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

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## Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

January 16, 2012

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — [December 19, 2011](#)
6. Receiving of Communications
7. Mayor's Report
  - A. 2012 Citizen of the Year Nomination
  - B. Darien Chamber Update
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — [11-12-16](#)
  - B. Monthly Report — [December 2011](#)
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business
15. Consent Agenda
  - A. Consideration of a Motion to [Grant a Waiver of the Raffle License Bond Requirement for Darien Historical Society](#)
  - B. Consideration of a Motion to Approve [a Resolution Authorizing the City Administrator to Enter into an Agreement with General Communications](#) to Supply Space on the Tower at 1041 S. Frontage Road
  - C. Consideration of a Motion to Approve [a Resolution Authorizing the City Administrator to Approve a Three Year Contract with the Lowest Cost Electric Provider](#) between February 1<sup>st</sup> and March 31<sup>st</sup>, 2012
  - D. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2011-13: [310 Peony Place](#))
  - E. Consideration of a Motion to Approve an Ordinance Approving a Special Use and Variations to the Darien Zoning Ordinance and Sign Code (PZC 2011-11: [7501 Cass Avenue, Chase Bank](#))
  - F. Consideration of a Motion to Approve an Ordinance Annexing Certain property to the City of Darien, Rezoning Certain Property and Granting a Special Use for a Multi-Family Dwelling and a Variation from the Zoning Ordinance (PZC 2011-14: [17W630 N. Frontage Road and 9S531 Wilmette Avenue](#))
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any

issue.)

18. Adjournment

Agenda 1/16/12

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE DECEMBER 19, 2011 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:17 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**DECEMBER 19, 2011**

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**

Cub Scout Pack 36 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:	Halil Avci	John F. Poteraske
	Tina M. Beilke	Ted V. Schauer
	Joseph A. Marchese	Joerg Seifert

Absent: Sylvia McIvor

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

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

5. **APPROVAL OF MINUTES** – December 5, 2011

It was moved by Alderman Schauer and seconded by Alderman Beilke to approve the minutes of the City Council Meeting of December 5, 2011, as presented.

Roll Call:       Ayes:       Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                      Nays:       None  
                      Absent:     McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

6.    **RECEIVING OF COMMUNICATIONS**

Alderman Avci received an e-mail from Charles Sallstrom in opposition to the sale of City-owned property to Chase Bank and DuPage County’s proposed widening of 75<sup>th</sup> Street.

7.    **MAYOR’S REPORT**

**A.    MAYORAL PROCLAMATION “DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH” (DECEMBER 2011)**

Mayor Weaver read into the record a Proclamation declaring December 2011 as “Drunk and Drugged Driving (3D) Prevention Month” in the City of Darien.

**B.    CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF LOUIS N. MALLERS TO THE PLANNING AND ZONING COMMISSION**

It was moved by Alderman Marchese and seconded by Alderman Seifert to approve:

**A MOTION TO APPROVE THE APPOINTMENT OF LOUIS N. MALLERS TO THE PLANNING AND ZONING COMMISSION**

Roll Call:       Ayes:       Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                      Nays:       None  
                      Absent:     McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Louis N. Mallers.

There was resounding applause from the Council and audience and congratulatory handshakes.

**C. RECOGNITION OF 2011 HOLIDAY HOME DECORATING CONTEST WINNERS**

Mayor Weaver introduced Jeanette Campo, Chairperson of the 2011 Holiday Home Decorating Committee and invited her to announce the contest winners. Ms. Campo thanked Mayor Weaver and the Council Members for their continued support of the program. Ms. Campo introduced Committee Members Jim Kiser and Gerry Leganski; Barbara Boyer was unable to attend the meeting. Ms. Campo thanked them for their participation. She reviewed the selection process, and announced the winners of the contest as follows:

Honorable Mention Certificates were presented by Mayor Weaver to:

- Tom & Jan Wieland, 7221 Western
- Shirley Michels, 7601 Nantucket Drive
- Marsha Carpello, 7109 Gold Grove

2011 Holiday Home Decorating Contest Winners:

- Fifth Place Winner was the Stange-Wallace Family, 8493 Sandalwood Drive; Mayor Weaver presented a Fifth Place Certificate and a \$25.00 check.
- Fourth Place Winner was Joe & Eileen Valach, 130 Holly; Mayor Weaver presented a Fourth Place Certificate and a \$25.00 check.
- Third Place Winner was the Bland Family, 1512 Willow Creek Lane; Mayor Weaver presented a Third Place Certificate and a \$50.00 check.
- Second Place Winner was Mark & Lori Reczek, 1118 79<sup>th</sup> Street; Mayor Weaver presented a Second Place Certificate and a \$100.00 check.
- First Place Winner was the Santore Family, 7349 Adams; Mayor Weaver presented a First Place Certificate and a \$200.00 check.

Jim Kiser presented Mayor Weaver with photographs of the winning homes which will be displayed in the lobby of City Hall. Mayor Weaver thanked Ms. Campo and committee for the lovely display, and for all their work.

Jeannette Campo thanked the participants. She announced that seating is still available for Holiday Lights Bus Tour on December 20, 21, and 22 at 6:30 P.M. and 8:00 P.M.; reservations are required and could be made by contacting City Hall at 630-852-5000.

**8. CITY CLERK'S REPORT**

City Clerk Ragona...

...announced that City offices would be closed on Friday, December 23 and Monday, December 26 in observance of the Christmas holiday and on Monday, January 2 in observance of the New Year's holiday.

...announced the January 3, 2012 City Council Meeting has been cancelled; the next meeting will take place on January 16, 2012.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown reported as follows:

- FIAT has been activated due to a homicide which took place recently in Woodridge.
- Requested the public be vigilant in storing and maintaining holiday gifts and to be aware of fraud and confidence games.
- Urged residents not to drive under the influence of alcohol or drugs and not to text.
- Advised there were three incidents of vandalism and theft associated with holiday decorations on the 7300 block of Bunker Road, which are being investigated.
- Darien Police are consistently looking at ways to effectively track crimes and have appropriate response protocol in place.
- Chief Brown and Deputy Chief Cooper recently attended a DuMeg Meeting where drug overdoses were discussed.
- Officer Skweres completed a 14 week Citizens Police Academy, 14 individuals graduated. Residents interested in participating in an upcoming academy should contact Officer Skweres. The next session will be shortened from 14 to 7 weeks with enhanced curriculum.
- The first phase of analysis regarding the number of officers necessary per shift has been completed. The second phase will include an analysis of DuComm data over a period of months.
- Chief and Mrs. Brown participated in delivery of the Lions Club food baskets, and found it to be a very rewarding experience.
- Attended and enjoyed a Chamber of Commerce social gathering last Tuesday.
- Will continue to meet with community members and leaders to exchange visions and ideas.
- The I-Clear System, which was previously available only to detectives, has been opened up to all sworn members of the Police Department.

- Delivery of the first vehicles in the fleet are expected within three weeks.
- Will be appointing John Cooper as Deputy Chief.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 11-12-15**

It was moved by Alderman Avci and seconded by Alderman Beilke to approve payment of Warrant Number 11-12-15 in the amount of \$68,696.26 from the General Fund; \$207,636.54 from the Water Fund; \$6,326.40 from the Capital Improvement Fund; \$244,418.13 from the General Fund Payroll for the period ending 12/01/11; \$19,080.37 from the Water Fund Payroll for the period ending 12/01/11; for a total to be approved of \$546,157.70.

It was noted that sales tax revenues have increased.

Roll Call:       Ayes:       Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                  Nays:       None  
                  Absent:     McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. TREASURER'S MONTHLY REPORT – NOVEMBER, 2011**

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of November, 2011:

General Fund:   Revenue \$9,422,200; Expenditures \$7,062,293; Current Balance \$3,821,316;

Water Fund:     Revenue \$2,331,693; Expenditures \$2,149,997; Current Balance \$1,532,378;

Motor Fuel Tax Fund:   Revenue \$429,456; Expenditures \$436,980; Current Balance \$73,466;

Water Depreciation Fund:   Revenue \$932; Expenditures \$35,494; Current Balance \$99,941;

Capital Improvement Fund:   Revenue \$3,860,499; Expenditures \$2,009,385; Current Balance \$1,965,807;

Capital Projects Debt Service Fund:   Revenue \$108,744; Expenditures \$52,375; Current Balance of \$58,571.

12. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese advised the next Municipal Services Committee meeting has been rescheduled to take place on Tuesday, December 27, 2011 at 6:30 P.M. In response to Chairman Marchese, Director Gombac suggested the Public Works Open House take place following the January 16, 2012 City Council Meeting.

**Police Committee** — Alderman Poteraske advised that the next Police Committee Meeting is scheduled to take place on January 5, 2012 at 6:00 P.M.

**Administrative/Finance Committee** — Chairman Poteraske advised the next Administrative/Finance Committee Meeting is scheduled to take place on January 9, 2012 at 6:30 p.m.

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

There were none.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

- A. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR DARIEN WOMAN’S CLUB**
- B. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN ROTARY CLUB**
- C. **A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN LIONS CLUB**
- D. **A MOTION TO APPROVE THE RECOMMENDATION TO RELEASE THE EXECUTIVE SESSION MINUTES THAT NO LONGER REQUIRES CONFIDENTIALITY**



**E. RESOLUTION NO. R-95-11**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2012 STREET LIGHT MAINTENANCE PROGRAM BETWEEN THE CITY OF DARIEN AND RAG'S ELECTRIC COMPANY, INC.**

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**16. NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF A PROPOSITION AT THE GENERAL PRIMARY ELECTION TO BE HELD ON THE 20<sup>TH</sup> DAY OF MARCH, 2012 ON WHETHER THE CITY OF DARIEN SHALL HAVE THE AUTHORITY TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve:

**ORDINANCE NO. O-30-11**

**AN ORDINANCE PROVIDING FOR AND REQUIRING THE SUBMISSION OF A PROPOSITION AT THE GENERAL PRIMARY ELECTION TO BE HELD ON THE 20<sup>TH</sup> DAY OF MARCH, 2012 ON WHETHER THE CITY OF DARIEN SHALL HAVE THE AUTHORITY TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM**

Ray Krusinski encouraged the City Council to approve the motion. He spoke of the savings residents and small businesses can reap if the referendum passes. He also discussed the importance of educating citizens regarding the ballot question, and offered suggestions as to how this may be accomplished.

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
Nays: None  
Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

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

Alderman Marchese announced the Darien Lions Club, Darien Park District and other agencies, provided food baskets and toys to 215 families this past weekend. He extended gratitude to all those who donated and volunteered; he also thanked Chief Brown, Alderman Seifert and Alderman McIvor for their participation.

Mayor Weaver wished everyone Happy Holidays, Merry Christmas, and a successful New Year.

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:20 P.M.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 12-19-11.  
Minutes of 12-19-11 CCM

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
January 16, 2012**

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		<b>\$383,632.54</b>
Water Fund		<b>\$128,686.10</b>
Motor Fuel Tax Fund		<b>\$2,477.29</b>
Water Depreciation Fund		
Darien Dispatch Center		
Capital Improvement Fund		<b>\$2,640.00</b>
D.A.R.E Fund		
Debt Service Fund		
	<b>Subtotal:</b>	<b><u>\$ 517,435.93</u></b>
General Fund Payroll	12/15 - 12/29/11	<b>\$ 637,436.80</b>
Water Fund Payroll	12/15 - 12/29/11	<b>\$ 48,331.74</b>
	<b>Subtotal:</b>	<b><u>\$ 685,768.54</u></b>
<b>Total to be Approved by City Council:</b>		<b><u>\$ 1,203,204.47</u></b>

**Approvals:**

\_\_\_\_\_  
Kathleen Moesle Weaver, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	NOVEMBER 2011 COMPUTER SERVICES	Consulting/Professional	3,676.25	4325
AIS	STRD WORK STATION, MICROSOFT OFF '10 & UPGRADE WINDOW 7 PRO	Consulting/Professional	1,068.00	4325
AIS	BACK-UP UPS FOR K. THROM & FUEL SYSTEM	Consulting/Professional	170.00	4325
BEST QUALITY CLEANING, INC.	JANUARY 2012 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	3,393.67	4267
CARQUEST AUTO PARTS STORES DES PLAINES OFFICE EQUIPMENT	REPAIR PARTS KYOCERA COPY MACHINE REPAIR	Vehicle (Gas and Oil) Maintenance - Equipment	23.12 150.00	4273 4225
DUPAGE COUNTY RECORDER	RECORDING FEE - REFLECTIONS-SPRING CT & RIPPLE RIDGE	Consulting/Professional	50.00	4325
EMBASSY REFRESHMENT SERVICE FIRST ADVANTAGE	COFFEE & SPLENDIA DRUG TESTING SELECTION - EHP INV 0920-577066	Supplies - Other Liability Insurance	174.07 31.48	4257 4219
HOME DEPOT	SUPPLIES	Maintenance - Building	11.94	4223
HOME DEPOT	SUPPLIES	Supplies - Office	29.97	4253
HR SIMPLIFIED	ANNUAL FEE - COBRA NOTICES & MONITORING	Liability Insurance	100.00	4219
I.R.M.A.	IRMA DEDUCTIBLE & VOLUNTEER INSURANCE	Liability Insurance	272.03	4219
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	27,392.00	4219
McMASTER-CARR SUPPLY CO.	LIGHT BULBS & BUTT CONCEALING CONTAINER	Maintenance - Building	73.04	4223

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
MUNICIPAL WEB SERVICES	OCTOBER 2011 WEB SERVICES	Consulting/Professional	508.75	4325
MUNICIPAL WEB SERVICES	DECEMBER 2011 WEB-SITE HOSTING	Consulting/Professional	511.25	4325
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	Utilities (Elec,Gas,Wtr,Sewer)	168.48	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	40.63	4223
OFFICE DEPOT	SUPPLIES	Supplies - Office	81.25	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	60.14	4253
OFFICE DEPOT	SUPPLIES & TONER	Supplies - Office	296.51	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	76.09	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	110.84	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	46.14	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	27.60	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	13.41	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	8.92	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	41.10	4253
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE RENTAL - DEC 30, 2011 TO MAR 30, 2012	Rent - Equipment	585.00	4243
ROSENTHAL, MURPHEY, COBLENTZ	SALE OF 7501 CASS/CHASE BANK	Liability Insurance	1,365.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	GREAT DANE TRUCKING PROPERTY SALE	Liability Insurance	105.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	1,785.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	80.19	4219
SHANE'S OFFICE SUPPLY	LOUIS N. MALLERS NAME PLATE - ACCOUNT 4653-0	Supplies - Office	19.00	4253
SUBURBAN LIFE PUBLICATIONS	LEGAL 5735 DAR - 2012 STREET SWEEPING SERVICES	Legal Notices	153.39	4221
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	<u>187.89</u>	4223

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Administration	44,069.15	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BLAND FAMILY	HOLIDAY HOME DECORATING CONTEST	Boards and Commissions	50.00	4205
CHASE CARD SERVICES	MICROPHONES FOR COUNCIL CHAMBERS	Cable Operations	749.23	4206
CHASE CARD SERVICES	COOKIES & BEVERAGES - HOLIDAY LIGHTS TOUR	Trolley Contracts	63.93	4366
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	6,848.00	4219
ILLINOIS STATE POLICE	FINGERPRINTING FEE - MARIANNE C. RUDERMAN TGI FRIDAYS	Boards and Commissions	39.25	4205
JOE & EILEEN VALACH	HOLIDAY HOME DECORATING CONTEST	Boards and Commissions	25.00	4205
LORI & MARK RECZEK	HOLIDAY HOME DECORATING CONTEST	Boards and Commissions	100.00	4205
SANTORE FAMILY	HOLIDAY HOME DECORATING CONTEST	Boards and Commissions	200.00	4205
STANGE-WALLACE FAMILY	HOLIDAY DECORATING CONTEST	Boards and Commissions	25.00	4205
STERLING CODIFIERS, INC.	2012 DARIEN CITY CODE INTERNET HOSTING FEE	Consulting/Professional	500.00	4325
Total City Council			8,600.41	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	COORDINATION & REVISIONS TO ALTA SURVEY	Consulting/Professional	393.77	4325
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW - 7800 CASS	Const/Prof Reimbursable	495.00	4328
CHRISTOPHER B. BURKE ENG, LTD	REVIEW ENGINEERING PLAN DAY CARE CENTER - CROSSROADS	Const/Prof Reimbursable	473.00	4328
DON MORRIS ARCHITECTS P.C.	DECEMBER 2011 PLAN REVIEW & INSPECTIONS	Consulting/Professional	1,390.00	4325
DON MORRIS ARCHITECTS P.C.	DECEMBER 2011 PLAN REVIEW & INSPECTIONS	Const/Prof Reimbursable	1,920.75	4328
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	20,544.00	4219
JOSEPH ALGOZINE	DECEMBER 2011 ELECTRICAL INSPECTIONS	Consulting/Professional	500.00	4325
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1030 JANET	Const/Prof Reimbursable	64.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1402 GREENBRIAR	Const/Prof Reimbursable	70.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1810 71ST STREET	Const/Prof Reimbursable	100.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 1814 MC ADAM	Const/Prof Reimbursable	90.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 326 PLAINFIELD	Const/Prof Reimbursable	110.00	4328



