1



Comparable Sale Data

Photos are required of **all** sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.



Comparable Sale No.:	V-2
Seller:	Richard K. Coburn
Purchaser:	Thornton's Inc.
Sale Date:	3/22/2010
Type:	Warranty
Document No.:	37879
Revenue Stamps:	\$ 975.00
Indicated Sales Price:	\$ 650,000.00
Verified Sales Price:	\$ 650,000.00
Unit Price When Applicable:	
\$ 8.26	per Sq.ft.
Verified By:	MLS, COMPS, & Recorder
Verified To:	Keith T. Tadrowski
Date Verified:	6/4/11
Date of Inspection:	6/4/11
Inspected By:	Keith T. Tadrowski
Zoning:	B-2, Community Shopping (Willowbrook)

Location, Address, and/or legal description of sale property.

Address: 6200 Route 83
Willowbrook, IL
PIN: 09-14-300-020

Location: East side of IL Route 83,
300± feet north of 63rd Street
Willowbrook, IL

Legal Description: Lot 2 Willowbrook Square PUD

Highest and Best Use:

Commercial Development

Financing: If normal, check (). If other than normal, explain below

Condition of Sale: If an "Armstrong" transaction, check (). If other, explain below

Land Description - Type and Size
Estimate Contributory value of each classification when applicable.

Area: 78,691 square feet
Floodplain: Yes; see above
Topography: Part level, part rolling; part of the property is located in a detention pond (See above)
Shape: Rectangular
Frontage: 259.36' feet
Depth: 304.1/301.47'
Rear Lot Line: 259.5'
Location: Inside

Buildings and misc. improvements
Estimate contribution to value when applicable
Buildings:
Vacant land. Private access road cuts across the front of the property.

Land Improvements:
None of contributory value.
List Utilities Available:
All are available.

PHOTO OF COMAPRABLE SALE NO. 2



Comparable Sale Data

Photos are required of **all** sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.



Comparable Sale No.:	V-3
Seller:	HJ Vanleeuwen Trust
Purchaser:	Westmont Yard Corp.
Sale Date:	3/18/2009
Type:	Warranty
Document No.:	R2009126095
Revenue Stamps:	\$ 2,107.50
Indicated Sales Price:	\$ 1,450,000.00
Verified Sales Price:	\$ 1,450,000.00
Unit Price When Applicable:	
\$ 9.40	per Sq.ft.
Verified By:	MLS, Assessor
Verified To:	Keith T. Tadrowski
Date Verified:	3/13/13
Date of Inspection:	3/13/13
Inspected By:	Keith T. Tadrowski
Zoning:	C-1 PD, Commercial (Westmont)

Location, Address, and/or legal description of sale property.

Address: 233 W. 63rd Street
Westmont, IL
PIN: 09-12-200-002

Location: South side of 63rd Street
East of Williams Street, Westmont, IL

Legal Description: N/A

Highest and Best Use:

Commercial Development

Financing: If normal, check (). If other than normal, explain below

Condition of Sale: If an "Armslength" transaction, check (). If other, explain below

Land Description - Type and Size
Estimate Contributory value of each classification when applicable.

Area: 154,269 square feet or 3.54 acres
Floodplain: None
Shape: Rectangular
Location: Inside
Frontage: 281'
Depth: 549'

Buildings and misc. improvements
Estimate contribution to value when applicable

Buildings:
Improved with an older residence with no contributory value. Subsequently developed with a health club.

Land Improvements:
None of contributory value.

List Utilities Available:
All are available.

PHOTO OF COMAPRABLE SALE NO. V-3



Comparable Sale Data

Photos are required of **all** sales including principal above ground improvement or unusual features affecting sale value. Back of photo shall be identified the same as photos for the subject except that it will show the sale number rather than the parcel number.



Comparable Sale No.:	V-4
Seller:	Group Ten Development , LLC
Purchaser:	MMREA, LLC
Sale Date:	4/2/2012
Type:	Warranty
Document No.:	R2012-052688
Revenue Stamps:	\$ 768.75
Indicated Sales Price:	\$ 512,500.00
Verified Sales Price:	\$ 512,500.00
Unit Price When Applicable:	
\$ 9.74 per Sq.ft.	
Verified By:	MLS, Assessor
Verified To:	Keith T. Tadrowski
Date Verified:	3/13/13
Date of Inspection:	3/13/13
Inspected By:	Keith T. Tadrowski
Zoning:	B-2 PUD, Community Shopping District (Planned Unit Development; Darien)

Location, Address, and/or legal description of sale property.

Address: 8350 Lemont Road
Darien, IL
PIN: 09-31-402-018

Location: Southwest corner of Lemont Road and 83rd Court, Darien, IL

Legal Description: N/A

Highest and Best Use:

Commercial Development

Financing: If normal, check (). If other than normal, explain below

Condition of Sale: If an "Armstrong" transaction, check (). If other, explain below

Land Description - Type and Size
Estimate Contributory value of each classification when applicable.
Area: 1.2 acres (net)
Floodplain: None
Shape: Irregular (See above)
Location: Corner
Frontage: 281'
Depth: 549'

Buildings and misc. improvements
Estimate contribution to value when applicable
Buildings:
Vacant land. Subsequently developed with a pre-school.

Land Improvements:
None of contributory value.

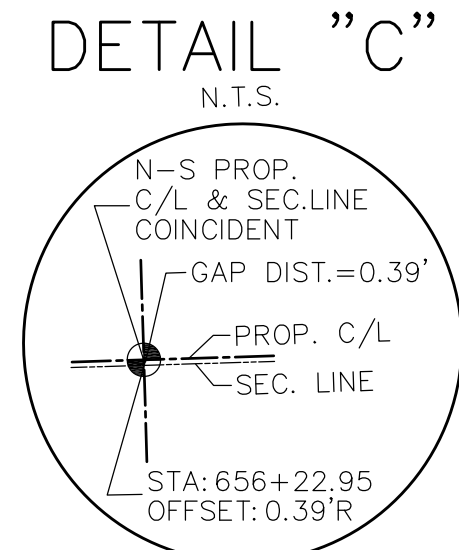
List Utilities Available:
All are available.

PHOTO OF COMPARABLE SALE NO. V-4



PART OF SECTION 27 AND THE EAST 1/2 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST, OF THE 3rd PM, DU PAGE COUNTY, ILLINOIS.

PARCEL NUMBER	OWNER	PERMANENT INDEX NUMBER	TOTAL HOLDING (ACRES)	AREA TAKEN (ACRES)	AREA PREV.DED. (ACRES)	REMAINDER AREA (ACRES)	EASEMENT AREA (ACS/SF)	PURPOSE OF EASEMENT AREA	PROPERTY ACQUIRED BY
0016TE	Brookhaven Plaza, LLC	09-28-402-021 09-28-402-024 09-28-402-026	9.310	N/A	N/A	9.310	277 SF (A) 0.011ACS (B) 0.009 (C) 0.059ACS (D)	"	
0010TE	JPMorgan Chase Bank	09-27-300-001	0.804	N/A	N/A	0.804	0.019ACS	"	
0011TE	City of Darien	09-27-300-002 09-27-300-003	1.157	N/A	N/A	1.157	175 SF (A) 0.024ACS (B)	"	
0006TE	Emro Marketing Company	09-28-402-022	0.911	N/A	N/A	0.911	0.040ACS (B) 0.017ACS (A)	"	
0002	Darien Public School District No. 61								(SEE SHEET 139)

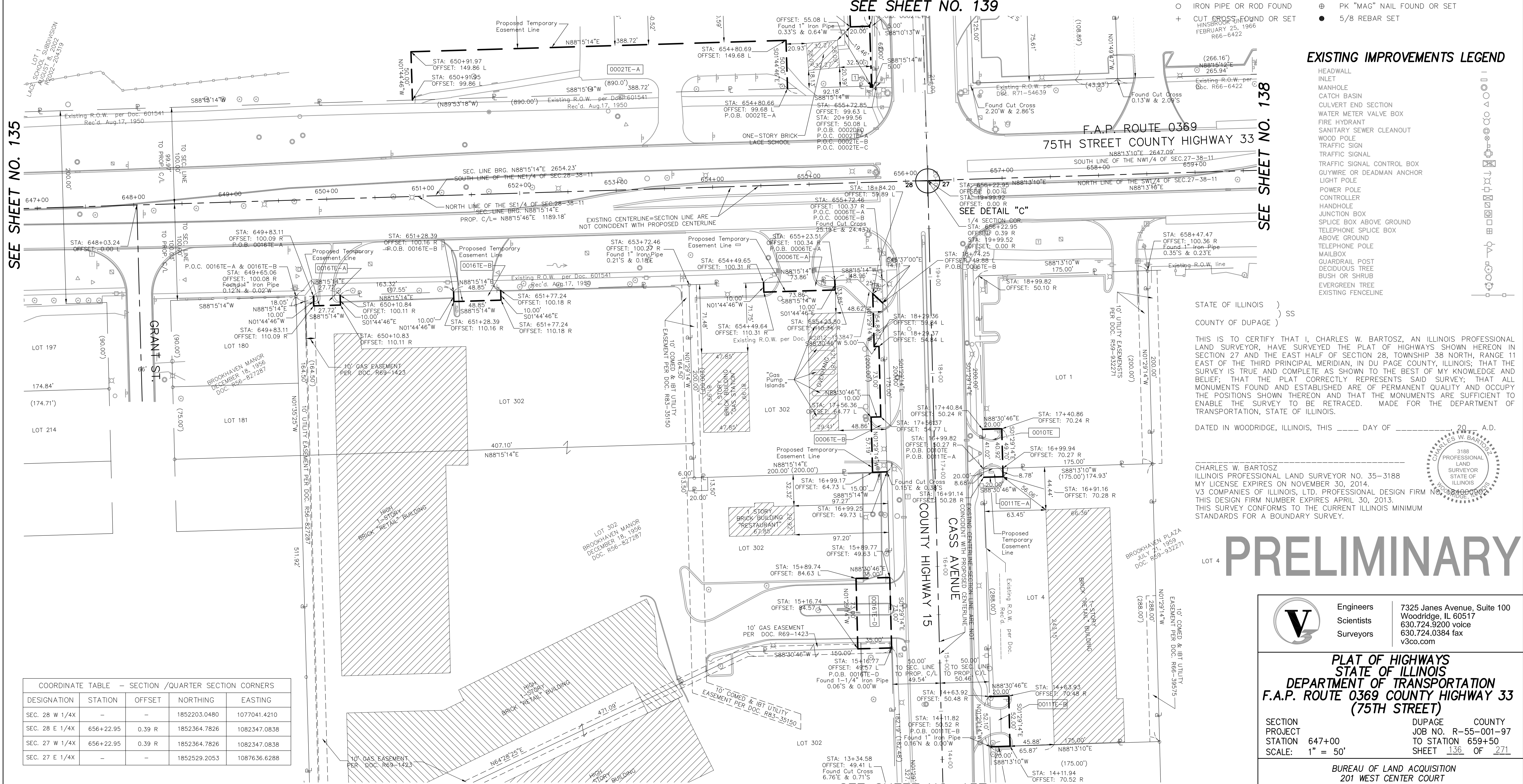


- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO THE TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
- T2
- T3
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
- BT2
- BT3
- M STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN IDENTIFIED BY INSCRIPTION DATA AND SURVEYOR'S REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 20 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET.

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- CENTERLINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED EASEMENT
- PROPERTY/SECTION LINE EXTENSION MEASURED OR COMPUTED OR CALCULATED DIMENSION
- RECORD DIMENSION PER MON. REC'D.
- EXISTING BUILDING
- IRON PIPE OR ROD FOUND
- PK "MAG" NAIL FOUND OR SET
- CUT CROSS FOUND OR SET
- 5/8 REBAR SET

BEARINGS AND COORDINATES ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM NAD83 (1986) EAST ZONE



- EXISTING IMPROVEMENTS LEGEND**
- HEADWALL
 - INLET
 - MANHOLE
 - CATCH BASIN
 - CULVERT END SECTION
 - WATER METER VALVE BOX
 - FIRE HYDRANT
 - SANITARY SEWER CLEANOUT
 - WOOD POLE
 - TRAFFIC SIGN
 - TRAFFIC SIGNAL
 - TRAFFIC SIGNAL CONTROL BOX
 - GUYWIRE OR DEADMAN ANCHOR
 - LIGHT POLE
 - POWER POLE
 - CONTROLLER
 - HEADHOLE
 - JUNCTION BOX
 - SPLICE BOX ABOVE GROUND
 - TELEPHONE SPLICE BOX
 - ABOVE GROUND
 - TELEPHONE POLE
 - MAILBOX
 - GUARDRAIL POST
 - DECIDUOUS TREE
 - BUSH OR SHRUB
 - EVERGREEN TREE
 - EXISTING FENCELINE

SEE SHEET NO. 135

SEE SHEET NO. 138

SEE SHEET NO. 139

COORDINATE TABLE - SECTION /QUARTER SECTION CORNERS

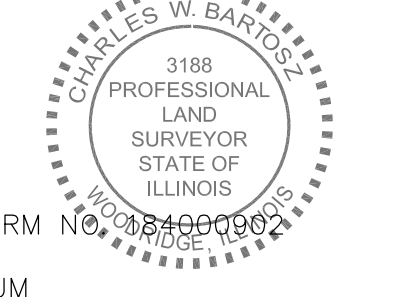
DESIGNATION	STATION	OFFSET	NORTHING	EASTING
SEC. 28 W 1/4X	-	-	1852203.0480	1077041.4210
SEC. 28 E 1/4X	656+22.95	0.39 R	1852364.7826	1082347.0838
SEC. 27 W 1/4X	656+22.95	0.39 R	1852364.7826	1082347.0838
SEC. 27 E 1/4X	-	-	1852529.2053	1087636.6288

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT I, CHARLES W. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY; THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED IN WOODRIDGE, ILLINOIS, THIS ____ DAY OF _____, 20__ A.D.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2014.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 08400003
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2013.
THIS SURVEY CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



PRELIMINARY

Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
F.A.P. ROUTE 0369 COUNTY HIGHWAY 33
(75TH STREET)

SECTION PROJECT STATION SCALE: 1" = 50'

DUPAGE COUNTY JOB NO. R-55-001-97 TO STATION 659+50 SHEET 136 OF 271

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196-1096

AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

Approval of an ordinance authorizing the disposal of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

YEAR	MODEL	VIN #	MILEAGE / HOURS
1999	GMC 8500 with plow and spreader, Unit 110	1GDP7H1CXXJ513015	52,315 miles
1999	Ford F350, Unit 111	3FDWF36S4XMA26588	128,951 miles
1998	Chevy 3500 with plow and spreader, Unit 112	1GBJK34F9WF043468	155,788 miles
2001	Trackless MTV with 12 foot mower deck, Unit 208	MT5T1923	1,788 hours
1994	Ford F250 with plow and spreader, Unit 600	1FTHX25H9RKB39070	136,666 miles
1996	Ford E350, Unit A4	1FBJS31H2THB07520	56,472 miles

QUANTITY	DESCRIPTION	MAKE	MODEL NO	COLOR
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-WHT	White
3	Light Pole		777-099	Black
1	Incandescent Light Fixture	Hampton Bay	CIL1803M	Bronze
1	Incandescent Light Fixture	Hampton Bay	Y37005-26	Antique Silver
1	Incandescent Light Fixture	Hampton Bay	Y37031-151	Aged Iron
1	Incandescent Light Fixture	Progress Lighting	P5483-31	Textured Black
1	Incandescent Light Fixture	Hampton Bay	BOR1803/B	Brushed Nickel
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-BK	Black
1	LED Light Fixture	Progress Lighting	P5409-20	Antique Bronze
1	LED Light Pole	Newport Coastal	7771-14W	White
1	Incandescent Light Fixture	Thomas Lighting	SL 738	Black
1	Incandescent Light Fixture	Thomas Lighting	SL 9136	Black

1	Incandescent Light Fixture	Sea Gull	8255-12	Black
1	Incandescent Light Fixture (Broken)	Thomas Lighting – 3 Light	SL 9146	Tile Bronze
4	Light Pole		66808	Black
1	LED Light Fixture	Progress Lighting	P5473-88	Heirloom
1	CFL Light Fixture	Progress Lighting	P5474-50 CFL	Golden Baroque
1	CFL Light Fixture	Progress Lighting	P5438-71 CFL	Gilded Iron
1	CFL Light Fixture	Progress Lighting	P5474-33 CFL	Cobblestone Bronze
1	LED Light Pole	Progress Lighting	P5391-31	Black
1	Light Pole Adapter	Progress Lighting	P8748-31	Black

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends that the items listed above be declared surplus property and be auctioned or disposed of.

ALTERNATE CONSIDERATION

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

DECISION MODE

This item will be placed on the September 3, 2013, City Council meeting for formal consideration.

*Passage of this ordinance requires a three-fourths majority vote by the City Council.

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

ORDINANCE NO. _____

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

(Vehicles, Coach Lights, and Light Poles)

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

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

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

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

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

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

YEAR	MODEL	VIN #	MILEAGE / HOURS
1999	GMC 8500 with plow and spreader, Unit 110	1GDP7H1CXXJ513015	52,315 miles
1999	Ford F350, Unit 111	3FDWF36S4XMA26588	128,951 miles
1998	Chevy 3500 with plow and spreader, Unit 112	1GBJK34F9WF043468	155,788 miles
2001	Trackless MTV with v plow and 12 foot mower deck	MT5T1923	1,788 hours
1994	Ford F250 with plow and spreader, Unit 600	1FTHX25H9RKB39070	136,666 miles
1996	Ford E350, Unit A4	1FBJS31H2THB07520	56,472 miles

QUANTITY	DESCRIPTION	MAKE	MODEL NO	COLOR
1	Incandescent Light Fixture	Hampton Bay	GNC1813A-WHT	White
3	Light Pole		777-099	Black
1	Incandescent Light Fixture	Hampton Bay	CIL1803M	Bronze
1	Incandescent Light Fixture	Hampton Bay	Y37005-26	Antique Silver
1	Incandescent Light Fixture	Hampton Bay	Y37031-151	Aged Iron
1	Incandescent Light Fixture	Progress Lighting	P5483-31	Textured Black
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1	Incandescent Light Fixture	Hampton Bay	GNC1813A-BK	Black
1	LED Light Fixture	Progress Lighting	P5409-20	Antique Bronze
1	LED Light Pole	Newport Coastal	7771-14W	White
1	Incandescent Light Fixture	Thomas Lighting	SL 738	Black
1	Incandescent Light Fixture	Thomas Lighting	SL 9136	Black

1	Incandescent Light Fixture	Sea Gull	8255-12	Black
1	Incandescent Light Fixture (Broken)	Thomas Lighting – 3 Light	SL 9146	Tile Bronze
4	Light Pole		66808	Black
1	LED Light Fixture	Progress Lighting	P5473-88	Heirloom
1	CFL Light Fixture	Progress Lighting	P5474-50 CFL	Golden Baroque
1	CFL Light Fixture	Progress Lighting	P5438-71 CFL	Gilded Iron
1	CFL Light Fixture	Progress Lighting	P5474-33 CFL	Cobblestone Bronze
1	LED Light Pole	Progress Lighting	P5391-31	Black
1	Light Pole Adapter	Progress Lighting	P8748-31	Black

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2013 Rock Salt Agreement with North American Salt Company.

