
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN

August 7, 2017

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 — [July 17, 2017](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [17-18-07](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**

15. Old Business
 - A. Reconsideration of a Motion to Approve an Ordinance Granting Approval to a Resubdivision Plat of Lot 20 in the Rolling Knolls Subdivision ([2109 Cottage Lane](#))

16. Consent Agenda
 - A. Consideration of a Motion to Approve:
 - September 8, 9, and 10 as dates for the Darien Chamber of Commerce to Hold the [DarienFest 2017 Celebration](#)
 - Road Closures to Accommodate Windy City Amusement Co. including Clarendon Hills Road from Plainfield Road to 71st Street from 10:00 a.m. on Thursday, September 7, 2017, until 5:00 P.M. on Monday, September 11, 2017 (With Maintenance of Lane for Emergency Vehicles); Tennessee Avenue and 72nd Street to Bentley to be Closed Except for Local Traffic; No Parking on the North Side of 71st Street from Clarendon Hills Road to the West End of Darien Community Park; No Parking on Both Sides of Clarendon Hills Road from 71st Street to 69th Street; No Parking on the East Side of Bentley Avenue from 71st Street to 72nd Street; and Parking on One Side of Roger Road
 - Provision of Police Protection for the DarienFest 2017 as Per Attached Agreement
 - B. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the [Temporary Liquor License – DarienFest 2017](#)

17. New Business
 - A. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept the Unit Price Proposal from Acres Group for the Purchase and Installation of the [50/50 Parkway Tree Program and the Parkway Tree Replacement Program](#) in an Amount not to Exceed \$35,737.00
 - B. Consideration of a Motion to Approve a Resolution Awarding a Contract to Homer Tree Care, Inc. in an Amount not to Exceed \$135,765.00 for the City's [2017/18 Tree Trimming and Removal Program](#)
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Patten Cat for the [Purchase of One \(1\) New 2017 Hydraulic Hammer – WT Hammer Work Tool H65E Attachment](#) in an Amount not to Exceed \$11,500.00

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

19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JULY 17, 2017 AGENDA WITH THE CITY COUNCIL.

PUBLIC HEARING – VACATING A PORTION OF THE OLDFIELD ROAD RIGHT-OF-WAY WAS CALLED TO ORDER AT 7:00 A.M. BY MAYOR WEAVER. THE PUBLIC HEARING ADJOURNED AT 7:03 P.M.

THE WORK SESSION ADJOURNED AT 7:28 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

July 17, 2017

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Tina Beilke	Joseph A. Marchese
	Thomas M. Chlystek	Sylvia McIvor
	Joseph A. Kenny	Ted V. Schauer

Absent: Thomas J. Belczak

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Gregory Thomas, Police Chief
Daniel Gombac, Director of Municipal Services
Steven Manning, City Planner

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

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

There were none.

6. **APPROVAL OF MINUTES** – June 19, 2017 City Council Meeting

It was moved by Alderman Beilke and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of June 19, 2017.

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

Abstain: McIvor

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Mayor Weaver...

...thanked the Lions Club for a wonderful 4th of July parade.

...received communication from Don Dibbern thanking all those involved with the Memorial Day Service.

Alderman Kenny received communication from Cathy and Jerry Wivinis, 1500 block of Shelly Court, regarding parking during ball games; communication was sent to Police Department.

Alderman Chlystek commented that the Ward 4 block party will be held at Pinewood Park on July 23, 2017 from 2-6:00 P.M.; Police and Fire Departments will be participating.

Alderman McIvor confirmed with Council receipt of communications regarding New Business Item A.

8. **MAYOR'S REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF MARY COYLE SULLIVAN TO THE PLANNING AND ZONING COMMISSION

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the appointment of Mary Coyle Sullivan to the Planning and Zoning Commission.

Roll Call: Ayes: Beilke, Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Mary Coyle Sullivan.

B. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENTS OF ROBERT ERCK AND HILDA GONZALEZ TO THE ENVIRONMENTAL COMMITTEE

It was moved by Alderman Kenny and seconded by Alderman Beilke to approve the appointments of Robert Erck and Hilda Gonzalez to the Environmental Committee.

Roll Call: Ayes: Beilke, Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Robert Erck and Hilda Gonzalez.

C. COMED UPDATE – DARIEN 2017 ANNUAL REPORT PRESENTATION

Philip Halliburton, ComEd External Affairs Manager, recognized colleagues in the audience. He reviewed the 2017 ComEd Reliability Report and addressed Council questions.

D. DARIEN CHAMBER OF COMMERCE UPDATE – NO REPORT

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – JUNE 2017

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

Chief Thomas announced the National Night Out event will be held at Darien Community Park on August 1, 2017 from 7-10:00 P.M. Many activities are planned for this family-friendly event.

Alderman McIvor inquired about the bank robbery; Chief Thomas advised the FBI is investigating.

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 17-18-05

It was moved by Alderman Kenny and seconded by Alderman Beilke to approve payment of Warrant Number 17-18-05 in the amount of \$214,422.17 from the enumerated funds, and \$246,124.65 from payroll funds for the period ending 06/22/17 for a total to be approved of \$460,546.82.

Roll Call: Ayes: Beilke, Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 17-18-06

It was moved by Alderman Schauer and seconded by Alderman McIvor to approve payment of Warrant Number 17-18-06 in the amount of \$1,461,113.16 from the enumerated funds, and \$258,998.04 from payroll funds for the period ending 07/06/17 for a total to be approved of \$1,720,111.20.

Roll Call: Ayes: Beilke, Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for August 7, 2017 at 6:00 P.M.

Municipal Services Committee – Chairman Marchese announced the next meeting of the Municipal Services Committee scheduled for July 24, 2017 at 6:30 P.M. has been cancelled.

Police Committee – Chairman McIvor announced the next meeting of the Police Committee is scheduled for August 21, 2017 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the next quarterly meeting of the Police Pension Board is scheduled for Wednesday, July 26, 2017 at 7:00 P.M. in the Police Department Training Room. The actuary will be in attendance to present the

Actuarial Report; it was recommended that the Administrative/Finance Committee attend the meeting.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Weaver noted that Consent Agenda Items D & F were moved to New Business as Items C & B, respectively.

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

A. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR OUR LADY OF PEACE HOME AND SCHOOL ASSOCIATION

B. ORDINANCE O-10-17 **AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN, AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID CITY**

C. ORDINANCE O-11-17 **AN ORDINANCE APPROVING A VACATION OF A PORTION OF THE OLDFIELD ROAD RIGHT-OF-WAY (WRENN PROPERTY – 2225 SHANNON COURT)**

D. RESOLUTION R-81-17 **A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2017 FORD F-250XL 4X4 SUPER CAB FROM CURRIE MOTORS IN THE AMOUNT OF \$41,719**

E. RESOLUTION R-83-17

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

F. ORDINANCE O-12-17

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

G. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS LINE ITEM 01-40-4325 CONSULTING/PROFESSIONAL SERVICES FOR THE ONE YEAR LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION FROM LEXIPOL, LLC IN THE AMOUNT OF \$7,402.00

H. RESOLUTION NO. R-84-17

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

Roll Call: Ayes: Beilke, Chlystek, Kenny, Marchese, McIvor, Schauer

Nays: None

Absent: Belczak

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

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE (PZC 2017-012: 7620 WILTON COURT)

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

Mayor Weaver spoke of the development and importance of the Ordinance regarding Recreational Vehicles within Darien City Code.

Alderman McIvor provided history for variation requests regarding 7620 Wilton Court. Alderman McIvor voiced her opinion and the need for approval of this variation. Aldermen expressed their viewpoints.

Diane Schimel, home and boat owner, provided additional comments.

Roll Call: Ayes: McIvor
 Nays: Beilke, Chlystek, Kenny, Marchese, Schauer
 Absent: Belczak

Results: Ayes 1, Nays 5, Absent 1

MOTION FAILED

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

It was moved by Alderman Marchese and seconded by Alderman Chlystek to approve the motion as presented.

Treasurer Coren reviewed budget expenditures in regard to the proposed study. Aldermen shared their viewpoints.

RESOLUTION NO. R-82-17

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT

**NOT TO EXCEED \$29,204 FOR
CONCEPTUAL DESIGN SERVICES
FOR THE CASS AVENUE AND I-55
CLOVERLEAF INTERCHANGE**

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

Nays: Kenny, McIvor

Absent: Belczak

Results: Ayes 4, Nays 2, Absent 1

MOTION DULY CARRIED

**C. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE
GRANTING APPROVAL TO A RESUBDIVISION PLAT OF LOT 20 IN THE
ROLLING KNOLLS SUBDIVISION (2109 COTTAGE LANE)**

It was moved by Alderman Marchese and seconded by Alderman Chlystek to approve the motion as presented.

Alderman Chlystek expressed concern to approve the resubdivision of plat. Director Gombac confirmed ComEd installed their utility line within the easement; he addressed questions from Council.

Roll Call: Ayes: Marchese, Schauer

Nays: Beilke, Chlystek, Kenny, McIvor

Absent: Belczak

Results: Ayes 2, Nays 4, Absent 1

MOTION FAILED

18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Alderman McIvor commented she represented Darien on the Environmental Committee of the Metropolitan Mayors Caucus. She participated in the Environmental Round Table and presented Darien's Emerald Ash Borer Project. She highlighted the project and noted the benefits of treating, removing and replacing infected trees. Alderman McIvor stated that 73% of the trees were saved with a cost savings of \$1.3M. She recognized Director Gombac and the Municipal Services Team for their efforts.

Alderman Marchese announced the Lions Club and Darien Park District are sponsoring a Darien Day in Darien Community Park on August 6, 2017 from 3-9:00 P.M. There will be food, refreshments, games, and music – all are encouraged to attend.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 9:29 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 7-17-17. Minutes of 7-17-17CCM.



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
August 7, 2017**

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

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

General Fund		\$187,805.95
Water Fund		\$7,927.25
Motor Fuel Tax Fund		\$6,089.79
Water Depreciation Fund		\$11,966.22
Impact Fee Agency Fund		\$5,138.00
Debt Service Fund		
Capital Improvement Fund		\$374,867.23
State Drug Forfeiture Fund		\$167.51
Federal Equitable Sharing Fund		-\$720.00
	Subtotal:	<u>\$593,241.95</u>
General Fund Payroll	<i>07/20/17</i>	\$ 240,827.08
Water Fund Payroll	<i>07/20/17</i>	\$ 26,184.67
	Subtotal:	<u>\$ 267,011.75</u>
General Fund Payroll	<i>08/03/17</i>	\$ 240,680.38
Water Fund Payroll	<i>08/03/17</i>	\$ 18,708.18
	Subtotal:	<u>\$ 259,388.56</u>

Total to be Approved by City Council:	<u>\$1,119,642.26</u>
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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 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	FIREWALL FOR PUBLIC WORKS	AP080717	4325	Consulting/Professional	427.50
AIS	FIREWALL FOR PUBLIC WORKS	AP080717	4325	Consulting/Professional	546.25
AIS	ENDPOINT/USER, HOST AND SERVER MANAGEMENT	AP080717	4325	Consulting/Professional	3,570.00
AIS	MONTHLY BACKUP SERVICE- AUG 2017	AP080717	4325	Consulting/Professional	950.00
AIS	2017 REPLACEMENT - (Monitor for PW)	AP080717	4325	Consulting/Professional	107.00
AIS	VARIOUS HARDWARE	AP080717	4325	Consulting/Professional	85.00
AIS	NEW COMPUTER MONITOR-ACCOUNTANT	AP080717	4325	Consulting/Professional	1,174.72
AIS	VOIDED CHECK 047482	APCREDIT010...	4325	Consulting/Professional	(4,020.00)
BEST QUALITY CLEANING, INC.	JANITORIAL CONTRACT	AP080717	4345	Janitorial Service	1,500.00
CALL ONE, INC.	CITY TELEPHONE BILL	AP080717	4267	Telephone	1,539.09
CARQUEST AUTO PARTS STORES	IGNITION COIL RETURN	AP080717	4273	Vehicle (Gas and Oil)	(438.48)
CDW GOVERNMENT, INC.	SERVER UPGRADE -(Approved 5-15-17)	AP080717	4325	Consulting/Professional	8,634.96
CDW GOVERNMENT, INC.	MICROSOFT APP-GREENABERG AND SKWERES	AP080717	4325	Consulting/Professional	461.82
COMCAST CABLE	COMCAST CABLE FOR CITY HALL	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.41
DUPAGE COUNTY PUBLIC WORKS	DARIEN CITY HALL SEWER -21005549-01	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	32.38
EMERALD MARKETING INC.	NEIGHBORS MAGAZINE - SEPT / OCT 2017	AP080717	4239	Public Relations	3,145.27
FIRST ADVANTAGE OCCUPATIONAL	DRUG TEST	AP080717	4213	Dues and Subscriptions	31.48
IMPACT NETWORKING, LLC	KONICA CONTRACT	AP080717	4225	Maintenance - Equipment	98.00
MAD BOMBER FIREWORKS	FIREWORKS- 4TH OF JULY -2017	AP080717	4239	Public Relations	5,000.00
MUNIWEB	WEBSITE HOSTING -JUNE 2017	AP080717	4325	Consulting/Professional	429.50