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7210 CAPITOL	Const/Prof Reimbursable	96.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7217 ELEANOR	Const/Prof Reimbursable	110.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7226 POPLAR	Const/Prof Reimbursable	94.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7801 WARWICK	Const/Prof Reimbursable	72.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8001 SAWYER	Const/Prof Reimbursable	90.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8433 CREEKSIDE	Const/Prof Reimbursable	84.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 8506 GLENEYRE	Const/Prof Reimbursable	98.00	4328
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 917 IRONWOOD	Const/Prof Reimbursable	70.00	4328
			26,864.52	
			Total Community Development	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADT SECURITY SYSTEMS, INC.	ALARM SERVICES JANUARY 1 - MARCH 31, 2012	Maintenance - Building	225.14	4223
ADVANTAGE CHEVROLET	REPAIR PARTS FOR PD 8 & 404	Maintenance - Vehicles	107.62	4229
ALL-STAR MAINTENANCE	706 & 710 69TH STREET	Drainage Projects	2,724.25	4374
AMERICAN WATER WORKS ASSOC.	DAVID FELL MEMBERSHIP DUES 3/1/12 - 2/28/13	Training and Education	187.00	4263
AUTO TRUCK GROUP	REPAIR PARTS FOR 104	Maintenance - Vehicles	345.69	4229
AUTO TRUCK GROUP	JOY STICK BOOT COVERS FOR #106	Maintenance - Vehicles	49.70	4229
C & M PIPE & SUPPLY	6-INCH HDPE FOR PD PARKING LOT DRAINAGE PROJECT	Supplies - Other	93.00	4257
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	247.40	4229
CENTRAL SOD FARMS	SOD FOR PD DRAINAGE PROJECT	Supplies - Other	19.20	4257
CHEMSEARCH	DIESEL GUARD	Supplies - Other	907.66	4257
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES BROOKERIDGE BANK STABILIZATION	Consulting/Professional	84.00	4325
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES - TREE TRIMMING EXHIBIT	Consulting/Professional	521.47	4325
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	135.33	4219
COM ED	STREET LIGHTS - ACCOUNT 0267129108	Street Light Oper & Maint.	94.34	4359
COM ED	STREET LIGHTS - ACCOUNT 2343005070	Street Light Oper & Maint.	9.10	4359
CONCRETE CLINIC	1/2 INCH THICK LATH STAKES	Supplies - Other	76.77	4257

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CONCRETE CLINIC	ANTIFREEZE FOR CONCRETE DRAINAGE PROJECT AT PD	Supplies - Other	15.18	4257
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	114.16	4223
EMBASSY REFRESHMENT SERVICE	COFFEE & SUPPLIES	Maintenance - Building	23.97	4223
EXELON ENERGY INC.	STREET LIGHTS - SW CORNER 75TH ST & PLAINFIELD	Street Light Oper & Maint.	1,342.88	4359
FLEETPRIDE	BRAKE PARTS FOR 103	Maintenance - Vehicles	231.64	4229
GRAINGER	POWER WASHER REPAIR PARTS	Maintenance - Equipment	4.95	4225
HOME DEPOT	SUPPLIES	Maintenance - Building	222.41	4223
HOME DEPOT	SUPPLIES	Supplies - Other	415.03	4257
HOME DEPOT	SUPPLIES	Forestry	42.94	4350
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	36,523.00	4219
JEFFREY L. CORNEILS	CDL REIMBURSEMENT	Liability Insurance	60.00	4219
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	507.64	4257
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	535.79	4257
NATIONAL POWER RODDING	DARIEN CLUB & LIMERICK	Rent - Equipment	1,650.92	4243
NICOR GAS	1041 S. FRONTAGE RD - ACCT 90-84-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	645.53	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	75.71	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Vehicles	9.00	4229
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	474.33	4257
O'HARA TRUE VALUE	SUPPLIES	Small Tools & Equipment	11.99	4259
OCCUPATIONAL HEALTH CENTERS	ALCOHOL TEST	Liability Insurance	44.00	4219
OCCUPATIONAL HEALTH CENTERS	RANDOM SCREENING	Liability Insurance	69.00	4219
OCCUPATIONAL HEALTH CENTERS	RANDOM TESTING - DENNIS CABLE	Liability Insurance	69.00	4219
OFFICE DEPOT	SUPPLIES	Supplies - Office	730.37	4253
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR 205	Maintenance - Equipment	127.40	4225
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Equipment	692.41	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
PATTEN INDUSTRIES, INC.	FILTERS	Maintenance - Equipment	104.06	4225
PATTEN INDUSTRIES, INC.	WAINROY FROST RIPPER	Small Tools & Equipment	697.50	4259
PETER J. KILIANEK	CDL REIMBURSEMENT	Liability Insurance	60.00	4219
RED WING SHOES	UNIFORMS	Uniforms	400.50	4269
RIC MAR INDUSTRIES, INC.	GLOVES, SUPER RAGES & ULTRA WASH	Liability Insurance	167.00	4219
RIC MAR INDUSTRIES, INC.	GLOVES, SUPER RAGES & ULTRA WASH	Supplies - Other	252.34	4257
RIC MAR INDUSTRIES, INC.	SPILLY PADS	Supplies - Other	193.63	4257
ROBERT L. SANSFIELD	SMALL TOOLS	Small Tools & Equipment	74.95	4259
ROBERT L. SANSFIELD	SMALL TOOLS	Small Tools & Equipment	63.90	4259
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	126.38	4257
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	225.16	4257
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	137.43	4257
UGX PROPERTY BUILDING SOLUTION	SALTING AT CITY HALL & PD 01-02-12	Maintenance - Building	40.00	4223
UGX PROPERTY BUILDING SOLUTION	SALTING & CLEARING AT CITY HALL & PD	Maintenance - Building	215.00	4223
WILLOWBROOK FORD, INC.	MINUS \$8.68 TAX CHARGED ON 6102717 - REPAIR PARTS	Maintenance - Vehicles	187.95	4229
Total Public Works, Streets			53,412.72	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS FOR PD 8 & 404	Maintenance - Vehicles	819.92	4229
AIR-RITE HEATING & COOLING	HEATING REPAIRS AT 1710 PLAINFIELD	Maintenance - Building	566.20	4223
AIS	WIRELESS ACCESS POINT	Equipment	2,202.00	4815
AIS	COMPUTER SERVICES - CAR PROJECT	Equipment	616.25	4815
ANTON HRUBY	UNIFORM ALLOWANCE	Uniforms	74.97	4269
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	19.17	4229
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	134.85	4217
CHASE CARD SERVICES	SRO REPLACEMENT CAMERA	Investigation and Equipment	79.99	4217
CHASE CARD SERVICES	INVESTIGATION - SPANISH	Investigation and Equipment	52.20	4217
CHASE CARD SERVICES	CANINE FOOD	Investigation and Equipment	121.94	4217
CHASE CARD SERVICES	HOSE CUTTER FOR EVIDENCE	Investigation and Equipment	15.97	4217
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	51.44	4243
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	51.44	4243
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	15.79	4253
CHASE CARD SERVICES	SUPPLIES & TONER	Supplies - Office	162.56	4253
CHASE CARD SERVICES	WIRELESS MOUSE	Supplies - Office	13.02	4253
CHASE CARD SERVICES	NEMRT CLASS	Travel/Meetings	25.95	4265
CHASE CARD SERVICES	GASOLINE	Vehicle (Gas and Oil)	83.33	4273
COMCAST	CABLE BOX - ACCT 8771 20 121 0160978	Telephone	2.10	4267
CRITICAL REACH	2012 ANNUAL FEE - DETECTIVES	Investigation and Equipment	395.00	4217
DARIEN EYE SPECIALISTS	VISION SCREEN - BILL WHITESIDES	Liability Insurance	83.40	4219
DU-COMM	QUARTERLY SHARES	Consulting/Professional	84,517.00	4325
DUPAGE COUNTY ANIMAL CONTROL	BOARD & EUTHANIZE	Animal Control	105.00	4201

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DUPAGE COUNTY CLERK'S OFFICE	ANTONIA M. BROWN NOTARY CERTIFICATION FEE	Dues and Subscriptions	10.00	4213
EDWARD P. RENTKA	UNIFORM ALLOWANCE	Uniforms	66.40	4269
ENVIRONMENTAL SAFETY GROUP	UNIFORM ALLOWANCE - PARKS/POTERASKE	Uniforms	161.40	4269
FIRST SECURITY SYSTEMS	CAMERA SYSTEM	Maintenance - Building	446.50	4223
FRANK'S AUTO GLASS, INC.	REAR WINDSHIELD REPLACEMENT D13 CUST #7686756	Maintenance - Vehicles	240.00	4229
GERALD R. PICCOLI	UNIFORM ALLOWANCE	Uniforms	24.64	4269
GRAINGER	TOWEL DISPENSER	Maintenance - Building	60.89	4223
HOME DEPOT	SUPPLIES	Maintenance - Building	237.57	4223
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	136,962.00	4219
I.R.M.A.	IRMA DEDUCTIBLE & VOLUNTEER INSURANCE	Liability Insurance	114.00	4219
ILLINOIS ASSOC CHIEFS OF POLIC	2012 DUES- CHIEF ERNEST BROWN & DEPUTY CHIEF J. COOPER	Dues and Subscriptions	285.00	4213
ILLINOIS SECRETARY OF STATE	NOTARY PUBLIC COMMISSION-ANTONIA M. BROWN	Dues and Subscriptions	10.00	4213
ILLINOIS SECRETARY OF STATE	TITLE 2000 DODGE DURANGO - DA11-5369	Investigation and Equipment	95.00	4217
ILLINOIS SECRETARY OF STATE	TITLE 2003 CHEVY TRAIL BLAZER - DA116562	Investigation and Equipment	95.00	4217
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - SKWERES	Uniforms	241.80	4269
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - RUMICK	Uniforms	166.60	4269
JUST TIRES	TIRES FOR SQUADS (4)	Maintenance - Vehicles	436.00	4229

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
JUST TIRES	TIRES FOR SQUADS (14)	Maintenance - Vehicles	1,513.12	4229
KING CAR WASH	DECEMBER 2011 CAR WASHES	Maintenance - Vehicles	282.50	4229
LAW ENFORCEMENT RECORDS MGMT.	2012 MEMBERSHIP DUES	Dues and Subscriptions	25.00	4213
LINDA S. PIECZYNSKI	PROSECUTION FEES	Liability Insurance	1,857.50	4219
MACNEIL AUTOMOTIVE PRODUCTS	FLOORLINERS (11)	Equipment	686.95	4815
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	104.90	4265
McMASTER-CARR SUPPLY CO.	AIR FILTERS	Maintenance - Building	213.32	4223
MOORE MEDICAL	INDIVIDUAL PATROL OFFICER KITS (16)	Equipment	656.00	4815
MOTOROLA	8 HOLDERS AND 4 ANTENNAS	Maintenance - Vehicles	193.20	4229
MOTOROLA	VEHICLE MAINTENANCE - RADIO/LTS/SIRENS	Maintenance - Vehicles	258.75	4229
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREENING	Liability Insurance	(69.00)	4219
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREENING	Liability Insurance	44.00	4219
PERSONNEL STRATEGIES	SCOTT POLAN	Auxiliary Police	425.00	4203
PERSONNEL STRATEGIES	ARBEN SYLEJMANI	Auxiliary Police	425.00	4203
PERSONNEL STRATEGIES	PRE-EMPLOYMENT PSYCHOLOGICAL ASSESSMENT - ALEX FOLAMI	Auxiliary Police	425.00	4203
RATHBUN, CSERVENYAK & KOZOL	ADMINISTRATIVE LAW JUDGE HEARINGS	Liability Insurance	937.50	4219
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHIEF BROWN	Uniforms	108.90	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHIEF BROWN	Uniforms	341.05	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - COOPER	Uniforms	114.85	4269

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - CHEAURE	Uniforms	59.90	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - CHIEF BROWN	Uniforms	120.90	4269
RAY O'HERRON CO. INC.	RETIRED 357 BADGE	Uniforms	85.92	4269
RCM DATA CORPORATION	TWO COLOR CARTRIDGES	Supplies - Office	409.98	4253
ROSENTHAL, MURPHEY, COBLENTZ	ADDITIONAL TRAFFIC PROSECUTIONS	Liability Insurance	2,467.50	4219
S.E.D.C.O.M.	JANUARY 2012 ASSESSMENT	Contractual Services	2,025.33	4370
SAM'S CLUB	SUPPLIES	Investigation and Equipment	19.96	4217
SAM'S CLUB	SUPPLIES	Public Relations	20.98	4239
SAM'S CLUB	SUPPLIES	Supplies - Office	11.39	4253
SAM'S CLUB	SUPPLIES	Travel/Meetings	31.05	4265
SAM'S CLUB	SUPPLIES	Travel/Meetings	19.54	4265
SAM'S CLUB	SUPPLIES	Travel/Meetings	45.41	4265
STEVEN J. REED	OAF FUNDS FOR INVESTIGATION	Investigation and Equipment	200.00	4217
Steven Reed	OAF FUNDS FOR 01-09-12 INVESTIGATION	Investigation and Equipment	0.00	4217
ULTRA STROBE COMMUNICATIONS	REMOVAL OF EQUIPMENT	Equipment	225.00	4815
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	122.05	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	78.19	4223
VERIZON WIRELESS	EVDO	Telephone	798.21	4267
WESTMONT SHELL	TOW DODGE DURANGO 2000 CASE 11-5369	Investigation and Equipment	150.00	4217
WESTMONT SHELL	TWO 2003 CHEVY TRAIL BLAZER CASE DA11-6562	Investigation and Equipment	150.00	4217
WILLOWBROOK FORD, INC.	D21 REPAIR	Maintenance - Vehicles	642.25	4229
WILLOWBROOK FORD, INC.	D3 REPAIRS	Maintenance - Vehicles	89.95	4229



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WILLOWBROOK FORD, INC.	MINUS \$8.68 TAX CHARGED ON 6102717 - REPAIR PARTS	Maintenance - Vehicles	377.34	4229
		Total Police Department	246,556.68	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - JAN. 1 - 31, 2012	Maintenance - Equipment	103.87	4225
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	3,459.00	4219
NICOR GAS	7515 S. CASS, UNIT J - ACCT 43-44-83-6184 0	Utilities (Elec, Gas, Wtr, Sewer)	47.93	4271
NICOR GAS	7515 S. CASS, UNIT - ACCT 40-53-48 5251 8	Utilities (Elec, Gas, Wtr, Sewer)	293.26	4271
UGX PROPERTY BUILDING SOLUTION	HERITAGE CENTER PARKING LOT SALTING	Maintenance - Grounds	75.00	4227
UGX PROPERTY BUILDING SOLUTION	HERITAGE CENTER PARKING LOT SALTING - DEC 9 & 17, 2011	Maintenance - Grounds	150.00	4227
			4,129.06	
			Total Business District	
			383,632.54	
			Total General Fund	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADT SECURITY SYSTEMS, INC.	ALARM SERVICES JANUARY 1 - MARCH 31, 2012	Maintenance - Building	225.15	4223
ADVANTAGE CHEVROLET	REPAIR PARTS FOR PD 8 & 404	Maintenance - Equipment	35.59	4225
ASSOCIATED TECHNICAL SERVICES	LOCATE LEAK AT 1622 OLD OAK PLACE	Leak Detection	552.50	4326
BEST QUALITY CLEANING, INC.	JANUARY 2012 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	598.89	4267
CHASE CARD SERVICES	CONFERENCE REGISTRATION - BEATTY	Training and Education	150.00	4263
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID PLAINFIELD & MANNING - ACCT 0437036069	Liability Insurance Utilities (Elec,Gas,Wtr,Sewer)	135.34 62.53	4219 4271
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	114.17	4223
DUPAGE COUNTY PUBLIC WORKS	WATER PAYMENT FOR 7801 WARWICK	Data Processing	1,051.74	4336
EMBASSY REFRESHMENT SERVICE	COFFEE & SUPPLIES	Maintenance - Building	23.97	4223
EXELON ENERGY INC.	2101 W. 75TH STREET	Utilities (Elec,Gas,Wtr,Sewer)	48.01	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY	Utilities (Elec,Gas,Wtr,Sewer)	259.93	4271
EXELON ENERGY INC.	1220 PLAINFIELD ROAD	Utilities (Elec,Gas,Wtr,Sewer)	1,691.40	4271
EXELON ENERGY INC.	9S720 LEMONT ROAD	Utilities (Elec,Gas,Wtr,Sewer)	194.08	4271
EXELON ENERGY INC.	18W736 MANNING	Utilities (Elec,Gas,Wtr,Sewer)	113.71	4271
GRAINGER	POWER WASHER REPAIR PARTS	Maintenance - Equipment	4.95	4225
HACH COMPANY	SPADNS & REAGENT SET FOR CL17	Quality Control	249.56	4241
HD SUPPLY WATERWORKS	BLUE MARKING FLAGS	Maintenance - Water System	82.90	4231
HD SUPPLY WATERWORKS	6-INCH REPAIR CLAMP	Maintenance - Water System	137.10	4231
HD SUPPLY WATERWORKS	6-IN & 8-IN REPAIR CLAMPS	Maintenance - Water System	304.51	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	B-BOX LIDS	Maintenance - Water System	30.06	4231
HOME DEPOT	SUPPLIES	Maintenance - Building	1,164.91	4223
HOME DEPOT	SUPPLIES	Maintenance - Building	179.93	4223
HOME DEPOT	SUPPLIES	Maintenance - Equipment	18.54	4225
HOME DEPOT	SUPPLIES	Maintenance - Water System	164.34	4231
I.R.M.A.	IRMA DEDUCTIBLE & VOLUNTEER INSURANCE	Liability Insurance	287.20	4219
I.R.M.A.	2012 ANNUAL CONTRIBUTION	Liability Insurance	114,135.00	4219
LAWSON PRODUCTS INCORPORATED	5/1-11X2-1/4 HEX CAP SCREW 316 STAINLESS	Maintenance - Water System	342.00	4231
NICOR GAS	1041 S. FRONTAGE RD - ACCT 90-84-11-1000 1	Utilities (Elec, Gas, Wtr, Sewer)	645.53	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	Utilities (Elec, Gas, Wtr, Sewer)	194.52	4271
NICOR GAS	1897 MANNING DR - ACCT 12-34-41-1000 7	Utilities (Elec, Gas, Wtr, Sewer)	87.12	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE ACCT 05-00-21-1000 4	Utilities (Elec, Gas, Wtr, Sewer)	258.62	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	222.01	4223
PATTEN INDUSTRIES, INC.	WAINROY FROST RIPPER	Maintenance - Water System	697.50	4231
RED WING SHOES	UNIFORMS	Uniforms	300.49	4269
RIC MAR INDUSTRIES, INC.	GLOVES, SUPER RAGES & ULTRA WASH	Liability Insurance	167.00	4219
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	108.00	4241
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	204.00	4241
TESTING SERVICES CORP	TESTING OF MAIN BREAK WASTE AT 805 PLAINFIELD	Maintenance - Water System	1,313.80	4231

**CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
VILLAGE OF WOODRIDGE	WATER USAGE - DARIEN WOODRIDGE FIRE & SHELL GAS ON LEMONT	Data Processing	1,393.61	4336
VILLAGE OF WOODRIDGE	BALANCE DUE FOR WATER USAGE-DARIEN-WOO... & SHELL	Data Processing	127.89	4336
		Total Public Works, Water	128,686.10	
		Total Water Fund	128,686.10	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 12/20/2011 Through 1/16/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
QUARRY MATERIALS	COLD PATCH	Road Material	826.14	4245
QUARRY MATERIALS	COLD PATCH	Road Material	779.10	4245
VULCAN CONSTRUCTION MATERIALS	CA7 STONE	Road Material	872.05	4245
		Total MFT Expenses	2,477.29	
		Total Motor Fuel Tax	2,477.29	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 12/20/2011 Through 1/16/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DAS ENTERPRISES, INC.	TOP SOIL FOR HIGH ROAD PROJECT	Ditch Projects	2,640.00	4376
		Total Capital Fund Expenditures	2,640.00	
		Total Capital Improvement Fund	2,640.00	
Report Total			517,435.93	

01/24/12

\$1,771.64

\$0.00

\$354.00

CHASE

Account number: [REDACTED]

\$

1771.64

Make your check payable to:  
Chase Card Services.  
Please write amount enclosed.  
New address or e-mail? Print on back.