RESOLUTION

Background/History

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The School District has estimated that they will require approximately 7.5 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$68.60 per ton for a total amount of approximately \$514.50 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE
DARIEN PARK DISTRICT
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City’s 2013 awarded rock salt vendor North American Salt Company, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this 3rd day of September, 2013, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the “Contractor”) concerning the purchase of rock salt, [a copy of which is attached](#) hereto;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$17,150.00 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2014 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 3rd day of September, 2013.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Ray Jablonski, President
Darien Park District

ATTEST: _____
Secretary, Park District

RENEWED
04/10/13

SUMMARY COSTS				
YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 See Spec's	OPTION NO. 4 See Spec's
2012-13	Unit \$ 68.60/TON Total \$ 61,740.00	\$ 68.60/TON \$ 144,060.00	\$ 83.60/TON \$ 75,240.00	\$ 83.60/TON \$ 175,560.00
Year 1-Extension 2013-14	70.60/TON 68.60 DD \$ 61,740.00	70.60/TON 68.60 DD \$ 144,060.00	85.60 77,040.00	86.60 171,860.00
Year 2-Extensions 2014-15	72.59/TON \$ 65,331.00	72.59/TON \$ 152,439.00	87.59/TON \$ 78,831.00	87.59/TON \$ 183,939.00

North American Salt Co., A Compass Minerals Co.

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE & ZIP:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

Sean Lierz, Sales Manager
 9900 W. 109th St., Ste. 100
 Overland Park, KS 66210
 800-323-1641
 913-338-7945
 LierzS@compassminerals.com

I hereby certify that the above-described salt meets or exceeds all specifications of the proposal notice for the City of Darien, Illinois.

DATE:

3/23/12 * DATE 4/11/13

SIGNED:

Sean Lierz * Sean Lierz

PRINT NAME:

SEAN LIERZ * SEAN LIERZ

AUTHORIZED COMPANY REPRESENTATIVE

~~X~~ Sean Linn 4/11/13

04/10/13 ~~Sean Linn~~ - City of Darien

PROPOSAL SHEET - BE NEGOTIATED
BULK HIGHWAY DEICING SALT
CONTRACT EXTENSION UNIT PRICING YEAR 1
MAY 1, 2013-APRIL 30, 2014

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 1 - SODIUM CHLORIDE	TON	900	70.60 ^{68.60}	63,540.00 ^{61,740}
OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	70.60 ⁶⁸	148,260.00 ^{144,060}
TOTAL COST FOR OPTION NO. 1 AND 2				211,800.00 ^{205,800.00}

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred eleven thousand, eight hundred dollars + zero cents

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON			
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	85.60	179,760.00
TOTAL COST FOR OPTION NO. 3 AND 4				256,800.00

NO APPLICABLE

Please see product specifications for ~~7 HAWKOR~~-Treated Salt

TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4

Two hundred fifty six thousand eight hundred dollars + zero cents

PROPOSAL SHEET

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

Approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2013 Rock Salt Agreement with North American Salt Company.

RESOLUTION

Background/History

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility. The City has secured pricing with North American Salt Company through a competitive bid process earlier this year.

The Park District has estimated that they will require approximately 250 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$68.60 per ton for a total amount of approximately \$17,150.00 pending final quantities.

Committee Recommendation

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

Alternate Consideration

Not approving the Resolution.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER
CASS SCHOOL DISTRICT #66 FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt through the City’s 2013 awarded rock salt vendor North American Salt Company, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this 3rd day of September, 2013, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with contractor, North American Salt Company (the “Contractor”) concerning the purchase of rock salt, [a copy of which is attached](#) hereto;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$514.50 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2014 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is

addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Timothy Arnold

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 3rd day of September, 2013.

CITY OF DARIEN

BY: _____
Kathleen Weaver, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Timothy Arnold, Superintendent Center Cass
School District #66

ATTEST: _____

Secretary, School District

SUMMARY COSTS

YEAR	OPTION NO. 1	OPTION NO. 2	OPTION NO. 3 See Spec's	OPTION NO. 4 See Spec's
2012-13 Unit \$	68.60/TON	68.60/TON	83.60/TON	83.60/TON
Total \$	61,740.00	144,060.00	75,240.00	175,560.00
Year 1-Extension \$	70.60/TON	70.60/TON	85.60/TON	85.60/TON
2013-14	68.60 DD 61,740.00	68.60 DD 144,060.00	83.60 DD 75,240.00	83.60 DD 175,560.00
Year 2-Extensions \$	72.59/TON	72.59/TON	87.59/TON	87.59/TON
2014-15	65,331.00	152,439.00	78,831.00	183,939.00

92 N 26 57 A
04/10/13

North American Salt Co., A Compass Minerals Co.

COMPANY NAME:

CONTACT NAME:

ADDRESS:

CITY, STATE & ZIP:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

Sean Lierz, Sales Manager
9900 W. 109th St., Ste. 100
Overland Park, KS 66210
800-323-1641
913-338-7945
lierzs@compassminerals.com

I hereby certify that the above-described salt meets or exceeds all specifications of the proposal notice for the City of Darien, Illinois.

DATE:

SIGNED:

PRINT NAME:

3/23/12 *X* DATE 4/11/13
Sean Lierz *X* Sean Lierz
SEAN LIERZ *X* SEAN LIERZ
 AUTHORIZED COMPANY REPRESENTATIVE

~~X~~ Sean Linn 4/11/13

04/10/13 ~~Sean Linn~~ - City of Darien

PROPOSAL SHEET - BE NEGOTIATED
BULK HIGHWAY DEICING SALT
CONTRACT EXTENSION UNIT PRICING YEAR 1
MAY 1, 2013-APRIL 30, 2014

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 1 - SODIUM CHLORIDE	TON	900	70.60 ^{68.60}	63,540.00 ^{61,740}
OPTION NO. 2 - SODIUM CHLORIDE SALT	TON	2100	70.60 ⁶⁸	148,260.00 ^{144,060}
TOTAL COST FOR OPTION NO. 1 AND 2				211,800.00 ^{205,800.00}

TOTAL COST IN WORDS FOR OPTION NO. 1 AND 2

Two hundred eleven thousand, eight hundred dollars + zero cents

DESCRIPTION	UNIT	MAXIMUM QUANTITY	UNIT COST	TOTAL
OPTION NO. 3 CALCIUM CHLORIDE SALT	TON		85.60 ^{APPLICABLE}	179,760.00 ^{0.00}
OPTION NO. 4 CALCIUM CHLORIDE SALT	TON	2100	85.60	179,760.00
TOTAL COST FOR OPTION NO. 3 AND 4				256,800.00

Please see product specifications for ~~7 HAWKOR~~-Treated Salt
 TOTAL COST IN WORDS FOR OPTION NO. 3 AND 4

Two hundred fifty six thousand eight hundred dollars + zero cents

PROPOSAL SHEET

AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

A resolution accepting the unit price proposal from The Fields on Caton Farm Inc. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$28,795.00.

RESOLUTION

BACKGROUND/HISTORY

The City's 2013 Tree Planting Program budget allowed for the purchase of various parkway tree replacements and the 50/50 parkway program.

Staff has identified ninety-two (92) trees for replacement at the City's expense due to the storm related incidents that occurred this year. This year's storms took a toll on the number of trees that had to be removed and was unprecedented in comparison to previous years. Also, due to the infestation of the Emerald Ash Borer, the City has inventoried that one hundred-eighty-two (182) trees have either been removed or are targeted for removal. It is anticipated that an additional fifty (50) trees may need to be removed due to the Emerald Ash Borer. In regards to the City's 50/50 Cost Share program, staff has received one inquiry with a commitment for two trees.

The 2013 Tree Planting Program is attached and labeled as [Attachment 2](#). The program calls out for the following:

- **Resident Committed 50/50 Parkway Tree Planting Program**
As of August 20, 2013 one resident has committed to two trees in the 50/50 program
- **Contingency-City and Resident 50/50 Parkway Tree Planting Program**
Staff has included a \$7,160 (\$3,580 City funding and \$3,580 Resident funding) contingency cost for residents that would like to participate in the 50/50 program and have not reserved a tree as of agenda date.
- **Storm and Ash Tree Replacement**
The program would allow for the planting of seventy-four (74) 4-inch caliper trees as part of the replacement of trees removed due to the Emerald Ash Borer. The funding for the remainder of the trees would be reviewed at the upcoming Goal Session for the FY14-15 Budget.

Staff had opened six sealed bids on August 19, 2013, (see [Attachment 1-Bid Tab](#)) and the lowest competitive bidder is The Fields on Caton Farm Inc. The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. References for the vendor have been verified and staff received positive feedback.

This year's program again includes a Private Property Tree Planting Program. Staff had included within the request for competitive bids, pricing for private property tree planting, see [Attachment 1](#). The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

This year's Tree Planting Program is scheduled to begin in October. The program will be advertised through the City's various media portals and will give residents ample time to participate in the program.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense	\$4,000.00	\$275.00	\$3,725.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - City Expense-Contingency	\$3,725.00	\$3,580.00	\$145.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Contingency Resident Reimbursement Expense	\$4,000.00	\$275.00	\$3,725.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense-Contingency	\$3,725.00	\$3,580.00	\$145.00
01-30-4350	Forestry – Parkway Replacement Trees-City Removals	\$21,250.00	\$21,085.00	\$165.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the attached resolution accepting the unit price proposal from The Fields on Caton Farm Inc. for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$28,795.00.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM THE FIELDS ON CATON FARM INC. FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PLANTING OF VARIOUS PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$28,795.00

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 to accept a unit price proposal from The Fields on Caton Farm, Inc. for the purchase and installation of the 50/50 parkway tree program and the planting of various parkway trees in an amount not to exceed \$28,795.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

-

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2013

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: THE FIELDS ON CATON FARM, INC.

Address: 2412 HACKER DRIVE

City, State, Zip Code: CREST HILL, IL 60403

Contact Person: BRIAN NEUMANN

FEIN #: 36-3927020

Phone: (815) 744-7841 Fax: (815) 744-7844

E-mail Address: BNEUMANN@FIELDSNURSEY.COM

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. N/A, Dated NONE

Addendum No. N/A, Dated NONE

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance

Performance and Payment Bonds as may be required by the CITY
SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing

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

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any

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

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	240.00
1 - 10	4"	Norway Maple	265.00
1 - 10	4"	Thornless Honeylocust	240.00
1 - 10	4"	Red Maple	265.00
1 - 10	4"	Chanticleer Pear	365.00
1 - 10	4"	Freeman Maple	265.00
1 - 10	4"	Sugar Maple	355.00
1 - 20	2.5"	American Linden	225.00
1 - 20	2.5"	Norway Maple	225.00
1 - 20	2.5"	Honeylocust Skyline	175.00
1 - 25	2.5"	Red Maple	185.00
1 - 20	2.5"	Chanticleer Pear	235.00
1 - 20	2.5"	Freeman Maple	245.00
1 - 20	2.5"	Sugar Maple	225.00
1 - 15	2.5"	Kentucky Coffeetree	275.00
1 - 15	6-foot high	White Pine-Evergreen	235.00
A. Sub Total Cost - Parkway			4020.00

CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	225.00
1 - 20	2.5"	Norway Maple	215.00
1 - 20	2.5"	Honeylocust Skyline	190.00
1 - 20	2.5"	Red Maple	225.00
1 - 20	2.5"	Chanticleer Pear	245.00
1 - 20	2.5"	Aristocrat Pear	245.00
1 - 20	2.5"	Swamp White Oak	225.00
1 - 15	2.5"	Freeman Maple	225.00
1 - 15	2.5"	Sugar Maple	225.00
1 - 15	2.5"	Kentucky Coffeetree	285.00
1 - 10	2.5"	Purple Maple	250.00
1 - 10	2.5"	Northern Red Oak	290.00
1 - 10	2.5"	Littleleaf Linden	175.00
1 - 10	2.5"	Smoothleaf Elm	225.00
B. Sub Total Cost Private Property			3245.00

A. Sub Total Cost Parkways			4020.00
B. Sub Total Cost Private Property			3245.00
Total Cost of A+B			7265.00

The quote will be awarded on a total sum of A and B.

Firm Name: THE FIELDS ON CATON FARM, INC.

Signature of Authorized Representative: [Signature]

Title: PRESIDENT Date: 8/16/13

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

(NOTE: At least 30 days should be allowed for evaluation and approval.)

2013 CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	Corrected	Submitted	Dutch Barn	The Fields on	Horticultural	Twin Oaks	Brancato
			Beverly Environmental	Beverly Environmental	Landscaping Contractors	Caton Farm	Specialties	Landscaping	Landscaping
			PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	\$ 600.00	\$ 600.00	\$ 565.00	\$ 240.00	\$ 385.00	\$ 386.00	\$ 362.00
1 - 10	4"	Norway Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 288.00	\$ 498.00	\$ 287.00
1 - 10	4"	Thornless Honeylocust	\$ 600.00	\$ 600.00	\$ 565.00	\$ 240.00	\$ 348.00	\$ 498.00	\$ 330.00
1 - 10	4"	Red Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 360.00	\$ 386.00	\$ 330.00
1 - 10	4"	Chanticleer Pear	\$ 600.00	\$ 600.00	\$ 565.00	\$ 365.00	\$ 456.00	\$ 678.00	\$ 510.00
1 - 10	4"	Freeman Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 265.00	\$ 384.00	\$ 498.00	\$ 350.00
1 - 10	4"	Sugar Maple	\$ 600.00	\$ 600.00	\$ 565.00	\$ 355.00	\$ 360.00	\$ 317.00	\$ 350.00
1 - 15	2.5"	American Linden	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 237.00	\$ 350.00
1 - 15	2.5"	Norway Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 171.00	\$ 219.00	\$ 212.00
1 - 15	2.5"	Honeylocust Skyline	\$ 400.00	\$ 400.00	\$ 435.00	\$ 175.00	\$ 225.00	\$ 225.00	\$ 212.00
1 - 15	2.5"	Red Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 185.00	\$ 171.00	\$ 219.00	\$ 210.00
1 - 15	2.5"	Chanticleer Pear	\$ 400.00	\$ 400.00	\$ 435.00	\$ 235.00	\$ 249.00	\$ 306.00	\$ 290.00
1 - 15	2.5"	Freeman Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 245.00	\$ 237.00	\$ 292.00	\$ 300.00
1 - 15	2.5"	Sugar Maple	\$ 400.00	\$ 400.00	\$ 435.00	\$ 225.00	\$ 195.00	\$ 233.00	\$ 300.00
1 - 15	2.5"	Kentucky Coffeetree	\$ 400.00	\$ 400.00	\$ 435.00	\$ 275.00	\$ 303.00	\$ 265.00	\$ 300.00
1 - 15	6-foot high	White Pine Evergreen	\$ 500.00	\$ 500.00	\$ 300.00	\$ 235.00	\$ 183.00	\$ 180.00	\$ 180.00
Total Cost - Parkway			\$ 7,900.00	\$ 7,500.00	\$ 7,735.00	\$ 4,020.00	\$ 4,552.00	\$ 5,437.00	\$ 4,873.00

2013 CITY OF DARIEN TREE QUOTE - PRIVATE

			Corrected Beverly Environmental	Submitted Beverly Environmental	Dutch Barn Landscaping Contractors	The Fields on Caton Farm	Horticultural Specialties	Twin Oaks Landscaping	Brancato Landscaping
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE	PRICE PER TREE
1 - 20	2.5"	American Linden	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 237.00	\$ 350.00
1 - 20	2.5"	Norway Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 215.00	\$ 171.00	\$ 211.00	\$ 212.00
1 - 20	2.5"	Honeylocust Skyline	\$ 450.00	\$ 450.00	\$ 435.00	\$ 190.00	\$ 225.00	\$ 225.00	\$ 212.00
1 - 20	2.5"	Red Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 171.00	\$ 219.00	\$ 210.00
1 - 20	2.5"	Chanticleer Pear	\$ 450.00	\$ 450.00	\$ 435.00	\$ 245.00	\$ 249.00	\$ 292.00	\$ 290.00
1 - 20	2.5"	Aristocrat Pear	\$ 450.00	\$ 450.00	\$ 435.00	\$ 245.00	\$ 249.00	\$ 292.00	\$ 290.00
1 - 20	2.5"	Swamp White Oak	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 243.00	\$ 247.00	\$ 250.00
1 - 15	2.5"	Freeman Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 292.00	\$ 300.00
1 - 15	2.5"	Sugar Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 195.00	\$ 233.00	\$ 300.00
1 - 15	2.5"	Kentucky Coffeetree	\$ 450.00	\$ 450.00	\$ 435.00	\$ 285.00	\$ 303.00	\$ 265.00	\$ 300.00
1 - 15	2.5"	Purple Maple	\$ 450.00	\$ 450.00	\$ 435.00	\$ 250.00	\$ 303.00	\$ 344.00	\$ 300.00
1 - 15	2.5"	Northern Red Oak	\$ 450.00	\$ 450.00	\$ 435.00	\$ 290.00	\$ 297.00	\$ 417.00	\$ 430.00
1 - 15	2.5"	Littleleaf Linden	\$ 450.00	\$ 450.00	\$ 435.00	\$ 175.00	\$ 237.00	\$ 216.00	\$ 150.00
1 - 15	2.5"	Smoothleaf Elm	\$ 450.00	\$ 450.00	\$ 435.00	\$ 225.00	\$ 237.00	\$ 232.00	\$ 270.00
Total Cost -			\$ 6,300.00	\$ 6,300.00	\$ 6,090.00	\$ 3,245.00	\$ 3,354.00	\$ 3,722.00	\$ 3,864.00
Grand Total			\$ 14,200.00	\$ 13,800.00	\$ 13,825.00	\$ 7,265.00	\$ 7,906.00	\$ 9,159.00	\$ 8,737.00

ITEM	A	B	C	D	E	F	G	H	I	J	K				
1		CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2013													
2		CITY TREE REPLACEMENTS-ACCIDENT TREE REPLACEMENTS-50/50 TREE PROGRAM													
3		VENDOR-THE FIELDS ON CATON FARM													
4		50/50 TREE PROGRAM													
5		CONFIRMED 50/50 PARTICIPATION	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CONTINGENCY 50/50 PROGRAM	CONTINGENCY CITY COSTS	CONFIRMED CITY PARTICIPATION	CONFIRMED CITY COST	CONTINGENCY RESIDENT COST	CONFIRMED RESIDENT PARTICIPATION	CONFIRMED RESIDENT COST		
6		0	2.5"	American Linden	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -		
7		0	2.5"	Norway Maple	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -		
8		0	2.5"	Honeylocust Skyline	\$175.00	\$ 700.00	4	\$ 350.00	0	\$ -	\$ 350.00	0	\$ -		
9		0	2.5"	Red Maple	\$185.00	\$ 740.00	4	\$ 370.00	0	\$ -	\$ 370.00	0	\$ -		
10		0	2.5"	Chanticleer Pear	\$235.00	\$ 940.00	4	\$ 470.00	0	\$ -	\$ 470.00	0	\$ -		
11		0	2.5"	Freeman Maple	\$245.00	\$ 980.00	4	\$ 490.00	0	\$ -	\$ 490.00	0	\$ -		
12		0	2.5"	Sugar Maple	\$225.00	\$ 900.00	4	\$ 450.00	0	\$ -	\$ 450.00	0	\$ -		
13		2	2.5"	Kentucky Coffeetree	\$275.00	\$ 1,650.00	4	\$ 550.00	2	\$ 275.00	\$ 550.00	2	\$ 275.00		
14		0	2.5"	White Pine Evergreen	\$235.00	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -		
15	TOTALS	2				\$ 7,710.00	32	\$ 3,580.00	2	\$ 275.00	\$ 3,580.00	2	\$ 275.00		
16		EMERALD ASH TREE REPLACEMENTS													
17		QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS								
18		10	4"	American Linden	\$240.00	\$ 2,400.00	\$ 2,400.00								
19		10	4"	Norway Maple	\$265.00	\$ 2,650.00	\$ 2,650.00								
20		11	4"	Honeylocust Skyline	\$240.00	\$ 2,640.00	\$ 2,640.00								
21		12	4"	Red Maple	\$265.00	\$ 3,180.00	\$ 3,180.00								
22		11	4"	Chanticleer Pear	\$365.00	\$ 4,015.00	\$ 4,015.00								
23		10	4"	Freeman Maple	\$265.00	\$ 2,650.00	\$ 2,650.00								
24		10	4"	Sugar Maple	\$355.00	\$ 3,550.00	\$ 3,550.00								
25	TOTALS	74				\$ 21,085.00	\$ 21,085.00								
26						TOTAL TREE COST	CITY COSTS CONFIRMED	CITY CONTINGENCY COST	CONTINGENCY COST AND CONFIRMED RESIDENT COST	MATH CHECK					
27		TOTAL TREE PROGRAM COST				\$ 28,795.00	\$ 21,360.00	\$ 3,580.00	\$ 3,855.00	\$ 28,795.00					

7,710.00

AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

A resolution accepting a proposal from Corrpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00.