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NICOR GAS	NICOR GAS - CITY HALL	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	88.55
NOTARY PUBLIC ASSOCIATION OF I	NOTARY APPLICATION-JULIE SAENZ	AP080717	4213	Dues and Subscriptions	54.00
OFFICE DEPOT	DISH SOAP	AP080717	4223	Maintenance - Building	6.59
OFFICE DEPOT	PAPER AND FLASH DRIVES FOR CITY HALL	AP080717	4253	Supplies - Office	109.95
OFFICE DEPOT	MEMORY CARDS FOR CLERKS OFFICE	AP080717	4253	Supplies - Office	21.38
OFFICE DEPOT	OFFICE SUPPLIES FOR CH	AP080717	4253	Supplies - Office	50.78
SIKICH PROFESSIONAL SERVICES	FYE17 -AUDIT	AP080717	4320	Audit	13,300.00
UNLIMITED GRAPHIX, INC.	TONER FOR CITY HALL	AP080717	4253	Supplies - Office	154.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP080717	4267	Telephone	456.87
				Total Administration	37,525.02

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALKAYE MEDIA GROUP	MEETING RECORDINGS -(2-1-17 thru 4-3-17)	AP080717	4206	Cable Operations	1,230.00
ILLINOIS STATE POLICE	BAYMON -1511LS11307L80574307	AP080717	4205	Boards and Commissions	37.00
STERLING CODIFIERS, INC.	CODIFIERS - SUPPLEMENT #48	AP080717	4325	Consulting/Professional	173.00
				Total City Council	1,440.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	REVISED- GRADING PLAN PLAN REVIEW- 7305 WESTERN	AP080717	4325	Consulting/Professional	100.00
CHRISTOPHER B. BURKE ENG, LTD	SPOT SURVEY - 2105 COTTAGE	AP080717	4328	Const/Prof Reimbursable	100.00
CHRISTOPHER B. BURKE ENG, LTD	GRADING PLAN REVIEW- 2109 COTTAGE	AP080717	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	PLAT REVIEW- TARA HILL	AP080717	4328	Const/Prof Reimbursable	364.50
CHRISTOPHER B. BURKE ENG, LTD	FLOOD PLAIN REVIEW- 7217 ELEANOR	AP080717	4328	Const/Prof Reimbursable	127.25
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF REVISED GRADING PLAN- 451 ANDRUS	AP080717	4328	Const/Prof Reimbursable	100.00
CHRISTOPHER B. BURKE ENG, LTD	PLAT REVIEW -2109 COTTAGE LANE	AP080717	4328	Const/Prof Reimbursable	364.50
CHRISTOPHER B. BURKE ENG, LTD	SITE VISIT-CARRIAGE GREEN COUNTRY CLUB	AP080717	4328	Const/Prof Reimbursable	110.00
CHRISTOPHER B. BURKE ENG, LTD	EROSION CONTROL INSPECTION AND FINAL PLAN REVIEW-8419 BAILEY	AP080717	4328	Const/Prof Reimbursable	440.00
CHRISTOPHER B. BURKE ENG, LTD	GRADING PLAN REVIEW 7305 WESTERN	AP080717	4328	Const/Prof Reimbursable	200.00
				Total Community Development	2,106.25

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
1ST CHOICE ADVISORS	MAINTENANCE EQUIPMENT	AP080717	4225	Maintenance - Equipment	1,136.12
1ST CHOICE ADVISORS	WRONG VENDOR	APCREDIT080...	4225	Maintenance - Equipment	(1,136.12)
AUTOMATED LOGIC	PD HVAC MONITORING	AP080717	4223	Maintenance - Building	373.75
BOB RIDINGS INC.	TRUCK 107	AP080717	4815	Equipment	39,515.00
BOB RIDINGS INC.	TRUCK 107 TITLE AND LICENSE	AP080717	4815	Equipment	155.00
CARQUEST AUTO PARTS	2006 FORD EXPED BRAKE PADS	AP081717-5	4229	Maintenance - Vehicles	82.73
CARQUEST AUTO PARTS STORES	FUEL VALVE	AP080717	4229	Maintenance - Vehicles	113.02
CARQUEST AUTO PARTS STORES	CREDIT FOR FUEL VALVE	AP080717	4229	Maintenance - Vehicles	(113.02)
CARQUEST AUTO PARTS STORES	IGNITION COILS, SPARK PLUGS FOR SHOP	AP080717	4229	Maintenance - Vehicles	474.32
CARROLL CONSTRUCTION SUPPLY	STORM SEWER SUPPLY	AP080717	4257	Supplies - Other	95.30
CHEMSEARCH	EQUIPMENT MAINTENANCE	AP080717-4	4225	Maintenance - Equipment	1,136.12
CHICAGO METROPOLITAN FIRE PREV	FIRE PROTECTION -POLICE DEPT	AP080717	4223	Maintenance - Building	105.00
CHICAGO METROPOLITAN FIRE PREV	FIRE PROTECTION-CITY HALL	AP080717	4223	Maintenance - Building	105.00
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MANAGEMENT - JUNE 2017	AP080717	4365	Mosquito Abatement	10,221.75
COM ED	COM ED 0633028127 - CLOCK TOWER	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	113.62
COM ED	COM ED 6753122017 - CONTROLLER FRONTAGE/CASS	AP080717	4359	Street Light Oper & Maint.	39.27
COM ED	COM ED 0788310001 - PUBLIC WORKS	AP080717	4359	Street Light Oper & Maint.	28.05
COM ED	COM ED 0788318007 - STREET LIGHTS	AP080717	4359	Street Light Oper & Maint.	273.26
DECKER SUPPLY CO.	SIGN SUPPLIES	AP080717	4257	Supplies - Other	3,487.50

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE LAWN AND HOME SERVICES	DARIEN POINTE MAINTENANCE	AP080717	4223	Maintenance - Building	80.00
FACTORY CLEANING EQUIPMENT INC	MAINTENANCE SUPPLIES	AP080717	4225	Maintenance - Equipment	74.87
FIRE & SECURITY SYSTEMS, INC.	BASE MAINTENANCE	AP080717	4223	Maintenance - Building	52.50
GENE'S TIRE SERVICE, INC.	TIRES FOR 104	AP080717	4229	Maintenance - Vehicles	132.55
GRADE A	LANDSCAPE MAINTENANCE TO ENTRANCE SIGNS	AP080717	4223	Maintenance - Building	400.00
GRADE A	LANDSCAPE CONSULTING	AP080717	4223	Maintenance - Building	450.00
GRADE A	REAR YARD DRAINAGE-HIGHCREST RESTORATION	AP080717	4374	Drainage Projects	390.00
HIGHWAY SAFETY CORP	SIGNS	AP080717	4257	Supplies - Other	603.00
HOMER TREE CARE, INC.	EMERGENCY TREE REMOVAL / NICOR GAS LINE-1525 SHELLEY CT	AP080717	4375	Tree Trim/Removal	259.00
JAMES HERMAN	CARHARTTS -JIM HERMAN (RUGGED OUTFITTERS)	AP080717	4269	Uniforms	127.52
JAMES STURINO	MAILBOX REIMBURSEMENT	AP080717	4257	Supplies - Other	95.38
JC LANDSCAPING/TREE SERVICE	1317 IROQUOIS -Rear Yard Drainage Project	AP080717	4374	Drainage Projects	2,560.00
JC LANDSCAPING/TREE SERVICE	717 70th Street - Rear Yard Drainage Project	AP080717	4374	Drainage Projects	1,770.00
JOHN K. CARR	CDL RENEWAL 2017	AP080717	4219	Liability Insurance	65.00
KARA COMPANY, INC.	WOOD LATHE	AP080717	4257	Supplies - Other	321.35
MAC TOOLS	SMALL TOOLS	AP080717	4259	Small Tools & Equipment	62.99
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR 201	AP080717	4225	Maintenance - Equipment	27.40
MC CANN INDUSTRIES INC	PARTS FOR EQUIPMENT - TRASH PUMP	AP080717	4225	Maintenance - Equipment	197.20

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	NICOR GAS 90841110001 - PUBLIC WORKS SHOP	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	98.02
NORWALK TANK	FREIGHT FOR SPECIAL CASTINGS	AP080717	4257	Supplies - Other	94.69
NORWALK TANK	FREIGHT CHARGE FOR 70TH ST COUPLING	AP080717	4257	Supplies - Other	9.00
NORWALK TANK	FARMINGDALE -NORTH OF 79TH	AP080717	4257	Supplies - Other	66.50
OFFICE DEPOT	OFFICE SUPPLIES FOR PW	AP080717	4253	Supplies - Office	6.56
RAGS ELECTRIC	RECEPTACLE AND BALLAST AT PUBLIC WORKS	AP020617	4223	Maintenance - Building	354.21
RAGS ELECTRIC	RECEPTACLE AND BALLAST AT PUBLIC WORKS	AP05312017	4223	Maintenance - Building	(354.21)
RAGS ELECTRIC	WEATHER PROOF BOXES, GROUND HEATER, SUMP PUMP AT POLICE DEPT	AP080717	4223	Maintenance - Building	2,960.48
RAGS ELECTRIC	OUTSIDE OUTLET, RE-PIPED, NEW BOX AT CITY HALL	AP080717	4223	Maintenance - Building	542.50
RAGS ELECTRIC	PHOTO CELL LIGHT -WORKING OK 2613 OXFORD CT	AP080717	4359	Street Light Oper & Maint.	215.00
RAGS ELECTRIC	STRAIGHTENED POLE AT 2745 CAMERON CT	AP080717	4359	Street Light Oper & Maint.	215.00
RAGS ELECTRIC	STREET LIGHT REPLACEMENT	AP080717	4359	Street Light Oper & Maint.	3,050.00
RAMIRO GUZMAN LANDSCAPING INC	Darien City Hall / Police Dept Landscaping Project	AP080717-2	4223	Maintenance - Building	20,356.97
RAMIRO GUZMAN LANDSCAPING INC	Darien Police Dept/City Hall Landscaping Project	AP080717-3	4223	Maintenance - Building	19,464.65

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAMIRO GUZMAN LANDSCAPING INC	Extra Brick and Cobblestones for Retaining Wall-Catch Basins	AP080717-3	4223	Maintenance - Building	2,610.00
RED WING SHOES	BOOTS- JAKE BRUZAN	AP080717	4219	Liability Insurance	250.00
RED WING SHOES	SHOES- PAUL DEVINE	AP080717	4219	Liability Insurance	208.24
RED WING SHOES	BOOTS -JEFF CORNEIL	AP080717	4219	Liability Insurance	174.24
RED WING SHOES	CLOTHING ALLOWANCE- JEFF CORNEILS	AP080717	4269	Uniforms	333.39
RED WING SHOES	SHIRTS - PAUL DEVINE	AP080717	4269	Uniforms	382.29
RED WING SHOES	SHIRTS- JAKE BRUZAN	AP080717	4269	Uniforms	287.79
STATE INDUSTRIAL PRODUCTS	LUBRICANTS	AP080717	4225	Maintenance - Equipment	626.32
STATE INDUSTRIAL PRODUCTS	LUBRICANTS	AP080717-6	4225	Maintenance - Equipment	591.76
STATE INDUSTRIAL PRODUCTS	REDO CHECK WITH NO SALES TAX	APCREDIT080...	4225	Maintenance - Equipment	(626.32)
TAMELING, INC.	RESTORATIONS	AP080717	4257	Supplies - Other	240.00
TRUGREEN PROCESSING CENTER	TREES -Plainfield / Crest	AP080717	4350	Forestry	275.00
TRUGREEN PROCESSING CENTER	RIP RAP -67th Bertha and Walnut 79th	AP080717	4350	Forestry	895.00
UNIQUE PRODUCTS & SERVICE CORP	SUPPLIES FOR POLICE DEPT	AP080717	4223	Maintenance - Building	55.58
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM SUPPLIES	AP080717	4223	Maintenance - Building	197.48
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM SUPPLIES	AP080717	4223	Maintenance - Building	259.38
UNIQUE PRODUCTS & SERVICE CORP	SUPPLIES FOR POLICE DEPT	AP080717	4223	Maintenance - Building	149.46
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP080717	4223	Maintenance - Building	152.01
VERMEER-ILLINOIS, INC	STOCK REPAIR PARTS	AP080717	4225	Maintenance - Equipment	120.44
VERMEER-ILLINOIS, INC	REPAIR PARTS	AP080717	4225	Maintenance - Equipment	31.20
WEST SIDE EXCHANGE	PARTS FOR CHIPPER	AP080717	4225	Maintenance - Equipment	497.64
WESTOWN AUTO SUPPLY COMPANY	SUPPLIES FOR STOCK	AP080717	4225	Maintenance - Equipment	134.74
WESTOWN AUTO SUPPLY COMPANY	KWIK WELD FOR SHOP	AP080717	4225	Maintenance - Equipment	4.94

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/18/2017 Through 8/7/2017**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Streets	118,804.38