18640 BEX Z 212 C  
BRYON VANA  
CITY OF DARIEN  
1702 PLAINFIELD RD  
DARIEN IL 60561-5044



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



## BUSINESS CARD STATEMENT

Customer Service  
1-800-346-5538

Additional contact  
information on back →

## ACCOUNT SUMMARY

Account Number: [REDACTED]

Previous Balance	\$1,607.84
Payment, Credits	-\$1,607.84
Purchases	+\$1,771.64
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$1,771.64</b>

## PAYMENT INFORMATION

New Balance	\$1,771.64
Payment Due Date	01/24/12
Minimum Payment Due	\$354.00

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

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

Opening/Closing Date	12/03/11 - 01/02/12
Total Credit Line	\$100,000
Available Credit	\$98,228
Cash Access Line	\$20,000
Available for Cash	\$20,000

## FLEXIBLE REWARDS SUMMARY

Previous points balance	34,604
Points earned on purchases this period	1,772
<b>New total points balance</b>	<b>36,376</b>

Every time you use your Chase Business card with Flexible Rewards Select, you are on your way to earning great rewards. You earn 1 point per \$1 spent on all purchases and there's no cap on how many points you can earn and points never expire. Add employees and earn rewards even faster! You can redeem your points for airline tickets, gift certificates to leading merchants, top quality merchandise or cash. Check out the entire rewards collection and redeem your points online at [www.chase.com/businesscard](http://www.chase.com/businesscard).

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
12/21	Payment Thank You - Image Check BRYON VANA TRANSACTIONS THIS CYCLE ( [REDACTED] ) -\$1,607.84 INCLUDING PAYMENTS RECEIVED	-1,607.84
12/15	PAYPAL *ILLINOISRUR 402-935-7733 IL DANIEL GOMBAC 02-50-4263 Conference Registration - Betty TRANSACTIONS THIS CYCLE ( [REDACTED] ) \$150.00	150.00
12/08	PETSMART INC 422 DARIEN IL 01-40-4217 X-9700D	121.94
12/20	THE HOME DEPOT 1905 DARIEN IL 01-40-4217 Hose cutter for w/ Dancer	15.97
12/28	EXXONMOBIL 97474118 LAKE IN THE HIL 01-40-4273 Gas in fill up SARAH FALCO TRANSACTIONS THIS CYCLE ( [REDACTED] ) \$221.24	83.33
12/02	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective internet searches	134.85
12/01	DUNKIN #340181 Q35 DARIEN IL 01-40-4265 NEMRT Class	25.95
12/05	AMERICAN MESSAGING 888-247-7890 TX 01-40-4243 Page Rental	51.44
12/06	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	15.79
12/08	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies & toner	162.56
12/14	OFFICE MAX 800-283-7674 IL 01-40-4217 SR0 Replacement Camera	79.99
12/15	AMERICAN MESSAGING 888-247-7890 TX 01-40-4243 Page Rental	51.44
12/18	TARGET 00012198 LEMONT IL 01-40-4253 Wireless Mouse CAROL KOPTA TRANSACTIONS THIS CYCLE ( [REDACTED] ) \$535.04	13.02
12/17	LANGUAGELINE.COM/WEBPIL 800-7526096 CA 01-40-4217 Investigation - SPANISH	52.20



**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	JOHN COOPER TRANSACTIONS THIS CYCLE (██████████) \$52.20	
12/20	JEWEL #3123 DARIEN IL 61-12-4366 Cook & Driller - Hotel 200 lights Tour	63.93
12/28	B & H PHOTO-VIDEO.COM 800-9479950 NY 61-12-4266 Microphones - Council Chambers	749.23
	SCOTT COREN TRANSACTIONS THIS CYCLE (██████████) \$813.16	

2012 Totals Year-to-Date	
Total fees charged in 2012	\$0.00
Total interest charged in 2012	\$0.00

Year-to-date totals reflect all charges minus any refunds applied to your account.

**INTEREST CHARGES**

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	13.24% (v)	-0-	-0-
<b>CASH ADVANCES</b>			
Cash advances	19.24% (v)	-0-	-0-
<b>BALANCE TRANSFERS</b>			
Balance transfers	13.24% (v)	-0-	-0-

(v) = Variable Rate

31 Days in Billing Period

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

**CITY OF DARIEN**  
**REVENUE AND EXPENDITURE REPORT SUMMARY**  
**December 31, 2011**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 819,221	\$ 10,241,420	\$ 12,335,784
Expenditures	\$ 1,485,287	\$ 8,547,581	\$ 12,794,419

Audited 5/1/11 Opening Fund Balance: \$ 4,461,410  
Transfer to Capital Fund \$ (3,000,000)  
Current Fund Balance: \$ 3,155,249

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 790,682	\$ 3,122,376	\$ 4,517,159
Expenditures	\$ 560,471	\$ 2,710,469	\$ 4,687,929

Audited 5/1/11 Cash Balance \$ 1,350,682  
Current Cash Balance: \$ 1,762,588

**MOTOR FUEL TAX FUND - (03)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 49,861	\$ 479,317	\$ 555,250
Expenditures	\$ 28,352	\$ 465,332	\$ 586,030

Audited 5/1/11 Opening Fund Balance: \$ 80,990  
Current Fund Balance: \$ 94,975

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 65	\$ 997	\$ -
Expenditures	\$ -	\$ 35,494	\$ 47,540

Audited 5/1/11 Cash Balance \$ 134,503  
Current Cash Balance: \$ 100,006

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 7,832	\$ 3,868,331	\$ 3,200,770
Expenditures	\$ 231,802	\$ 2,241,187	\$ 2,387,098

Audited 5/1/11 Opening Fund Balance: \$ 114,693  
Current Fund Balance: \$ 1,741,838

**CAPITAL PROJECTS DEBT SERVICE FUND (35)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ (3,864)	\$ 104,880	\$ 104,300
Expenditures	\$ 52,000	\$ 104,375	\$ 104,500

Audited 5/1/11 Opening Fund Balance: \$ 2,202  
Current Fund Balance: \$ 2,706

	Current Actual Year to Date	Current Budgeted F.Y.E. '12	Prior Year Actual Through Dec 10
Property Tax Collections	\$ 2,315,463	\$ 2,310,057	\$ 2,285,049
Sales Tax Collections	\$ 3,268,435	\$ 4,550,000	\$ 2,955,913