RESOLUTION

BACKGROUND/HISTORY

During our routine inspections, staff had identified that the cathodic protection system for the underground pumping station at 67th Street and Wilmette Avenue was not correctly protecting the piping and pumps. Corrpro had confirmed that the cathodic protection system was failing and required replacement. Cathodic protection is a technique used to control corrosion in metals. The principle is to connect an external anode to the metal to be protected and the passing of an electrical DC current so that all areas of the metal surface become cathodic and therefore do not corrode. The system is the original equipment and over 20 years in age.

Staff had requested sealed quotes for the design, materials and installation and solicited three vendors. On August 21, 2013, staff had received one quote in the amount of \$23,000. Staff had reached out to the other two vendors, Chicago Bridge & Iron and Okeh Electric and inquired as to why they didn't provide a quote. Both vendors informed staff that the equipment for the cathodic protection would come from Corrpro Companies, exclusive supplier and installer for our area, and they would have to purchase the materials directly from Corrpro, therefore did not pursue the quote. Corrpro Companies is the exclusive distributor and installer of cathodic protection systems for all adjacent municipalities with operating water systems.

The FY13/14 Budget allocation was \$22,500 and staff had reached out to Mr. James Dooley, Corrpro Companies, Inc. and was able to [**renegotiate the quote**](#) to \$22,500, (See Attached [**e-mail**](#)).

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY-13/14 BUDGET	PROPOSED EXPENDITURE
12-51-4815	Water Depreciation Fund	\$ 22,500.00	\$ 22,500.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution accepting a proposal from Corrpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not

to exceed \$22,500.00.

ALTERNATE DECISION

As recommended by the Municipal Services Committee.

DECISION MODE

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CORRPRO COMPANIES, INC FOR THE REMOVAL AND REPLACEMENT OF THE CATHODIC PROTECTION SYSTEM FOR THE WATER PLANT LOCATED AT 67TH STREET AND WILMETTE AVENUE IN AN AMOUNT NOT TO EXCEED \$22,500.00

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 to accept a proposal from Corrpro Companies, Inc. for the removal and replacement of the cathodic protection system for the water plant located at 67th Street and Wilmette Avenue in an amount not to exceed \$22,500.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

An Insituform[®] Company

310 Roma Jean Parkway, Streamwood, IL 60107

Tel: (630) 483-2500 Fax: (630) 483-2555

www.corrpro.com

Materials and Services Proposal

Date: August 22, 2013

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

Attn: Mr. Daniel Gombac

E-mail: dgombac@darienil.gov
Tel: 630-353-8106
Fax: 630-887-0091

From: Jim Dooley

Re: Cathodic Protection Systems
Wilmette Avenue -Lift Station
CCI Reference No. 60400-012860 rev2

Corrpro Companies, Inc. is pleased to provide this proposal for the above-referenced project as follows:

Item	Qty.	Unit	Description of Cathodic Protection Materials and Services	Unit Price	Ext. Price
1	1	Each	Provide/Install 1 x Impressed Current System	\$22,500.00	\$22,500.00

The impressed current system would utilize a rectifier mounted outside the station energizing 4 anode columns with one anode each installed to a bottom depth of approximately 15' to 30'. The anode columns would be excavated with a rotary auger. Drilling of rock is not included in this proposal. A source of 120 Volt single-phase AC would be installed by others to power the rectifier.

Commercial Terms and Conditions

- ◆ Proposal Validity: This proposal is valid for work authorized within **30 days** of this proposal.
- ◆ Material Availability: Available for shipment within **6 weeks** after customer's authorization to release. Weather permitting.
- ◆ Freight Terms: Shipped F.O.B. shipping point.
- ◆ Labor to Install Materials: prevailing wage labor will be utilized to install the materials.
- ◆ Notice Required: Any on-site technical assistance requires a minimum **14-day** advance notice.
- ◆ Taxes: Sales and use taxes are not included, customer to provide tax exemption certificate (if applicable).
- ◆ Payment Terms: Net 30 days w/approved credit.
- ◆ Additional Costs: Local/special permits or licenses/bonds for Corrpro to provide installation labor/equip.
- ◆ Note attachment: Corrpro's Clarifications/Qualifications for Installation Services.

Please provide a written purchase order to accept this proposal and to authorize Corrpro to proceed. We appreciate the opportunity to provide this proposal and we look forward to providing our services to you. Please do not hesitate to contact me at our office should you have any questions or require additional information.

Respectfully submitted,

Jim Dooley
Account Executive



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

2013 CATHODIC PROTECTION PROPOSAL

Vendor Name: Corrpro

The City of Darien is seeking quotes for the removal and replacement of a Cathodic Protection System. The proposal shall include engineering, materials, labor and a one year warranty for a new Cathodic Protection System. The site location is at 67th Street and Wilmette Avenue and referred to as the Wilmette Avenue Booster Station.

1. Design Cathodic Protection System and Provide Technical Services for Commissioning \$ 1,500.00

The impressed current system for the station would utilize a rectifier energizing four anodes.

2. Supply Materials for Wilmette Avenue Booster Station \$ 2,950.00

The impressed current system for the station will utilize an air-cooled rectifier and four mixed metal oxide tubular anodes. The anodes will be backfilled with petroleum coke breeze. The anode leads will be spliced to a common header cable.

3. Labor & Equipment for Installation of Cathodic Protection System \$ 18,550.00

18,050
Revised
Negotiated
08/22/13
DJ

The impressed current system for the station would utilize a rectifier post-mounted outside the station energizing four anodes. Four columns with one anode each installed to a bottom depth of approximately 15' would be installed. The anode columns would be excavated with a rotary auger drill. The anode leads would be spliced to a common header cable and routed underground to the rectifier. The power requirements are a 120 Volt single-phase AC (2-amps-max.) to power the rectifier. Miscellaneous conduit and wiring could be required.

CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND FAXED BACK TO 630-852-4709
BY NO LATER THAN AUGUST 21, 2013 @ 10:00 A.M.
ATTN: PUBLIC WORKS
QUESTIONS MAY BE DIRECTED TO MUNICIPAL SERVICES AT 630-353-8105

Submitted by: James Dooley

Vendor Name: Corpro

Address: 310 Roma Jean Parkway, Streamwood, IL 60107

Date: 8-19-2013

Phone #: 630-483-2500 (630) (M) 297-6791 Fax #: 630-483-2555

E-mail Address: jdooley@Corpro.com

Authorized Signature: James Dooley

Vendor Name: Corpro

The vendor shall provide three references with phone numbers below:

1. See Attachment (Credit References)
2. _____
3. _____

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____

Title: _____

Date: _____

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

Attachment A

QUOTE REQUEST: Cathodic Protection Proposal

OPENING DATE/TIME: August 21, 2013 @ 10:00 a.m.

		Corrpro		Corrpro		CB&I		Okeh Electric	
				Renegotiated					
ITEM	DESCRIPTION								
1	Design Cathodic Protection System & Provide Technical Services for Commissioning		\$ 1,500.00		\$ 1,500.00				
2	Supply Materials for Wilmette Avenue Booster Station		\$ 2,950.00		\$ 2,950.00		\$ -		\$ -
3	Labor & Equipment for Installation of Cathodic Protection System		\$ 18,550.00		\$ 18,050.00				
Total			<u>\$ 23,000.00</u>		<u>\$ 22,500.00</u>		<u>No Bid</u>		<u>No Bid</u>

Ashley Prueter

From: Dan Gombac
Sent: Thursday, August 22, 2013 8:59 AM
To: James Dooley
Cc: Ashley Prueter; Scott Crimmins; Karen Best; Kristine Michels
Subject: RE: Cathodic Protection

Good Morning Jim:

Thank you for your consideration and we will be forwarding to our Committee and City Council to award the work to Corrpro

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: James Dooley [mailto:jdooley@corrpro.com]
Sent: Thursday, August 22, 2013 8:34 AM
To: Dan Gombac
Cc: Ashley Prueter; Scott Crimmins; Karen Best; Kristine Michels
Subject: Re: Cathodic Protection

Dan,

I was able to work with my operations team to hit your request of \$22,500.00. I have attached a new revision from our original proposal and then redid the sheet that you also had sent to me. I didn't know for sure which one you needed. Please confirm receipt and let me know when you get a chance. I know that our scheduling team is working in November scheduling at this time. We do have materials lead times with this project also.

Thank you,

Jim Dooley

Account Executive

Corrpro

310 Roma Jean Parkway

Streamwood, IL. 60107

Tel: 630-483-2500

Cell: 630-297-6791

Fax: 630-483-2555

Email: jdooley@corrpro.com

www.corrpro.com

From: "Dan Gombac" <dgombac@darienil.gov>
To: "James Dooley (jdooley@corrpro.com)" <jdooley@corrpro.com>
Cc: Ashley Prueter <apruefer@darienil.gov>
Date: 08/21/2013 03:21 PM
Subject: Cathodic Protection

Jim:

Corrpro is the lowest competitive quote in the amount of \$23,000. Our budget is \$22,500, would Corrpro consider meeting our budget and reducing the price to \$22,500. Thanks in advance for the consideration.

Daniel Gombac
Director of Municipal Services
630-353-8106

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AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

A resolution accepting a quote from Advanced Automation and Controls Inc. for a Radio Communications System in an amount not to exceed \$19,660.00.

RESOLUTION

BACKGROUND/HISTORY

The proposed expenditure is for the upgrading of the City's water SCADA system as it relates to communication between the water facilities. Currently the water system's communication operates through a telephone system. The telephone system is unreliable and during a communication failure requires staff to monitor controls and gauges around the clock until the problem is fixed by the phone company. The radio system has become the industry standard for SCADA communications.

The proposed radio system utilizes a radio frequency that allows the water system to communicate between the water plants through the Supervisory Control and Data Acquisition (SCADA) System. The radio system will monitor and communicate preset water tank elevations, ingoing/outgoing pressures, flows, pump failures and chlorine levels and chlorine leaks. In the event that any of the abovementioned falls above or below a preset condition or chlorine leak occurs, the system will notify the designated operator via telephone.

The Radio System Project calls out for the vendor to provide 900MHZ Spread Spectrum Radios, hardware, installation and programming with the Program Logic Controllers (PLC)'s at the following locations:

1220 Plainfield Road – Plainfield Road and Cass Avenue - Standpipe
2101 West 75th Street - Pressure Reducing Station
67th Street and Wilmette Avenue - 6700 Wilmette Avenue -Standpipe
8600 Lemont Road - Lemont Road - Elevated Tank
1041 S Frontage Road - Public Works Facility

The staff has requested competitive quotes for the SCADA upgrade and received the following two responses:

Advanced Automation & Controls Inc	\$27,250
Automatic Control Services-Non Responsive	\$19,660

Automatic Control Services had provided the quote after the designated time deadline and is considered non-responsive. Since staff only

received one quote, the second non-responsive quote was reviewed and staff contacted the responsive bidder to review his quote to match or beat the non-responsive quote. Advanced Automation and Controls agreed to meet the non-responsive quote for \$19,660. See Attached e-mail labeled as [Attachment 1](#).

Advanced Automation and Controls have provided services for the city's water system in the past and has provided quality services. The FY13-14 budget included the funding for the SCADA communication upgrades. The expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4815	SCADA System-Software	\$ 35,000	\$19,660	\$ 15,340

Committee Recommendation

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Advanced Automation and Controls, Inc. for a Radio Communications System in an amount not to exceed \$19,660.00.

Alternate Consideration

Not approving this item at this time.

Decision Mode

This item will be placed on the September 3, 2013 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A QUOTE FROM ADVANCED AUTOMATION AND CONTROLS INC FOR A RADIO COMMUNICATIONS SYSTEM IN AN AMOUNT NOT TO EXCEED \$19,660.00

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 to accept a quote from Advanced Automation and Controls Inc for a Radio Communications System in an amount not to exceed \$19,660.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND RETURNED IN A SEALED ENVELOPE AND CLEARLY MARKED RADIO READ SYSTEM 2013 TO 1702 PLAINFIELD ROAD BY NO LATER THAN AUGUST 21, 2013 - 10:00 A.M.

ATTN: MUNICIPAL SERVICES

Submitted by: Thomas C. Otto, COO

Vendor Name: Advanced Automation and Controls, Inc.

Address: 780 Ridgeview Drive, McHenry, IL 60050

Date: 8/21/13

Phone #: 815-578-0655 Fax #: 815-578-0677

Cellular #: 815-307-4925

E-mail Address: totto@aacontrolsinc.com

Authorized Signature: 

We hereby propose to provide all hardware and labor necessary to design and install a complete and fully operational radio communications system for the City of Darien's water system. The Radio Read-System shall consist of a 900 MHz Spread-Spectrum Radios and will be installed at the following facilities:

1702 Plainfield Road - Plainfield Road and Cass Avenue - Standpipe
 2101 West 75th Street - Pressure Reducing Station
 67th Street and Wilmette Avenue - 6700 Wilmette Avenue - Standpipe
 8600 Lemont Road - Lemont Road - Elevated Tank

The proposed radios shall be interfaced with all existing Programmable Logic Controllers (PLC)'s at the abovementioned stations.

One (1) 900MHz spread spectrum radio and an Allen-Bradley Micrologix 1400 PLC will be added at the Public Works Facility located at 1041 South Frontage Road. The unit shall replace the existing dedicated telephone communications link serving communications between the Public Works Facility and the Plainfield Rd and Cass Ave location. A small industrial enclosure shall be provided to house the equipment. This SCADA computer PLC will be a remote unit - on the SCADA radio communications network outlined above and will connect to the SCADA computer via an Ethernet connection. The awarded vendor shall supply all the necessary hardware and software to complete the scope of work as described.

Quote Amount: ~~\$27,250.00~~ *Renegotiated* to *\$19,660* *08/22/13*
Quote Amount in Writing: Twenty-Seven Thousand, Two-Hundred and Fifty Dollars *DD*

The vendor shall provide three municipal references with phone numbers below. The vendor will also provide documentation that the vendor is currently and has been installing and servicing Radio Read/SCADA Systems for a minimal of 5 years:

1. City of Naperville, Tony Conn, 630-305-5537
2. Village of Palatine, Jim Vlcek, 847-705-5200
3. City of McHenry, Russ Ruzicka, 815-363-2186

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____
Title: _____
Date: _____

Ashley Prueter

From: Tom Otto [totto@aacontrolsinc.com]
Sent: Thursday, August 22, 2013 11:46 AM
To: Dan Gombac
Subject: RE: Award of Quote

Yes. All good. Let me know and we will get things moving.

Thank you Dan.

Thomas C. Otto
Chief Operations Officer
Advanced Automation and Controls, Inc.
815-307-4925
a UL 508a Certified Panel Shop

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Thursday, August 22, 2013 11:45 AM
To: Tom Otto
Cc: Ashley Prueter; Kris Throm
Subject: RE: Award of Quote

Thanks Tom:

I 'm not sure if you had listened to my voice mail, but the other quote did include lighting/surge suppressors and they were going to confirm the best point for the antenna through a Path test. Thanks and we will recommend you for City Council approval.

Daniel Gombac
Director of Municipal Services
630-353-8106

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-----Original Message-----

From: Tom Otto [mailto:totto@aacontrolsinc.com]
Sent: Thursday, August 22, 2013 11:32 AM
To: Dan Gombac
Subject: RE: Award of Quote

Dan,

Sorry, got going many directions. I attached a revised bid at the same number. As we spoke, the ONLY item that we are just not sure of is the Tower installations. Sounds like our approach is what other bidder was looking at.

Master will be on one of the towers / standpipe. All should be good. We have done many systems so have a good feel for what / how it will work.

Main components on our system are:

Radios
PLC (1) Plant
Lightning Arrestors
Antennas / accessories

We will have an electrician out to climb and mount the "Master" antenna. Probably will be at Water tower.

I will call you in a bit. Had to run out to a clients.

Thomas C. Otto
Chief Operations Officer
Advanced Automation and Controls, Inc.
815-307-4925
a UL 508a Certified Panel Shop

-----Original Message-----

From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Thursday, August 22, 2013 7:58 AM
To: Tom Otto
Subject: Re: Award of Quote

Thanks Tom, please let us know by 10:00am Thanksgivings

Sent from my Verizon Wireless 4G LTE smartphone

Tom Otto wrote:

Thanks Dan. Sorry I did not get back to you today, I was in the field. Let me look over our scope and numbers tomorrow. I will then give you a call.

Sent from my Verizon Wireless 4G LTE DROID

Dan Gombac <dgombac@darienil.gov> wrote:

Good afternoon Tom:

In reviewing the quotes we had a quote that was delivered late and the pricing was \$19,660 in comparison to your quote in the amount of \$27,250. Prior to our final decision would you be willing to meet the \$19,660?

Please let me know at your earliest convenience. I also left you a voice mail.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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AGENDA MEMO
CITY COUNCIL
MEETING DATE: September 3, 2013

Issue Statement

PZC 2013-06: **Dotty's, Brookhaven Plaza, 7516 Cass Avenue:** Requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District.

[ORDINANCE](#) **[BACKUP](#)**

Discussion/Overview

The Planning and Zoning Commission held the required public hearing on August 21, 2013. Both the Planning and Zoning Commission and the Municipal Services Committee recommend approval of the petition.

The full discussion follows as “Additional Information.”

The draft ordinance is attached.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on August 21, 2013.
The Municipal Services Committee considered this item at its meeting on August 26, 2013.
The City Council will consider this item at its meeting on September 3, 2013.

Additional Information

Issue Statement

PZC 2013-06: **Dotty's, Brookhaven Plaza, 7516 Cass Avenue:** Requests a special use to permit a drinking and eating establishment within the B-2 Community Shopping Center District.

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

General Information

Petitioner: Daniel Fischer
Illinois Café & Service Company, LLC
430 N. York Road, Suite A
Bensenville, IL 60106

Property Owner: Jemco & Associates, Ltd.
242 Bunting Lane
Bloomington, IL 60108

Property Location: 7516 Cass Avenue, Unit 24, Brookhaven Plaza

PIN: 09-28-402-026; -024; -021

Existing Zoning: B-2 Community Shopping Center District

Existing Land Use: Retail shopping center

Surrounding Zoning and Land Use from shopping center:

North: R-2 Single-Family Residence: elementary school, museum.
South: B-1 Neighborhood Convenience Shopping District, R-3 Multi-Family Residence: office building, funeral home.
East: B-2 Community Shopping Center District: retail shopping center.
West: R-2 Single-Family Residence: single-family homes.

Comprehensive Plan Update: Commercial

History: Ordinance O-28-82: rezoning the site to B-2, approving the PUD.
Ordinance O-13-88: PUD amendment to allow for an addition, revised parking layout, landscaping, reface building, and signage. A variation also granted to reduce building setback along Plainfield Road.
Ordinance O-27-89: Special use and variation for a recycling center.
Ordinance O-54-92: PUD amendment to allow for a restaurant, Popeyes Chicken.
Ordinance O-19-00: PUD amendment to allow for the outdoor play area.

Ordinance O-14-01: PUD amendment to allow for the façade change to Popeye’s restaurant.
Ordinance O-8-02: PUD amendment, façade renovation.
Ordinance O-27-04: PUD amendment to allow for the Walgreens Pharmacy drive-thru.
Ordinance O-20-07: PUD amendment, façade renovation.
Ordinance O-27-10: PUD amendment to permit 9-foot wide parking stalls.