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	MOTOR, MODULE -D18	AP080717	4229	Maintenance - Vehicles	184.46
ADVANTAGE CHEVROLET	SECURITY LIGHT, MODULE AND KEY FOR D4	AP080717	4229	Maintenance - Vehicles	641.80
ALPHA PRINTING	TRIPPLICATE FORMS FOR ADMIN TOWS	AP080717	4235	Printing and Forms	368.00
AUSTIN JUMP	JUMP #314 -AMAZON AND SKD TACTICAL	AP080717-5	4269	Uniforms	164.72
AUSTIN TYLER CONSTRUCTION	JUMP #314 -AMAZON AND SKD TACTICAL	AP080717	4269	Uniforms	164.72
AUSTIN TYLER CONSTRUCTION	WRONG VENDOR ID	APCREDIT080...	4269	Uniforms	(164.72)
CARQUEST AUTO PARTS STORES	STARTER FOR D31	AP080717	4229	Maintenance - Vehicles	146.71
CARQUEST AUTO PARTS STORES	PARKING BRAKE SHOE	AP080717	4229	Maintenance - Vehicles	135.21
CARQUEST AUTO PARTS STORES	PD VEHICLE	AP080717	4229	Maintenance - Vehicles	254.98
CARQUEST AUTO PARTS STORES	BRAKE PADS FOR PD	AP080717	4229	Maintenance - Vehicles	(42.45)
CARQUEST AUTO PARTS STORES	NEW STARTER	AP080717	4229	Maintenance - Vehicles	(12.00)
CARQUEST AUTO PARTS STORES	BRAKE PADS	AP080717	4229	Maintenance - Vehicles	169.80
CARQUEST AUTO PARTS STORES	OIL FILTER	AP080717	4229	Maintenance - Vehicles	21.06
CARQUEST AUTO PARTS STORES	BRAKE PAD, ROTOR, DUST SHIELD FOR D8	AP080717	4229	Maintenance - Vehicles	182.21
CARQUEST AUTO PARTS STORES	OXYGEN SENSOR FOR D8	AP080717	4229	Maintenance - Vehicles	73.80
DOUG RUMICK	RUMICK #304 -SHOOTING GLASSES FOR RANGE	AP080717	4269	Uniforms	87.61
DUPAGE COUNTY ANIMAL CONTROL	BOARDING AND EUTHANIZE STRAY DOG	AP080717	4201	Animal Control	200.00
DUPAGE COUNTY CHILDRENS	MUNICIPAL CONTRIBUTION 7-1-17 thru 6-30-18	AP080717	4337	Dumeg/Fiat/Child Center	3,500.00
DUPAGE COUNTY PUBLIC WORKS	POLICE DEPT SEWER BILL	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	85.58
ELMHURST OCCUPATIONAL HEALTH	MEDICAL EXAM NEW HIRE	AP080717	4205	Boards and Commissions	699.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
GALLS LLC	RENNER #303 -BOOT, PANTS	AP080717	4269	Uniforms	251.98
GEOFF T. KOSIENIAK	KOSIENIAK #330 -AMAZON	AP080717	4269	Uniforms	125.27
I.A.C.P.	IACP CONFERENCE- CHIEF THOMAS	AP080717	4265	Travel/Meetings	350.00
ILLINOIS STATE POLICE	D37- LICENSE PLATE RENEWAL	AP080717	4229	Maintenance - Vehicles	101.00
ILLINOIS STATE POLICE	D38 -LICENSE PLATE RENEWAL	AP080717	4229	Maintenance - Vehicles	101.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL FOR 3 CANDIDATES	AP080717	4205	Boards and Commissions	1,455.00
JUST TIRES	TIRES FOR D1	AP080717	4229	Maintenance - Vehicles	130.25
JUST TIRES	SPARE TIRES FOR TAHOE	AP080717	4229	Maintenance - Vehicles	1,825.75
JUST TIRES	TIRES FOR ADMIN-TAURUS	AP080717	4229	Maintenance - Vehicles	578.36
KAESER BLAIR INCORPORATED	PROMOTIONAL GIVE-AWAYS FOR NATIONAL NIGHT OUT	AP080717	4239	Public Relations	532.00
KAESER BLAIR INCORPORATED	PROMOTIONAL GIVE-AWAYS FOR NATIONAL NIGHT OUT	AP080717	4239	Public Relations	221.00
KEITH KEOUGH	KEOUGH #338 -TEXTBOOKS FOR SGT EXAM	AP080717	4269	Uniforms	239.45
LEXIPOL LLC	AP080717	AP080717	4325	Consulting/Professional	7,402.00
MOORE MEDICAL LLC	PPE FIRST AID, CPR D PADS	AP080717	4219	Liability Insurance	530.18
NICOR GAS	NICOR 82800010009	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	406.43
NORTHEAST MULTIREGIONAL TRNG	STUTTE #321 -SCHOOL RESOURCE COURSE	AP080717	4263	Training and Education	225.00
PORTER LEE CORPORATION	BARCODE LABELS	AP080717	4217	Investigation and Equipment	111.00
PUBLIC SAFETY DIRECT	D14 REPAIR	AP080717	4229	Maintenance - Vehicles	100.00
PUBLIC SAFETY DIRECT	D24 & D14 REPAIRS	AP080717	4229	Maintenance - Vehicles	249.99

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PUBLIC SAFETY DIRECT	D24 REPAIRS	AP080717	4229	Maintenance - Vehicles	100.00
PUBLIC SAFETY DIRECT	D1, D34 , D35 REPAIRS	AP080717	4229	Maintenance - Vehicles	200.00
PUBLIC SAFETY DIRECT	D34, D4 AND D18 REPAIRS	AP080717	4229	Maintenance - Vehicles	100.00
RAY O'HERRON CO. INC.	UNIFORM-SIMON VERSIS	AP080717	4269	Uniforms	16.00
RAY O'HERRON CO. INC.	SOMOGYE #312 -BOOT LACES	AP080717	4269	Uniforms	3.99
RAY O'HERRON CO. INC.	SOMOGYE #312 - GLOCK 43	AP080717	4269	Uniforms	363.00
RAY O'HERRON CO. INC.	SOMOGYE #312 - HOLSTER	AP080717	4269	Uniforms	54.99
RAY O'HERRON CO. INC.	SOMOGYE - WALLET BADGE	AP080717	4269	Uniforms	71.30
RAY O'HERRON CO. INC.	NORTON #334 - GLOCK 43	AP080717	4269	Uniforms	358.00
RAY O'HERRON CO. INC.	BELMONTE - 4 BADGE PATCHES APPLIED	AP080717	4269	Uniforms	8.00
RAY O'HERRON CO. INC.	GLOMB #332 - VEST REPLACEMENT	AP080717	4269	Uniforms	741.05
RAY O'HERRON CO. INC.	FOYLE-PRICE #329 -GLOVES AND SOCKS	AP080717	4269	Uniforms	59.98
RAY O'HERRON CO. INC.	RUNDELL #305 -GLOCK AND NIGHT SIGHT	AP080717	4269	Uniforms	606.40
RAY O'HERRON CO. INC.	NEW OFFICER UNIFORM- VERSIS	AP080717	4269	Uniforms	1,068.76
SHELL	GAS AND OIL FOR POLICE DEPT	AP080717	4273	Vehicle (Gas and Oil)	49.76
STAPLES BUSINESS ADVANTAGE	TONER AND MANILA FOLDERS	AP080717	4253	Supplies - Office	160.97
TIRE SERVICE COMPANY	RENEWAL LASERFICHE LICENSE	AP080717	4225	Maintenance - Equipment	642.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP080717	4267	Telephone	1,485.22

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WILLOWBROOK FORD, INC.	SWITCH ASSEMBLY - D24	AP080717	4229	Maintenance - Vehicles	44.73
				Total Police Department	27,930.30
				Total General Fund	187,805.95

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/18/2017 Through 8/7/2017

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	VALVE FOR 401	AP080717	4225	Maintenance - Equipment	33.56
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATION SERVICE- PLAINFIELD-GRACELA...	AP080717	4231	Maintenance - Water System	849.00
BEST QUALITY CLEANING, INC.	JANITORIAL CONTRACT	AP080717	4223	Maintenance - Building	500.00
CENTRAL SOD FARMS	SOD	AP080717	4231	Maintenance - Water System	138.00
COM ED	COM ED 0788310001 - PUBLIC WORKS	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
COM ED	COM ED 0269155053 - PUMPING STATION	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	64.44
COM ED	COM ED 3118112014 -75TH STREET PUMPING STATION	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	442.22
DUPAGE COUNTY DIV OF TRANSPORT	ROAD PERMIT - PLAINFIELD-GRACELA...	AP080717	4336	Data Processing	100.00
DYNEGY ENERGY SERVICES	ENERGY -WELL #7	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	30.79
DYNEGY ENERGY SERVICES	ENERGY - PLANT #3	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	81.30
DYNEGY ENERGY SERVICES	ENERGY -PLANT #2	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,781.53
DYNEGY ENERGY SERVICES	ENERGY - PLANT #5	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	104.16
FIRE & SECURITY SYSTEMS, INC.	BASE MAINTENANCE	AP080717	4223	Maintenance - Building	52.50
HAWKINS INC	CHLORINE GAS	AP080717	4255	Supplies - Operation	300.00
HD SUPPLY WATERWORKS, LTD	RADIO READERS	AP080717	4880	Water Meter Purchases	488.79
KEVIN CASSIDY	CDL RENEWAL-2017	AP080717	4219	Liability Insurance	61.41
NICOR GAS	NICOR GAS 05002110004 - PLANT #3	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	33.38
NICOR GAS	NICOR GAS 12344110007 - PLANT #4	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	25.25
NICOR GAS	NICOR GAS 21710264942 - PLANT #2	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	26.51
NICOR GAS	NICOR GAS 23644110001 - PLANT #5	AP080717	4271	Utilities (Elec,Gas,Wtr,Sewer)	11.77
OFFICE DEPOT	OFFICE SUPPLIES FOR PW	AP080717	4253	Supplies - Office	6.57
PATTEN INDUSTRIES, INC.	MACHINE DIAGNOSIS	AP080717	4225	Maintenance - Equipment	458.63

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAGS ELECTRIC	RECEPTACLE AND BALLAST AT PUBLIC WORKS	AP020617	4223	Maintenance - Building	354.21
RAGS ELECTRIC	RECEPTACLE AND BALLAST AT PUBLIC WORKS	AP05312017	4223	Maintenance - Building	(354.21)
TAMELING, INC.	RESTORATIONS	AP080717	4223	Maintenance - Building	100.00
THE BANK OF NEW YORK MELLON	WATER BOND BANK FEE	AP080717	4950	Debt Retire-Water Refunding	428.00
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM SUPPLIES	AP080717	4223	Maintenance - Building	197.48
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP080717	4267	Telephone	583.92
				Total Public Works, Water	7,927.25
				Total Water Fund	7,927.25

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
K-FIVE CONSTRUCTION	COLD PATCH	AP080717	4245	Road Material	1,859.20
K-FIVE CONSTRUCTION	ROAD SURFACE	AP080717	4245	Road Material	381.00
K-FIVE CONSTRUCTION	BITUMINOUS PRODUCTS	AP080717	4245	Road Material	657.00
NORWALK TANK	SUPPLY FOR 70TH STREET DRAINAGE	AP080717	4257	Supplies - Other	530.98
NORWALK TANK	70th STREET PROJECT	AP080717	4257	Supplies - Other	<u>2,661.61</u>
				Total MFT Expenses	<u>6,089.79</u>
				Total Motor Fuel Tax	6,089.79

CITY OF DARIEN
Expenditure Journal
Impact Fee Agency Fund
Impact Fee Expenditures
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CENTER CASS SCHOOL DIST #66	IMPACT FEE- 2141 COTTAGE LANE, DARIEN	AP080717	4215	Impact Fees Disbursed	1,775.00
DARIEN PARK DISTRICT	IMPACT FEE - 2141 COTTAGE LANE	AP080717	4215	Impact Fees Disbursed	2,735.00
DOWNERS GROVE SOUTH H.S.	IMPACT FEE - 2141 COTTAGE LANE, DARIEN	AP080717	4215	Impact Fees Disbursed	507.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE -2141 COTTAGE LANE	AP080717	4215	Impact Fees Disbursed	121.00
				Total Impact Fee Expenditures	5,138.00
				Total Impact Fee Agency Fund	5,138.00

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHELL	GAS AND OIL FOR POLICE DEPT	AP080717	4273	Vehicle (Gas and Oil)	167.51
				Total Drug Forfeiture Expenditures	167.51
				Total State Drug Forfeiture Fund	167.51

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD RD -WATER MAIN REPLACEMENT-DESIGN	AP080717	4815	Equipment	11,966.22
				Total Depreciation Expenses	11,966.22
				Total Water Depreciation Fund	11,966.22

CITY OF DARIEN
Expenditure Journal
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	VOIDED CHECK 047482	APCREDIT010...	4213	Dues and Subscriptions	(720.00)
				Total Drug Forfeiture Expenditures	(720.00)
				Total Federal Equitable Sharing Fund	(720.00)

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	DEVONSHIRE STORM SEWER IMPROVEMENTS	AP080717	4376	Ditch Projects	3,198.72
CHRISTOPHER B. BURKE ENG, LTD	2017- ROAD PROGRAM DESIGN	AP080717	4376	Ditch Projects	4,929.03
CICERO LANDSCAPE INC	BENTLEY DITCH PROJECT -Landscape	AP080717-3	4376	Ditch Projects	23,398.50
CICERO LANDSCAPE INC	TENNESSEE DITCH PROJECT -Westside Landscape	AP080717-3	4376	Ditch Projects	10,698.60
DENLER INC.	CRACK FILL PROGRAM	AP080717	4382	Crack Seal Program	150,960.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR TENNESSEE	AP080717	4376	Ditch Projects	700.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR BENTLEY	AP080717	4376	Ditch Projects	350.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR BENTLEY DITCH PROJECT	AP080717	4376	Ditch Projects	10,050.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR TENNESSEE DITCH PROJECT	AP080717	4376	Ditch Projects	7,370.00
DUPAGE TOPSOIL, INC.	TOPSOIL FOR BENTLEY DITCH PROJECT	AP080717	4376	Ditch Projects	4,355.00
GENESIS SURVEYING & ENGINEERIN	UPDATE CULVERT LOCATION -6544 BENTLEY AVE	AP080717	4376	Ditch Projects	175.00
GRADE A	BROOKHAVEN DITCH PROJECT- REMOVE BRICK DRIVEWAY FOR CULVERT	AP080717	4376	Ditch Projects	840.00
HEATHER FULSCHER	RESIDENT'S REIMBURSEMENT FOR CEDAR FENCE	AP080717	4232	Miscellaneous Expenditures	2,500.00
KGI LANDSCAPING CO	BENTLEY LANDSCAPE -North of 67th	AP080717-3	4376	Ditch Projects	8,192.00
KGI LANDSCAPING CO	TENNESSEE LANDSCAPE - Eastside	AP080717-3	4376	Ditch Projects	7,070.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/18/2017 Through 8/7/2017