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	11,895.93	10,287.00	2,004,303.14	2,000,287.00	2,000,287.00	4,016.14	(0.20)%
Real Estate Taxes - Prior	3111	0.00	0.00	4.38	0.00	0.00	4.38	0.00%
Road and Bridge Tax	3120	1,101.06	1,000.00	185,852.74	183,000.00	185,000.00	852.74	(0.46)%
Municipal Utility Tax	3130	64,737.95	60,000.00	678,774.90	680,000.00	1,040,000.00	(361,225.10)	34.73%
Amusement Tax	3140	5,655.15	8,750.00	64,307.53	70,000.00	105,000.00	(40,692.47)	38.75%
Hotel/Motel Tax	3150	1,732.27	2,583.33	25,552.12	20,666.64	31,000.00	(5,447.88)	17.57%
Personal Property Tax	3425	219.50	467.50	3,447.93	3,740.00	5,610.00	(2,162.07)	38.53%
Total Taxes		85,341.86	83,087.83	2,962,242.74	2,957,693.64	3,366,897.00	(404,654.26)	12.02%
License, Permits, Fees								
Business Licenses	3210	117.50	0.00	6,157.50	5,250.00	44,000.00	(37,842.50)	86.00%
Liquor License	3212	0.00	1,000.00	50,000.00	41,000.00	42,650.00	7,350.00	(17.23)%
Contractor Licenses	3214	420.00	0.00	11,700.00	12,000.00	15,000.00	(3,300.00)	22.00%
Court Fines	3216	9,960.32	15,833.33	95,538.70	126,666.64	190,000.00	(94,461.30)	49.71%
Towing Fees	3217	8,500.00	0.00	44,882.50	0.00	0.00	44,882.50	0.00%
Booking Fees	3218	0.00	0.00	2,400.00	0.00	0.00	2,400.00	0.00%
Ordinance Fines	3230	3,735.00	2,916.67	18,020.00	23,333.36	35,000.00	(16,980.00)	48.51%
Building Permits and Fees	3240	8,186.80	0.00	43,885.80	57,500.00	60,000.00	(16,114.20)	26.85%
Telecommunication Taxes	3242	78,650.63	83,166.67	643,260.05	665,333.36	998,000.00	(354,739.95)	35.54%
Cable T.V. Franchise Fee	3244	0.00	0.00	233,361.25	210,000.00	300,000.00	(66,638.75)	22.21%
PEG - Fees - AT&T	3245	0.00	0.00	9,186.87	0.00	0.00	9,186.87	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	0.00	40,000.00	(40,000.00)	100.00%
Public Hearing Fees	3250	360.00	500.00	4,935.00	3,800.00	5,000.00	(65.00)	1.30%
Elevator Inspections	3255	0.00	0.00	2,480.00	1,500.00	3,500.00	(1,020.00)	29.14%
Public Improvement Permit Fee	3260	0.00	0.00	(125.00)	0.00	0.00	(125.00)	0.00%
Engineering/Prof Fee Reimb	3265	2,305.58	4,166.67	23,382.99	33,333.36	50,000.00	(26,617.01)	53.23%
Legal Fee Reimbursement	3266	0.00	41.67	0.00	333.36	500.00	(500.00)	100.00%
D.U.I. Technology Fines	3267	1,177.33	833.33	5,225.08	6,666.64	10,000.00	(4,774.92)	47.74%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Police Special Service	3268	13,010.09	8,333.33	90,855.86	66,666.64	100,000.00	(9,144.14)	9.14%
Stormwater Management Fees	3270	0.00	0.00	50.00	0.00	0.00	50.00	0.00%
Total License, Permits, Fees		126,423.25	116,791.67	1,285,196.60	1,253,383.36	1,893,650.00	(608,453.40)	32.13%
Charges for Services								
Inspections/Tap on/Permits	3320	0.00	0.00	900.00	0.00	0.00	900.00	0.00%
Total Charges for Services		0.00	0.00	900.00	0.00	0.00	900.00	0.00%
Intergovernmental								
State Income Tax	3410	117,499.14	100,000.00	1,112,127.56	1,150,000.00	1,589,971.00	(477,843.44)	30.05%
Local Use Tax	3420	20,731.48	19,564.50	208,334.36	156,516.00	234,774.00	(26,439.64)	11.26%
Sales Taxes	3430	410,183.79	375,000.00	3,268,435.48	2,940,000.00	4,550,000.00	(1,281,564.52)	28.16%
Total Intergovernmental		548,414.41	494,564.50	4,588,897.40	4,246,516.00	6,374,745.00	(1,785,847.60)	28.01%
Other Revenue								
Interest Income	3510	1,792.23	833.33	15,192.94	6,666.64	10,000.00	5,192.94	(51.92)%
Gain/Loss on Investment	3515	(49.01)	0.00	12.86	0.00	0.00	12.86	0.00%
Water Share Expense	3520	20,833.34	20,833.33	166,666.72	166,666.64	250,000.00	(83,333.28)	33.33%
Police Report/Prints	3534	320.00	375.00	4,430.00	3,000.00	4,500.00	(70.00)	1.55%
DARE Contribution	3536	0.00	0.00	500.00	0.00	0.00	500.00	0.00%
Grants	3560	0.00	0.00	301.64	0.00	0.00	301.64	0.00%
Rents	3561	(1,502.37)	15,082.67	167,081.28	120,661.36	180,992.00	(13,910.72)	7.68%
Other Reimbursements	3562	21,469.89	8,333.33	137,801.21	66,666.64	100,000.00	37,801.21	(37.80)%
Residential Concrete Reimb	3563	0.00	0.00	145,122.62	0.00	0.00	145,122.62	0.00%
Mail Box Reimbursement Program	3569	145.76	0.00	1,834.99	0.00	0.00	1,834.99	0.00%
Sales of Wood Chips	3572	0.00	0.00	3,740.00	0.00	0.00	3,740.00	0.00%
Sale of Equipment	3575	14.29	0.00	18,865.36	0.00	0.00	18,865.36	0.00%
Reimbursement - Workers Comp	3577	0.00	0.00	59,471.67	0.00	0.00	59,471.67	0.00%
Miscellaneous Revenue	3580	2,026.77	833.33	87,593.44	6,666.64	10,000.00	77,593.44	(775.93)%
Loan Proceeds	3955	0.00	0.00	483,465.90	0.00	0.00	483,465.90	0.00%
Total Other Revenue		45,050.90	46,290.99	1,292,080.63	370,327.92	555,492.00	736,588.63	(132.60)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Revenue	805,230.42	740,734.99	10,129,317.37	8,827,920.92	12,190,784.00	(2,061,466.63)	16.91%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Charges for Services								
Water Sales	3310	783,536.97	800,000.00	3,087,549.43	3,136,159.00	4,501,159.00	(1,413,609.57)	31.40%
Inspections/Tap on/Permits	3320	1,425.00	333.33	11,285.00	2,666.64	4,000.00	7,285.00	(182.12)%
Sale of Meters	3325	0.00	291.67	2,436.37	2,333.36	3,500.00	(1,063.63)	30.38%
Other Water Sales	3390	4,290.42	375.00	8,604.82	3,000.00	4,500.00	4,104.82	(91.21)%
Total Charges for Services		<u>789,252.39</u>	<u>801,000.00</u>	<u>3,109,875.62</u>	<u>3,144,159.00</u>	<u>4,513,159.00</u>	<u>(1,403,283.38)</u>	<u>31.09%</u>
Other Revenue								
Interest Income	3510	1,429.97	333.33	12,499.96	2,666.64	4,000.00	8,499.96	(212.49)%
Total Other Revenue		<u>1,429.97</u>	<u>333.33</u>	<u>12,499.96</u>	<u>2,666.64</u>	<u>4,000.00</u>	<u>8,499.96</u>	<u>(212.50)%</u>
Total Revenue		<u>790,682.36</u>	<u>801,333.33</u>	<u>3,122,375.58</u>	<u>3,146,825.64</u>	<u>4,517,159.00</u>	<u>(1,394,783.42)</u>	<u>30.88%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 49,834.25	46,270.84	478,709.60	370,166.72	555,250.00	(76,540.40)	13.78%
Total Intergovernmental	49,834.25	46,270.84	478,709.60	370,166.72	555,250.00	(76,540.40)	13.78%
Other Revenue							
Interest Income	3510 26.28	0.00	607.31	0.00	0.00	607.31	0.00%
Total Other Revenue	26.28	0.00	607.31	0.00	0.00	607.31	0.00%
Total Revenue	49,860.53	46,270.84	479,316.91	370,166.72	555,250.00	(75,933.09)	13.68%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 13.77	0.00	117.42	0.00	0.00	117.42	0.00%
Total Other Revenue	13.77	0.00	117.42	0.00	0.00	117.42	0.00%
Total Revenue	13.77	0.00	117.42	0.00	0.00	117.42	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	101.69	0.00	4,929.62	5,000.00	5,000.00	(70.38)	1.40%
Real Estate Taxes - Prior	3111	0.00	0.00	49.80	0.00	0.00	49.80	0.00%
Total Taxes		101.69	0.00	4,979.42	5,000.00	5,000.00	(20.58)	0.41%
Other Revenue								
Interest Income	3510	12.02	0.00	100.89	0.00	0.00	100.89	0.00%
Total Other Revenue		12.02	0.00	100.89	0.00	0.00	100.89	0.00%
Total Revenue		113.71	0.00	5,080.31	5,000.00	5,000.00	80.31	(1.61)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Forfeiture Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period		Current Year	YTD Budget	Total Budget	Total Budget	Percent	
	Actual	Budget	Actual			Variance	Total	
							Budget	
							Remaining	
Revenue								
Other Revenue								
Interest Income	3510	6.35	0.00	49.56	0.00	0.00	49.56	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	1,396.84	0.00	0.00	1,396.84	0.00%
Total Other Revenue		6.35	0.00	1,446.40	0.00	0.00	1,446.40	0.00%
Total Revenue		6.35	0.00	1,446.40	0.00	0.00	1,446.40	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Interest Income	3510	85.72	0.00	985.49	0.00	0.00	985.49	0.00%
Gain/Loss on Investment	3515	(21.01)	0.00	11.05	0.00	0.00	11.05	0.00%
Total Other Revenue	<u>64.71</u>	<u>0.00</u>	<u>996.54</u>	<u>0.00</u>	<u>0.00</u>	<u>996.54</u>	<u>0.00%</u>	
Total Revenue	64.71	0.00	996.54	0.00	0.00	996.54	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Darien Area Dispatch Center**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 560.00	0.00	5,200.02	0.00	0.00	5,200.02	0.00%
Total Other Revenue	<u>560.00</u>	<u>0.00</u>	<u>5,200.02</u>	<u>0.00</u>	<u>0.00</u>	<u>5,200.02</u>	<u>0.00%</u>
Total Revenue	560.00	0.00	5,200.02	0.00	0.00	5,200.02	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Seizures Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 16.42	0.00	126.29	0.00	0.00	126.29	0.00%
Total Other Revenue	16.42	0.00	126.29	0.00	0.00	126.29	0.00%
Total Revenue	16.42	0.00	126.29	0.00	0.00	126.29	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Road Improvement Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 6.28	0.00	53.55	0.00	0.00	53.55	0.00%
Total Other Revenue	6.28	0.00	53.55	0.00	0.00	53.55	0.00%
Total Revenue	6.28	0.00	53.55	0.00	0.00	53.55	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 5,743.38	0.00	201,515.26	200,770.00	200,770.00	745.26	(0.37)%
Total Taxes	5,743.38	0.00	201,515.26	200,770.00	200,770.00	745.26	(0.37)%
Other Revenue							
Interest Income	3510 2,088.94	0.00	9,940.78	0.00	0.00	9,940.78	0.00%
Sale of Property	3573 0.00	0.00	656,875.00	0.00	0.00	656,875.00	0.00%
Transfer from Other Funds	3612 0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Other Revenue	2,088.94	0.00	3,666,815.78	3,000,000.00	3,000,000.00	666,815.78	(22.23)%
Total Revenue	7,832.32	0.00	3,868,331.04	3,200,770.00	3,200,770.00	667,561.04	(20.86)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 (3,926.26)	0.00	104,664.89	104,000.00	104,000.00	664.89	(0.63)%
Total Taxes	(3,926.26)	0.00	104,664.89	104,000.00	104,000.00	664.89	(0.64)%
Other Revenue							
Interest Income	3510 62.24	25.00	214.99	200.00	300.00	(85.01)	28.33%
Total Other Revenue	62.24	25.00	214.99	200.00	300.00	(85.01)	28.34%
Total Revenue	(3,864.02)	25.00	104,879.88	104,200.00	104,300.00	579.88	(0.56)%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Rents	3561 13,300.00	11,916.67	106,784.13	95,333.36	143,000.00	(36,215.87)	25.32%
Maintenance - Reimbursable	3567 318.00	166.67	2,626.00	1,333.36	2,000.00	626.00	(31.30)%
Operations Revenue	3576 372.13	0.00	2,692.89	0.00	0.00	2,692.89	0.00%
Total Other Revenue	<u>13,990.13</u>	<u>12,083.34</u>	<u>112,103.02</u>	<u>96,666.72</u>	<u>145,000.00</u>	<u>(32,896.98)</u>	<u>22.69%</u>
Total Revenue	13,990.13	12,083.34	112,103.02	96,666.72	145,000.00	(32,896.98)	22.69%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	48,805.44	48,692.28	304,744.75	292,153.68	422,000.00	117,255.25	27.78%
Overtime	4030	0.00	0.00	0.00	3,000.00	4,000.00	4,000.00	100.00%
<b>Total Salaries</b>		<b>48,805.44</b>	<b>48,692.28</b>	<b>304,744.75</b>	<b>295,153.68</b>	<b>426,000.00</b>	<b>121,255.25</b>	<b>28.46%</b>
<b>Benefits</b>								
Social Security	4110	1,934.36	2,723.07	15,745.28	16,338.42	23,600.00	7,854.72	33.28%
Medicare	4111	722.04	692.28	4,469.85	4,153.68	6,000.00	1,530.15	25.50%
I.M.R.F.	4115	6,060.98	4,125.00	37,665.94	33,000.00	49,500.00	11,834.06	23.90%
Medical/Life Insurance	4120	4,792.24	5,735.42	39,838.79	45,883.36	68,825.00	28,986.21	42.11%
Supplemental Pensions	4135	2,862.71	1,916.67	16,620.69	15,333.36	23,000.00	6,379.31	27.73%
<b>Total Benefits</b>		<b>16,372.33</b>	<b>15,192.44</b>	<b>114,340.55</b>	<b>114,708.82</b>	<b>170,925.00</b>	<b>56,584.45</b>	<b>33.10%</b>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	0.00	204.17	1,315.95	1,633.36	2,450.00	1,134.05	46.28%
Liability Insurance	4219	(22,261.31)	1,500.00	14,617.95	10,950.00	52,900.00	38,282.05	72.36%
Legal Notices	4221	1,522.98	1,000.00	5,940.63	5,650.00	8,000.00	2,059.37	25.74%
Maintenance - Building	4223	857.55	916.67	2,913.06	7,333.36	11,000.00	8,086.94	73.51%
Maintenance - Equipment	4225	4,101.88	1,083.33	7,189.51	8,666.64	13,000.00	5,810.49	44.69%
Maintenance - Grounds	4227	0.00	583.33	799.18	4,666.64	7,000.00	6,200.82	88.58%
Maintenance - Vehicles	4229	65.51	0.00	169.99	0.00	0.00	(169.99)	0.00%
Postage/Mailings	4233	13.56	850.00	1,569.93	3,225.00	5,200.00	3,630.07	69.80%
Printing and Forms	4235	42.00	195.83	2,036.48	2,316.64	4,000.00	1,963.52	49.08%
Public Relations	4239	3,145.27	2,333.33	12,771.08	18,666.64	28,000.00	15,228.92	54.38%
Rent - Equipment	4243	585.00	750.00	1,755.00	1,400.00	2,400.00	645.00	26.87%
Supplies - Office	4253	1,947.95	916.67	5,633.77	7,333.36	11,000.00	5,366.23	48.78%
Supplies - Other	4257	0.00	250.00	328.49	2,000.00	3,000.00	2,671.51	89.05%
Training and Education	4263	300.00	375.00	598.00	3,000.00	4,500.00	3,902.00	86.71%
Travel/Meetings	4265	0.00	166.67	105.86	1,333.36	2,000.00	1,894.14	94.70%
Telephone	4267	4,505.61	5,125.00	30,493.18	41,000.00	61,500.00	31,006.82	50.41%
Utilities (Elec,Gas,Wtr,Sewer)	4271	335.44	291.67	1,715.61	2,333.36	3,500.00	1,784.39	50.98%
Vehicle (Gas and Oil)	4273	458.27	658.33	4,577.36	5,266.64	7,900.00	3,322.64	42.05%
ESDA	4279	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 12/1/2011 Through 12/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Materials and Supplies	(4,380.29)	17,200.00	94,531.03	128,775.00	229,350.00	134,818.97	58.78%
Contractual							
Audit	4320 0.00	0.00	11,675.00	11,650.00	11,650.00	(25.00)	(0.21)%
Consulting/Professional	4325 285.95	7,829.17	50,719.79	62,633.36	93,950.00	43,230.21	46.01%
Conslt/Prof Reimbursable	4328 (1,058.04)	0.00	(11.29)	0.00	0.00	11.29	0.00%
Contingency	4330 0.00	833.33	2,902.45	6,666.64	10,000.00	7,097.55	70.97%
Janitorial Service	4345 1,182.00	1,375.00	8,274.00	11,000.00	16,500.00	8,226.00	49.85%
Total Contractual	409.91	10,037.50	73,559.95	91,950.00	132,100.00	58,540.05	44.31%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Other Charges	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Expenditures	61,207.39	91,122.22	3,587,176.28	3,630,587.50	3,958,375.00	371,198.72	9.38%
Total	(61,207.39)	(91,122.22)	(3,587,176.28)	(3,630,587.50)	(3,958,375.00)	(371,198.72)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.08	28,200.00	28,496.64	42,745.00	14,545.00	34.02%
Total Salaries		3,562.50	3,562.08	28,200.00	28,496.64	42,745.00	14,545.00	34.03%
Benefits								
Social Security	4110	220.88	221.67	1,748.44	1,773.36	2,660.00	911.56	34.26%
Medicare	4111	51.67	51.67	409.00	413.36	620.00	211.00	34.03%
I.M.R.F.	4115	0.00	158.33	35.67	1,266.64	1,900.00	1,864.33	98.12%
Total Benefits		272.55	431.67	2,193.11	3,453.36	5,180.00	2,986.89	57.66%
Materials and Supplies								
Boards and Commissions	4205	400.00	208.33	1,010.40	1,666.64	2,500.00	1,489.60	59.58%
Cable Operations	4206	0.00	208.33	0.00	1,666.64	2,500.00	2,500.00	100.00%
Liability Insurance	4219	33,011.87	2,671.67	33,011.87	21,373.36	42,060.00	9,048.13	21.51%
Public Relations	4239	382.50	750.00	1,142.90	1,500.00	1,500.00	357.10	23.80%
Travel/Meetings	4265	28.00	62.50	392.00	500.00	750.00	358.00	47.73%
Total Materials and Supplies		33,822.37	3,900.83	35,557.17	26,706.64	49,310.00	13,752.83	27.89%
Contractual								
Consulting/Professional	4325	21,970.00	2,250.00	22,383.00	18,000.00	27,000.00	4,617.00	17.10%
Trolley Contracts	4366	0.00	0.00	0.00	0.00	900.00	900.00	100.00%
Total Contractual		21,970.00	2,250.00	22,383.00	18,000.00	27,900.00	5,517.00	19.77%
Total Expenditures		59,627.42	10,144.58	88,333.28	76,656.64	125,135.00	36,801.72	29.41%
Total		(59,627.42)	(10,144.58)	(88,333.28)	(76,656.64)	(125,135.00)	(36,801.72)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	30,431.40	31,211.52	190,385.20	187,269.12	270,500.00	80,114.80	29.61%
Overtime	4030	0.00	83.33	0.00	666.64	1,000.00	1,000.00	100.00%
Total Salaries		30,431.40	31,294.85	190,385.20	187,935.76	271,500.00	81,114.80	29.88%
Benefits								
Social Security	4110	937.62	1,730.76	9,950.49	10,384.56	15,000.00	5,049.51	33.66%
Medicare	4111	430.57	455.76	2,678.24	2,734.56	3,950.00	1,271.76	32.19%
I.M.R.F.	4115	3,618.29	2,675.00	22,636.81	21,400.00	32,100.00	9,463.19	29.48%
Medical/Life Insurance	4120	3,047.26	3,083.33	23,916.14	24,666.64	37,000.00	13,083.86	35.36%
Supplemental Pensions	4135	415.65	300.00	2,215.50	2,400.00	3,600.00	1,384.50	38.45%
Total Benefits		8,449.39	8,244.85	61,397.18	61,585.76	91,650.00	30,252.82	33.01%
Materials and Supplies								
Boards and Commissions	4205	389.50	200.00	1,111.50	1,600.00	2,400.00	1,288.50	53.68%
Dues and Subscriptions	4213	0.00	0.00	453.00	500.00	750.00	297.00	39.60%
Liability Insurance	4219	550.00	250.00	1,285.00	2,750.00	46,750.00	45,465.00	97.25%
Maintenance - Vehicles	4229	0.00	158.33	106.50	1,266.64	1,900.00	1,793.50	94.39%
Postage/Mailings	4233	0.00	0.00	960.00	0.00	0.00	(960.00)	0.00%
Printing and Forms	4235	0.00	216.67	51.50	1,733.36	2,600.00	2,548.50	98.01%
Supplies - Office	4253	0.00	37.50	21.10	300.00	450.00	428.90	95.31%
Training and Education	4263	0.00	41.67	510.00	333.36	500.00	(10.00)	(2.00)%
Travel/Meetings	4265	0.00	33.33	40.00	266.64	400.00	360.00	90.00%
Vehicle (Gas and Oil)	4273	135.20	166.25	1,185.49	1,330.00	1,995.00	809.51	40.57%
Total Materials and Supplies		1,074.70	1,103.75	5,724.09	10,080.00	57,745.00	52,020.91	90.09%
Contractual								
Consulting/Professional	4325	1,460.00	2,375.00	22,250.10	19,000.00	28,500.00	6,249.90	21.92%
Conslt/Prof Reimbursable	4328	1,576.75	4,208.33	34,501.92	33,666.64	50,500.00	15,998.08	31.67%
Total Contractual		3,036.75	6,583.33	56,752.02	52,666.64	79,000.00	22,247.98	28.16%
Total Expenditures		42,992.24	47,226.78	314,258.49	312,268.16	499,895.00	185,636.51	37.14%
Total		(42,992.24)	(47,226.78)	(314,258.49)	(312,268.16)	(499,895.00)	(185,636.51)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	67,102.70	55,776.90	359,494.04	334,661.40	483,400.00	123,905.96	25.63%
Overtime	4030	3,100.74	22,000.00	25,878.50	51,500.00	95,000.00	69,121.50	72.75%
<b>Total Salaries</b>		<u>70,203.44</u>	<u>77,776.90</u>	<u>385,372.54</u>	<u>386,161.40</u>	<u>578,400.00</u>	<u>193,027.46</u>	<u>33.37%</u>
<b>Benefits</b>								
Social Security	4110	5,780.07	4,670.42	35,564.99	37,363.36	56,045.00	20,480.01	36.54%
Medicare	4111	1,351.83	1,092.50	8,317.79	8,740.00	13,110.00	4,792.21	36.55%
I.M.R.F.	4115	12,010.29	8,458.33	66,536.73	67,666.64	101,500.00	34,963.27	34.44%
Medical/Life Insurance	4120	10,444.05	12,750.00	83,590.47	102,000.00	153,000.00	69,409.53	45.36%
Supplemental Pensions	4135	277.10	208.33	1,938.50	1,666.64	2,500.00	561.50	22.46%
<b>Total Benefits</b>		<u>29,863.34</u>	<u>27,179.58</u>	<u>195,948.48</u>	<u>217,436.64</u>	<u>326,155.00</u>	<u>130,206.52</u>	<u>39.92%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	391.66	2,500.00	9,429.48	18,172.00	72,672.00	63,242.52	87.02%
Maintenance - Building	4223	1,135.44	2,597.17	11,118.53	20,777.36	31,166.00	20,047.47	64.32%
Maintenance - Equipment	4225	1,299.38	1,754.17	15,523.51	14,033.36	21,050.00	5,526.49	26.25%
Maintenance - Vehicles	4229	385.79	1,916.67	16,135.45	15,333.36	23,000.00	6,864.55	29.84%
Postage/Mailings	4233	0.00	0.00	594.85	550.00	1,000.00	405.15	40.51%
Rent - Equipment	4243	7,176.75	2,500.00	14,761.65	20,000.00	25,500.00	10,738.35	42.11%
Supplies - Office	4253	681.30	191.67	932.06	1,533.36	2,300.00	1,367.94	59.47%
Supplies - Other	4257	3,387.34	7,000.00	30,787.81	33,750.00	35,500.00	4,712.19	13.27%
Small Tools & Equipment	4259	234.15	500.00	11,680.48	8,750.00	15,250.00	3,569.52	23.40%
Training and Education	4263	0.00	337.50	485.00	2,700.00	4,050.00	3,565.00	88.02%
Uniforms	4269	429.80	562.50	1,991.24	4,500.00	6,750.00	4,758.76	70.50%
Utilities (Elec,Gas,Wtr,Sewer)	4271	257.81	304.17	747.34	2,433.36	3,650.00	2,902.66	79.52%
Vehicle (Gas and Oil)	4273	3,131.06	4,779.17	48,235.28	38,233.36	57,350.00	9,114.72	15.89%
<b>Total Materials and Supplies</b>		<u>18,510.48</u>	<u>24,943.02</u>	<u>162,422.68</u>	<u>180,766.16</u>	<u>299,238.00</u>	<u>136,815.32</u>	<u>45.72%</u>
<b>Contractual</b>								
Consulting/Professional	4325	0.00	2,500.00	11,186.07	28,500.00	49,000.00	37,813.93	77.17%
Forestry	4350	25.74	11,460.00	25,093.84	36,960.00	36,960.00	11,866.16	32.10%
Street Light Oper & Maint.	4359	5,928.51	6,666.67	50,938.37	53,333.36	80,000.00	29,061.63	36.32%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,500.00	41,500.00	613.00	1.47%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	2,788.99	10,000.00	18,380.08	29,419.00	29,419.00	11,038.92	37.52%
Drainage Projects	4374	1,115.00	1,500.00	24,177.09	40,000.00	40,000.00	15,822.91	39.55%
Tree Trim/Removal	4375	220.00	20,000.00	11,479.00	65,500.00	99,490.00	88,011.00	88.46%
Total Contractual		10,078.24	52,126.67	182,141.45	295,212.36	376,369.00	194,227.55	51.61%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	146,455.32	0.00	0.00	(146,455.32)	0.00%
Crack Seal Program	4382	0.00	0.00	15,350.26	0.00	0.00	(15,350.26)	0.00%
Equipment	4815	0.00	0.00	203,127.82	148,451.00	312,083.00	108,955.18	34.91%
Total Capital Outlay		0.00	0.00	364,933.40	148,451.00	312,083.00	(52,850.40)	(16.93)%
Total Expenditures		128,655.50	182,026.17	1,290,818.55	1,228,027.56	1,892,245.00	601,426.45	31.78%
Total		(128,655.50)	(182,026.17)	(1,290,818.55)	(1,228,027.56)	(1,892,245.00)	(601,426.45)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	74,816.66	49,450.71	321,503.67	296,704.26	428,573.00	107,069.33	24.98%
Salaries - Officers	4020	540,397.18	395,589.33	2,352,797.34	2,373,535.98	3,428,441.00	1,075,643.66	31.37%
Overtime	4030	65,967.61	55,000.00	389,174.58	350,983.00	500,983.00	111,808.42	22.31%
<b>Total Salaries</b>		<b>681,181.45</b>	<b>500,040.04</b>	<b>3,063,475.59</b>	<b>3,021,223.24</b>	<b>4,357,997.00</b>	<b>1,294,521.41</b>	<b>29.70%</b>
<b>Benefits</b>								
Social Security	4110	3,128.83	2,416.67	18,684.75	19,333.36	29,000.00	10,315.25	35.56%
Medicare	4111	8,101.25	4,583.33	35,845.24	36,666.64	55,000.00	19,154.76	34.82%
I.M.R.F.	4115	6,475.11	4,083.33	34,508.82	32,666.64	49,000.00	14,491.18	29.57%
Medical/Life Insurance	4120	35,733.37	40,250.00	275,409.35	322,000.00	483,000.00	207,590.65	42.97%
Police Pension	4130	6,982.96	4,292.00	1,176,486.96	1,174,292.00	1,174,292.00	(2,194.96)	(0.18)%
Supplemental Pensions	4135	5,785.55	4,400.00	34,369.75	35,200.00	52,800.00	18,430.25	34.90%
<b>Total Benefits</b>		<b>66,207.07</b>	<b>60,025.33</b>	<b>1,575,304.87</b>	<b>1,620,158.64</b>	<b>1,843,092.00</b>	<b>267,787.13</b>	<b>14.53%</b>
<b>Materials and Supplies</b>								
Animal Control	4201	210.00	166.67	455.00	1,333.36	2,000.00	1,545.00	77.25%
Auxiliary Police	4203	0.00	500.00	247.70	3,100.00	9,600.00	9,352.30	97.41%
Boards and Commissions	4205	0.00	2,291.67	375.00	18,333.36	27,500.00	27,125.00	98.63%
Dues and Subscriptions	4213	405.00	395.42	2,125.00	3,163.36	4,745.00	2,620.00	55.21%
Investigation and Equipment	4217	294.46	5,228.25	15,366.12	41,826.00	62,739.00	47,372.88	75.50%
Liability Insurance	4219	5,273.90	10,000.00	38,574.73	37,250.00	252,800.00	214,225.27	84.74%
Maintenance - Building	4223	8,968.55	3,681.25	38,000.86	29,450.00	44,175.00	6,174.14	13.97%
Maintenance - Equipment	4225	100.00	1,291.67	8,128.24	10,333.36	15,500.00	7,371.76	47.55%
Maintenance - Vehicles	4229	2,371.82	3,166.67	34,937.63	25,333.36	38,000.00	3,062.37	8.05%
Postage/Mailings	4233	0.00	250.00	1,273.05	2,000.00	3,000.00	1,726.95	57.56%
Printing and Forms	4235	2,423.20	250.00	2,914.95	2,000.00	3,000.00	85.05	2.83%
Public Relations	4239	212.68	895.83	4,012.23	7,166.64	10,750.00	6,737.77	62.67%
Rent - Equipment	4243	0.00	550.00	1,006.66	4,400.00	6,600.00	5,593.34	84.74%
Supplies - Office	4253	2,030.42	625.00	4,125.52	5,000.00	7,500.00	3,374.48	44.99%
Training and Education	4263	650.00	2,084.58	13,632.00	16,676.64	25,015.00	11,383.00	45.50%
Travel/Meetings	4265	758.65	925.00	3,816.84	7,400.00	11,100.00	7,283.16	65.61%
Telephone	4267	1,801.70	1,199.00	10,164.60	9,592.00	14,388.00	4,223.40	29.35%
Uniforms	4269	2,262.77	5,957.08	26,277.21	47,656.64	71,485.00	45,207.79	63.24%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	693.37	1,000.00	2,339.85	8,000.00	12,000.00	9,660.15	80.50%
Vehicle (Gas and Oil)	4273	9,330.81	10,000.00	91,030.52	80,000.00	120,000.00	28,969.48	24.14%
Total Materials and Supplies		37,787.33	50,458.09	298,803.71	360,014.72	741,897.00	443,093.29	59.72%
Contractual								
Consulting/Professional	4325	0.00	29,167.92	264,584.42	233,343.36	350,015.00	85,430.58	24.40%
Dumeg/Fiat/Child Center	4337	0.00	2,186.67	26,610.00	17,493.36	26,240.00	(370.00)	(1.41)%
Contractual Services	4370	0.00	2,000.00	16,202.64	16,000.00	24,000.00	7,797.36	32.48%
Total Contractual		0.00	33,354.59	307,397.06	266,836.72	400,255.00	92,857.94	23.20%
Capital Outlay								
Equipment	4815	17,481.78	0.00	593,040.80	232,150.00	232,150.00	(360,890.80)	(155.45)%
Total Capital Outlay		17,481.78	0.00	593,040.80	232,150.00	232,150.00	(360,890.80)	(155.46)%
Total Expenditures		802,657.63	643,878.05	5,838,022.03	5,500,383.32	7,575,391.00	1,737,368.97	22.93%
Total		(802,657.63)	(643,878.05)	(5,838,022.03)	(5,500,383.32)	(7,575,391.00)	(1,737,368.97)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	5,500.00	0.00	5,500.00	5,500.00	5,500.00	100.00%
Maintenance - Equipment	4225	(4,310.71)	1,458.33	4,162.93	11,666.64	17,500.00	13,337.07	76.21%
Maintenance - Grounds	4227	(99.24)	2,916.67	20,752.15	23,333.36	35,000.00	14,247.85	40.70%
Utilities (Elec,Gas,Wtr,Sewer)	4271	5,057.23	208.33	5,057.23	1,666.64	2,500.00	(2,557.23)	(102.28)%
Total Materials and Supplies		647.28	10,083.33	29,972.31	42,166.64	60,500.00	30,527.69	50.46%
Debt Service								
Debt Service - 2007A Bonds	4952	389,500.00	399,000.00	399,000.00	399,000.00	399,000.00	0.00	0.00%
Total Debt Service		389,500.00	399,000.00	399,000.00	399,000.00	399,000.00	0.00	0.00%
Total Expenditures		390,147.28	409,083.33	428,972.31	441,166.64	459,500.00	30,527.69	6.64%
Total		(390,147.28)	(409,083.33)	(428,972.31)	(441,166.64)	(459,500.00)	(30,527.69)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	61,084.62	50,076.94	326,595.02	300,461.44	434,000.00	107,404.98	24.74%
Overtime	4030	1,660.78	10,000.00	19,362.63	32,500.00	68,000.00	48,637.37	71.52%
<b>Total Salaries</b>		<u>62,745.40</u>	<u>60,076.94</u>	<u>345,957.65</u>	<u>332,961.44</u>	<u>502,000.00</u>	<u>156,042.35</u>	<u>31.08%</u>
<b>Benefits</b>								
Social Security	4110	3,782.16	2,708.33	20,622.36	21,666.64	32,500.00	11,877.64	36.54%
Medicare	4111	884.55	632.67	4,822.73	5,061.36	7,592.00	2,769.27	36.47%
I.M.R.F.	4115	6,146.59	4,991.67	31,451.92	39,933.36	59,900.00	28,448.08	47.49%
Medical/Life Insurance	4120	6,094.52	8,333.33	52,937.20	66,666.64	100,000.00	47,062.80	47.06%
Supplemental Pensions	4135	415.65	200.00	2,492.40	1,600.00	2,400.00	(92.40)	(3.85)%
<b>Total Benefits</b>		<u>17,323.47</u>	<u>16,866.00</u>	<u>112,326.61</u>	<u>134,928.00</u>	<u>202,392.00</u>	<u>90,065.39</u>	<u>44.50%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	196.11	2,500.00	14,366.87	22,141.00	174,141.00	159,774.13	91.74%
Maintenance - Building	4223	1,689.99	2,622.58	10,890.22	20,980.64	31,471.00	20,580.78	65.39%
Maintenance - Equipment	4225	0.00	633.33	3,322.99	5,066.64	7,600.00	4,277.01	56.27%
Maintenance - Water System	4231	11,224.05	10,833.33	88,590.17	86,666.64	130,000.00	41,409.83	31.85%
Postage/Mailings	4233	0.00	0.00	222.96	500.00	1,000.00	777.04	77.70%
Quality Control	4241	312.00	1,730.17	3,864.20	13,841.36	20,762.00	16,897.80	81.38%
Service Charge	4251	20,833.34	20,833.33	166,666.72	166,666.64	250,000.00	83,333.28	33.33%
Supplies - Operation	4255	0.00	570.83	1,350.00	4,566.64	6,850.00	5,500.00	80.29%
Training and Education	4263	80.00	195.83	468.00	1,566.64	2,350.00	1,882.00	80.08%
Telephone	4267	719.84	866.67	5,184.79	6,933.36	10,400.00	5,215.21	50.14%
Uniforms	4269	519.78	279.17	1,052.58	2,233.36	3,350.00	2,297.42	68.57%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,347.87	3,875.00	25,417.69	31,000.00	46,500.00	21,082.31	45.33%
Vehicle (Gas and Oil)	4273	1,363.95	1,500.00	14,753.03	12,000.00	18,000.00	3,246.97	18.03%
<b>Total Materials and Supplies</b>		<u>40,286.93</u>	<u>46,440.24</u>	<u>336,150.22</u>	<u>374,162.92</u>	<u>702,424.00</u>	<u>366,273.78</u>	<u>52.14%</u>
<b>Contractual</b>								
Audit	4320	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	0.00	1,112.50	0.00	8,900.00	13,350.00	13,350.00	100.00%
Leak Detection	4326	545.50	1,491.67	1,087.50	11,933.36	17,900.00	16,812.50	93.92%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	26,211.46	12,694.00	105,018.32	101,552.00	152,328.00	47,309.68	31.05%
DuPage Water Commission	4340	177,021.81	228,767.42	1,472,000.31	1,830,139.36	2,745,209.00	1,273,208.69	46.37%
Total Contractual		203,778.77	244,065.59	1,588,106.13	1,962,524.72	2,938,787.00	1,350,680.87	45.96%
Capital Outlay								
Equipment	4815	0.00	895.83	9,975.00	7,166.64	10,750.00	775.00	7.20%
Water Meter Purchases	4880	0.00	2,083.33	10,279.06	16,666.64	25,000.00	14,720.94	58.88%
Total Capital Outlay		0.00	2,979.16	20,254.06	23,833.28	35,750.00	15,495.94	43.35%
Debt Service								
Debt Retire-Water Refunding	4950	236,336.88	232,674.00	307,673.76	307,674.00	307,674.00	0.24	0.00%
Total Debt Service		236,336.88	232,674.00	307,673.76	307,674.00	307,674.00	0.24	0.00%
Total Expenditures		560,471.45	603,101.93	2,710,468.43	3,136,084.36	4,689,027.00	1,978,558.57	42.20%
Total		(560,471.45)	(603,101.93)	(2,710,468.43)	(3,136,084.36)	(4,689,027.00)	(1,978,558.57)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	200,000.00	200,000.00	300,000.00	100,000.00	33.33%
Total Salaries		25,000.00	25,000.00	200,000.00	200,000.00	300,000.00	100,000.00	33.33%
Materials and Supplies								
Road Material	4245	99.84	4,000.00	19,609.73	27,030.00	34,530.00	14,920.27	43.20%
Salt	4249	0.00	50,000.00	186,600.40	50,000.00	235,500.00	48,899.60	20.76%
Supplies - Other	4257	0.00	833.33	4,282.03	6,666.64	10,000.00	5,717.97	57.17%
Pavement Striping	4261	3,252.50	0.00	5,776.84	6,000.00	6,000.00	223.16	3.71%
Total Materials and Supplies		3,352.34	54,833.33	216,269.00	89,696.64	286,030.00	69,761.00	24.39%
Capital Outlay								
Ditch Projects	4376	0.00	0.00	23,213.78	0.00	0.00	(23,213.78)	0.00%
Equipment	4815	0.00	0.00	25,849.58	0.00	0.00	(25,849.58)	0.00%
Total Capital Outlay		0.00	0.00	49,063.36	0.00	0.00	(49,063.36)	0.00%
Total Expenditures		28,352.34	79,833.33	465,332.36	289,696.64	586,030.00	120,697.64	20.60%
Total		(28,352.34)	(79,833.33)	(465,332.36)	(289,696.64)	(586,030.00)	(120,697.64)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Maintenance Contracts	4362	0.00	0.00	541.06	1,400.00	1,400.00	858.94	61.35%
Contractual Services	4370	0.00	0.00	2,040.56	6,500.00	6,500.00	4,459.44	68.60%
Total Contractual		0.00	0.00	2,581.62	7,900.00	7,900.00	5,318.38	67.32%
Total Expenditures		0.00	0.00	2,581.62	7,900.00	7,900.00	5,318.38	67.32%
Total		0.00	0.00	(2,581.62)	(7,900.00)	(7,900.00)	(5,318.38)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 12/1/2011 Through 12/31/2011**