Size of Property: 9.36 acres
Floodplain: Floodplain map does not show floodplain on this parcel.
Natural Features: None
Transportation: Property has frontage and access on Cass Avenue, 75th Street and Plainfield Road.

Documents Submitted

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

1. Letter from petitioner, dated July 29, 2013.
2. Aerial photo of shopping center and parking lot photos, 9 sheets.
3. Dotty’s information, 20 sheets.

Planning Overview/ Discussion

The petitioner proposes to open a drinking and eating establishment within the Brookhaven Plaza. The petitioner provided information on the proposed use and a generic layout of their establishment, included with this memo.

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

The City Council will need to amend the Liquor Code to add the appropriate liquor license for this use.

Dotty’s plans to located at the south side of the shopping center, next to Taekwondo and near Brookhaven Marketplace. The petitioner should address whether there is adequate parking to meet the needs of the existing businesses as well as theirs, such as when they expect their peak business activity to occur in relation to other businesses within the shopping center.

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

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

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Planning and Zoning Commission and the Municipal Services Committee.

Staff Findings/Recommendations

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

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

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

Based upon the submitted petition and the information presented, the request associated with PZC 2013-06 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Planning and Zoning Commission Review – August 21, 2013

The Planning and Zoning Commission considered this matter at their meeting on August 21, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Louis Mallers, Raymond Meilkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo.

Daniel Fisher, the petitioner, was present. He stated the proposed use is geared an adult, typically an older lady, who does not want to or feel comfortable going to a bar for a drink to play video gaming.

The Commission asked about the 4 drink limit.

Mr. Fisher stated the limit is intended to maintain the type of atmosphere they want. He stated some patrons may be there for several hours and consume a few drinks over several hours or be there a short time.

The Commission asked if there was adequate parking and how many customers at a time they would expect to have.

Mr. Fisher stated they tend to remain steady throughout the day with 3-5 patrons at a time, stating that he thought there was enough parking to meet their needs. He stated they offer table service only, no bar, they have 20 seats and you must be at least 21 to enter.

The Commission asked about the number of gaming machines.

Mr. Fisher stated State law limits them to 5 machines. He stated each state is different.

Commissioner Kiefer stated he has heard about Dotty's from relatives in other states and said the business has a good reputation and felt it would be a good addition to Darien.

There was not anyone in the public to offer comments.

Without further discussion, Commissioner Mallers made the following motion seconded by Commissioner Vonder Heide:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-06 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Upon a roll call vote, THE MOTION CARRIED by a vote of 9-0.

Municipal Services Committee – August 26, 2013

Based on the Planning and Zoning Commission review and recommendation, staff recommends the Committee make the following recommendation to grant the special use:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-06 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.

Municipal Services Committee Review – August 26, 2013

The Municipal Services Committee considered this matter at its meeting on August 26, 2013. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff memo and noted the Planning and Zoning Commission’s recommendation to approve the petition. He stated the petitioner indicated they expect to have 3-5 customers at a time with a steady stream throughout the day.

Mr. Griffith stated he received several calls concerning the posted public hearing sign but that no one who called stated any objections. He stated no one from the public was at the Commission meeting to offer comments.

Dan Gombac, Director, stated the Admin/Finance Committee will address the liquor license at their next meeting.

Chairman Marchese stated the liquor license should be considered by this Committee when it is related to a special use request in order to simplify the process.

Mr. Gombac stated staff is working on that idea.

Alderman Beilke asked if the gaming license cannot be obtained because the City Council amends the City Code, would that kill the deal.

Daniel Fischer, the petitioner, stated the lease allows them to opt out of the lease if they cannot obtain a gaming license.

Chairman Marchese stated he does not have an object to the use but said this item should be placed under New Business on the City Council’s agenda.

Chairman Marchese noted the expected number of patrons as 3-5 which helps to ease concern over parking, noting that parking can be difficult on that side of the shopping center.

Chairman Marchese asked about entry for those over 21 only in situations where he might be out shopping with a grandchild and want to stop by.

Mr. Fischer said only those 21 and over will be allowed in.

Mr. Fischer stated their target market is women over the age of 35, with 80% of their customers being women over 40.

Alderman Beilke asked how late they would be open.

Mr. Fischer stated 10:00 PM. He stated Dotty's will be open between 8:00 AM – 10:00 PM.

Chairman Marchese asked if there had been problems at their other locations requiring police action.

Mr. Fischer stated they have problems at their cafes. He noted that their cafes have been robbed in the past, just like other businesses, but it is not a significant problem. He stated people think they have a lot of cash on hand but that is not the case.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Seifert made a motion to recommend approval of the special use petition, seconded by Alderman Beilke.

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

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

ORDINANCE NO. _____

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

(PZC 2013-06: Dotty's, Brookhaven Plaza, 7516 Cass Avenue)

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

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

(PZC 2013-06: Dotty's, Brookhaven Plaza, 7516 Cass Avenue)

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

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

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

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

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

WHEREAS, pursuant to proper legal notice, a public hearing on said petition was held before the Planning and Zoning Commission August 21, 2013; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of August 21, 2013, has forwarded its findings and recommendation of approval of said petition to the City Council; and

WHEREAS, on August 26, 2013, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7516 Cass Avenue, Darien, Illinois, and legally described as follows:

PARCEL 1: THAT PART OF LOT 302 (EXCEPT THE NORTH 200.00 FEET OF THE EAST 200.0 FEET THEREOF AND EXCEPT THE NORTH 164.5 FEET OF THE BALANCE OF LOT 302 AND EXCEPT THE WEST 20 FEET OF THE SOUTH 13.5 FEET OF THE NORTH 213.5 FEET OF THE EAST 206 FEET OF LOT 302) LYING NORTH OF A LINE DESCRIBED BY BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 302, 382.48 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT AND RUNNING THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE 150.0 FEET; THENCE SOUTHWESTERLY TO A POINT 366.16 FEET NORTHWESTERLY FROM, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 302, FROM A POINT ON THE SOUTH LINE OF SAID LOT 100.0 FEET NORTHEASTERLY FROM THE

SOUTHWEST CORNER OF SAID LOT 302; THENCE NORTHWESTERLY 66.46 FEET TO A POINT ON THE WEST LINE OF LOT 302, 511.92 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 302 IN BROOKHAVEN MANOR, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 302 AND RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 155.0 FEET FOR A POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 210.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 145 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT; THENCE NORTH ON THE EAST LINE OF SAID LOT 182.48 FEET, MORE OR LESS, TO A POINT 382.48 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE 150.0 FEET; THENCE SOUTHWESTERLY TO A POINT 366.16 FEET NORTHWESTERLY FROM (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT) A POINT IN THE SOUTH LINE OF SAID LOT, SAID SECOND POINT BEING 100.0 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY ON SAID RIGHT ANGLES LINE 366.16 FEET TO SAID POINT IN THE SOUTH LINE 100.0 FEET NORTHEASTERLY FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTHEASTERLY ON SAID SOUTH LINE 315.0 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE NORTH 164.5 FEET (EXCEPT THE EAST 200 FEET THEREOF) OF LOT 302 IN BROOKHAVEN MANOR, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-402-026; -024; -021

SECTION 2: Special Use Granted. Pursuant to Section 5A-2-2-6, Special Uses, of the Darien Zoning Ordinance, a special use is hereby granted to permit an eating and drinking establishment on the Subject Property as provided in Section 5A-8-3-4 of the Darien Zoning Ordinance.

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

law, that this ordinance shall supercede state law in that regard within its jurisdiction.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



July 29, 2013

Ms. Maria E. Gonzalez
City of Darien
City Clerk's Office
1702 Plainfield Road
Darien, IL 60561

Re: Special Use Application for 7516 Cass Avenue, Darien, Illinois

Dear Ms. Gonzalez:

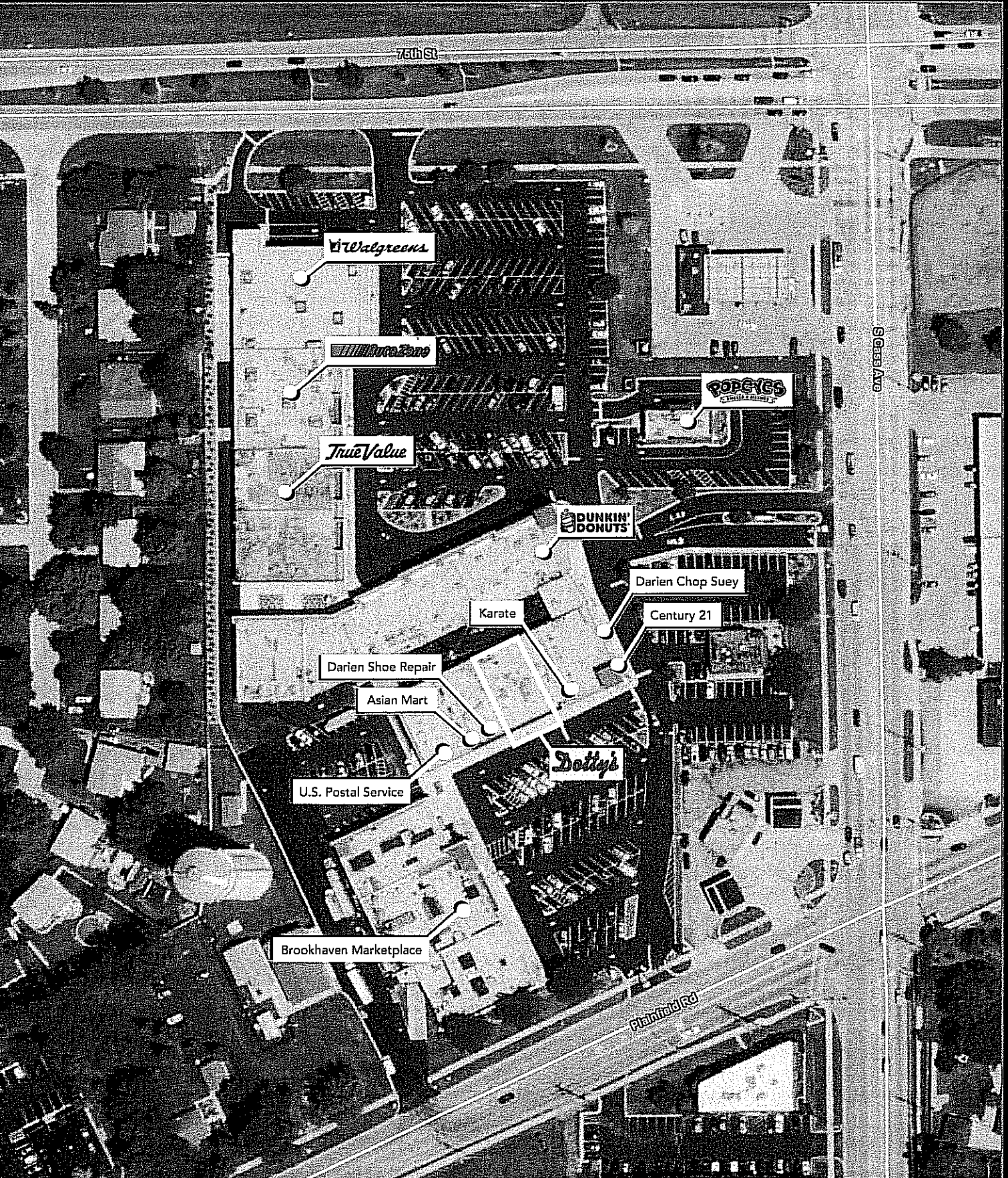
Dotty's has been in operation for 20 years and has more than 150 units in Oregon, Montana and Nevada. The standard for Dotty's is to operate as a country kitchen with beer, wine and Alcohol service. We have developed a concept that is an alternative to the traditional sports bar or tavern. Our concept is warm and welcomes everyone (over the age of 21) with bright open spaces decorated with our country classic decor and feel. We have a 4 drink max in place for alcoholic beverages to avoid over-serving and bringing in the wrong clientele into our locations. Alcohol sales are not a primary focus of the business with no off premises sale of alcohol. A rotating food menu is offered that allows for keeping our menus up to date with the current demands. We will also be applying for a Video Gaming license to offer video gaming terminals for our customers' entertainment.

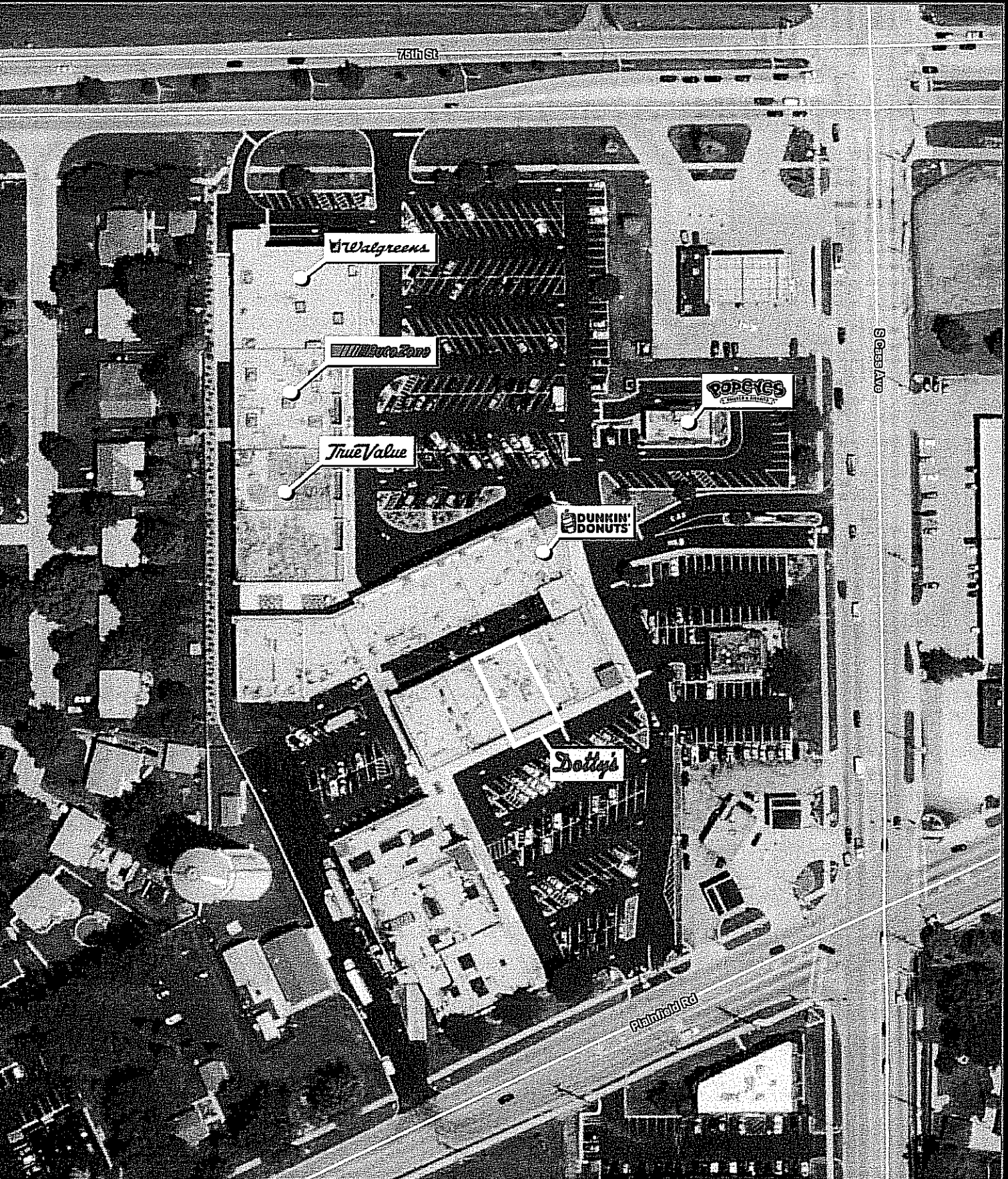
We look forward to telling you more about Dotty's and hopefully becoming a member of the Darien business community. Thank you again for your time and consideration.