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
LEGION SERVICE PROVIDER	HAULING FOR BENTLEY	AP080717	4376	Ditch Projects	742.41
NORWALK TANK	SUPPLY FOR BROOKHAVEN DITCH PROJECT	AP080717	4376	Ditch Projects	5,372.25
NORWALK TANK	BROOKHAVEN DITCH PROJECT	AP080717	4376	Ditch Projects	3,753.00
NORWALK TANK	BROOKHAVEN DITCH PROJ	AP080717	4376	Ditch Projects	6,122.40
SCORPIO CONSTRUCTION GROUP	BROOKHAVEN DITCH PROJECT	AP080717-3	4376	Ditch Projects	61,819.00
SCORPIO CONSTRUCTION GROUP	RIP RAP - Southeast Corner of 67th Bentley	AP080717-3	4376	Ditch Projects	7,460.00
SUPER TRUCKING	TRUCKING-TENNESSEE DITCH PROJECT	AP080717	4376	Ditch Projects	12,728.75
SUPER TRUCKING	TRUCKING FOR BROOKHAVEN DITCH PROJ	AP080717	4376	Ditch Projects	4,526.25
SUPER TRUCKING	TRUCKING FOR TENNESSEE	AP080717	4376	Ditch Projects	1,020.00
SUPER TRUCKING	TRUCKING FOR BENTLEY AVE DITCH PROJECT	AP080717	4376	Ditch Projects	977.50
UNDERGROUND PIPE & VALVE CO.	PRESSURE PIPE - BROOKHAVEN DITCH PROJECT	AP080717	4376	Ditch Projects	4,794.00
UNDERGROUND PIPE & VALVE CO.	PRESSURE PIPE FOR BROOKHAVEN DITCH PROJ	AP080717	4376	Ditch Projects	6,048.00
UNDERGROUND PIPE & VALVE CO.	PIPE ALONG BROOKHAVEN/JANET	AP080717	4376	Ditch Projects	876.00
VULCAN CONSTRUCTION MATERIALS	RIP RAP FOR BENTLEY / 67TH	AP080717	4376	Ditch Projects	1,808.29
VULCAN CONSTRUCTION MATERIALS	RIP RAP 4	AP080717	4376	Ditch Projects	2,681.18

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/18/2017 Through 8/7/2017**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VULCAN CONSTRUCTION MATERIALS	STONE FOR BROOKHAVE DITCH PROJECT	AP080717	4376	Ditch Projects	7,046.07
VULCAN CONSTRUCTION MATERIALS	STONE FOR TENNESSEE DITCH PROJECT	AP080717	4376	Ditch Projects	1,638.44
VULCAN CONSTRUCTION MATERIALS	BROOKHAVEN DITCH PROJECT - STONE	AP080717	4376	Ditch Projects	1,603.13
VULCAN CONSTRUCTION MATERIALS	BROOKHAVEN DITCH PROJECT - STONE	AP080717	4376	Ditch Projects	1,665.71
WILLCO GREEN LLC	BENTLEY DITCH PROJECT	AP080717	4376	Ditch Projects	2,592.00
WILLCO GREEN LLC	SPOILS -TENNESSEE DITCH PROJECT	AP080717	4376	Ditch Projects	1,944.00
WILLCO GREEN LLC	DUMP FEES -TENNESSEE DITCH PROJECT	AP080717	4376	Ditch Projects	2,862.00
				Total Capital Fund Expenditures	374,867.23
				Total Capital Improvement Fund	374,867.23
Report Total					593,241.95

AGENDA MEMO
City Council
August 7, 2017

Issue Statement

A motion for reconsideration of agenda item 17C from the July 17 City Council agenda, which was "Consideration of a Motion to Approve an Ordinance Granting Approval to a Resubdivision Plat of Lot 20 in the Rolling Knolls Subdivision (2109 Cottage Lane),"

ORDINANCE **BACKUP**

Background

At the July 17, 2017 City Council Meeting, the City Council voted 4-2 against the motion to approve the request from petitioner McNaughton Development, Inc to replat lot 20 in Rolling Knolls, which would have changed the side yard setbacks and side easements from those originally established by the Plat of Subdivision approved by Ordinance O-27-15.

Those voting "No" were Alderman Beilke, Chlystek, Kenny, McIvor

Those voting "Yes" were Alderman Marchese, Schauer

Absent was Alderman Belczak

The petitioner is requesting a reconsideration of the vote. Attached are letters received from the petitioner after the vote on July 17

Attachment A-1: Letter from Paul McNaughton dated July 18, 2017 (#1)

Attachment A-2: Letter from Paul McNaughton dated July 18, 2017 (#2)

Attachment A-3: Letter from Paul McNaughton dated July 18, 2017 (#3)

"Under Section 1-5-6 of the City Code, the Council follows Robert's Rules of Order. Per Attorney Murphey, a Motion to Reconsider must be made by one of the aldermen who voted on the prevailing side. In the McNaughton case, the 'No' votes were the prevailing side, so one of the aldermen voting no on this matter must make the Motion to Reconsider. The Motion may be seconded by any member of the Council." If there is no motion, then the request is denied.

Below and attached are the previous submitted agenda memos. (Please note, there is one correction to be made to the July, 17, 2017, City Council Agenda Memo below: Rolling Knolls is a subdivision and not a PUD.)

AGENDA MEMO
City Council
July 17, 2017

Case

2109 Cottage Lane

(McNaughton)

Resubdivision Plat

Issue Statement

Petitioners seek approval of a resubdivision plat for Lot 20 in Rolling Knolls to adjust the

building setbacks and easements on the north and south sides.

General Information

Developer/Property Owners: McNaughton Development Inc.
 Property Location and PIN#: 2109 Cottage Lane, PIN# 10-05-206-013
 Zoning / Land Use: Site: R-2 PUD / single-family residence
 North, East: R-2 PUD / single-family residence
 South, West: R-2 PUD / single-family residence
 Comprehensive Plan: Low Density Residential
 Size of Property: 6,679 square feet
 Natural Features: under construction, slopes down from north to south
 History: Rolling Knolls subdivision and PUD approved in 2015 with reduced setbacks and easement widths

Documents Submitted by Petitioners and attached to this memo

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

Documents attached to this memo by staff

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

Development Description

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

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

Staff Review

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

planned to be 20' away from the house on Lot 19. With the proposed replat, the houses would be 15.66' apart.

MSC Review

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

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

Decision Mode

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

MEMO

McNaughton DEVELOPMENT, INC.
LAND DEVELOPMENT - CUSTOM CONSTRUCTION

July 24, 2017

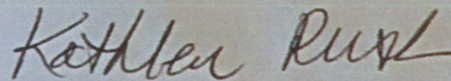
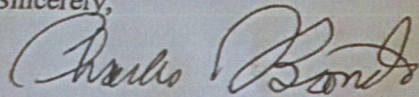
Paul McNaughton II
McNaughton Development, Inc
11S220 Jackson Street
Burr Ridge, IL 60527

RE: 2109 Cottage Lane, Lot 20 Rolling Knolls

Dear Paul,

We, Chuck Biondo and Katy Rush, as the contract-purchasers for 2109 Cottage Lane, Darien, IL 60561 (Lot 20 in Rolling Knolls), hereby acknowledge and accept that the side yard setbacks per the record plat of subdivision are flipped so that the north side is now the long setback (10'), and the south side is now the short setback (5.66'), and that the effect of this is that the foundation on lot 20 is shifted to the south by approximately 4'.

Sincerely,



Charles Biondo and Kathleen Rush

McNaughton DEVELOPMENT, INC.
LAND DEVELOPMENT - CUSTOM CONSTRUCTION

July 24, 2017

Paul McNaughton II
McNaughton Development, Inc
11S220 Jackson Street
Burr Ridge, IL 60527

RE: 2105 Cottage Lane, Lot 19 Rolling Knolls

Dear Paul,

We, Vasun and Anne Netisingha, as the contract-purchasers for 2105 Cottage Lane, Darien, IL 60561 (Lot 19 in Rolling Knolls), hereby acknowledge and accept that the foundation on lot 20 has been shifted to the south by approximately 4'. The distance between the homes on lot 19 and 20 is approximately 16'.

Sincerely,

Vasun and Anne Netisingha

Vasun Netisingha
Anne Netisingha

MEMO

McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT – CUSTOM CONSTRUCTION

July 18, 2017

Ms. Kathleen Weaver
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

RE: Rolling Knolls

Dear Kathy,

I have not had the pleasure of meeting the Mayor of Darien. I hope all is well. My name is Paul McNaughton Sr. and we are the Developers and Builders of the Rolling Knolls subdivision.

Today we received a scary email regarding our foundation on lot 20 from Mary, informing us that we have installed our foundation incorrectly and to please remove it. We hope that this drastic measure is a miscommunication. We disagree with this assessment and would like to come to see you ASAP to tell you your Builder / Developer's side of the story. Paul Jr. will also be writing you a letter outlining the situation today.

We hope that you are happy with the project and it has been a pleasure working with everyone at the Village.

Respectfully,


Paul R. McNaughton

PRM/kn

CC: Dan Gombac
John Barry, V.P. of Land Acquisition
Paul McNaughton II, Counsel
Dan Lynch, Burke Engineering

MEMO

McNaughton

DEVELOPMENT, INC.

LAND DEVELOPMENT – CUSTOM CONSTRUCTION

July 18, 2017

Ms. Kathleen Weaver
 Mayor, City of Darien
 1702 Plainfield Road
 Darien, IL 60561

RE: 2109 Cottage Lane, (Lot #20 Rolling Knolls)

Dear Mayor Weaver:

As you are aware, our petition for resubdivision of 2109 Cottage Lane, (Lot #20 Rolling Knolls) was pulled off the consent agenda at the City Council meeting last night and denied.

There are several factors that make this turn of events very upsetting. Let me recap the history of this request.

We JULIED lot 20 in anticipation of the foundation dig, and discovered that there was primary ComED line located right on/just inside the shared public utility easement/north side yard setback line, which is 5.66'. There was no way to dig the foundation without either moving the COMED line (including AT&T, Comcast, pedestal clusters, sod, irrigation, etc.), or shifting the home to the south approximately 4'.

Between our contract-obligations to deliver the home in a timely manner to our customer, the uncertainty of when ComEd would be able to accomplish the work, and the scope of work that moving the ComEd line entailed (especially in contrast with a simple plat of resubdivision), our election of the resubdivision path was a no-brainer. It is important to note as well that ComEd installed their line *WITHIN* the easement; it just so happened to be so close to the shared easement/setback line that we could not physically dig the foundation and have enough room for the concrete contractor to work; there would have been no overdig. We could not force ComEd to move its line without paying them to do so.

The resubdivision (and resubdivision is a misnomer because no lot lines changed) of lot 20 encapsulated the following, which would allow the foundation to be shifted to the south approximately 4':

1. The short setback was switched from the north side to the south side. The total setback did not change. Lot 20 could have just as easily been originally platted the way we now propose it.
2. The short easement was switched from the north side to the south side, and reduced from 5.66' to 3.5'. All public utilities have been installed, and there are no utilities running on the south side.

We worked with Staff to determine the best way to bring forth our petition. Staff determined that the plat of resubdivision would be presented to Municipal Services, and then to the City Council. We prepared a draft plat of resubdivision and a revised detailed grading plan for lot 20 showing the foundation shifted approximately 4' to the south. Staff requested that the Village engineer review the plans. The Village engineer had no engineering objections with respect to the grading or the smaller utility easement on the south side. Please see attached e-mail. Satisfied that all Staff level concerns were addressed/would be addressed prior to recordation of the resubdivision plat, we proceeded to Municipal Services.

McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT - CUSTOM CONSTRUCTION

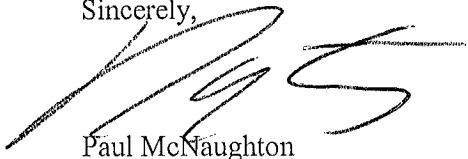
After the petition was approved at Municipal Services and placed on the consent agenda for the July 17th City Council meeting, we decided to begin construction of the home to meet our delivery timeframes.

We found out that the City Council denied our resubdivision request this morning. As of today, we have poured our foundation walls, waterproofed, and installed the sewer and water services. The cost of these improvements (while significant) are minimal compared to the damage that we could suffer reputationally and legally from the work stoppage, and, potentially, the failure to deliver our customer's home. Even if we demolished all the improvements and started over, which is what the City Council's decision now requires, we would never be able to deliver the home on time, because we are at the whim of ComEd and the other utilities to move their lines and pedestals. Even if we never began construction of the home, we would be in the same situation from a standpoint of delivery of the home per our contract time-frames.

I'm not sure why the Aldermen desired further discussion on this item, and I'm even more perplexed as to why they turned the resubdivision down. I certainly regret not attending the meeting, but I just never imagined that the Aldermen would even involve themselves in what is essentially a Staff issue of engineering and setbacks, particularly when the petition was already on the consent agenda and the Village engineer had no material comments. Because the petition was classified as a resubdivision, a trip to the City Council was the procedural means to an end, but it was evidently treated as something other than the benign request that it was. Again, I don't know what the discussion was, but context leads me to believe that there must have been some sort of miscommunication or misunderstanding regarding the request. Why else would the Aldermen of the Darien City Council object to the developer of a successful residential community shifting one of his houses a mere 4' (without changing any approved setbacks, merely flipping the setbacks) to mitigate a whole host of pain and suffering. As strange as the outcome was, it was also regrettable that the item was not tabled to allow the petitioner to address the City Council's concerns. Our development has added over \$15,000,000 in new market value to the City over the last year, and we would hope that would entitle us to at least some consideration (or re-consideration) before this door is shut.