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Expenditures							
Capital Outlay							
Equipment	4815 0.00	0.00	35,494.00	47,540.00	47,540.00	12,046.00	25.33%
Total Capital Outlay	0.00	0.00	35,494.00	47,540.00	47,540.00	12,046.00	25.34%
Total Expenditures	0.00	0.00	35,494.00	47,540.00	47,540.00	12,046.00	25.34%
Total	0.00	0.00	(35,494.00)	(47,540.00)	(47,540.00)	(12,046.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	0.00	0.00	48,863.50	0.00	0.00	(48,863.50)	0.00%
Total Salaries		0.00	0.00	48,863.50	0.00	0.00	(48,863.50)	0.00%
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	150.00	0.00	0.00	(150.00)	0.00%
Telephone	4267	0.00	0.00	2,100.45	0.00	0.00	(2,100.45)	0.00%
Total Materials and Supplies		0.00	0.00	2,250.45	0.00	0.00	(2,250.45)	0.00%
Contractual								
Audit	4320	0.00	0.00	2,375.00	0.00	0.00	(2,375.00)	0.00%
Data Processing	4336	0.00	0.00	503.15	0.00	0.00	(503.15)	0.00%
Total Contractual		0.00	0.00	2,878.15	0.00	0.00	(2,878.15)	0.00%
Total Expenditures		0.00	0.00	53,992.10	0.00	0.00	(53,992.10)	0.00%
Total		0.00	0.00	(53,992.10)	0.00	0.00	53,992.10	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Ditch Projects	4376	68,517.36	0.00	360,336.29	456,400.00	456,400.00	96,063.71	21.04%
Sidewalk Replacement Program	4380	0.00	0.00	61,677.45	79,300.00	79,300.00	17,622.55	22.22%
Crack Seal Program	4382	0.00	0.00	56,700.00	74,250.00	74,250.00	17,550.00	23.63%
Curb & Gutter Replacement Prog	4383	0.00	0.00	323,827.84	341,450.00	341,450.00	17,622.16	5.16%
Street Reconstruction/Rehab	4855	0.00	0.00	1,237,076.36	1,234,928.00	1,234,928.00	(2,148.36)	(0.17)%
Total Capital Outlay		68,517.36	0.00	2,039,617.94	2,186,328.00	2,186,328.00	146,710.06	6.71%
Debt Service								
Debt Retire - Property	4945	163,284.38	162,485.00	201,568.76	200,770.00	200,770.00	(798.76)	(0.39)%
Total Debt Service		163,284.38	162,485.00	201,568.76	200,770.00	200,770.00	(798.76)	(0.40)%
Total Expenditures		231,801.74	162,485.00	2,241,186.70	2,387,098.00	2,387,098.00	145,911.30	6.11%
Total		(231,801.74)	(162,485.00)	(2,241,186.70)	(2,387,098.00)	(2,387,098.00)	(145,911.30)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 12/1/2011 Through 12/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Debt Service								
Debt Service - Series 2007B	4951	52,000.00	52,000.00	104,375.00	104,000.00	104,500.00	125.00	0.11%
Total Debt Service		52,000.00	52,000.00	104,375.00	104,000.00	104,500.00	125.00	0.12%
Total Expenditures		52,000.00	52,000.00	104,375.00	104,000.00	104,500.00	125.00	0.12%
Total		(52,000.00)	(52,000.00)	(104,375.00)	(104,000.00)	(104,500.00)	(125.00)	0.00%

**CITY OF DARIEN -- CASH RESERVES**  
**December 31, 2011**

FUND	FUND NAME	TOTAL
01	General Fund	\$ 1,342,670.29
02	Water Fund	\$ 1,578,373.78
03	MFT Fund	\$ 46,235.57
05	Impact Fees Fund	\$ 12,971.34
10	Special Service Area Tax Fund	\$ 11,423.63
11	Drug Forfeiture Fund	\$ 5,983.85
12	Water Depreciation Fund	\$ 78,375.82
15	D.A.D.C. Fund	\$ 527,558.21
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 10,426.28
21	Road Improvement Fund	\$ 5,917.63
25	Capital Improvement Fund	\$ 1,741,837.69
35	Debt Service Fund	\$ 2,707.28
	<b>TOTAL</b>	<b><u>\$ 5,364,507.24</u></b>

*Prior Month Cash Balance*                      **\$ 6,067,437.99**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.51%	\$ 4,188.41
Republic Bank Now Account - 1.51%	\$ 5,269,431.79
Republic Bank Operating Account	\$ 123,035.20
Republic Bank Payroll Account - Zero Balance Acct	\$ (84,192.07)
Illinois Funds Money Market Account - .077%	\$ 22.10
IMET Investment Fund - .28%	\$ 52,021.81
	<b><u>\$ 5,364,507.24</u></b>

**Market Value**  
**\$ 6,003,828**

Wells Fargo Collateral Statement

**AGENDA MEMO**  
**CITY COUNCIL**  
**Meeting Date: January 16, 2012**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Historical Society.