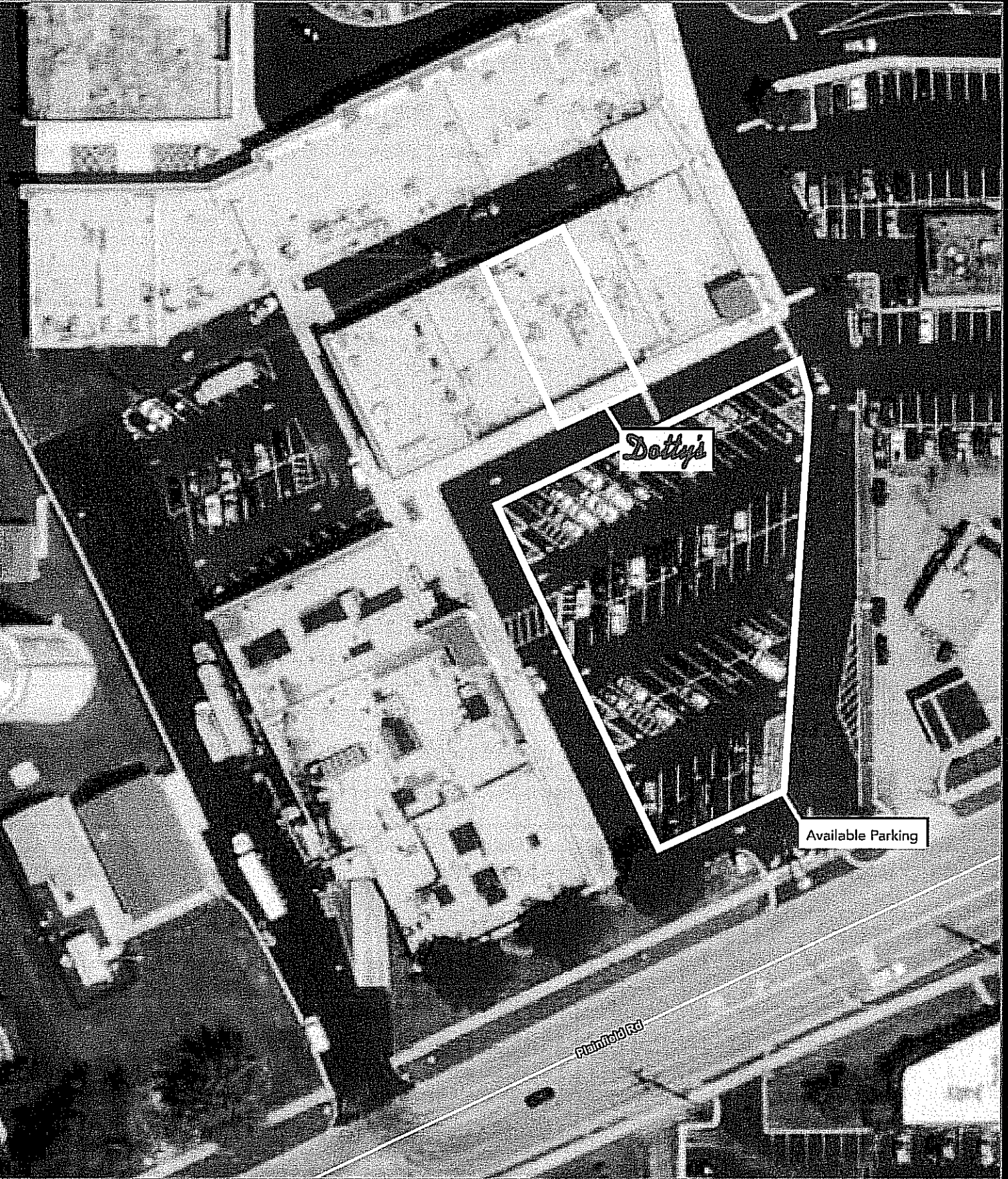
Sincerely,

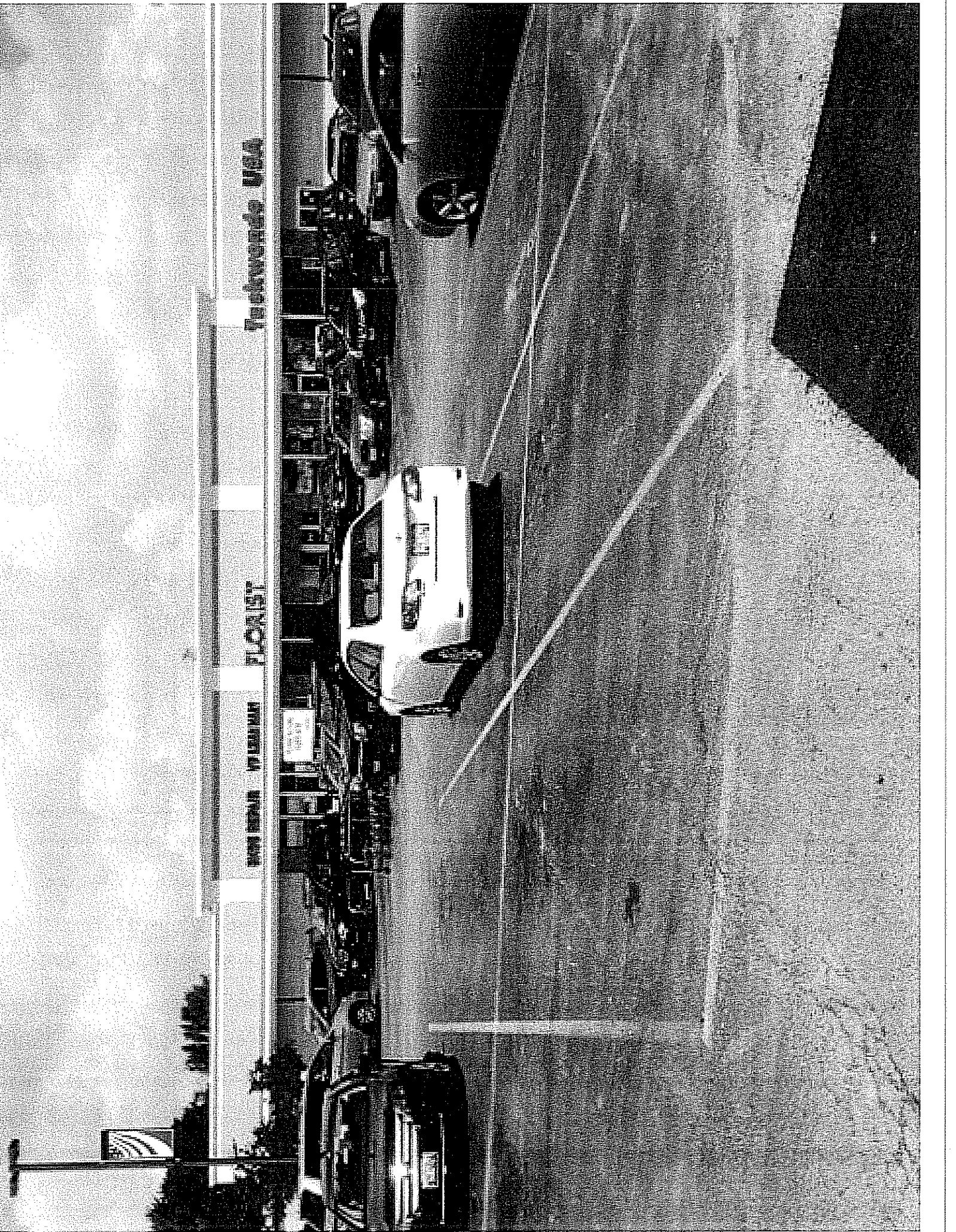
Dan Fischer
President and CEO
Illinois Café & Service Company, LLC

702-265-5812 Cell
Dfischer605@me.com
www.dottyscafe.com

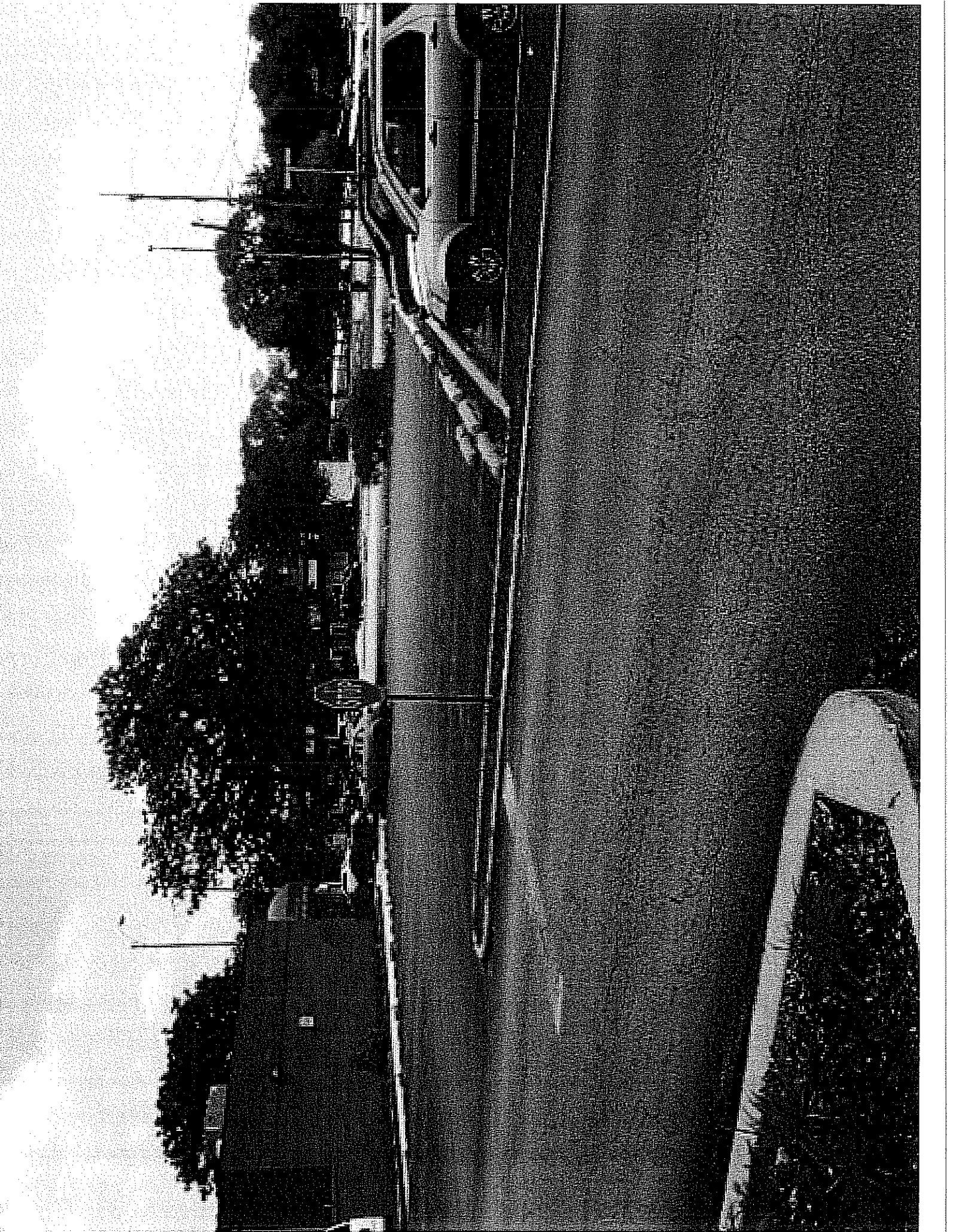


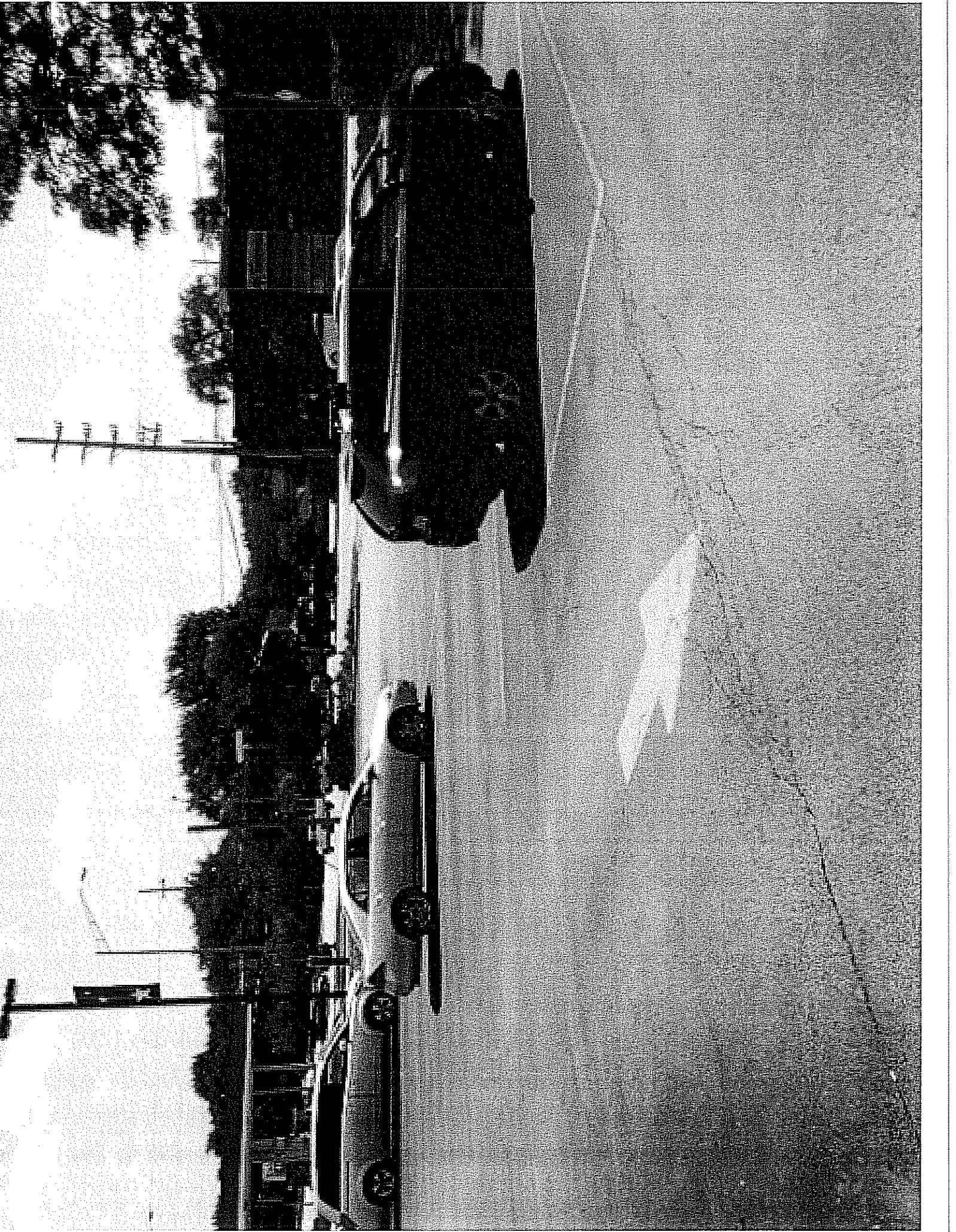


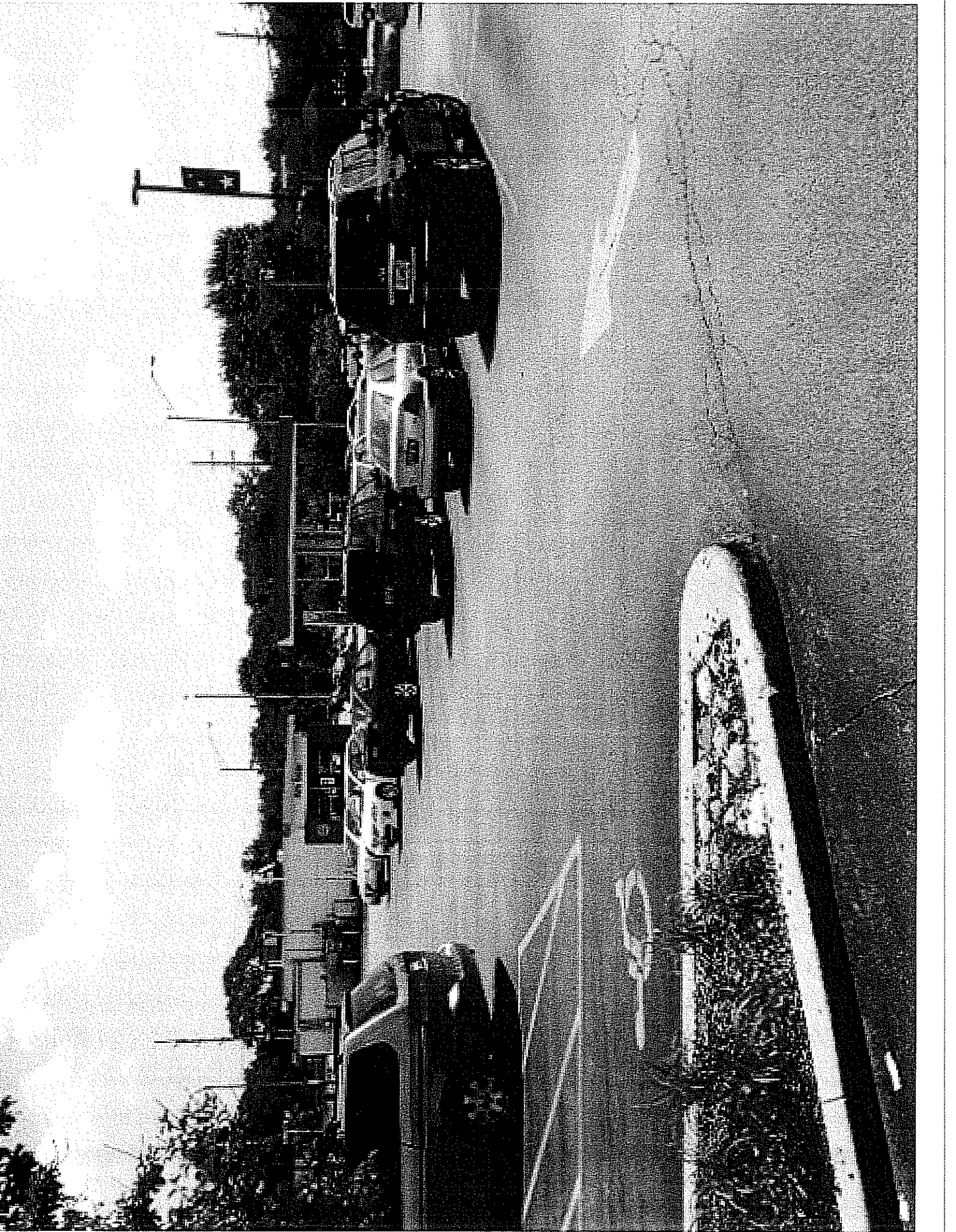






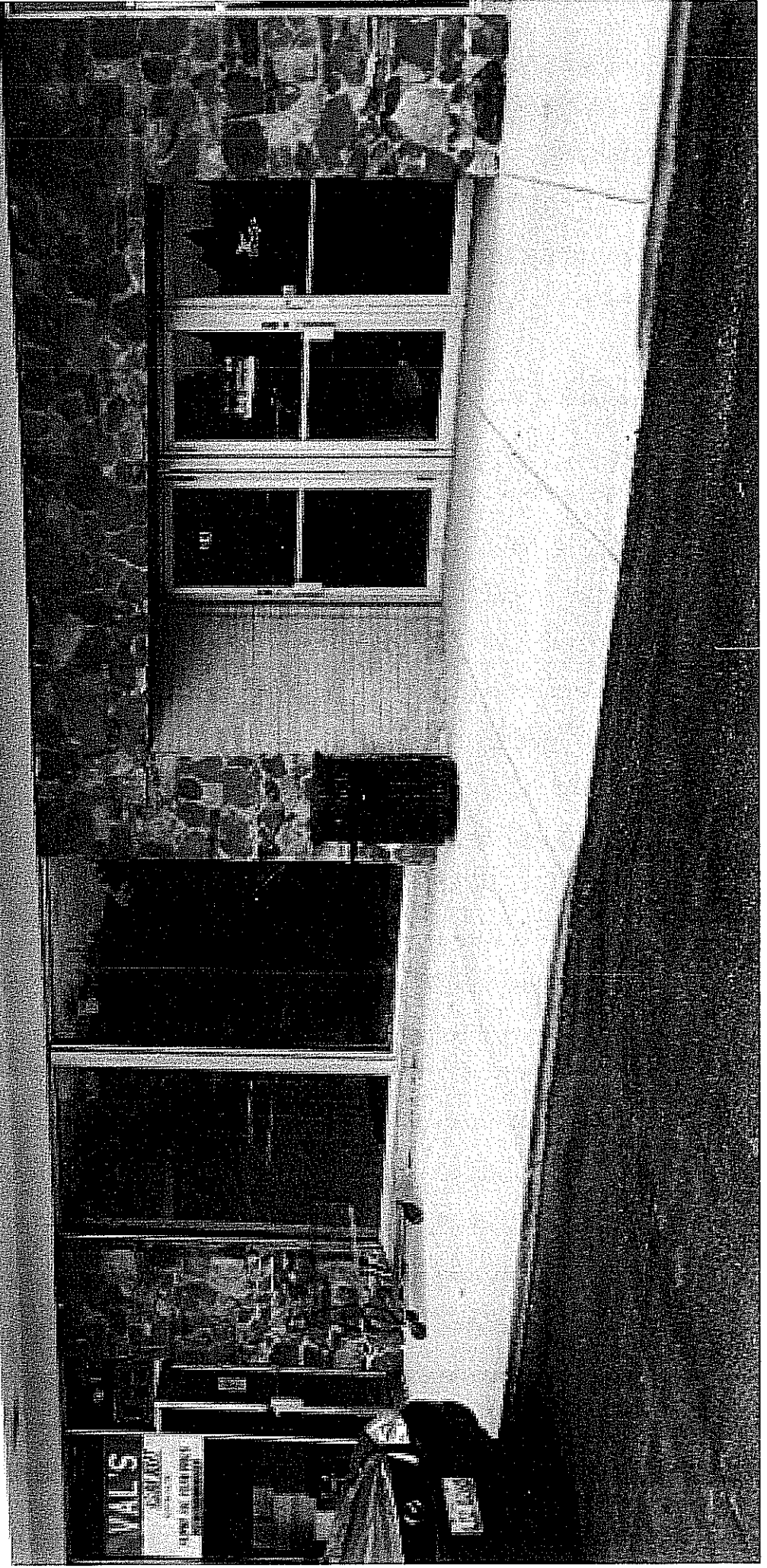






FLOREST

MART



July 23, 2013

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

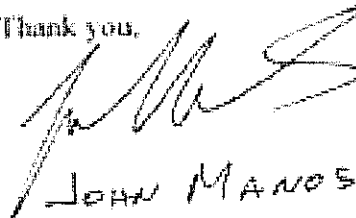
RE: Illinois Café & Service Company, LLC d/b/a Dotty's Special Use Application for
7516 Cass Avenue, Unit 24, Brookhaven Plaza, Darien, Illinois ("Property")

Dear Ms. Ragona:

I am the authorized representative for Jemco & Associates, Ltd. ("Owner"), the owner of the Property. Pursuant to a lease agreement with the Owner, Illinois Café & Service Company, LLC d/b/a Dotty's is the tenant for the Property.

The Owner hereby acknowledges and supports Illinois Café & Service Company, LLC d/b/a Dotty's Special Use application for the Property.