We would like to meet with you to discuss this important decision that the City Council has made, and the means to reconsider and/or reverse it.

Sincerely,



Paul McNaughton

CC: John Barry
Paul McNaughton Sr.
Dan Gombac
Steve Manning
Dan Lynch
Judith Kolman
City Council

Subject: RE: Lot 20 Rolling Knolls - Replatting
From: Steven Manning (smanning@darienil.gov)
To: pmcnaughton83@yahoo.com;
Cc: dgombac@darienil.gov;
Date: Monday, June 26, 2017 10:30 AM

See email below from Dan Lynch.

Steve Manning

City Planner, AICP

630-353-8113, smanning@darienil.gov



City of Darien, 1702 Plainfield Road, 60561, www.darienil.us, 630-852-5000

See our electronic newsletter *DARIEN DIRECT CONNECT* at

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

From: Daniel Lynch [mailto:dlynch@cbbel.com]
Sent: Monday, June 26, 2017 8:18 AM
To: Steven Manning; Judith N. Kolman
Subject: RE: Rolling Knolls - Lot 20 - Replatting

Steve

There are no utilities in the south side yard that I am aware of (e.g. no storm, sanitary, or watermain) and I believe the swale will be adequate as it only carries the water that falls on it.

Let me know if you need anything further.

Dan

Daniel L. Lynch, PE, CFM

Head, Municipal Engineering Department

MEMO

McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT – CUSTOM CONSTRUCTION

July 18, 2017

Ms. Kathleen Weaver
Mayor, City of Darien
1702 Plainfield Road
Darien, IL 60561

RE: 2109 Cottage Lane, (Lot #20 Rolling Knolls)

Dear Mayor Weaver:

I have reviewed the video of the July 17, 2017 City Council regarding our request to resubdivide lot #20 in Rolling Knolls. There are significant mischaracterizations of our petition and the circumstances surrounding it.

First, on the day that we discovered the conflict, we were on the phone to ComEd. We were assigned a site representative, and our Superintendent, Bob Swafford, met with representatives from ComEd, Comcast, and AT&T onsite to discuss the scope of work of moving their primarily lines and pedestal clusters. After the site meeting, McNaughton was to prepare a sketch showing precisely where we needed to move the lines so that the foundation could be dug. In fact, Phil Calderon from ComEd called me yesterday morning to follow up, before I received the news of the board decision, and I of course told him that we had pursued a parallel route with the City that was going to be more expeditious, less costly, and less disruptive to the neighbors to the north.

Second, moving the ComEd line had nothing to do with safety or the structural integrity of the foundation. We cannot physically pour concrete without an overdig of approximately 3'. So even if we moved the ComEd line to the north 3', the wires still would have been exposed during the foundation dig. This would obviously not be ideal, but, more importantly, it is another example of the City Council not having the full and correct facts regarding this petition. Whether it was moving the ComEd line or shifting the house, it was not a matter of covering ourselves – we would be digging within approximately 3' of the lines in either scenario.

Third, this was not a variation request, as it was referred to as repeatedly during the meeting. This was a simple plat of resubdivision (with no lot line adjustments) that took the prior approved setbacks and flipped them! The only owner besides McNaughton that would be affected is the owner of lot 22 to the north – and he gained 4' house-to-house! McNaughton owns all other adjacent lots!

Fourth, there were a lot of statements concerning the way McNaughton runs its business that were flat out wrong. Of course we told ComEd that they were installed within the easement. Of course we would never backcharge our client for moving a ComEd line. Of course we were not “covering ourselves” by opting for this path. On the contrary, we put ourselves on the line by starting the home after approval at Municipal Services because we signed a Contract with our client and did what we had to do to deliver the home in the timeframe that we said we would. Our customers do not need the City Council to protect them from the big bad builder; McNaughton has developed a reputation over the last 35 years of bending over backwards for our customers. That is a big reason why your city has a subdivision of 26 homes with only 4 dirt lots left in less than a year of home construction.

McNaughton DEVELOPMENT, INC.

LAND DEVELOPMENT – CUSTOM CONSTRUCTION

Fifth, we deal with ComEd and the utility companies every day in our business. We are a private developer, you are city. I would surmise that our experience with respect to timely service/installs is quite different. Whatever the case, we can only speak from our experience on the private side in developing subdivisions and building homes throughout many suburbs in the Chicago Land area. No builder/developer would undertake to move primary ComEd line, Comcast, AT&T, pedestal clusters, irrigation lines, sod, etc., when the opportunity exists to simply flip the previously approved setbacks on the lot, especially when all of the facilities to be moved are properly installed within easement. In the same vein, I would like to think that no City would make one of their developers/builders go through the rigamarole that such a process entails, when there is a far less onerous option on the table.

Finally, and most importantly, it is apparent that the City Council lacked facts to make an informed decision on this petition, and much of the contextual background of this petition was mischaracterized or misunderstood. We would like the Village Board to reconsider its decision on this matter.

In addition, we have some concerns with the manner in which this petition was processed. The discussion of “minor change / major change,” and the procedural avenue through which this petition was brought forth is based on language in the planned unit development ordinance. To my knowledge, Rolling Knolls was not entitled under a special use permit for a planned unit development. Based on my review of the approval documents, Rolling Knolls was entitled by procuring a map amendment and various zoning variations. This being a petition for resubdivision, under Section 5B-1-6 of the City Code “the application shall be referred to the Plan Commission for its recommendation and report.” This was not done.

In light of all the above, we reiterate that we desire a meeting with you and Staff to determine how best to proceed.

Sincerely,



Paul McNaughton

CC: John Barry
Paul McNaughton Sr.
Bryon Vana
Dan Gombac
Steve Manning
Dan Lynch
Judith Kolman
City Council



CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

(2109 Cottage Lane)

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

THIS 17th DAY OF JULY, 2017

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this ____
day of _____, 2017.**

ORDINANCE NO. _____

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

(2109 Cottage Lane)

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

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

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

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

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

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

ORDINANCE NO. _____

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

and

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

WHEREAS, the Developer has submitted a proposed plat titled as “Lot 20 Resubdivision in Rolling Knolls” prepared by R.E. Allen and Associates dated June 19th, 2017, attached hereto and incorporated herein as [Exhibit A](#); and

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

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

PIN: 09-29-413-008

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

ORDINANCE NO. _____

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

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

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

SECTION 4: Home Rule Authority. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

ORDINANCE NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 7th day of August, 2017.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 7th day of August, 2017.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

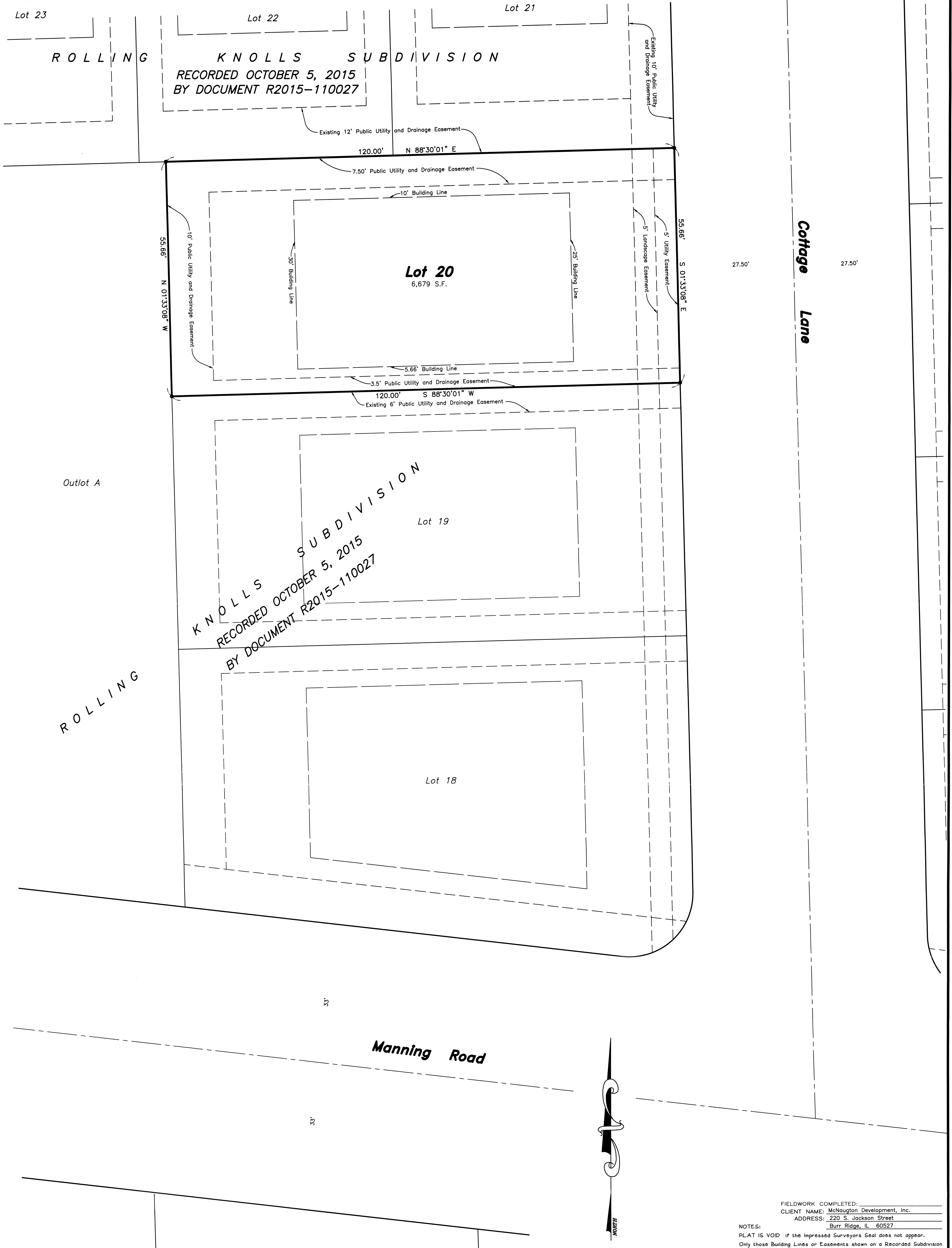
CITY ATTORNEY

THE PREMISES CURRENTLY KNOWN AS:
 2109 COTTAGE LANE, DARIEN, IL 60561
 PARCEL AREA = 0.153 ACRES, 6,679 S.F.
 PIN: 09-29-413-008
 ZONING: R-2

LOT 20 RESUBDIVISION IN ROLLING KNOLLS



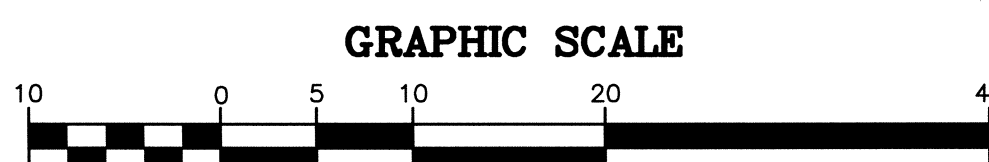
BEING A RESUBDIVISION OF LOT 20 IN ROLLING KNOLLS, A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 2015 AS DOCUMENT R2015-110027, IN DUPAGE COUNTY,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



Outlot A

Cottage Lane

Manning Road



GRAPHIC SCALE

(IN FEET)
 1 inch = 10 ft.
 File No. 149-14
 F14914 LOT 20 RESUB.DWG

FIELDWORK COMPLETED: _____
 CLIENT NAME: McNaughton Development, Inc.
 ADDRESS: 220 S. Jackson Street
 Burr Ridge, IL 60527

NOTES:
 PLAT IS VOID if the Impressed Surveyors Seal does not appear.
 Only those Building Lines or Easements shown on a Recorded Subdivision Plat or From a Recorded Document are shown hereon; check local ordinances before building.
 Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
 PROFESSIONAL LAND SURVEYORS
 1015 N. CORPORATE CIRCLE, SUITE C
 GRAYSLAKE, ILLINOIS 60030
 PHONE: 847-223-0914 FAX: 847-223-0980

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

HEREBY CERTIFIES THAT IT IS THE LEGAL AND EQUITABLE OWNER OF ALL OF THE PREMISES DESCRIBED IN THE ABOVE CAPTION TO BE SURVEYED AND SUBDIVIDED PURSUANT TO THE POWER AND AUTHORITY IN IT AS SUCH OWNER WITH THE VIEW TOWARD HAVING THIS PLAT RECORDED AS PROVIDED FOR BY LAW.

DATED THIS DAY OF A.D. 20

BY: TITLE:

ATTEST: TITLE:

ADDRESS:

CITY, STATE:

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, A NOTARY PUBLIC IN AND FOR AND RESIDING IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET.

GIVEN UNDER NOTARY SEAL THIS DAY OF A.D. 20

NOTARY PUBLIC

SCHOOL DISTRICT BOUNDARY STATEMENT

THIS IS TO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED AS ROLLING KNOLLS AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOT LIES.

SCHOOL DISTRICT
LOTS ALL ELEMENTARY HIGH SCHOOL

BY: OWNER

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT OWNER OF THE PROPERTY COMMONLY KNOWN AS ROLLING KNOLLS SUBDIVISION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THIS STATEMENT AS HIS/HER FREE AND ACT.