**[BACKUP](#)**

**Background/History**

The Darien Historical Society has applied for a raffle license; the raffle will be held on Sunday, January 29, 2012. They have also requested a waiver of the bond requirement. The City regularly waives this requirement for qualified charitable, non-profit organizations.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Darien Historical Society raffle be waived.

**Alternate Consideration**

Do not waive the bond requirement.

**Decision Mode**

This item will be placed on the January 16, 2012 Council Agenda for formal consideration.

December 29, 2011

City of Darien  
Mayor Kathleen Weaver  
City Council Members  
1702 Plainfield Road  
Darien, Illinois 60561

Dear Madam Mayor and Members of the City Council:

In accordance with the mandate of the City of Darien, the Darien Historical Society requests permission to hold a "Split the Pot" fund-raiser at its "Sunday Dinner" event.

The event is to be held at Alpine Banquets of Darien on Sunday, January 29, 2012.

Specifically, we also request a waiver of the license bond fee.

On behalf of the Board of Directors, with respect,

Alice Brennan  
Corresponding Secretary

Reply to:  
Darien Historical Society  
7422 Cass Avenue  
Darien, IL 60561  
Attn: A. Brennan

20120505

### CITY OF DARIEN

#### APPLICATION FOR RAFFLE LICENSE

- Class A License
- Class B License

NAME OF ORGANIZATION: Darien Historical Society

ADDRESS: 7422 Cass Ave. Darien, IL 60561

TELEPHONE NUMBER: 630/964-7033 FAX NUMBER: -

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

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

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
1:00 - 4:30 p.m.

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
1-29-12 4:00-4:30

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

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

Alice M. Brennan, Director DHS  
Presiding Officer

ATTEST:  
  
\_\_\_\_\_  
Secretary

\*\*\*\*\*

APPROVED BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

MAILED ON: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**January 16, 2012**

**ISSUE STATEMENT**

A resolution authorizing the City Administrator to enter into an agreement with General Communications to add equipment to the tower located at 1041 S. Frontage Road.

**[RESOLUTION](#)**      **[BACKUP](#)**

**BACKGROUND/HISTORY**

The City of Darien received a tower from the University of Chicago approximately two decades ago and has allowed other public entities and private communication companies to lease space on the tower. Staff was recently approached by General Communications, who has agreed to pay a \$25,000 capital contribution and \$4,000 per month to install equipment on the tower. They have agreed to a contract that is similar to other contracts signed in the past with other vendors, except it has three year renewals instead of five year renewals.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends approval.

**ALTERNATE CONSIDERATION**

Not approving the contract would be an alternate consideration.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH GENERAL COMMUNICATIONS TO SUPPLY SPACE ON THE TOWER AT 1041 S. FRONTAGE ROAD**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the City Administrator is authorized to enter into an agreement with General Communications to supply space on the tower at 1041 S. Frontage Road, a copy of which is attached hereto as "[Exhibit A](#)".

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



Site Name: Darien DPW  
 Site Number:

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "**Landlord**") and General Communications, LLC, a Delaware limited liability company, having a mailing address of 6907 University Avenue, #131, Middleton, WI 53562 (telephone number 608-556-1373) (hereinafter referred to as "**Tenant**").

### BACKGROUND

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

The parties agree as follows:

#### 1. PREMISES.

(a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of approximately 12 square feet for Tenant's equipment shelter ("Equipment Space") and

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

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

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

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

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

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

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

**3. TERM.**

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term will be three (3) years ("Initial Term"), commencing on January 1, 2012 ("Commencement Date").

(b) This Agreement will automatically renew for four (4) additional three (3) year term(s), (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

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

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

**4. RENT.**

(a) Commencing on the Commencement Date, Tenant will pay the Landlord a monthly rental payment of four thousand and No/100 Dollars (\$4,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by Nine (9%) over the Rent paid during the previous Term.

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

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

**5. APPROVALS.**

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

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

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

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

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

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

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

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

**If Tenant terminates this Agreement pursuant to Paragraph 6(b) or 6(c), the entire amount of the capital contribution described in Paragraph 4(d) shall be refunded to Tenant, if Tenant terminates this Agreement pursuant to Paragraph 6(d), the portion of the capital contribution described in Paragraph 4(d) that has not been applied on the date Tenant delivers its termination notice under Paragraph 6(d) shall be refunded to Tenant.**

**7. INSURANCE.**

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

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

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

**8. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further warrants that it will operate, keep and maintain

the Communication Facility at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Tenant further agrees to cooperate with other authorized users of the Property to identify and eliminate interference problems, and Tenant agrees to cooperate with Landlord and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

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

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

## **9. INDEMNIFICATION.**

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

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

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

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

## **10. WARRANTIES.**

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

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

or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**11. ENVIRONMENTAL.**

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

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Landlord acknowledges and agrees that Tenant shall have no liability for any hazardous substances located on the Premises or the Property or any environmental or other conditions on or affecting the Property as of the date of this Agreement.

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

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

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in

consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

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

**14. MAINTENANCE/UTILITIES.**

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

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

(c) The Landlord reserves the right to perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with one hundred twenty (120) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to

secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. Tenant's installation, operation and maintenance of the Communication Facility on the Premises shall not damage nor unreasonably interfere with the Landlord's operation, use, repair and maintenance of the Tower for its intended purpose.

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

**15. DEFAULT AND RIGHT TO CURE.**

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

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

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

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



If to Tenant: General Communications, LLC  
Attn: S. R. Miller  
6907 University Avenue, #131  
Middleton, WI 53562

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

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

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

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

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

**20. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Tower is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then either Tenant or Landlord may terminate this Agreement by providing written notice to the other party within sixty (60) days from the date of such damage or destruction, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord undertakes to rebuild the Tower or if Tenant undertakes to rebuild the Communications Facility,

Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent for: (i) three (3) months from the date of such damage or destruction, or (ii) until such time as Tenant is able to activate a replacement transmission facility at another location or (iii) until the reconstruction of the Communication Facility is completed, whichever occurs first. If this Agreement has not been terminated and Landlord is undertaking the reconstruction of the Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower is completed.

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

**22. TAXES.**

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

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

**23. SALE OF PROPERTY.**

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

#### **24. MISCELLANEOUS.**

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such

modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

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

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

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_


**"LANDLORD"**

The City of Darien, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

**General Communications, LLC**

By:   
Name: SR Miller  
Title: VP



**TENANT ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On the 29<sup>TH</sup> day of DECEMBER, 2011, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of General Communications, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



*[Handwritten Signature]*

Notary Public: MICHAEL LEE WHITCHURCH  
My Commission Expires: 8/14/2012

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF THE PROPERTY**

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and General Communications, LLC, as Tenant.

The Property is described and/or depicted as follows:

**EXHIBIT 2**

**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and General Communications, LLC, as Tenant.

The Premises are described and/or depicted as follows:



Prepared by and Return to:  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, Illinois 60654-3456  
Attention: Donald S. Horvath

State: Illinois  
County: DuPage

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as "**Landlord**") and General Communications, LLC, having a mailing address of 6907 University Avenue, #131, Middleton, WI 53562 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Commencement Date, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**"LANDLORD"**

The City of Darien, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

General Communications, LLC

By:

Name:

Title:

By: Miller  
Print Name: SP Miller  
Its: VP  
Date: December 29, 2011  
SM

**TENANT ACKNOWLEDGMENT**

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

On the 29<sup>TH</sup> day of DECEMBER, 2010, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of General Communications, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



[Signature]  
Notary Public: MICHAEL LEE WHITCHURCH  
My Commission Expires: 8/14/2012

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

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

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and General Communications, LLC, as Tenant.



Know what's below.  
Call before you dig.

# GENERAL COMMUNICATIONS

## GENERAL COMMUNICATIONS

### APPLICANT INFO:

COMMUNICATION INFRASTRUCTURE CORPORATION  
PO BOX 6816  
SANTA BARBARA, CA 93160

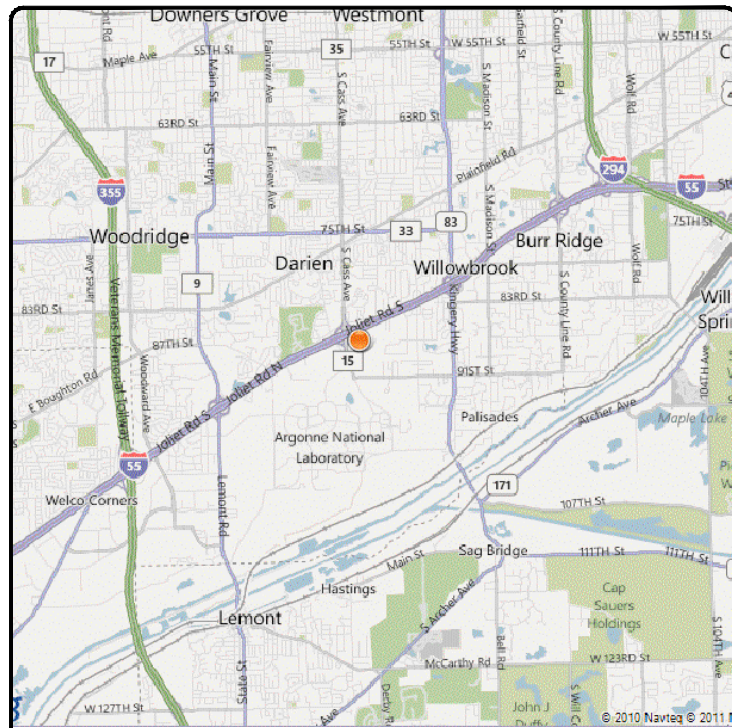
### PROJECT MANAGER:

COMMUNICATION INFRASTRUCTURE CORPORATION  
PO Box 6816  
SANTA BARBARA, CA 93160  
CONTACT: JIM BRUNO  
PHONE: 704.962.2856

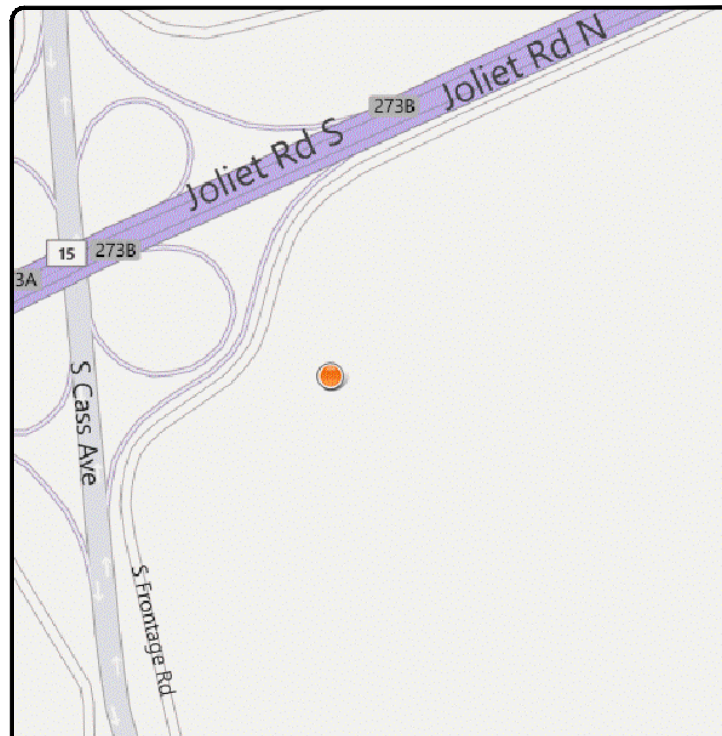
### ENGINEER:

POWDER RIVER DEVELOPMENT SERVICES, LLC.  
100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150  
PHONE: 724.962.5999 FAX: 724.962.6009  
CONTACT: MARK THOMPSON

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



VICINITY MAP



LOCAL MAP



SITE PHOTO

FROM NEAREST INTERSTATE:  
FROM THE SOUTH (ON I-55 N) DEPART I-55 NORTH 5.2 MI, TAKE RAMP RIGHT FOR S CASS AVE / CR-15 SOUTH 0.5 MI, TURN LEFT ONTO S FRONTAGE RD 0.4 MI, ARRIVE AT 41.73017, -87.96932 ON THE RIGHT

### SITE NUMBER

OTH1279535

### SITE ADDRESS

CORNER OF I-55 AND CASS AVE  
DARIEN, IL 60527

### SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	ANTENNA DETAILS
A-3	EQUIPMENT DETAILS
A-4	COAX MOUNTING DETAILS
E-1	UTILITY PLAN & DETAILS
E-2	SINGLE LINE DIAGRAM & DETAILS
E-3	GROUNDING PLAN & NOTES
E-4	GROUNDING DETAILS
GN-1	GENERAL NOTES
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES



**POWDER RIVER**

Development Services, LLC

100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150

724.962.5999

www.powderriverdev.com

### SUBMITTALS

NO.	DATE	DESCRIPTION	STATUS
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211

CHECKED BY: G. CLOWER, P.E.

THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC. WHETHER THE PROJECTS FOR WHICH THEY ARE MADE, ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

### TOWER OWNER:

NAME:  
ADDRESS:  
CONTACT NAME:  
PHONE:

### UTILITY COMPANY:

POWER: TBD PH: TBD

### PROJECT DATA:

ADDITION OF NEW EQUIPMENT AND  
NEW ANTENNAS TO EXISTING EQUIPMENT  
ON AN EXISTING SELF SUPPORT TOWER.