Thank you,



JOHN MANOS

Dotty's

www.dottyscafe.com



The Dotty's business model began in Oregon in 1992. The company founder developed the concept as an alternative to the traditional sports bar/restaurant establishment.

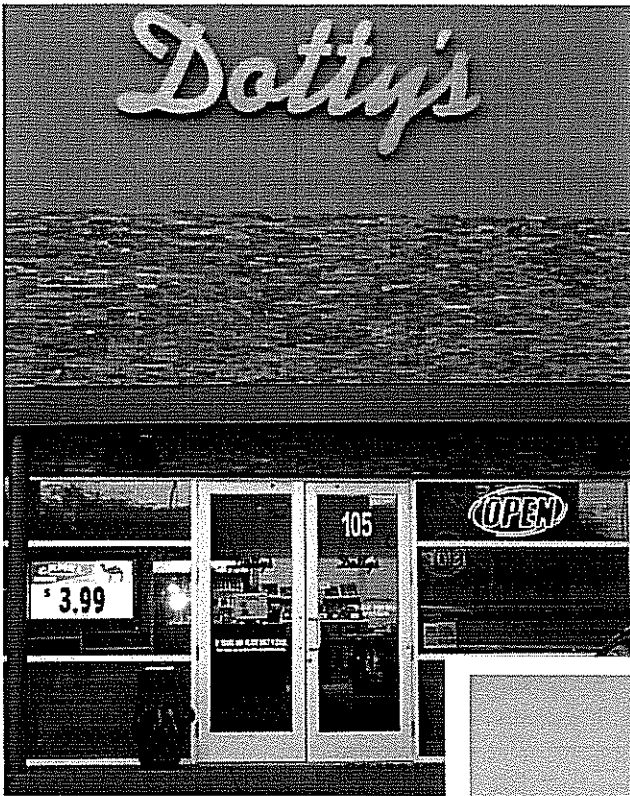
Dotty's would be different.

We locate in major shopping centers with well lit, safe and secure close in parking. Our warm, welcoming interiors have bright open spaces with a country kitchen appeal. The rotating food menu of established favorites and wide selection of beer and wine provide something for everyone over 21. However, our targeted customers consume more cold drinks and great Dotty's coffee while catching up with friends. Our loyal patrons are primarily older women who appreciate our non-intimidating relaxed friendly atmosphere.

Dotty's can provide your commercial center:

- Strong, reliable tenant with stores in Montana, Oregon and Nevada
- Timely rental payments
- The proven ability to drive business to the commercial center

Dotty's has a proven track record and would be a perfect addition to your commercial center. Thank you for your consideration.



**Over 150 Locations
in 3 States!!!**

OREGON - 50

NEVADA - 100

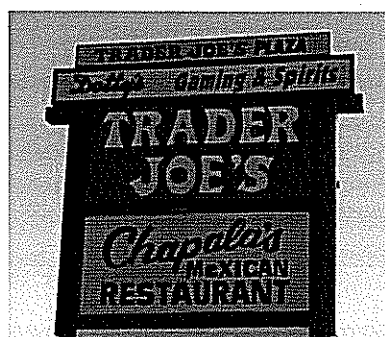
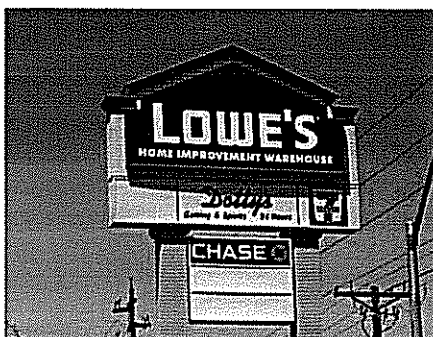
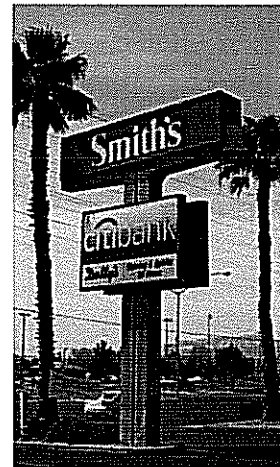
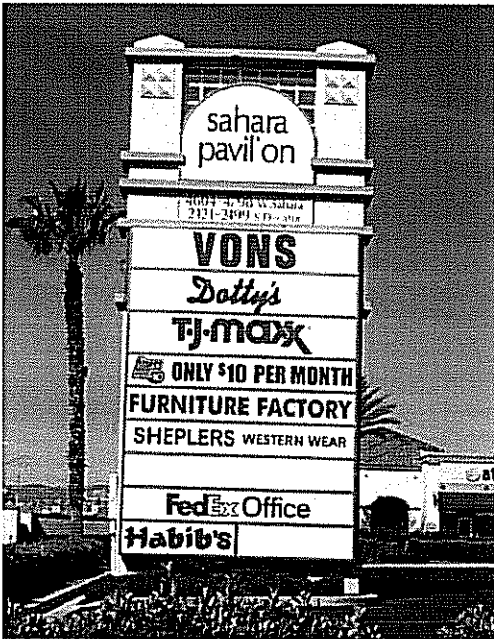
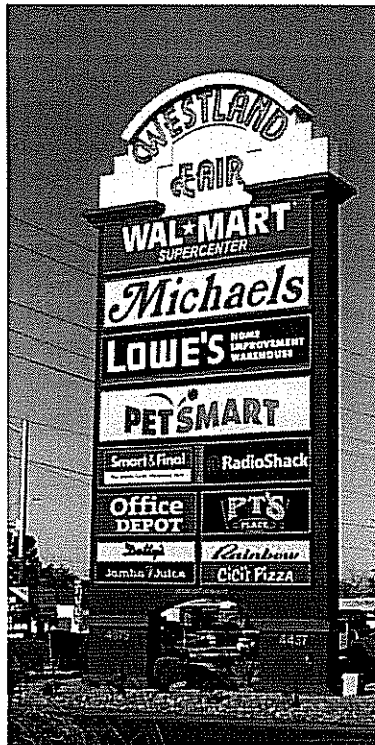
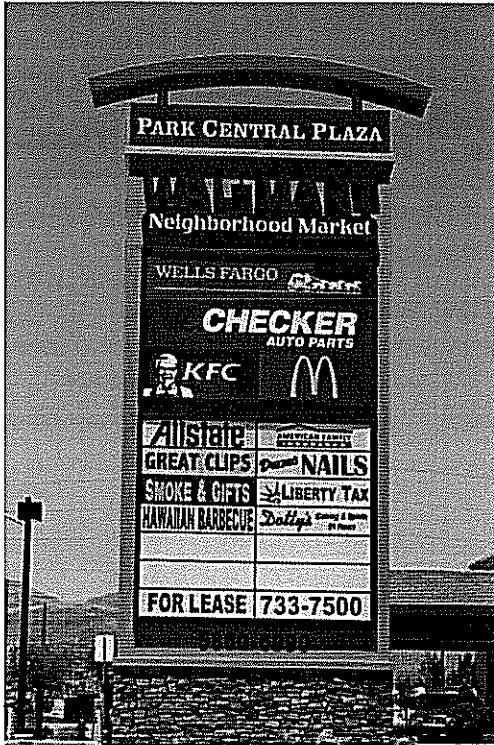
MONTANA - 6

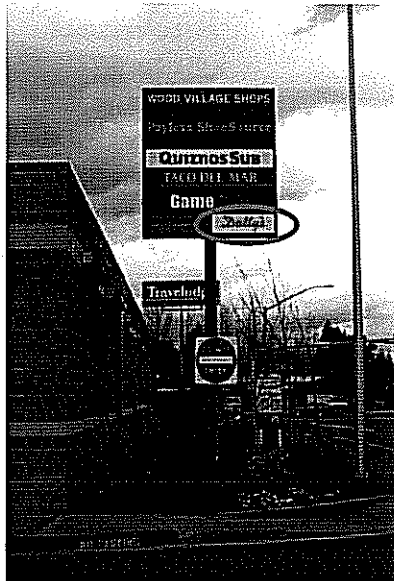
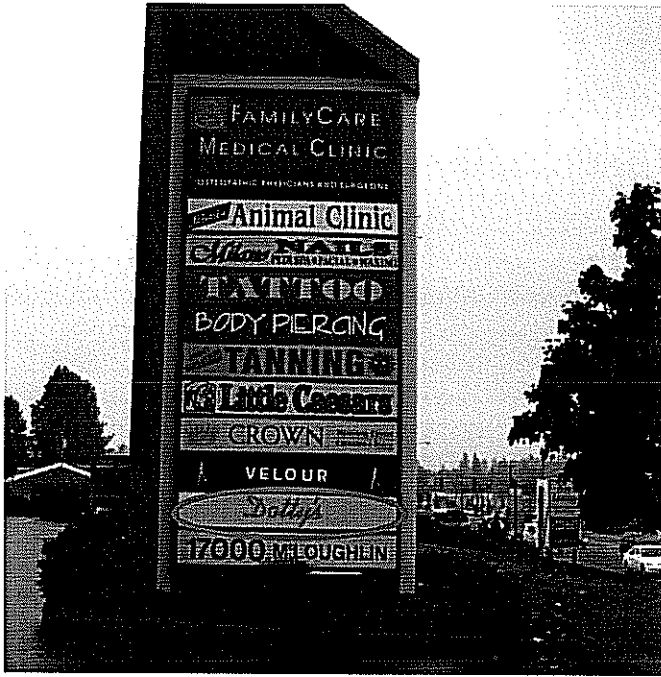


**Including 14 inside
FOOD4LESS
and 10 inside
Kmart**

(Nevada)

Located in Shopping Centers with National Chains







Country classic feel ...
like Grandma's kitchen



Good Morning !

Breakfast Sandwiches

- Sausage, egg & cheese on a toasted croissant.
- Ham, egg & cheese on a toasted croissant.
- Canadian bacon, egg & cheese on an english muffin.

Breakfast Burritos

- **THE CLASSIC** - Egg, bacon, hash browns & cheese wrapped in a flour tortilla.
- **NUMERO DOS** - Egg, sausage, pico de gallo, green chilies & cheese wrapped in a flour tortilla.

Pancakes

- Three pancakes served with choice of sausage patties or bacon.

Biscuits & Gravy

- Home-style biscuit topped with sausage gravy.

Perfect Oatmeal

- Served hot with choice of toppings.

Yogurt Parfait

- Fresh fruit with vanilla yogurt and granola.

Bagel

- Plain or cinnamon raisin toasted and served with cream cheese.

Muffins & Danish

- Assorted varieties available daily.

Snack Time !

French Fries

Mozzarella Sticks

- Five fried cheese sticks served with marinara sauce.

Poppers

- Five jalapenos stuffed with cream cheese & served with ranch dressing.

Macaroni & Cheese Bites

- A fun twist on an American favorite!

Spinach & Artichoke Dip

- Served with tortillas chips.

Corn Dog

- Country fair-style Vienna beef corn dog.

Personal Pizza

- Choice of pepperoni or cheese.

Bigger Bites !

Hot Dog

- Top quality, jumbo hot dog served on a fresh hoagie.

Chili Dog

- Smothered in chili served with onions & cheese on a fresh hoagie.

Chicago Dog

- Served with mustard, onions, sweet pickle relish, dill pickle, tomatoes, sport peppers & celery salt on a poppy seed bun.

Burger

- All beef patty served with lettuce, tomato & onion.

Cheese Burger

- Add American or Cheddar cheese to your burger.

Italian Beef

- Juicy roast beef served with sweet peppers on a fresh hoagie.

Philly Cheese Steak

- Served with mushrooms, onions, peppers & cheese on a fresh hoagie.

BBQ Rib Sandwich

- Boneless BBQ rib served on a fresh bun.

Pulled Pork BBQ Sandwich

- BBQ pork served on a fresh bun.

Chicken Cordon Bleu Sandwich

- Seasoned breaded chicken breast with ham & melted cheese.

Chicken Tenders

- Three boneless white meat chicken tenders served with assorted sauces.

On the Lighter Side !

Soup

- Choice of Chicken Noodle or Soup of the Day

House Salad

- Fresh greens topped with tomatoes, cucumber, carrots & choice of dressing.

Grilled Chicken Salad

- House salad with grilled chicken.

FRESH COFFEE - Proudly brewing Boyds Coffee
(Caffeinated) and Folgers (Decaffeinated)

ICED COFFEE - Starbucks
Mocha, Vanilla

HOT COCOA

TEA - Featuring Mighty Leaf Teas

- Organic Breakfast
- Organic Earl Grey
- Bombay Chai
- Organic Spring Jasmine
- Green Tea Tropical
- White Orchard
- Chamomile Citrus
- Organic Mint Melange

ICED TEA - Lipton Pureleaf
Lemon, Unsweetened

WATER

Arrowhead, Perrier

CRYSTAL LIGHT

Assorted flavors

GATORADE

Lemon-Lime, Fruit Punch, Grape

JUICES

Orange, Pineapple, Grapefruit, Cranberry, Tomato,
V-8, Clamato, Kiwi-Strawberry, Raspberry Lemonade,
Pineapple Orange, Guava and Fruit Punch



ENJOY a Glass of Wine

WHITES

White Zinfandel - Coastal Ridge
Chardonnay - Coastal Ridge
Pinot Grigio - Woodbridge

REDS

Cabernet Sauvignon - Coastal Ridge
Merlot - Coastal Ridge

SPARKLING

Freixenet - Brut



Non-Alcoholic Selections

CARBONATED BEVERAGES

- Coke
- Diet Coke
- Caffeine Free Diet Coke
- Coke Cherry
- Coke Cherry Zero
- Pepsi
- Diet Pepsi
- Dr. Pepper
- Diet Dr. Pepper
- Hansen's Root Beer
- Hansen's Cherry Vanilla Creme
- Hansen's Diet Tangerine Lime
- 7up
- Diet 7up
- Sprite
- Squirt
- Orange Crush
- Mountain Dew
- Hawaiian Punch
- Ginger Ale
- Tonic Water
- Club Soda
- Sparkling Apple Cider

ENERGY DRINKS

- Red Bull
- Diet Red Bull
- Monster
- Monster Lo Carb

Refreshing

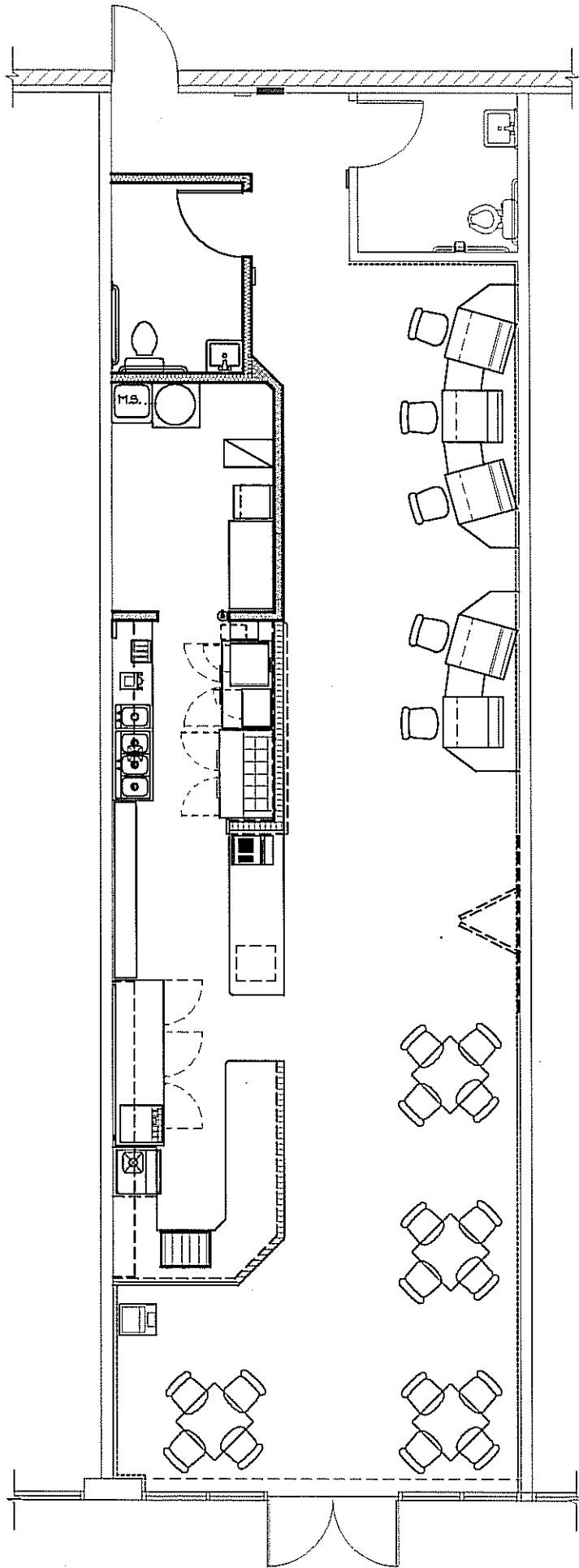


Budweiser, Bud Light, Bud Light Lime, Coors, Coors Light,
Miller Genuine Draft, Miller Light, Miller High Life,
Michelob Ultra, Samuel Adams, Rolling Rock & Pabst Blue Ribbon
O'Douls (Non-Alcoholic) also available.

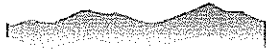
Bottled Brews



Guinness, New Castle, Amstel Light, Corona, Corona Light,
Heineken, Heineken Light, Beck's, Stella Artois,
Fat Tire, Blue Moon & Sierra Nevada



SAMPLE
FLOOR PLAN



**TERRITORY
INCORPORATED**

April 17, 2012

Re: Prospective Landlords for Dotty's locations in Illinois

To Whom It May Concern:

Territory Incorporated is the developer of over 4 million square feet of anchored retail shopping centers in Nevada and serves as the exclusive property manager and leasing agent for the majority of this square footage, which is still held in our private portfolio. Dotty's is a current tenant in 4 of our shopping centers and we are in the midst of adding a 5th location.

We have a longstanding relationship with Dotty's, with some of our leases spanning beyond ten years. They are one of our most reliable tenants who always pay their rent and triple net charges on time, never complain, and are willing to go above and beyond in terms of investing in and maintaining their premises. They are a good neighbor and attract a nice clientele of cross-shoppers to our centers.

Dotty's has always been at the top of our list to call whenever an opportunity for a limited gaming use presents itself. In fact, we are so enamored with their use and performance that we may be investing personally in their future growth.

I am more than happy to answer any questions which you may have. I can be reached on my direct line at 702-822-8209.

Sincerely,
TERRITORY INCORPORATED

Terri Sturm
CEO & Corporate Broker

Real Estate & Development

5785 Centennial Center Blvd., Suite 230 • Las Vegas, Nevada 89149 • Phone 702-222-1402 • Fax 702-227-0746
Please visit our web site at: www.territoryinc.com

Buena Vista LLC
111 SW Fifth Avenue, Suite 1001
Portland, OR 97204
503-222-1515

May 11th, 2012

Re: Dotty's

To Whom it May Concern,

Buena Vista LLC is a commercial landlord with a wide number of real-estate holdings which include shopping centers, strip malls, hotel and other land holdings.

Dotty's has been a tenant in our centers for over 10 years. During those years their rent has consistently been paid in full and on time. Dotty's has always been very responsive to property managers & easy to work & communicate with.

We recognize that Dotty's drives new traffic to our centers and they are one of the first tenants we call when vacancies become available within our portfolio.

Please feel free to call if you have any questions about Dotty's as a prospective tenant. We can be reached at 503-222-1515.

Sincerely,



Gordon Sondland
Buena Vista LLC



EXHIBIT F

P.O. Box 4278, Modesto, California 95352-4278
1800 Standford Avenue, Modesto, California 95350
Corporate Office (209) 577-1600

June 30, 2010

Ms. Vicki Hone, Member
CLEARVIEW LLC
P.O. Box 2826
Minden, NV 89423

Re: #551 – 4348 South Carson Street, Carson, NV
Approval of Restricted Use – Dotty's Casino

Dear Ms. Hone:

Thank you for your patience while the request set forth in your letter of May 10, 2010 was reviewed by Save Mart's Chairman. A copy of that letter is enclosed for your ease of reference.