GIVEN UNDER MY HAND AND SEAL THIS DAY OF A.D. 20

NOTARY PUBLIC

CERTIFICATE OF COUNTY RECORDER

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS ON THE DAY OF A.D., 20, AT O'CLOCK M. AS DOCUMENT

COUNTY RECORDER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT DU PAGE COUNTY, ILLINOIS, THIS DAY OF A.D. 20

COUNTY CLERK

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SAID SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION

DATE DATE

OWNER OR AGENT REGISTERED ILLINOIS PROFESSIONAL ENGINEER

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS THIS DAY OF A.D. 20

CHAIRMAN

CITY TREASURER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, CITY TREASURER OF THE CITY OF DARIEN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS, THIS DAY OF A.D. 20

CITY TREASURER

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, CITY CLERK OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL OF THE CITY OF DARIEN, ILLINOIS, THIS DAY OF A.D. 20

CITY CLERK

MAYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, THIS DAY OF A.D. 20

MAYOR

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.

I, DIRECTOR FOR THE DUPAGE COUNTY SANITARY DISTRICT, HEREBY CERTIFY THAT THERE ARE NO UNPAID ASSESSMENTS IN CONNECTION WITH THIS PLAT.

DATED AT A.D. 20, COUNTY, ILLINOIS THIS DAY OF

DIRECTOR

SURVEYOR'S CERTIFICATE

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

I, BRYAN J. LEE, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3616, DO HEREBY GRANT PERMISSION TO TO RECORD THIS PLAT AND PROVIDE THIS SURVEYOR A RECORDED COPY OF THE SAME.

DATED AS GRAYSLAKE, ILLINOIS, THIS DAY OF A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3616

IN ACCORDANCE WITH PUBLIC ACT 86-1238, THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY:

NAME:

ADDRESS:

CITY, STATE:

PUBLIC UTILITY EASEMENT PROVISIONS
AS EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY RESERVED AND GRANTED TO:
COMMONWEALTH EDISON COMPANY, CABLEVISION OF CHICAGO AND ILLINOIS BELL TELEPHONE COMPANY, GRANTEE.

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED PUBLIC UTILITY EASEMENT, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED PUBLIC UTILITY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE'S. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED PUBLIC UTILITY EASEMENT AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT, SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OF NOT CONTIGUOUS THERETO. NO BUILDINGS OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH PUBLIC UTILITY EASEMENT AREAS, STREETS, ALLEYS, OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.

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

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

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

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

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

Table with 4 columns: NO., DATE, DESCRIPTION, BY. Row 1: 1, 06-26-17, ORIGINAL ISSUE, B.J.L.

FIELDWORK COMPLETED:
CLIENT NAME: McNaughton Development, Inc.
ADDRESS: 220 S. Jackson Street
Burr Ridge, IL 60527

NOTES:
PLAT IS VOID if the Impressed Surveyors Seal does not appear.
Only those Building Lines or Easements shown on a Recorded Subdivision Plat or from a Recorded Document are shown hereon: check local ordinances before building.
Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1015 N. CORPORATE CIRCLE, SUITE C
GRAYSLAKE, ILLINOIS 60030
PHONE: 847-223-0914 FAX: 847-223-0980

AGENDA MEMO
CITY COUNCIL
Meeting Date: August 7, 2017

Issue Statement

1) Consideration of a Motion to Approve:

- September 8th, 9th and 10th as the date for the Darien Chamber of Commerce to Hold the [DarienFest 2017 Celebration](#)
- Road Closures to Accommodate Windy City Amusement Co. including Clarendon Hills Road from Plainfield Road to 71st Street from 10:00 a.m. on Thursday, September 7th, 2017, until 5:00 P.M. on Monday, September 11, 2017 (With Maintenance of Lane For Emergency Vehicles); Tennessee Avenue and 72nd Street to Bentley to be Closed Except for Local Traffic; No Parking on the North Side of 71st Street from Clarendon Hills Road to the West End of Darien Community Park; No Parking on Both Sides of Clarendon Hills Road from 71st Street to 69th Street; No Parking on the East Side of Bentley Avenue from 71st Street to 72nd Street; and Parking on One Side of Roger Road
- Providing Police Protection and Public Works services for the DarienFest 2017 as per attached agreement

2) Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary [Liquor License – DarienFest 2017](#)

BACKUP

Background/History

Annually, the Darien Chamber of Commerce sponsors the DarienFest on the weekend after Labor Day. As a part of the City's commitment to DarienFest, the City provides police protection for the annual event and provides for the closure of certain streets in and around the DarienFest grounds at Darien Community Park. The Chamber will reimburse the City for any expenses relating to Police and Public Works services

Also, the Chamber has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee. The Council has waived this fee in previous years for DarienFest.

Staff/Committee Recommendation

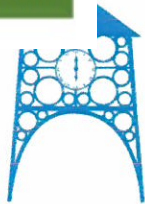
As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the August 7, 2017 City Council Agenda for formal consideration.



**Darien Chamber
of Commerce**
YOUR CONNECTION TO BUSINESS SUCCESS

July 14, 2017

Kathleen Moesle Weaver
Mayor of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Weaver:

The Darien Chamber of Commerce is planning the 30th Annual DarienFest at Darien Community Park. We hereby request approval from the City of Darien for the following items:

- Dates and times to hold DarienFest 2017: Friday, September 8th, 6pm to 10:30 pm; Saturday, September 9th, 1pm to 10:30 pm and Sunday, September 10th, 1pm to 7pm.
- Road closures to accommodate Windy City Amusement Co. including: closure of Clarendon Hills Road from Plainfield Road to 71st Street from 10 am on Thursday, September 7, until 5 pm on Monday, September 11, (with maintenance of lane for emergency vehicles); Tennessee Avenue and 72nd Street to Bentley to be closed except for local traffic; no parking on the north side of 71st Street from Clarendon Hills Road to the west end of Darien Community Park; no parking on both sides of Clarendon Hills Road from 71st Street to 69th Street; no parking on the east side of Bentley Avenue from 71st Street to 72nd Street, and parking on one side only of Roger Road.
- Police protection for the DarienFest 2017 as per attached agreement.
- Waiver of the \$50 Per-Day Fee for the Temporary Liquor License. Our application for the Temporary Liquor License is enclosed.

On behalf of the Darien Chamber Board of Directors, I would like to thank you for your continued support of this annual community event.

Sincerely,

Clare Bongiovanni
President & CEO

AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN CHAMBER OF COMMERCE - 2017 DARIEN FEST

The City incurs certain expenses associated with the Darien Fest conducted by the Darien Chamber of Commerce. In order to offset the City's expenses the formula below will be used to determine the reimbursement amount the City will receive from the Chamber.

The Chamber will reimburse the City based on net profit made by the Chamber and the City's total expense including, but not limited to, employee overtime, outside contractor costs and materials such as barricade rentals. Net profit is the profit made by the Chamber after direct expenses have been deducted. No deduction is allowed for any allocated overhead items. Overhead items are those fixed Chamber expenses, including, but not limited to, regular salaries and other expenses that are incurred by the Chamber even if the fest did not occur.

REIMBURSEMENT FORMULA:

Chamber's Net profit	Reimbursement as a percentage of City costs	Reimbursement amount (example based on \$16,000 Net Profit) *
\$0 to \$19,999	15%	\$2,400
\$20,000	25%	\$4,000
\$25,000	30%	\$4,800
\$30,000	35%	\$5,600
\$35,000	40%	\$6,400
\$40,000	45%	\$7,200
\$45,000	50%	\$8,000
\$50,000	55%	\$8,800
\$55,000	60%	\$9,600
\$60,000	65%	\$10,400
\$70,000	70%	\$11,200
\$80,000	80%	\$12,800
\$90,000	90%	\$14,400
\$100,000	100%	\$16,000

* Actual reimbursement to be calculated after the Chamber's net profit and Darien expenses have been determined.

APPROVED:

City of Darien _____ Date _____

Chamber of Commerce Clare Brygovan Date 7/14/2017



Darien Chamber of Commerce

YOUR CONNECTION TO BUSINESS SUCCESS

July 14, 2017

Kathleen Moesle Weaver
Mayor of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Weaver:

The Darien Chamber of Commerce is planning the 30th Annual DarienFest at Darien Community Park. We hereby request approval from the City of Darien for the following items:

- Dates and times to hold DarienFest 2017: Friday, September 8th, 6pm to 10:30 pm; Saturday, September 9th, 1pm to 10:30 pm and Sunday, September 10th, 1pm to 7pm.
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- Police protection for the DarienFest 2017 as per attached agreement.
- Waiver of the \$50 Per-Day Fee for the Temporary Liquor License. Our application for the Temporary Liquor License is enclosed.

On behalf of the Darien Chamber Board of Directors, I would like to thank you for your continued support of this annual community event.

Sincerely,

Clare Bongiovanni
President & CEO

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

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

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

NAME OF ORGANIZATION OR GROUP Darien Chamber of Commerce

ADDRESS 1702 Plainfields Road PHONE 630-968-0004

TYPE OF EVENT 30th Annual DarienFest

LOCATION OF EVENT Darien Community Park

DATE AND TIME OF EVENT 9/8 6pm-10:30pm 9/9 1pm-10:30pm 9/10 1pm-7pm

NAME OF APPLICANT OR REPRESENTATIVE Clare Bongiovanni

ADDRESS 1702 Plainfields Road Darien PHONE 630-728-6682 / 630-968-0004

NAME OF CHAIRMAN OF EVENT Clare Bongiovanni

ADDRESS 1702 Plainfield Road Darien PHONE 630-968-0004 / 630-728-6682

Clare Bongiovanni
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
August 7, 2017

ISSUE STATEMENT

Approval of a resolution accepting the unit price proposal from Acres Group for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$35,737.00

RESOLUTION

BACKGROUND/HISTORY

The 2017 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Ash Tree, and Project Related Replacement**
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to the Emerald Ash Borer.

Staff had advertised and sent out invitations to bid and received five (5) sealed bids on July 26, 2017, attached and labeled as [Attachment A](#). Acres Group was the lowest bidder.

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one-year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost, see [Attachment B](#). 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.

The program is targeted to begin in late September, pending weather and will be advertised through the City's various media portals thus affording residents ample time to participate in the program. The Acres Group has performed very satisfactory tree services for the City in the past.

STAFF RECOMMENDATION

Staff recommends approval accepting the unit price proposal from Acres Group 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 \$35,737.00

ALTERNATE CONSIDERATION

As directed by City Council

DECISION MODE

This item is being considered by the Municipal Services Committee on August 7, 2017 and a recommendation will be forwarded to the City Council. This item will be placed under New Business on the August 7, 2017 City Council meeting for formal consideration.

SEALED BID-TREE PLANTING & MULCHING PROGRAM

OPENING DATE/TIME: July 26, 2017 10:00 a.m.