UNIFORM BUILDING CODE: IBC 2006

ELECTRIC CODE: IEC 2006

TYPE OF OCCUPANCY: UNMANNED

CONSTRUCTION TYPE: II-B

### APPROVAL

OWNER	DATE
RF	DATE
LAND USE PLANNER	DATE
NETWORK	DATE
CIC	DATE
CONTRACTOR	DATE
OPERATIONS	DATE

### SITE INFORMATION:

OTH1279535

SE CORNER OF I-55 & CASS AVE

DARIEN, IL 60527

### SHEET TITLE:

TITLE SHEET

### SHEET NUMBER:

T-1

### GEOGRAPHIC COORDINATES:

LATITUDE: 41.73017°  
LONGITUDE: -87.96932°  
ELEVATION: 678'

# GENERAL COMMUNICATIONS



**POWDER RIVER**  
Development Services, LLC  
100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150  
724.962.5999  
www.powderriverdev.com

## SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211

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## SITE INFORMATION:

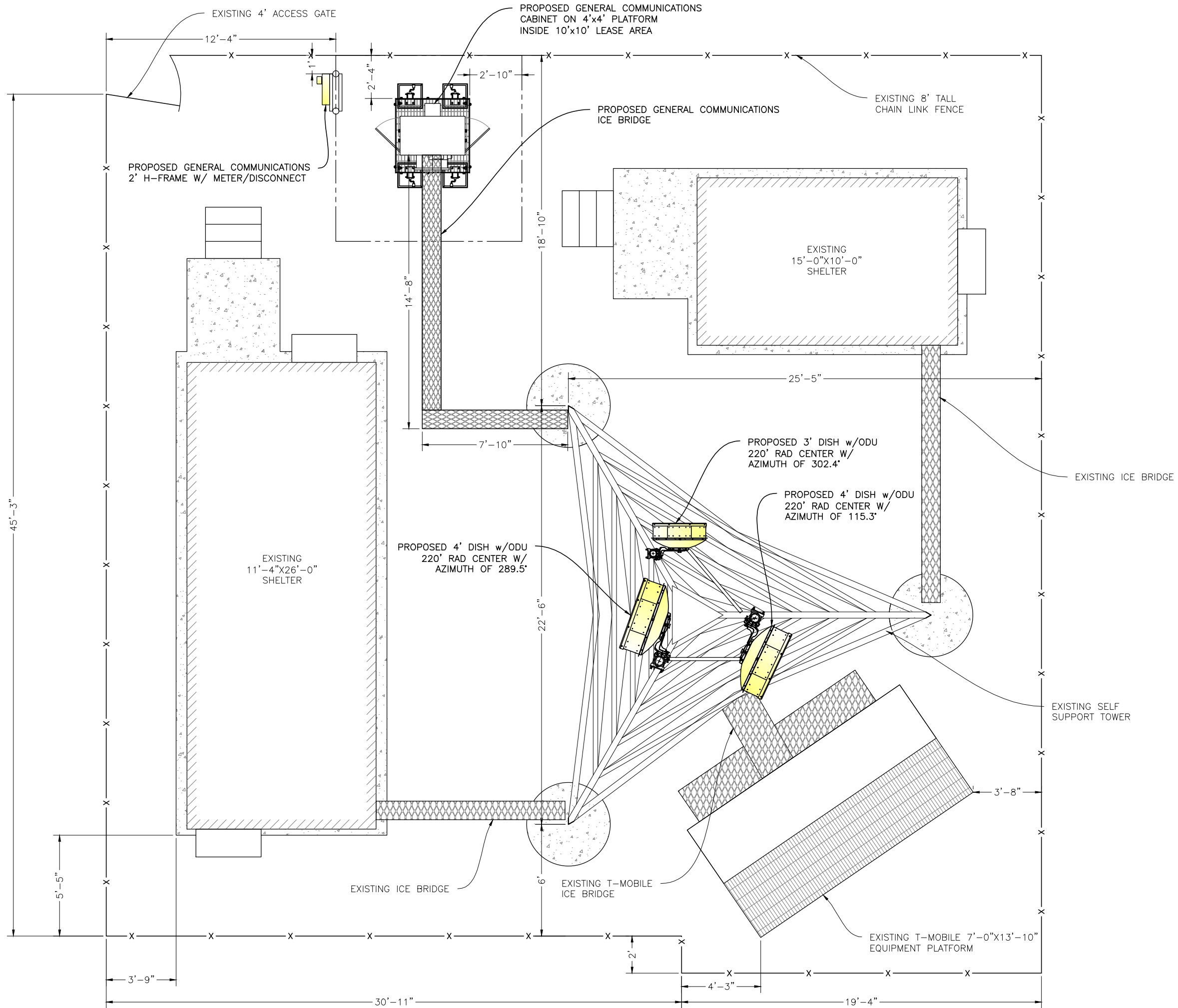
OTH1279535  
SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

## SHEET TITLE:

SITE PLAN

## SHEET NUMBER:

A-1



# GENERAL COMMUNICATIONS



**POWDER RIVER**

Development Services, LLC

100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150

724.962.5999

www.powderriverdev.com

### SUBMITTALS

NO.	DATE	DESCRIPTION	BY
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211

CHECKED BY: G. CLOWER, P.E.

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### SITE INFORMATION:

OTHI279535

SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:

ANTENNA DETAILS

SHEET NUMBER:

A-2

### GENERAL SPECIFICATIONS

ANTENNA INPUT	CPR90G	PBR220	PBR220
FREQUENCY RANGE	10.700 – 11.700 GHz	17.700 – 19.700 GHz	17.700 – 19.700 GHz
BEAMWIDTH, HORIZONTAL	1.6°	1.1°	1.0°
BANDWIDTH, VERTICAL	1.6°	1.1°	1.0°
CROSS POLARIZATION DISCRIMINATION	33 dB	30 dB	36 dB
FRONT TO BACK RATIO	70 dB	71 dB	67 dB
GAIN, LOW BAND	40.0 dBi	42.7 dBi	44.0 dBi
GAIN, MID BAND	40.4 dBi	43.5 dBi	44.4 dBi
GAIN, TOP BAND	40.8 dBi	43.7 dBi	44.8 dBi
RETURN LOSS	28.3 dB	17.7 dB	24.0 dB
VSWR	1.08	1.30	1.14

	DISH 1	DISH 2	DISH 3
ANTENNA PER SECTOR	1	1	1
ANTENNA MODEL	UHX4-107-P3A/B	VHLPX3-18	HSX4-180
FREQUENCY RANGE	6.425 – 7.125 GHz	5.925 – 6.425 GHz	17.700 – 19.700 GHz
CONFIGURATION	2+0	2+0	2+0
ANTENNA CENTER LINE	220'	220'	220'
SITE AZIMUTH	115.3°	302.4°	289.5°
PATH DISTANCE	115.3	8.85	60.9
RADIO TYPE	CG11_30_167Mb	CG11_30_167Mb	CG11_30_167Mb
RADIO TRAFFIC CODE	167Mbps_30MHz	167Mbps_30MHz	167Mbps_30MHz
MAIN LINE TYPE	LMR600	LMR600	LMR600
MAIN LINE RUNS (PER ANTENNA)	2	2	2
MAIN LINE LENGTH	255'	255'	255'
TOP JUMPER LENGTH (ft)	3	3	3
BOTTOM JUMPER LENGTH (ft)	3	3	3

HEIGHT OF EXISTING TOWER  
EL. 230'± (AGL)

PROPOSED GEN COMM (1) 4' DISH  
EL. 220'± (AGL)

PROPOSED GEN COMM (1) 3' DISH  
EL. 220'± (AGL)

PROPOSED GEN COMM (1) 4' DISH  
EL. 220'± (AGL)

HEIGHT OF (E) ANTENNA  
EL. 185'± (AGL)

HEIGHT OF (E) ANTENNA  
EL. 170'± (AGL)

HEIGHT OF (E) ANTENNA  
EL. 160'± (AGL)

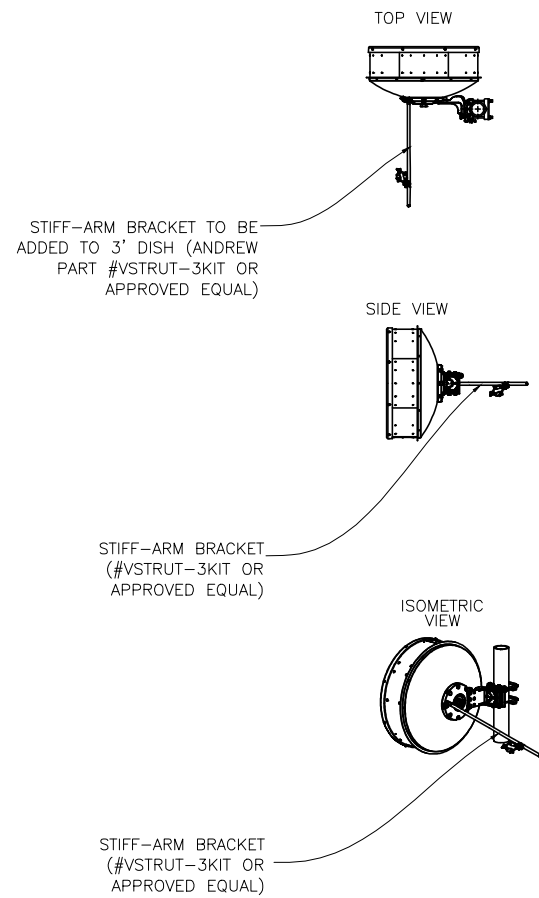
EXISTING T-MOBILE  
PLATFORM

EXISTING SHELTER

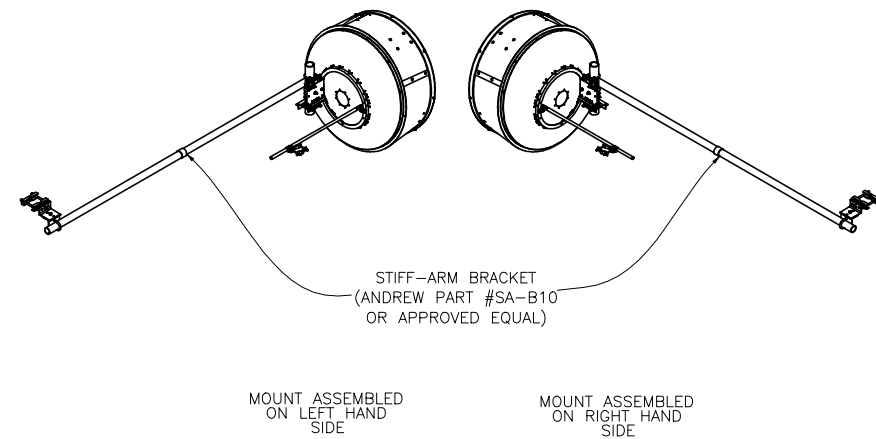
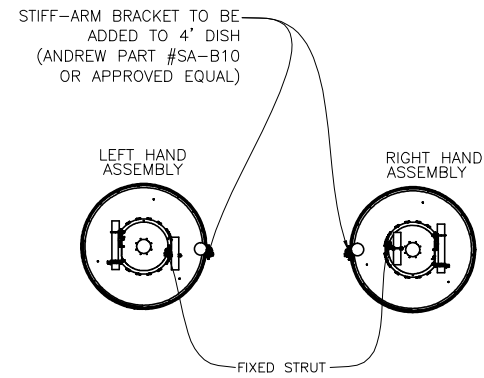
EXISTING 8' TALL  
CHAIN LINK FENCE

1 PROPOSED ANTENNA MOUNT DETAIL  
N.T.S.

2 ANTENNA SPECIFICATION TABLE

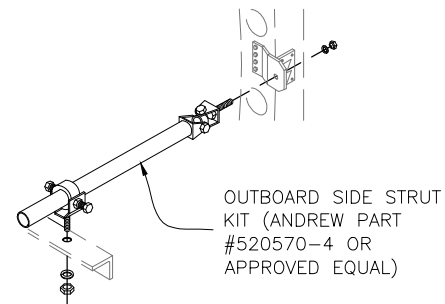


DISH ONE DETAIL  
SCALE: N.T.S. ①

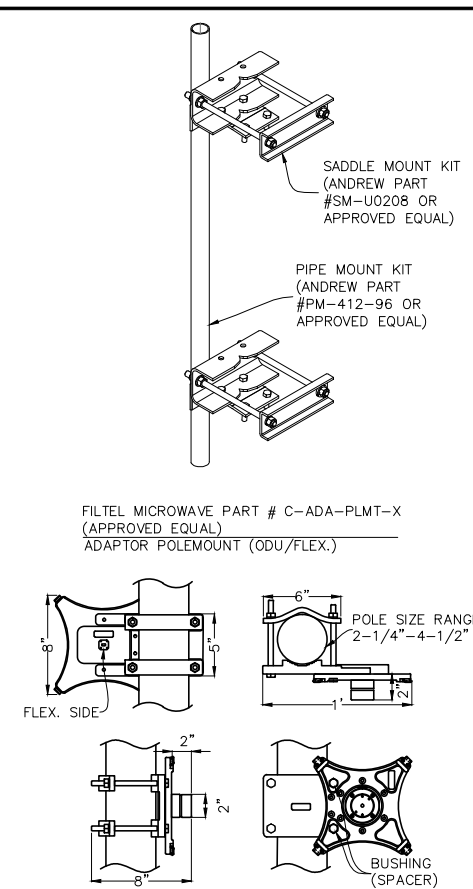


DISH TWO/THREE DETAIL  
SCALE: N.T.S. ②

**\*\*NOTE\*\***  
 6' MICRO WAVES & BELOW REQUIRE:  
 (1) FINE ADJUST  
 (1) OUTBOARD STRUT (STIFF ARM)  
 STIFF ARM TO BE MOUNTED ON OPPOSITE  
 SIDE OF FINE ADJUST  
 ON ALL MICROWAVES 6' & BELOW  
 8' MICROWAVES & ABOVE REQUIRE:  
 (1) FINE ADJUST  
 (2) OUTBOARD STRUTS (STIFF ARMS)



SIDE STRUT  
(STIFF ARM) DETAIL  
SCALE: N.T.S. ③



PROPOSED ANTENNA  
MOUNT DETAILS  
SCALE: N.T.S. ④

NOT USED  
SCALE: N.T.S. ⑤

GENERAL COMMUNICATIONS

  
**POWDER RIVER**  
 Development Services, LLC  
 100 E. SHENANGO STREET  
 SHARPSVILLE, PA 16150  
 724.962.5999  
 www.powderriverdev.com

SUBMITTALS

NO.	DATE	DESCRIPTION	STATUS
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211  
 CHECKED BY: G. CLOWER, P.E.

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SITE INFORMATION:  
 OTHI279535  
 SE CORNER OF I-55 & CASS AVE  
 DARIEN, IL 60527

SHEET TITLE:  
 MICROWAVE DETAILS

SHEET NUMBER:  
 A-3



GENERAL COMMUNICATIONS



POWDER RIVER

Development Services, LLC

100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150

724.962.5999

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SITE INFORMATION:

OTH1279535

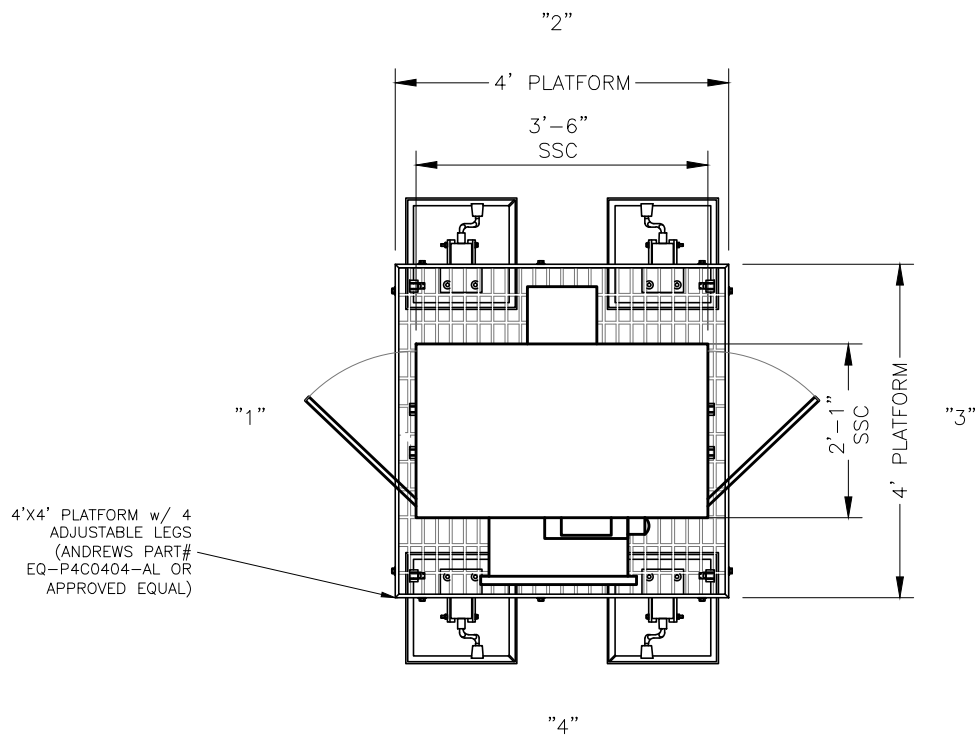
SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:

EQUIPMENT DETAILS

SHEET NUMBER:

A-4



NOTES:

1. CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS OF ALL ELECTRICAL OPENINGS AND EQUIPMENT PADS WITH THE ELECTRICAL OPENINGS AND EQUIPMENT DETAIL AND SHOP DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION FOR ALL UTILITIES.

EQUIPMENT PLAN

SCALE: N.T.S.

1

CABINET MOUNTING DETAIL (PLATFORM)

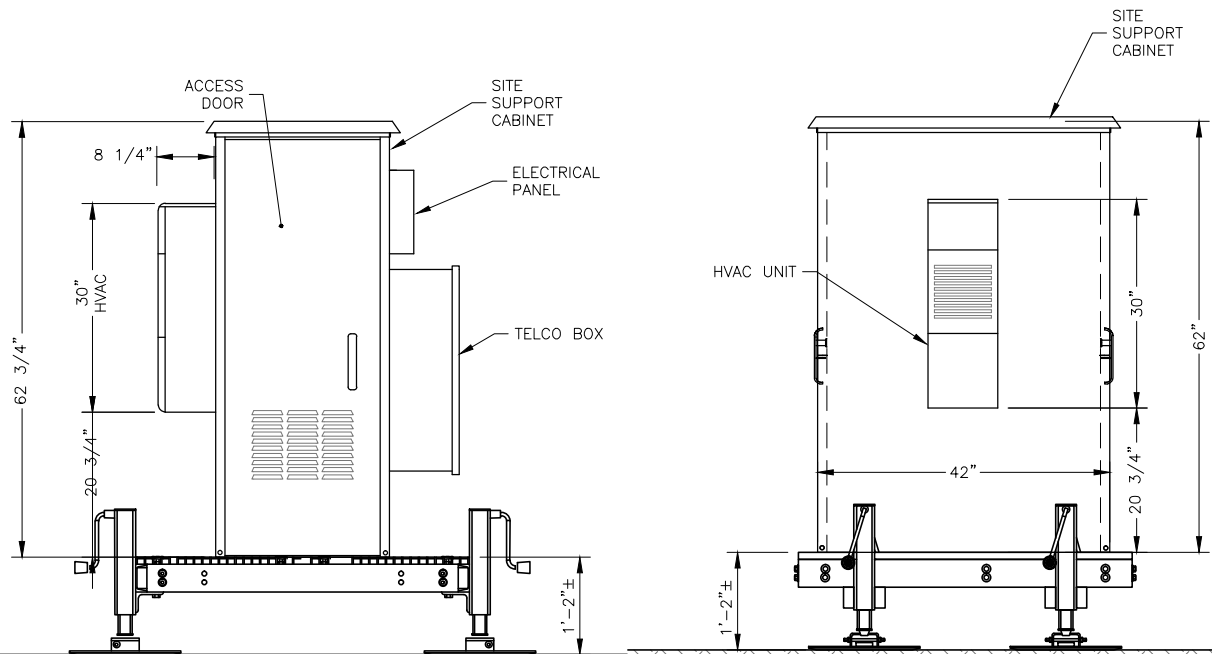
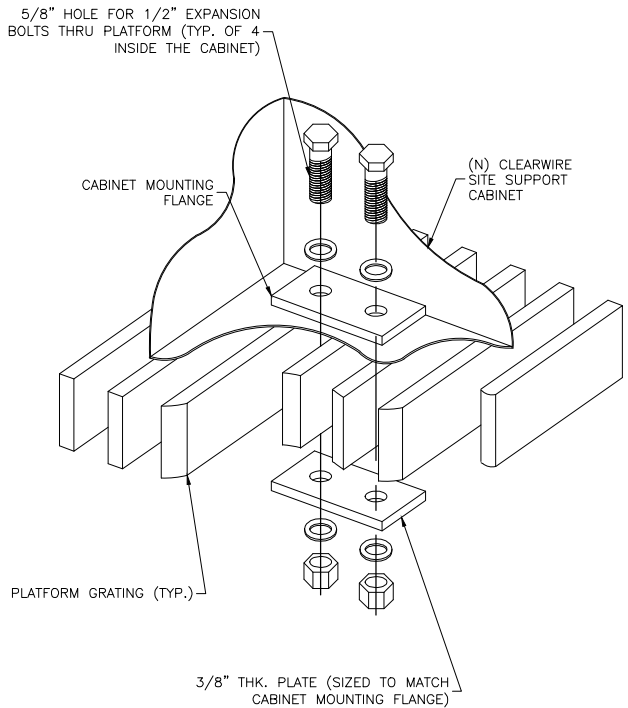
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2

NOT USED

SCALE: N.T.S.