In your letter, you make request for placement of Dotty's Casino in the shopping center in which our store referenced above is located. We understand that Dotty's Casino is to occupy approximately 3,200 square feet in the area as shown on the enclosed site plan.

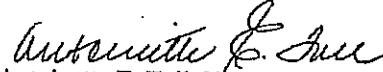
As you correctly state in your letter, this tavern use is prohibited, as more particularly set forth in the Shopping Center Ground Lease dated May 23, 1995, specifically Section 15.2.

Notwithstanding, Save Mart's Chairman grants approval of this use in this instance only and strictly for the size and location as shown on the attached site plan. Such approval is not to be construed as a future waiver of the restrictive covenants found in the Shopping Center Ground Lease.

We wish you success in your leasing efforts in this regard.

Very truly yours,

SAVE MART SUPERMARKETS


Antoinette E. Tull CPM, CSM, RPA, FMA
Director of Property Administration

Enclosures

cc: #551 – Lease File/Gen. Corr.



P.O. Box 4278, Modesto, California 95352-1278
1800 Standiford Avenue, Modesto, California 95350
Corporate Office (209) 577-1600

December 10, 2010

Ms. Vicki Hone
THE HONE COMPANY
P.O. Box 2826
Minden, NV 89423

Re: #550 – 3325 Highway 50 East, Carson City, NV
Revised Response re Waiver of Restricted Use – Dotty's Tavern

Dear Ms. Hone:

Thank you for your recent letter of November 22, 2010 wherein you provide additional information regarding the potential placement of Dotty's Tavern in the shopping center. Your letter, and the recent photographs you provide showing a typical day and the availability of parking between the two parcels, together with the site plan more clearly identifying the proposed location were most useful to the review by Save Mart's Chairman and Vice President of Real Estate.

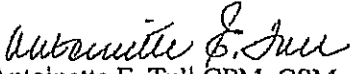
Providing the customer count and use of the parking lot is as you indicate in your most recent letter, our prior disapproval letter dated November 1, 2010 is retracted and in lieu, is this letter granting approval for placement of the Dotty's Tavern as shown on the enclosed site plan.

The waiver of the restricted covenant found in the DECR regarding this use is not to be construed as a continuing waiver, but is singular to this instance and purpose.

We wish you much success in your leasing efforts in this regard.

Very truly yours,

SAVE MART SUPERMARKETS


Antoinette E. Tull CPM, CSM, RPA, FMA
Director Property Administration

cc: #550 – Lease File/Gen. Corr.



Realty Management

Sherry Fitzgerald, Realty Manager

2001 S.E. 16th Street
Bentonville, AR 72716
Phone 479-204-2107
Fax 479-204-9834
www.walmart.com

December 07, 2009

via Email: Kentreno@aol.com

SouthTowne Crossing, LLC
Attn: Kent Will
P.O. Box 12457
Reno, NV 89510

Re: Wal-Mart #3277 – Reno, NV / ECR Restriction – Anytime Fitness

Dear Mr. Whit:

Per the restriction requirement under the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for SouthTowne Crossing, LLC ("SouthTowne") dated November 15, 2000 ("ECR") noted under 2(b)(2) restricting taverns and sports bars on the Development Tract to only Areas C and D, Wal-Mart does hereby grant the requested waiver to permit Doty's occupancy of the proposed 3,600 sq ft in Area E under the following stipulations:

- 1 – SouthTowne's repaving of the Walmart Tract parking lot by April 1, 2010, as well as SouthTowne's continued maintenance of the parking lot including timely repairs.
- 2 – SouthTowne's replacement of all dead landscaping no later than February 15, 2010 and its commitment to keep all the landscaping on the property in good condition at all times.
- 3 – SouthTowne shall continue to perform and fulfill all of its requirements and obligations as defined within the ECR.

Provided SouthTowne Crossing, LLC or any of its successors or assigns, continues to meet these stipulations, Walmart grants this waiver for the proposed Doty's tenant only (as proposed) and the waiver is not transferable to any other tenant. Should SouthTowne fail to meet these stipulations, this waiver shall be considered null and void and Walmart may revoke this use restriction waiver permitting the Doty's establishment.

This waiver does not modify or change any of the terms of the ECR and any changes other than those specified herein shall be subject to further written consent by Wal-Mart. Please note that this waiver is only from Wal-Mart. If further approvals are necessary from other parties, SouthTowne shall be responsible for obtaining them.

Sincerely,

Sherry Fitzgerald, Realty Manager
Arizona, Nevada & SE Texas (Houston & Austin areas)
Phone 479-204-2197 / Fax 479-204-9834
Sherry.Fitzgerald@walmart.com

cc: Don Dropper
Erin Foster, Store Manager #3277

Wal-Mart Real Estate Business Trust
Wal-Mart Stores, Inc.
Wal-Mart Stores East, Inc.
Wal-Mart Realty Co., Inc.
Wal-Mart Louisiana, LLC
Wal-Mart Stores, Texas, LP
Wal-Mart Stores East, LP



Sam's Real Estate Business Trust
Sam's East, Inc.
Sam's West, Inc.
Sam's P.W., Inc.

REALTY MANAGEMENT DEPT. #44-9384 * 2001 S. E. 10th STREET * BENTONVILLE, AR 72716-0550
Phone #479-273-4623 Fax #479-204-9634 Email Sue.Kerst@wal-mart.com

January 29, 2007

Ms. Carina L. Roper
Senior Leasing Executive
Weingarten Realty Investors
860 S. Rancho Drive
Suite 10
Las Vegas, NV 89106

Re: Wal-Mart Store #3473
Las Vegas, NV - Westland Fair Shopping Center

Dear Ms. Roper:

Wal-Mart Real Estate Business Trust grants approval for Nevada Restaurant Services, LLC, d/b/a Dotty's, to occupy site #13 as shown on the attached plan. Wal-Mart's approval is required per Article 2 (use) of the Easements with Covenants and Restrictions Affecting Land ("BCR" dated November 20, 2000 between Wal-Mart Real Estate Business Trust and Weingarten Nostal, Inc.

This approval is based on the information you provided, which indicates that Dotty's, although classified as a tavern, has country classic décor with coin-less gaming machines for a quiet atmosphere, and a non-threatening atmosphere with no televisions, pool tables, beer signs, sports banners, or the traditional bar atmosphere. This approval does not constitute an amendment to the ECR, but is simply an approval for this use at this location only, and does not lift any of the other restrictions placed on this property by the ECR.

Sincerely,

A handwritten signature in cursive script that reads "Sue Kerst".

Sue Kerst
Realty Manager
for Colorado, Idaho, & Nevada

WAL*MART

Realty

Shannon Latta, Regional Vice President

2001 SE 10th Street
Bentonville, AR 72716
Phone 479.273.8467
Fax 479.204.0161
www.wal*mail.com

March 26, 2008

SENT VIA EMAIL & USPS

Mr. TR Rose
Wal-Mart Realty
2001 SE 10th Street
Bentonville, AK 72716-550

RE: MESQUITE, NV

Dear Mr. Rose:

Pursuant to the development agreement, defined as Easements With Covenants And Restrictions Affecting Land ECR dated June 30, 2005 ("ECR") between Falcon Crossing Shopping Center, LLC ("Falcon Crossing"), and Wal-Mart Real Estate Business Trust ("Wal-Mart"), this letter shall serve as Falcon Crossing's request for Wal-Mart's consent, pursuant to Paragraph 2 of the ECR, to the placement of a Dotty's Tavern in Building 1 as shown on the attached site plan. This consent is limited to the placement of Dotty's Tavern only and is not transferable to any potential future assignees as allowable under the Lease between Falcon Crossing and Dotty's Tavern. As such, any potential future assignees must have Wal-Mart's prior written consent.

Under the ECR, Falcon Crossing is entitled to lease to one tavern on the out parcels of the shopping center. However, because the intended premises for Dotty's is located in Building 1 and not in an out parcel, Falcon Crossing is requesting Wal-Mart's consent. All minimum parking ratios will be maintained under the ECR. Please review the attached and if acceptable, please sign below indicating Wal-Mart's approval pursuant to Paragraph 2 of the ECR.

Thank you for your assistance.

Sincerely,

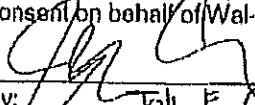
Volt Commercial Brokerage
On Behalf of Falcon Crossing Shopping Center, LLC

Tami Lord

Enclosure

Always low prices. Always.

Wal-Mart hereby gives its consent to the above-stated request of Falcon Crossing. The undersigned hereby represents and warrants that he/she has the authority to give said consent on behalf of Wal-Mart.

 9-2-08
By: John E. Clarke
Its: Regional Vice President

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

An Ordinance amending Section 3-3-7-8 of the City Code to increase the number of Class H liquor licenses from one to two.

[ORDINANCE](#)

[BACKUP](#)

Background/History

Zazzo's Pizza and Catering has operated a restaurant/carryout/delivery location in the City of Darien. They are interested in expanding their location to a full service restaurant and bar and have requested a liquor license that would allow them to sell alcohol along with their food service, as well as with carryout food, which falls under the definition of the Class H license. Currently the only other Class H license holder is Home Run Inn Pizza. In order for them to operate under this plan the number of licenses would need to be increased from one to two.

Staff/Committee Recommendation

As directed

Alternate Consideration

Not approving the ordinance would be an alternate consideration.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-8 OF THE DARIEN CITY CODE

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

AN ORDINANCE AMENDING SECTION 3-3-7-8 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-8 of the Darien City Code, "Class H License," is hereby amended to provide as follows [deleted language stricken]:

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

(C) The number of class H licenses shall be ~~one (1)~~ two (2).

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

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

ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LAZZO'S
PIZZA
&
CATERING
630.655.4788

To Whom it may concern:

I am writing this letter to ask for permission to obtain a liquor license. I am looking to expand my business here in Darien from a carryout/delivery location to a full service restaurant and bar. I am also hoping I can have permission to sell beer wine and spirits as a carryout, giving my customers a "one stop shop experience".

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

An Ordinance amending Section 3-3-7-1 of the City Code to increase the number of Class A liquor licenses from ten to eleven.

[ORDINANCE](#)

[BACKUP](#)

Background/History

Veet Tobacco has operated a tobacco/cigar store in the Brookhaven Plaza in the City of Darien. They are interested in moving units in the Brookhaven Plaza and expanding their store to sell beer, wine and liquor. A Class A liquor license is needed for this to be permissible under current City of Darien ordinances. Currently there are ten other Class A liquor license holders: Brookhaven Marketplace, Heritage Food & Liquor, Jewel, Osco, Aldi, Darien Liquor, CVS, Wal-Mart, and two Walgreens locations.

They also currently operate a liquor store in Woodridge.

Staff/Committee Recommendation

As directed

Alternate Consideration

Not approving the ordinance would be an alternate consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-4 OF THE DARIEN CITY CODE

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

AN ORDINANCE AMENDING SECTION 3-3-7-4 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-4 of the Darien City Code, "Class D License," is hereby amended to provide as follows [deleted language stricken]:

3-3-7-4: CLASS D LICENSE:

(C) The number of class D licenses shall be ~~eight (8)~~ nine (9).

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

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

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

ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



June 5, 2013

**Maria E. Gonzalez
City of Darien
City Clerk's Office
1702 Plainfield Rd.
Darien, IL 60561**

Re: Proposed Dotty's at 7516 Cass Avenue

Dear Ms. Gonzalez:

Dotty's has been in operation for 20 years and has more than 150 units in Oregon, Montana and Nevada. The standard for Dotty's is to operate as a country kitchen with beer, wine and Alcohol service. We have developed a concept that is an alternative to the traditional sports bar or tavern. Our concept is warm and welcomes everyone (over the age of 21) with bright open spaces decorated with our country classic decor and feel. We have a 4 drink max in place for alcoholic beverages to avoid over-serving and bringing in the wrong clientele into our locations. Alcohol sales are not a primary focus of the business with no off premises sale of alcohol. A rotating food menu is offered that allows for keeping our menus up to date with the current demands. We will also be applying for a Video Gaming license to offer video gaming terminals for our customers' entertainment.

We look forward to telling you more about Dotty's and hopefully becoming a member of the Darien business community. Thank you again for your time and consideration.

Sincerely,

Dan Fischer
President and CEO
Illinois Café & Service Company, LLC

702-265-5812 Cell
Dfischer605@me.com
www.dottyscafe.com

AGENDA MEMO
City Council
September 3, 2013

Issue Statement

An Ordinance amending Section 3-3-7-1 of the City Code to increase the number of Class A liquor licenses from ten to eleven.

[ORDINANCE](#)

[BACKUP](#)

Background/History

Veet Tobacco has operated a tobacco/cigar store in the Brookhaven Plaza in the City of Darien. They are interested in moving units in the Brookhaven Plaza and expanding their store to sell beer, wine and liquor. A Class A liquor license is needed for this to be permissible under current City of Darien ordinances. Currently there are ten other Class A liquor license holders: Brookhaven Marketplace, Heritage Food & Liquor, Jewel, Osco, Aldi, Darien Liquor, CVS, Wal-Mart, and two Walgreens locations.

They also currently operate a liquor store in Woodridge.

Staff/Committee Recommendation

As directed

Alternate Consideration

Not approving the ordinance would be an alternate consideration.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-3-7-1 OF THE DARIEN CITY CODE

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

THIS 3rd DAY OF SEPTEMBER, 2013

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

AN ORDINANCE AMENDING SECTION 3-3-7-1 OF THE DARIEN CITY CODE

SECTION 1: Section 3-3-7-1 of the Darien City Code, "Class A License," is hereby amended to provide as follows [deleted language stricken]:

3-3-7-1: CLASS A LICENSE:

(C) The number of class A licenses shall be ~~ten (10)~~ eleven (11).

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

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

ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City Clerk's Office
City of Darien

July 15, 2013

Dear respected sir/madam,

JUL 24 2013.

To the mayor of village of Darien, this letter is regarding about requesting a liquor license.

My name is Bhavana Zaveri, I've been living in Darien since 2002. My address is 9008 Darien Woods Court, 60561. I live with my family, my son recently graduated from Cass Jr. High. I've been in the retail business for the last 15 years. Also, I am a member of Darien chamber. I own a store in Brookhaven Plaza, and we want to expand from a tobacco shop to an upscale liquor store. Please help us out for a retail liquor license. Additionally, I have an experience in liquor and tobacco shops. Please accept our request attached with the application.

From, Bhavana Zaveri- owner of Veet Tobacco

AGENDA MEMO
City Council
September 3, 2013

ISSUE STATEMENT

A resolution authorizing the City Administrator to construct a tower of up to 300 feet, or the most allowed by the FAA, on the property to provide rental revenues and capital projects for the City of Darien

RESOLUTION

BACKGROUND/HISTORY

The City of Darien executed an agreement with World Class Wireless in May to allow them use of the existing tower at Public Works for a wireless project. After conducting a structural analysis on the tower, it was determined they could not put up their projects because the tower is at capacity. They have already paid to Darien a capital contribution and first year rent, a total of \$73,000. These monies would need to be returned if an agreement could not be made.

Staff worked with the company to investigate alternatives. They have agreed to construct a new tower next to the salt storage building and deed the tower to the City of Darien in exchange for a right to keep equipment on it for the term of their lease. The City of Darien would be able to market and rent other spots on the tower (estimated to be approximately eight additional projects, depending on the scope of each project). Currently the City of Darien has been getting \$25,000 as an initial buy-in on each project and \$4,000 per month in rent. Additionally, they have agreed to contribute \$63,805.20 to bring city water to the public works building, reconfigure parking in the lot, and help pay for a portion of paving a front area to make up for the lost space needed for operations due to the tower's footprint.

The timeframe on this project is tight, as the company would like to get the tower constructed by October 1, 2013. The company has been doing due diligence and filing with several unit of government for permits, including the FAA. The FAA may not allow a tower height of 300 feet, and turned down the original location next to the storage shed, but a tower of similar height near the original tower will be acceptable. A variation is also required due to the height of the tower.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

Not approving the agreement is an alternate consideration.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO CONSTRUCT A TOWER OF UP TO 300 FEET, OR THE MOST ALLOWED BY THE FAA, ON THE PROPERTY AT 1041 S FRONTAGE ROAD TO PROVIDE RENTAL REVENUES AND CAPITAL PROJECTS FOR THE CITY OF DARIEN

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 World Class Wireless to construct a tower at 1041 S. Frontage Road, a copy of which is attached hereto, as [Exhibit A](#).

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Site Name: Darien Raw Land
Site Number: 32.015b

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 World Class Wireless, LLC, a Delaware limited liability company, having a mailing address of 600 W. Suite 610, Chicago Avenue, Chicago, IL 60654 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a communications tower ("**Tower No. 1**"), 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. Landlord and Tenant previously entered into a Structure Lease Agreement dated May 20, 2013 (the "Original Agreement"), with respect to premises located at 1041 South Frontage Road, Darien, Illinois for installation and construction of Tenant's Communication Facility upon Landlord's Tower No. 1.

Pursuant to a Structural Analysis Report prepared by Paul J. Ford And Company, dated June 24, 2013, it has been determined that Tower No. 1 is structurally inadequate to accommodate Tenant's antennas and associated equipment; the parties have agreed that Tenant shall construct a second tower upon Landlord's same property (the "**Tower**"), 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 further agree to terminate the Original Agreement as of the Commencement Date of this Structure Lease Agreement (the "Agreement") and the terms and conditions set forth in this Agreement shall prevail.

The parties agree as follows:

1. CONSTRUCTION OF TOWER.

(a) Tenant shall construct a self-supporting tower, at a height of approximately three-hundred feet (300'). The Tower shall be constructed in good and workmanlike manner and in accordance with specifications mutually and reasonably agreed to by the parties hereto.

(b) Upon completion of the Tower, Tenant shall convey to Landlord the rights, ownership, and interest in the Tower through a Bill of Sale free and clear of all liens and encumbrances. All rights, obligations, and liabilities to the Tower as of the date of transfer of ownership shall become the responsibility of the Landlord less any outstanding issues to be corrected by Tenant such as, but not limited to, any existing or outstanding Tenant liabilities or obligations, any structural, design, and operations issues.

2.

3. **PREMISES.**

(a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of 16 square feet for Tenant's equipment shelter ("**Equipment Space**") and

(ii) rights for occupying the vertical space between the Federal Aviation Administration (FAA) approved structure height and twenty feet (20') below ("**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 condition on the date of this Agreement, 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 Tests.

(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.

4. **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.

5. 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 the date Tenant delivers to Landlord the Bill of Sale pursuant to Paragraph 1 of this Agreement ("**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 \$8,000 per month.

6. **RENT.**

(a) As consideration for this Agreement, within 30 days after the Commencement Date, Tenant agrees to pay to Landlord sixty-three thousand, eight hundred five dollars and twenty cents (\$63,805.20) as a one-time capital contribution, which is a full satisfaction of rent paid per this agreement's commencement, terms, and subsequent renewals as more fully described in section (s) 5 of this Agreement.

(b) Notwithstanding the foregoing, in exchange for Tenant constructing the Tower, and transferring full title and ownership of the Tower to Landlord, Landlord agrees to reimburse Tenant for costs incurred by Tenant in association with the construction and installation of the Tower. Said reimbursement shall be in the form of an abatement of any and all rent which accrues under this Agreement beginning on the Commencement Date continuing through the Term of the Agreement.

7. **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 within ninety (90) days after the Effective Date 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.

8. **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 17 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 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 within one hundred twenty days after the Effective Date, but prior to commencement of construction of the Tower by Tenant, and, upon Landlord's receipt of such written notice, Tenant's obligation to construct the Tower as contemplated in this Agreement shall cease and the terms of this Agreement shall become null and void; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason after the Commencement Date

9. **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.