**2017 CITY OF DARIEN - TREE PLANTING PARKWAYS & PRIVATE PROPERTY
 BID OPENING RESULTS JULY 26, 2017**

VENDOR			Brancato Landscaping, Inc.	Acres Group	Ramiro Guzman Landscaping, Inc.	Langton Group	HL Landscape
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS	PRICE PER TREE PLANTED PARKWAYS
1-10	4"	American Linden	\$ 770.00	\$ 618.00	\$ 480.00	\$ 785.50	\$ 500.00
11-20	4"	American Linden	\$ 770.00	\$ 578.00	\$ 480.00	\$ 785.50	\$ 480.00
1-10	4"	Norway Maple	\$ 770.00	\$ 548.00	\$ 480.00	N/A	\$ 500.00
11-20	4"	Norway Maple	\$ 770.00	\$ 513.00	\$ 480.00	N/A	\$ 480.00
1 - 10	4"	Thornless Honeylocust	\$ 770.00	\$ 548.00	\$ 480.00	\$ 493.00	\$ 500.00
11-20	4"	Thornless Honeylocust	\$ 770.00	\$ 523.00	\$ 480.00	\$ 493.00	\$ 480.00
1 - 10	4"	Red Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 785.50	\$ 500.00
11-20	4"	Red Maple	\$ 770.00	\$ 523.00	\$ 480.00	\$ 785.50	\$ 480.00
1 - 10	4"	Chanticleer Pear	\$ 770.00	\$ 548.00	\$ 480.00	\$ 668.50	\$ 500.00
11-20	4"	Chanticleer Pear	\$ 770.00	\$ 523.00	\$ 480.00	\$ 668.50	\$ 480.00
1 - 10	4'	Freeman Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 545.00	\$ 500.00
11-20	4'	Freeman Maple	\$ 770.00	\$ 523.00	\$ 480.00	\$ 545.00	\$ 480.00
1 - 10	4'	Sugar Maple	\$ 770.00	\$ 573.00	\$ 480.00	\$ 584.00	\$ 500.00
11-20	4'	Sugar Maple	\$ 770.00	\$ 548.00	\$ 480.00	\$ 584.00	\$ 480.00
11-20.	2.5"	American Linden	\$ 425.00	\$ 280.00	\$ 400.00	\$ 336.30	\$ 350.00
1 - 10	2.5"	Norway Maple	\$ 425.00	\$ 280.00	\$ 400.00	\$ 341.24	\$ 360.00
11-20	2.5"	Norway Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 358.40	\$ 350.00
1 - 10	2.5"	Honeylocust Skyline	\$ 425.00	\$ 280.00	\$ 400.00	\$ 331.36	\$ 350.00
11-20	2.5"	Honeylocust Skyline	\$ 425.00	\$ 270.00	\$ 400.00	\$ 331.36	\$ 350.00
1-10	2.5"	Red Maple	\$ 425.00	\$ 285.00	\$ 400.00	\$ 341.24	\$ 340.00
11-20	2.5"	Red Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 341.24	\$ 360.00
1-10	2.5"	Chanticleer Pear	\$ 425.00	\$ 285.00	\$ 400.00	\$ 335.00	\$ 350.00
11-20	2.5"	Chanticleer Pear	\$ 425.00	\$ 270.00	\$ 400.00	\$ 335.00	\$ 340.00
1-10	2.5"	Freeman Maple	\$ 425.00	\$ 280.00	\$ 400.00	\$ 331.36	\$ 360.00
11-20	2.5"	Freeman Maple	\$ 425.00	\$ 265.00	\$ 400.00	\$ 331.36	\$ 350.00
1-10	2.5"	Sugar Maple	\$ 425.00	\$ 270.00	\$ 400.00	\$ 400.00	\$ 360.00
11-20	2.5"	Sugar Maple	\$ 425.00	\$ 250.00	\$ 400.00	\$ 384.40	\$ 350.00
1-15	6-foot high	Colorado Blue Spruce	\$ 300.00	\$ 250.00	\$ 340.00	\$ 262.20	\$ 310.00
Sub Total Cost - Parkway			\$ 16,605.00	\$ 11,467.00	\$ 12,260.00	\$ 12,483.46	\$ 11,740.00
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE	PRICE PER TREE PLANTED PRIVATE
1-20	2.5"	American Linden	\$ 425.00	\$ 300.00	\$ 400.00	\$ 336.30	\$ 350.00
1-20	2.5"	Norway Maple	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.10	\$ 340.00
1-20	2.5"	Honeylocust Skyline	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 350.00
1-20	2.5"	Red Maple	\$ 425.00	\$ 305.00	\$ 400.00	\$ 341.24	\$ 360.00
1-20	2.5"	Chanticleer Pear	\$ 425.00	\$ 305.00	\$ 400.00	\$ 335.00	\$ 350.00
1-20	2.5"	Aristocrat Pear	\$ 425.00	\$ 305.00	\$ 400.00	\$ 331.36	\$ 350.00
1-20	2.5"	Swamp White Oak	\$ 425.00	\$ 310.00	\$ 400.00	\$ 354.50	\$ 375.00
1-20	2.5"	Freeman Maple	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 340.00
1-20	2.5"	Sugar Maple	\$ 425.00	\$ 305.00	\$ 400.00	\$ 372.70	\$ 340.00
1-20	2.5"	Kentucky Coffeetree	\$ 425.00	\$ 300.00	\$ 400.00	\$ 331.36	\$ 370.00
1-20	2.5"	Purple Maple	\$ 425.00	\$ 325.00	\$ 400.00	\$ 342.80	\$ 360.00
1-20	2.5"	Northern Red Oak	\$ 425.00	\$ 310.00	\$ 400.00	\$ 354.50	\$ 375.00
1-20	2.5"	Littleleaf Linden	\$ 425.00	\$ 300.00	\$ 400.00	\$ 340.20	\$ 350.00
1-20	2.5"	Smoothleaf Elm	\$ 425.00	\$ 300.00	\$ 400.00	\$ 167.20	\$ 360.00
Sub Total Cost - Private Property			\$ 5,950.00	\$ 4,265.00	\$ 5,600.00	\$ 4,600.98	\$ 4,970.00
A. Sub Total Cost Parkways			\$ 16,605.00	\$ 11,467.00	\$ 12,260.00	\$ 12,483.46	\$ 11,740.00
B. Sub Total Cost Private Property			\$ 5,950.00	\$ 4,265.00	\$ 5,600.00	\$ 4,600.98	\$ 4,970.00
Total Cost A+B			\$ 22,555.00	\$ 15,732.00	\$ 17,860.00	\$ 17,084.44	\$ 16,710.00



**CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2017
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM
ACRES GROUP**

50/50 TREE PROGRAM							
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	50/50 PROGRAM	CITY COSTS	RESIDENT COST
2	2.5"	American Linden	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Norway Maple	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Honeylocust Skyline	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Red Maple	\$285.00	\$ 570.00	2	\$ 285.00	\$ 285.00
2	2.5"	Chanticleer Pear	\$285.00	\$ 570.00	2	\$ 285.00	\$ 285.00
2	2.5"	Freeman Maple	\$280.00	\$ 560.00	2	\$ 280.00	\$ 280.00
2	2.5"	Sugar Maple	\$270.00	\$ 540.00	2	\$ 270.00	\$ 270.00
				\$ 3,920.00	14	\$ 1,960.00	\$ 1,960.00

PARKWAY TREE REPLACEMENTS-2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS
10	2.5"	American Linden	\$280.00	\$ 2,800.00	\$ 2,800.00
10	2.5"	Norway Maple	\$280.00	\$ 2,800.00	\$ 2,800.00
10	2.5"	Honeylocust Skyline	\$280.00	\$ 2,800.00	\$ 2,800.00
30	2.5"	Red Maple	\$270.00	\$ 8,100.00	\$ 8,100.00
20	2.5"	Chanticleer Pear	\$270.00	\$ 5,400.00	\$ 5,400.00
15	2.5"	Freeman Maple	\$265.00	\$ 3,975.00	\$ 3,975.00
15	2.5"	Sugar Maple	\$250.00	\$ 3,750.00	\$ 3,750.00
110				\$ 29,625.00	\$ 29,625.00

PARKWAY TREE REPLACEMENTS 75 STREETS -4 INCH					
QUANTITY	DIAMETER	SPECIES	PLANTED PRICE PER TREE	TOTAL TREE COST	CITY COSTS
0	4"	American Linden	\$618.00	\$0.00	\$ -
0	4"	Norway Maple	\$548.00	\$0.00	\$ -
1	4"	Thornless Honeylocust	\$548.00	\$548.00	\$ 548.00
1	4"	Red Maple	\$548.00	\$548.00	\$ 548.00
1	4"	Chanticleer Pear	\$548.00	\$548.00	\$ 548.00
1	4"	Freeman Maple	\$548.00	\$548.00	\$ 548.00
0	4"	Sugar Maple	\$573.00	\$0.00	\$ -
4				\$ 2,192.00	\$ 2,192.00

	TOTAL TREE COST	2.5 INCH PARKWAY TREE REPLACEMENT CITY COSTS	4-INCH 75TH Street AND PARKWAY TREES CITY COSTS	CITY COST 50/50 PROGRAM	RESIDENT COST 50/50 PROGRAM
TOTAL TREE PROGRAM COST	\$ 35,737.00	\$ 29,625.00	\$ 2,192.00	\$ 1,960.00	\$ 1,960.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	REINBURSEMENT	PROPOSED BALANCE
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - AND PARKWAY REPLACEMENTS City Expense	\$4,000.00	\$ 3,920.00	N/A	\$80.00
01-30-4350	FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense	\$2,000.00	N/A	\$ 1,960.00	\$40.00
01-30-4350	Forestry - Parkway Replacement Trees-City Removals	\$30,000.00	\$ 29,625.00	N/A	\$375.00
01-30-4350	Forestry -Replacement Trees - 75th Street	\$2,000.00	\$ 2,192.00	N/A	(\$192.00)
TOTALS		\$38,000.00	\$35,737.00	\$1,960.00	\$303.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE UNIT PRICE PROPOSAL FROM ACRES GROUP FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$35,737.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept the unit price proposal from Acres Group for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$35,737.00, 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 7th day of August, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

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. 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, 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: _____

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 2017

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

Firm Name: ACRES GROUP

Address: 23940 W. ANDREW RD.

City, State, Zip Code: PLAINFIELD, IL 60585

Contact Person: JEFF DUMAS

FEIN #: _____

Phone: (630) 975-1426 Fax: () -

E-mail Address: JEFF.DUMAS@ACRESGROUP.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN TREE QUOTE - PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 10	4"	American Linden	618 ⁻
11 - 20	4"	American Linden	578 ⁻
1 - 10	4"	Norway Maple	548 ⁻
11 - 20	4"	Norway Maple	513 ⁻
1 - 10	4"	Thornless Honeylocust	548 ⁻
11 - 20	4"	Thornless Honeylocust	523 ⁻
1 - 10	4"	Red Maple	548 ⁻
11 - 20	4"	Red Maple	523 ⁻
1 - 10	4"	Chanticleer Pear	548 ⁻
11 - 20	4"	Chanticleer Pear	523 ⁻
1 - 10	4"	Freeman Maple	548 ⁻
11 - 20	4"	Freeman Maple	523 ⁻
1 - 10	4"	Sugar Maple	573 ⁻
11 - 20	4"	Sugar Maple	548 ⁻
11 - 20	2.5"	American Linden	280 ⁻
1 - 10	2.5"	Norway Maple	280 ⁻
11 - 20	2.5"	Norway Maple	270 ⁻
1 - 10	2.5"	Honeylocust Skyline	280 ⁻
11 - 20	2.5"	Honeylocust Skyline	270 ⁻
1 - 10	2.5"	Red Maple	285 ⁻
11 - 20	2.5"	Red Maple	270 ⁻
1 - 10	2.5"	Chanticleer Pear	285 ⁻

11 - 20	2.5"	Chanticleer Pear	270 ⁻
1 - 10	2.5"	Freeman Maple	280 ⁻
11 - 20	2.5"	Freeman Maple	265 ⁻
1 - 10	2.5"	Sugar Maple	270 ⁻
11 - 20	2.5"	Sugar Maple	250 ⁻
1 - 15	6-foot high	Colorado Blue Spruce	250 ⁻

B. Sub Total Cost Parkway			11,467 ⁻
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CITY OF DARIEN TREE QUOTE - PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 - 20	2.5"	American Linden	300 ⁻
1 - 20	2.5"	Norway Maple	300 ⁻
1 - 20	2.5"	Honeylocust Skyline	300 ⁻
1 - 20	2.5"	Red Maple	305 ⁻
1 - 20	2.5"	Chanticleer Pear	305 ⁻
1 - 20	2.5"	Aristocrat Pear	305 ⁻
1 - 20	2.5"	Swamp White Oak	310 ⁻
1 - 20	2.5"	Freeman Maple	300 ⁻
1 - 20	2.5"	Sugar Maple	305 ⁻
1 - 20	2.5"	Kentucky Coffeetree	300 ⁻
1 - 20	2.5"	Purple Maple	325 ⁻
1 - 20	2.5"	Northern Red Oak	310 ⁻
1 - 20	2.5"	Littleleaf Linden	300

1 - 20	2.5"	Smoothleaf Elm	
B. Sub Total Cost Private Property			300-

A. Sub Total Cost Parkways	11,467 ⁰⁰
B. Sub Total Cost Private Property	4,265 ⁰⁰
Total Cost of A+B	15,732 ⁰⁰

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

Firm Name: ADRES CORP
 Signature of Authorized Representative: [Signature]
 Title: VICE PRESIDENT Date: 7-25-17

ACCEPTANCE: This proposal is valid for 45 calendar days from the date of submittal.

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

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation: _____

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this bid, it is understood that the City of Darien reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

ADRES GROUP (Corporate Seal)
Business Name

[Handwritten Signature]
Signature

JEFF DUMAS
Print or type name

VICE PRESIDENT
Title

7-25-17
Date


CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, JEFF DUMAS, being first duly sworn certify
and say that I am VICE PRESIDENT

(insert "sole owner," "partner," "president," or other proper title) of

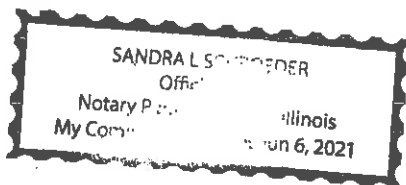
ADRES GROUP, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any
unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the
Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bidrotating" of any state or
of the United States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 25th Day

of July, 2017

Sandra L. Schroeder
Notary Public



AGENDA MEMO
City Council
August 7, 2017

ISSUE STATEMENT

Approval of a resolution awarding a contract to Homer Tree Care, Inc in an amount not to exceed \$135,765.00 for the City's 2017/18 Tree Trimming and Removal Program.

RESOLUTION

BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, approximately 65 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Farmingdale Village
- Woodmere Townhomes
- Tara Hill Subdivision
- Carriage Way West
- Carriage Hill
- Glen Eagles
- Darien Woods
- Waterfall Glen

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$250.00 per tree in the front yard and \$375.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding.

The contract calls out for unit pricing for emergency services through November 30, 2018. Please find labeled as [Attachment A](#), the bid results that were opened on July 17, 2017. The City received only one responsive bid. The second submittal indicated that he was unable to bid due to other commitments. Please note there are two optional contract extensions for 2018-19 and 2019-20 that may be exercised by the City. The contract extensions will be formally entertained at a future date, pending budget approval.

2017-18 City of Darien Tree Removal Schedule				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
*Tree Trimming	Each	1,750	\$ 49.50	\$ 86,625
Tree Removal per DBH and Ash Borer Removals	Per Inch	784	\$ 25.00	\$ 19,600
Stump Removal-(Restoration \$5,000 not Included)	Each	106	\$ 90.00	\$ 9,540
Emergency Storm and Hazards	Lump Sum	1	\$ 15,000.00	\$ 15,000
Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000
Total Cost				\$ 135,765

Tree Trimming Program

August 7, 2017

Page 2

*The proposed budget included funds in the amount of \$54,250 for the tree trimming of approximately 1,750 trees. The shortfall is covered from savings realized through the additional tree related services.

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	LANDSCAPE RESTORATION	PROPOSED BALANCE
01-30-4375	TREE TRIMMING AND REMOVAL	\$141,600.00	\$135,765.00	\$5,000	\$835

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding a contract to Homer Tree Care, Inc. in an amount not to exceed \$135,765 for the City's 2017/18 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

ALTERNATE DECISION

As directed by City Council.