10. 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.

11. 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 11 shall survive the expiration or termination of this Agreement.

12. 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.

13. 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. Landlord acknowledges and agrees that Tenant shall have no liability for any hazardous substances located on the Premises or the Property or any environmental or other conditions on or affecting the Property as of the date of this Agreement.

(c) The indemnifications of this Paragraph 13 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 13 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.

14. 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 14, such failure shall be a default under this Lease. 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.

15. 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 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.

16. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good, neat and orderly 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 17 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.

17. 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.

18. **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 be unreasonably withheld, conditioned or delayed. Tenant may sublease the Premises with the approval and consent of Landlord.

19. **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: World Class Wireless, LLC, a Delaware limited liability company
600 W. Chicago Avenue,
Suite 610
Chicago, IL 60654
Attn: Contracts Manager

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 19(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

20. **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.

21. **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 and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery.

22. **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.

23. **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.

24. **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 there from 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)); provided, however, that if such method results in an inequitable allocation of taxes to Tenant, in Tenant's reasonable opinion, the parties shall mutually agree upon a methodology for equitably allocating Tenant's proportionate share of taxes. At the request of either party, the other shall provide evidence of payment of taxes and Tenant shall have the right to audit Landlord's books and records relating to 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 to 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 to 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.

25. **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 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 25 shall in no way limit or impair the obligations of Landlord under Paragraph 10 above.

26. **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.

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

WITNESSES:

"LANDLORD"

The City of Darien, an Illinois corporation

Print Name: _____

By: _____

Name: _____

Its: _____

Date: _____

"TENANT"

World Class Wireless, LLC

By: A R H

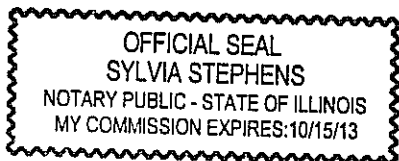
Name: Steve Hunt

Title: CTO

TENANT ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On the 28 day of August, 2013, before me personally appeared Steve Hunt, and acknowledged under oath that he/she is the CTO of World Class Wireless, LLC, a Delaware limited liability company the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Sylvia Stephens
Notary Public: Sylvia Stephens
My Commission Expires: 10/15/2013

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____ before me, personally appeared _____, 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.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF THE PROPERTY

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and World Class Wireless, LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows:

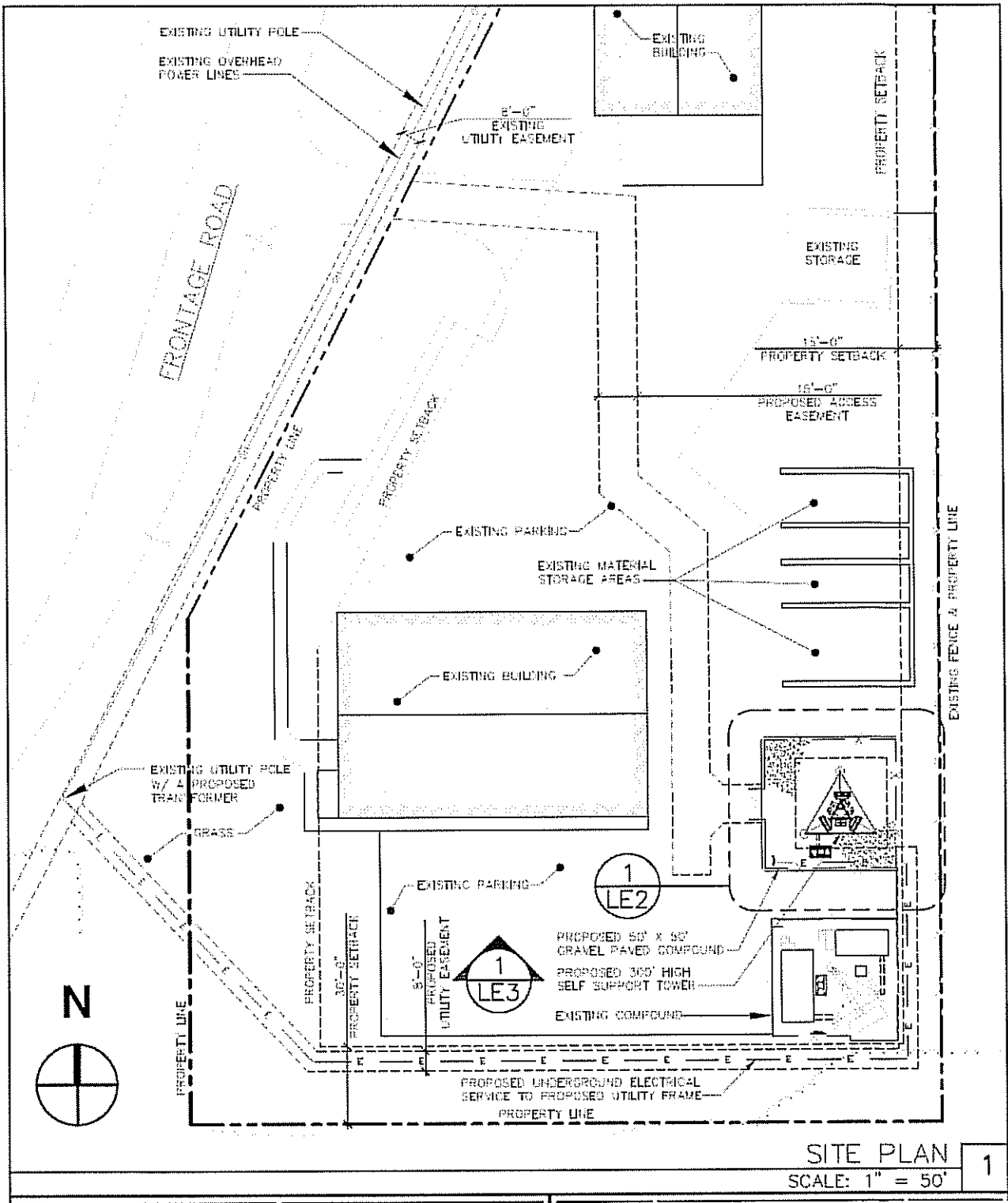
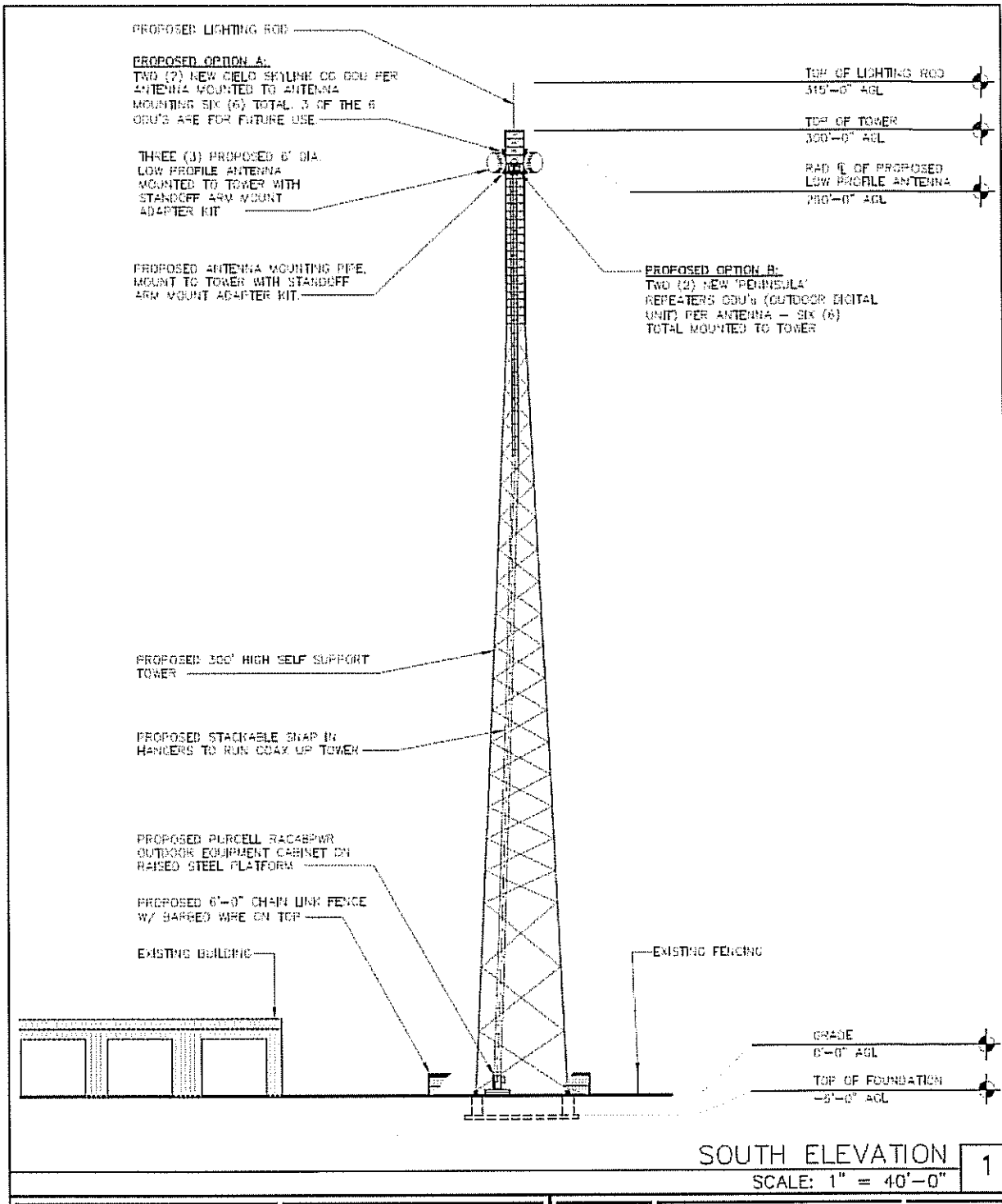


EXHIBIT 2

DESCRIPTION OF PREMISES

to the Agreement dated _____, 20____, by and between The City of Darien, an Illinois corporation, as Landlord, and World Class Wireless, as Tenant.

The Premises are described and/or depicted as follows:



State: Illinois
County: DuPage

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ___ day of _____, 20___, 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 World Class Wireless, LLC, having a mailing address of 600 W. Suite 610, Chicago Avenue, Chicago, IL 60654 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the ___ day of _____, 20___, 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.

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

WITNESSES:

"LANDLORD"

Print Name: _____

The City of Darien, an Illinois corporation

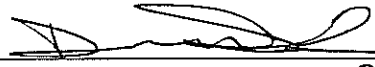
Print Name: _____

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

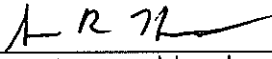
World Class Wireless, LLC

WITNESSES:



Print Name: Desiree DeSelle

~~_____~~
Print Name: ~~_____~~

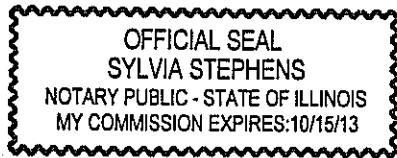
By: 
Name: Steve Hunt
Title: CTO

~~By: _____~~
~~Print Name: _____~~
~~Its: _____~~

TENANT ACKNOWLEDGMENT

STATE OF Illinois)
) ss:
COUNTY OF Cook)

On the 28 day of August, 2013, before me personally appeared Steve Hunt, and acknowledged under oath that he/she is the CTO of World Class Wireless LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Sylvia Stephens
Notary Public: Sylvia Stephens
My Commission Expires: 10/15/2013

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2013 before me, personally appeared _____, 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.

Notary Public: _____
My Commission Expires: _____

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 World Class Wireless, LLC, as Tenant.

AGENDA MEMO
CITY COUNCIL
September 3, 2013

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of a TI Training Use of Force Simulator RULETC in the amount of \$18,950.

[RESOLUTION](#) [BACKUP](#)

BACKGROUND/HISTORY

The FYE 14 police department budget includes the purchase of a firearms simulator specifically designed to provide judgment based shoot/don't shoot scenarios using a video library of scenarios that the firearms instructor can manipulate. This type of product, when combined with traditional live fire exercises, conforms to modern day firearms training practices. The plan is to eliminate two of the live fire practice sessions and replace them with sessions involving the judgment based training, using the simulator. The elimination of the two practice sessions will result in a cost savings for live ammunition and it is anticipated that the savings should pay for the machine (system) itself within the first three to three and one half years. (See attached info.)

The staff reviewed simulators from two different companies including:

TI Training Use of Force Simulator-Rural Law Enforcement Training Center	\$19,750
Tactical Weapons – Laser Shot Company	\$17,830

The actual cost to purchase this product is \$40,000. A grant would pay approximately \$20,000 for this specific product leaving the balance due from the city of \$19,750. The budget for this purchase is \$18,115 from line item 40-4217. Attached is background information from Sergeant Topel recommending the purchase of the TI Training Use of Force Simulator RULETC. In summary, staff's recommendation is based on the following:

1. Departments that actually use the two products stated the maintenance on the TL model was superior to the Laser Shot model.
2. The warranty on the TL simulator is 18 months, as compared to the Laser Shot's 12 month warranty.
3. The TI model simulator does not require a darkened room, whereas the Laser Shot model requires a darker room and requires recalibration with each start-up.
4. The TI model offers 2 laser inserts, while the Laser Shot system offers only one.
5. TI is expandable to allow up to six officers to operate in the same scenario as compared to Laser Shot's two.

The Police Committee approved the recommendation 2-1 to purchase the unit in the amount not to exceed \$18,950. Alderman Kenny voted not to recommend approval of the purchase since the amount exceeded the budget by \$1635. The committee did ask the Chief to contact the company and ask about any additional cost reduction that may be available. [The company reduced the price to \\$18,950.](#)

STAFF/COMMITTEE RECOMMENDATION

At its August 19, 2013, meeting the Police Committee approved a recommendation to the purchase of one TI Training Use of Force Simulator RULETC in the amount not to exceed \$19,750. The final price is \$18,950.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the September 3, 2013, Council agenda for formal consideration and approval.

**A RESOLUTION AUTHORIZING THE PURCHASE OF A
TI TRAINING USE OF FORCE SIMULATOR RULETC IN THE AMOUNT
OF \$18,950**

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 the purchase of a TI Training Use of Force Simulator RULETC in the amount of \$18,950.

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 3rd day of September, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of September, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Training Lab[®]

Use of Force Simulator

Ti Training Lab[®] Standard FEATURES:

- True High Definition System Operating on Windows Platform.
- 16 x 9 Aspect Ratio (6'10" X 12' Screen Size)
- 5.1 Surround Sound Speaker System
- Exclusive Scenario and "On-the-Fly" 3-D Audio
- Build your package for up to 12 Trainees
- PiP - Recording and Playback of Trainee
- Preloaded Scenario Library (400+HD Scenarios)
- Easy to Use Scenario Creation/Editing Software
- Low-Light / Flashlight
- 2-Laser inserts or 1-Recoil Kit for Handgun
- OC Laser Canister
- Punch, Kick and Baton Branching
- Report Generation.
- Debrief- Pinpoint Zoom, Frame by Frame and Slow Motion Playback.
- Advanced Debrief- All Microsoft Compatible Media can be used in Debrief.
- Two "Storm" Travel Cases or Permanent Installation Options
- Free 2D and 3D Professional Scenarios for Life.
- Master Simulation Instructor Certification

Ti Training Lab[®] Available FEATURES:

- Telemetry Software (Heart Rate, Breathing, Eye Tracking)
- Marksmanship for Handgun and Rifle w/Windage & Ballistics
- Weapon Control Training w/ Trigger Graph and Aim Trace.
- Wireless & On the Fly Environmental Controls (Siren, Strobe)
- Recoil for Handgun and Rifle
- ALL Less- Lethal Options Available
- The Training Lab is the only simulation system on the market with **True Distance 3D** utilizing cinematic active eyewear 3D technology.
- Live Fire Capable without the need for specialized screen.
- Exclusive Stress Vest Return Fire Simulation
- Remote iPad Instructor Control
- Return Fire Options
- Custom Course of Fire
- Interactive Portable Turning Targets

Training Lab Base Price: \$42,000

RULETC Small Agency Base Price: \$19,750*

Trade in your existing simulation system! We will give you up to \$10K toward your new Training Lab.

**Please call to see if your agency qualifies for the RULETC system designed for small & rural agencies. Trade-in allowance is not available for the RULETC system.*



Ti Training Corp.
14998 West 6th Ave. #500
Golden, CO 80401
1-800-634-1936

www.Titraining.com

Kila Otte
Sales Director
1-800-634-1936 ext. 207
Cell- 303-269-1594
Kila@Titraining.com



Laser Shot

STANDARD PRODUCT FEATURE	TRAINING LAB	LE-CT		
100% High Definition System	YES	NO		
Auto Calibration	YES	NO		
3D Video	YES	NO		
3D Directional Sound	YES	NO		
Debrief Zoom Magnification	YES	NO		
Scenario Debrief in Slow Motion	YES	NO		
TASER Weapon w/ 2 laser 8° spread	YES	NO		
TASER Courseware	YES	NO		
PiP Video in Debrief Standard	YES	NO		
Auxiliary Environmental Controls	YES	NO		
Telemetry Graphs	YES	NO		
Customizable Scenario Play List	YES	NO		
Green Screen Video Technology	YES	NO		
450+ Scenarios Preloaded	YES	NO		
Free Scenarios For Life	YES	NO		
Environmental Controls Integrated	YES	NO		
Telemetry Monitors Integrated	YES	NO		
6 Shooter Capable	YES	NO		
Vest Return Fire Integration	YES	NO		
Low Light with Real Flashlight	YES	NO		
Non Hardware Dependant Live Fire	YES	NO		
HD Production Studio	YES	NO		
	TRAINING ROOM			
Software Runs in PowerPoint	YES	N/A		
Stand Alone or Training Lab Add-on	YES	N/A		
Utilizes Standard Microsoft Programs	YES	N/A		
Can Use existing PowerPoint Presentations	YES	N/A		
Software Unrestricted for Multiple Use	YES	N/A		
60+ Subject Matter Experts	YES	N/A		
10 Interactive Courses	YES	N/A		
Direct Technical Assistance	YES	N/A		

Carol Kopta

From: Ernest Brown
Sent: Wednesday, August 28, 2013 9:25 AM
To: Carol Kopta
Subject: FW: Pricing

-----Original Message-----

From: Kila Otte [mailto:kila@titraining.com]
Sent: Monday, August 19, 2013 7:16 PM
To: Ernest Brown
Subject: Re: Pricing

We could do \$18,950 and you keep the screen.
Kila

Sent from my iPhone

On Aug 19, 2013, at 6:04 PM, "Ernest Brown" <ebrown@darienil.gov> wrote:

> Can you make it 18,750.00 and let us keep the screen, I'm really liking your product,
>

> Ernest Brown

>

> Sent from my iPad

>

> On Aug 19, 2013, at 6:43 PM, "Kila Otte" <kila@titraining.com> wrote:

>

>> Chief,

>> We can if we take off the Screen. Without that we would be at \$18,750. Then I can give you an additional discount to take it down to \$18,500.

>>

>> Good Luck!

>>

>> Kila Otte

>> Ti Training

>> 16050 N Table Mountain Parkway #100

>> Golden, CO. 80403

>> 1-800-634-1936 ext 207

>> cell 303-269-1594

>>

>>

>>

>>

>> -----Original Message-----

>> **From:** Ernest Brown [mailto:ebrown@darienil.gov]

>> **Sent:** Monday, August 19, 2013 5:36 PM

>> **To:** Kila Otte

>> **Subject:** Pricing

>>

>> Kila, I'm at budget with council now and we were originally budgeted for slightly over 18,115.00 your system is slightly higher than that. Is there any chance to move your pricing closer in line with our budgeted price

>>

>> Ernest Brown

>>

>> Sent from my iPad