DECISION MODE

This item will be placed on the August 7, 2017 City Council agenda for formal consideration.



City of Darien Parkway		Homer Tree Care, Inc						
Fiscal Year		2017/2018		2018/2019		2019/2020		
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 49.50	\$ 86,625.00	\$ 52.00	\$ 91,000.00	\$ 52.00	\$ 91,000.00
Tree Removal per DBH	Per Inch	100	\$ 25.00	\$ 2,500.00	\$ 26.25	\$ 2,625.00	\$ 26.25	\$ 2,625.00
Misc Stump Removal	Each	20	\$ 90.00	\$ 1,800.00	\$ 94.50	\$ 1,890.00	\$ 94.50	\$ 1,890.00
Subtotal - Section A			\$ 164.50	\$ 90,925.00	\$ 172.75	\$ 95,515.00	\$ 172.75	\$ 95,515.00
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Tree Trimming-Back Yard	Each	1	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
Tree Removal per DBH (Front)	Per Inch	1	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Tree Removal per DBH (Back)	Per Inch	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Stump Grinding-Back	Each	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Subtotal - Section B			\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00
Emergency Services		40.00	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00
TOTAL - SECTIONS A, B & C				\$ 99,985.00		\$ 104,575.00		\$ 104,575.00

RESOLUTION NO. _____

A RESOLUTION AWARDED A CONTRACT TO HOMER TREE CARE, INC. IN AN AMOUNT NOT TO EXCEED \$135,765.00 FOR THE CITY'S 2017/18 TREE TRIMMING AND REMOVAL PROGRAM

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 authorizing the Mayor to award a Contract to Homer Tree Care, Inc in an amount not to exceed \$135,765.00 for the City's 2017/18 tree trimming and removal program, 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 7th day of August 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of August 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

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:

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

(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. If awarded the Contract, contractor must comply with all provisions 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, 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: _____

Vendor Information

The project is scheduled for a December 1, 2017 start date, and to be completed by no later than March 1, 2018. Two optional contract extensions may be considered and will be reviewed for recommendation by November of the respective subsequent year.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Homer Tree Care Inc.

CONTACT PERSON: James Reiter

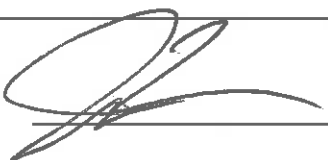
ADDRESS: 14000 S. Archer Ave

CITY, STATE, ZIP CODE: Lockport, IL 60441

TELEPHONE NUMBER: Office 815-838-0320 Mobile 815-546-7486

FACSIMILE NUMBER: 815-838-0375

E-MAIL ADDRESS JimReiter@homertree.com

AUTHORIZED SIGNATURE:  _____

Schedule of Prices – 2017/18

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	49.50	86,625.00
A 2	Tree Removal cost per DBH	Per Inch	100	25.00	2,500.00
A 3	Stump Removal	Each	20	90.00	1,800.00
	Sub-Total A1 – A3				
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	250	250.00
B 2	Tree Trimming - Back Yard	Each	1	375	375.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	35	35.00
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	50	50.00
B 5	Stump Grinding – Front Yard	Each	1	150	150.00
B 6	Stump Grinding – Back Yard	Each	1	200	200.00
	Sub-Total B1 – B6				
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	200	8,000.00
	Sub-Total C1				
	Total Cost Sections A, B and C				\$99,985.50
	Bid Bond is 5% of Total Costs- Sections A,B and C				

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

AGENDA MEMO
City Council
August 7, 2017

ISSUE STATEMENT

A resolution authorizing the emergency purchase of one new 2017 Hydraulic Hammer-WT Hammer Work Tool H65E attachment from Patten Cat in an amount not to exceed \$11,500.00.

RESOLUTION

BACKGROUND/HISTORY

The proposed hammer is an attachment for the recently purchased Skid Steer Bobcat. In 2016 a replacement jack hammer was purchased for the backhoe and is utilized for breaking out asphalt and concrete. Unfortunately the jack hammer use on the backhoe is causing stress and failure on the backhoe, particularly the Wain Wright coupling. The coupling allows the backhoe to maneuver in various angles and without the coupling many digs would be difficult due to utility conflicts. If the backhoe did not have the coupling, the jack hammer attachment would not be a concern. Both items are critical to the City’s various excavation operations. See E mail summary labeled as [Attachment 1](#).

The Staff has reviewed alternatives regarding a jack hammer and determined that a jack hammer on the Bobcat would be the optimal solution. Staff is requesting the purchase of one new jack hammer with fittings for the Bobcat and declaring the existing jack hammer as surplus. The existing hammer will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval. The purchase price of the jack hammer was \$23,780 and Patten is offering us a trade in value of approximately \$14,000.

The Staff has selected Patten Cat to supply the jackhammer attachment and is the awarded vendor for the National Intergovernmental Purchasing Alliance-National IPA City of Darien Participation Agency Member No. 228633, for equipment sales to municipalities nationally. Attached and labeled as [Attachment 2](#), pages 1-2 is information regarding National IPA. Attached and labeled as [Attachment 3](#) is the cost breakdown and specifications for the 2017 Hydraulic Hammer.

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

	ACCOUNT DESCRIPTION	FY 17-18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4815	WATER DEPRECIATION SKID STEER WITH TRAILER-BALANCE	\$ 2,749	\$ 5,750	* \$ (3,001)
01-30-4815	EQUIPMENT SKID STEER WITH TRAILER-BALANCE	\$ 2,749	\$ 5,750	* \$ (3,001)

***The shortfall may have the opportunity to be covered through various cost savings opportunities within the respective line items. In the event that future opportunities are not identified, the effected line items will be over budget by \$3,001.**

STAFF RECOMMENDATION

Municipal Services Staff recommends approval of the resolution authorizing the purchase of one new 2017 Hydraulic Hammer-WT Hammer Work Tool attachment from Patten Cat in an amount not to exceed \$11,500.

ALTERNATE DECISION

As directed by City Council.

DECISION MODE

This item will be placed on the August 7, 2017 City Council agenda for formal consideration.

iac

From: Kris Throm
Sent: Monday, July 31, 2017 3:02 PM
To: Dan Gombac
Cc: David Feil; Dennis Cabie
Subject: FW: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1
Attachments: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1.doc

Dan,

Here is the quote that we got for a hydraulic hammer for the skid steer. In talking with Pete from Patten our skid steer is supposed to be coming the first week or two in September. The cost to rent the exact same hammer from Patten would be \$1,900/month. We are currently paying \$1250/week or \$3,750/month for the backhoe with the hydraulic hammer (plus delivery and pickup \$350 max each way).

Pete from Patten was able to get Woods Equipment to cover the Wain Roy Cylinder because we are a good customer. We received the part last week and Tom had a company put it together with specialized tools for a few hundred dollars and it is back on the machine. Over the past 4 years or so we have had 4-5 Wain Roy cylinders break leaving us down a machine at various times. We initially thought that due to the old hammer and newer machines that we were having issues. Now with a new hammer and new machine we continue to have the same problem. We are afraid to continue to use the hydraulic hammer on the backhoes as we are afraid that we will continue to have trouble and break machines. Unfortunately, the problem seems to be that due to the nature of the Wain Roy Swinger Knuckle/Coupler system (allowing movement side to side and not a solid knuckle/coupler) it is the weakest point and that seems to have an adverse effect when used with the hydraulic hammer due to the violent nature of the hammer hitting and breaking apart the various surfaces. Even having the Wain Roy lockout kit (a valve that doesn't allow hydraulic fluid to go to the parts that control the coupler to move side to side) installed on the new backhoe hasn't made a difference.

Basically, I think we should buy a hydraulic hammer for the skid steer immediately so that we avoid future issues using the hammer on the backhoes. As a point of reference all of the concrete companies have their skid steers set up with a hydraulic hammer and don't have issues. Last year when we had issue with one, Rick from H&R said that they also use that setup for breaking asphalt & concrete. So it seems that this way is proven successful.

Pete from Patten is on vacation this week but told me verbally that Patten is willing to give us around \$14k for our hydraulic hammer. We could also try and sell it on Public Surplus and see what we get that way as well.

If we continue to use the hydraulic hammer on our backhoes and have trouble these are the two scenarios:

- Each time we break one → The part has to be ordered and is 10-14 days out for delivery. Figure a few days to get the quotes from companies and give purchase authorization and then figure a day or two to disassemble and reassemble. So all in all we are 2-3 weeks for rental of a machine while we fix the broken machine and lets just figure Tom puts it back together. All in all that rental & repair will cost us (\$5,150 - \$6,400) for each occurrence.
 - Machine rental → \$2,500 - \$3,750
 - Deliver and pick up of machine → \$700
 - Part → \$1,700
 - Delivery of Part → \$250
- We can remove one of the existing Wain Roy Swinger Knuckle/Coupler's from one of our backhoes and retro fit it with a non-swinger Wain Roy Coupler → This would mean that we remove the weak link and everything needs to be retro fitted to accommodate the change. We will assume that Tom can do all of the work, but Patten/Cat may need to get involved as well. Total repair could be \$1,500 to \$5,000 but we lose the side to side movement functionality of our digging bucket. Meaning digging under and around utilities is now much more difficult with that one machine.
 - New knuckle/coupler for backhoe \$1,500 - \$2,500 (I'm guessing)

- If Tom did this work it would probably take 2-3 days and Patten/Cat may have to get involved due to the hydraulic lines so we would incur whatever that would cost (\$1,000/day)
- Not sure what the lead time for that would be but we would have to keep renting a machine for that time frame as well so at least the additional \$1,250/week while we do the work plus delivery and pickup of rental machine (\$700).

I think Patten offers financing on the work tools, I don't know what the terms for that are, but we could explore that to get us through until next budget year to make the full final payments on it as well if that makes it any easier.

Let me know if you would like to talk about this or if you have more questions on this.

Thanks,

Kris Throm
City of Darien
Superintendent of Municipal Services
(630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: ***DARIEN DIRECT CONNECT***. Follow the link and subscribing is simple!
<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Pete Swanson [mailto:swansonp@pattencat.com]
Sent: Wednesday, July 19, 2017 6:29 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: City of Darien H65ES (TBO) (07-19-2017) QT114848R1S1

Kris,

Please see the attached price for a Caterpillar H65ES. The E stands for the model #, the S stands for Silenced, it is a quieter hammer.

Pete



**Heavy Equipment, Parts, Accessories, Supplies & Related Services
Executive Summary**

Lead Agency: City of Tucson, AZ
RFP Issued: September 27, 2016
Date Open: November 14, 2016

Solicitation: RFP #161534
Pre-Proposal Date: October 12, 2016
Proposals Received: 4

Awarded to: Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #161534 on September 27, 2016 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

The solicitation included cooperative purchasing language in the National Contract Requirements section:

The City, as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Arizona Business Gazette
- City of Tucson Procurement Site
- Deseret News
- DJC Oregon
- Honolulu Star Advertiser
- Houston Chronicle
- National IPA Website
- New Jersey Herald
- Richmond Times
- San Bernardino Sun
- Seattle Daily Journal of Commerce
- The Advocate

- The Herald News
- The State South Carolina
- Times Union
- USA Today

On November 14, 2016 proposals were received from the following offerors:

- Caterpillar
- John Deere
- Sunbelt Rentals

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 1, 2017.

Contract includes: Heavy equipment, parts, accessories, supplies and related services

Term:

Initial one year agreement from May 1, 2017 through April 30, 2018, with option to renew for four (4) additional one-year periods through April 30, 2022.

Pricing/Discount:

Minimum discount off list price.

Serviced and supported by local Cat dealers.

Value Added Services:

- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/Caterpillar.aspx



Quote 114848-01

July 19, 2017

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR MODEL: WT HAMR WORK TOOL

STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2017

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

CATERPILLAR MODEL: WT HAMR WORK TOOL



TOOL SPECIFICATIONS

Description	Reference No
WORK TOOLS - HAMMER D/E-SERIES	0P-2364
H65E S HAMMER, FLAT TOP	415-1112
TOOL, MOIL H65E	423-8308
BRACKET, MOUNTING	437-1063
LINES, CONNECTING	269-7271

2017 Caterpillar List Price	\$15,205.00
FREIGHT & DEALER PREP	\$300.00
IPA GOVERNMENTAL DISCOUNT	(\$4,005.00)
SALES TAX EXEMPT (0%)	\$0.00
After Tax Balance	\$11,500.00

WARRANTY

Standard Warranty: 12 Months/Unlimited Hours Full Tool

CAT does offer 0%-24 Months on SSL Work Tool purchases!!

F.O.B/TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 weeks

Accepted by _____ on _____

Signature



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A
PROPOSAL FROM PATTEN CAT FOR THE PURCHASE OF ONE (1) NEW 2017
HYDRAULIC HAMMER – WT HAMMER WORK TOOL H65E ATTACHMENT IN AN
AMOUNT NOT TO EXCEED \$11,500.00**

**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 Patten Cat for the purchase of one (1) new 2017 Hydraulic Hammer – WT Hammer Work Tool H65E Tool attachment in an amount not to exceed \$11,500.00, 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 7th day of August, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 7th day of August, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Quote 114848-01

July 19, 2017

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN
Illinois
60561

Attention: KRIS THROM

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STOCK NUMBER: TBO SERIAL NUMBER: TBO YEAR: 2017

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson
Machine Sales Representative

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Standard Warranty: 12 Months/Unlimited Hours Full Tool

CAT does offer 0%-24 Months on SSL Work Tool purchases!!

F.O.B./TERMS

City of Darien Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 weeks

Accepted by _____ on _____

Signature



CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014