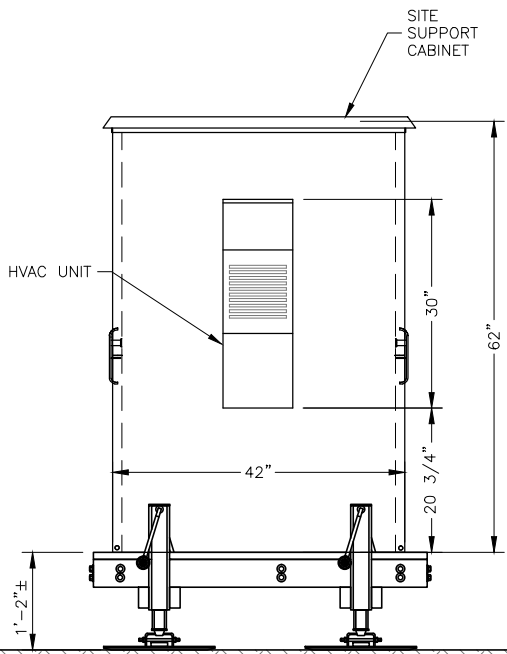
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CABINET VIEW "1"

SCALE: N.T.S.

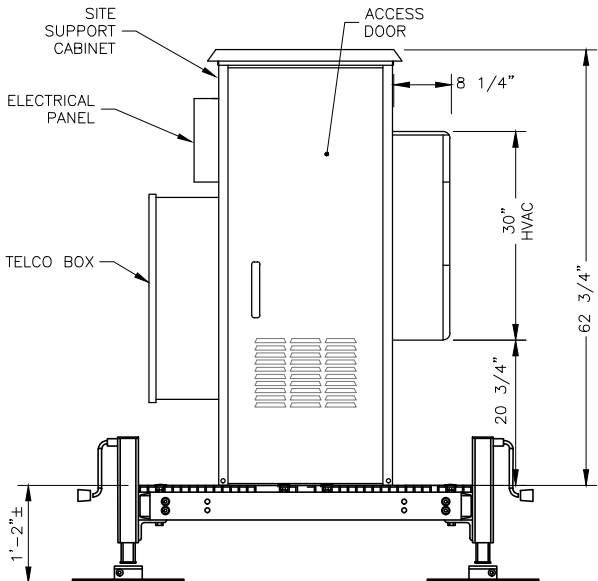
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CABINET VIEW "2"

SCALE: N.T.S.

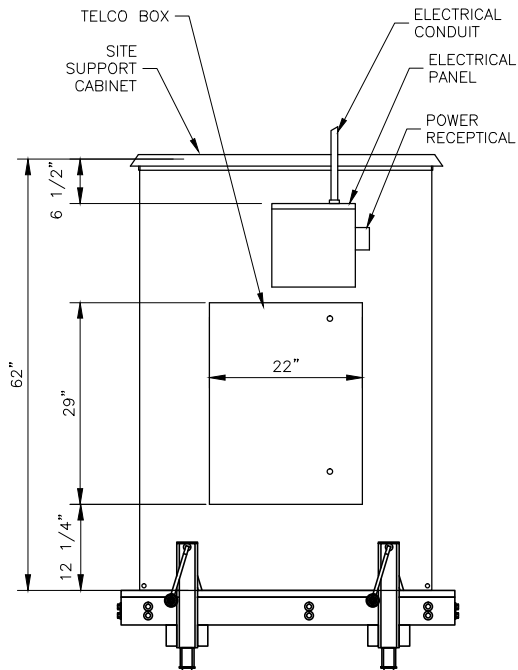
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CABINET VIEW "3"

SCALE: N.T.S.

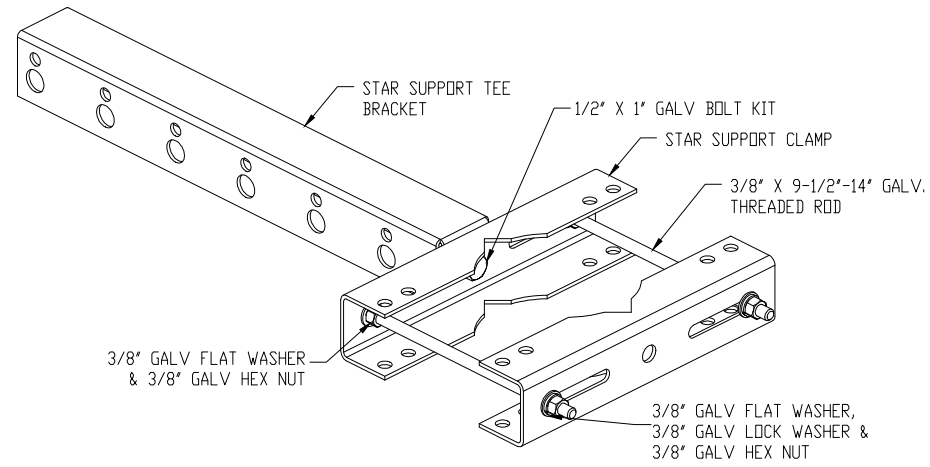
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CABINET VIEW "4"

SCALE: N.T.S.

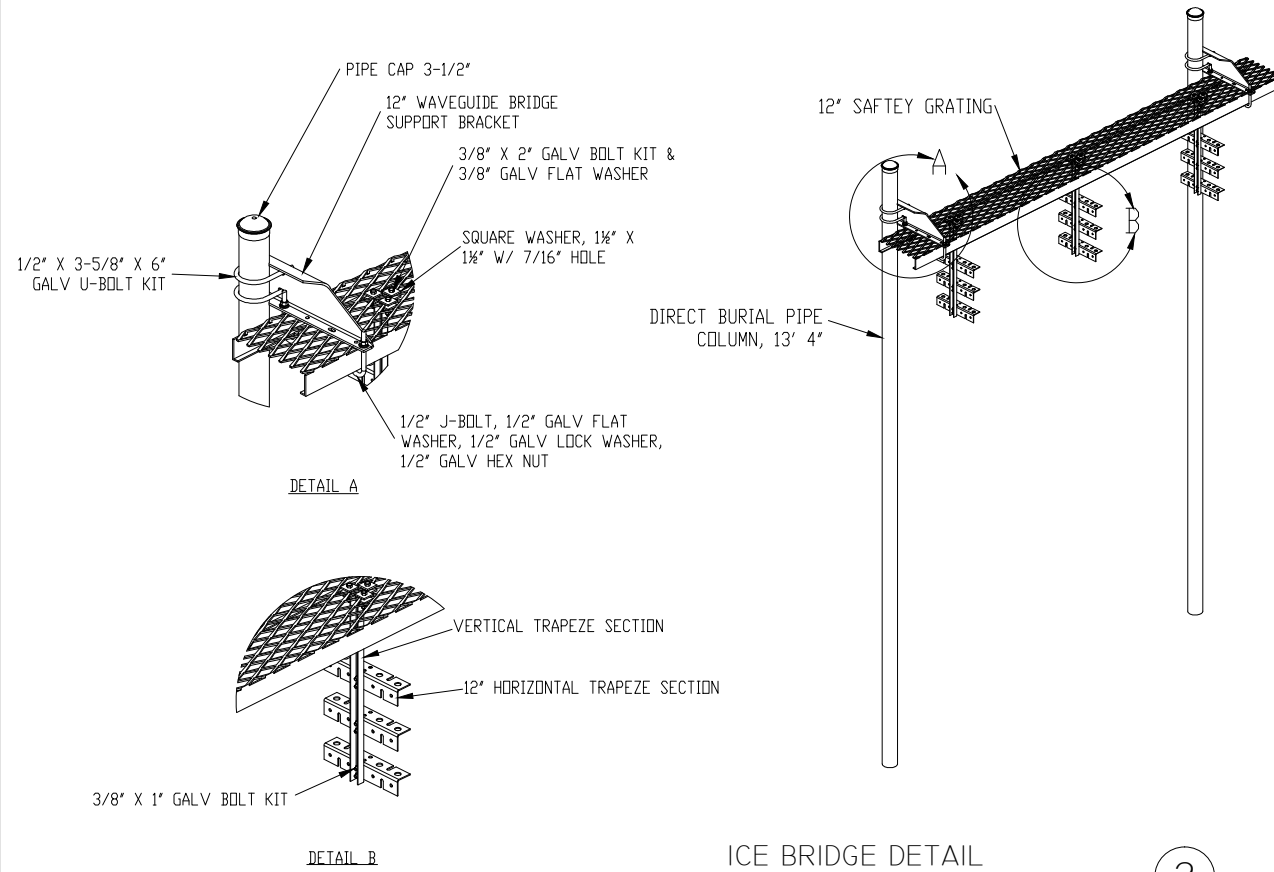
7



COAX HANGER DETAIL

SCALE: N.T.S.

1



ICE BRIDGE DETAIL

SCALE: N.T.S.

2

GENERAL COMMUNICATIONS



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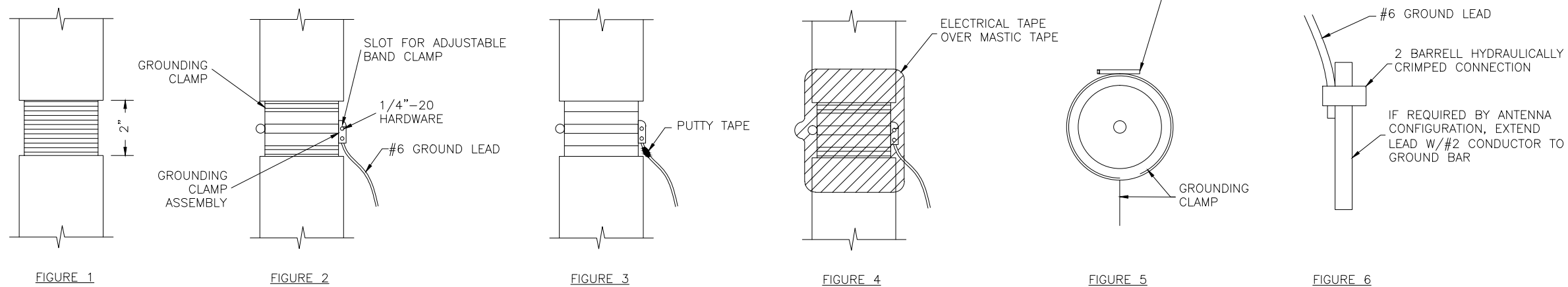
SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:

COAX MOUNTING  
DETAILS

SHEET NUMBER:

A-5



TYPICAL WEATHERPROOFING DETAILS

SCALE: N.T.S.

3

PROPOSED UNDERGROUND, 3-#1/0 IN 1-1/2" SCHEDULE 80 PVC CONDUIT & CONDUCTORS FOR POWER FROM UTILITY SOURCE TO UTILITY RACK

PROPOSED GENERAL COMMUNICATIONS CABINET ON 4"x4" PLATFORM INSIDE 10'x10' LEASE AREA

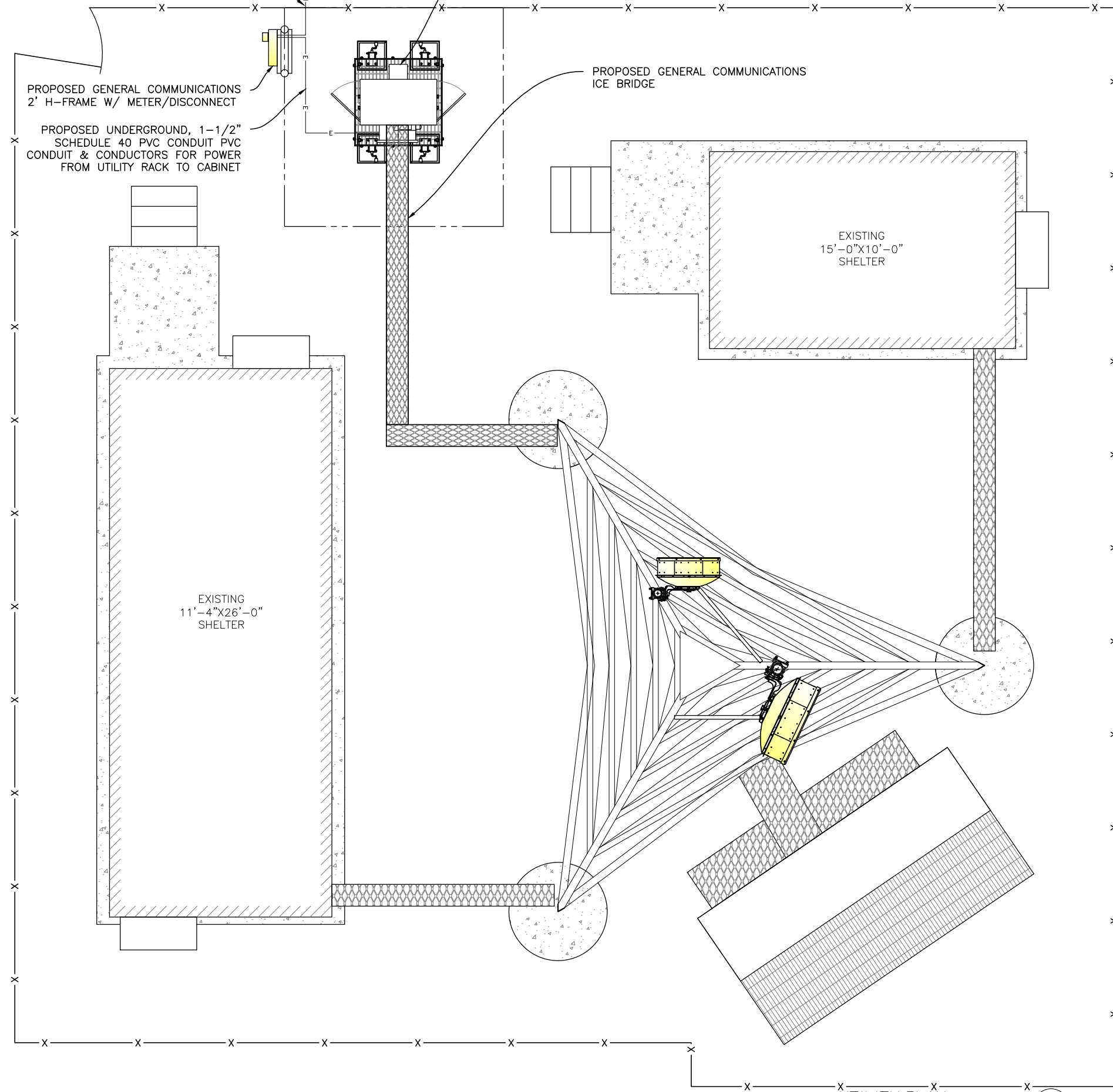
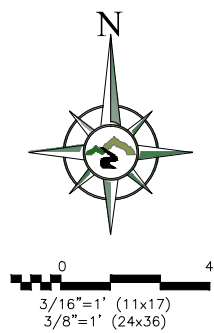
PROPOSED GENERAL COMMUNICATIONS 2' H-FRAME W/ METER/DISCONNECT

PROPOSED UNDERGROUND, 1-1/2" SCHEDULE 40 PVC CONDUIT PVC CONDUIT & CONDUCTORS FOR POWER FROM UTILITY RACK TO CABINET

PROPOSED GENERAL COMMUNICATIONS ICE BRIDGE

EXISTING 15'-0"x10'-0" SHELTER

EXISTING 11'-4"x26'-0" SHELTER



UTILITY PLAN

1

# GENERAL COMMUNICATIONS



**POWDER RIVER**

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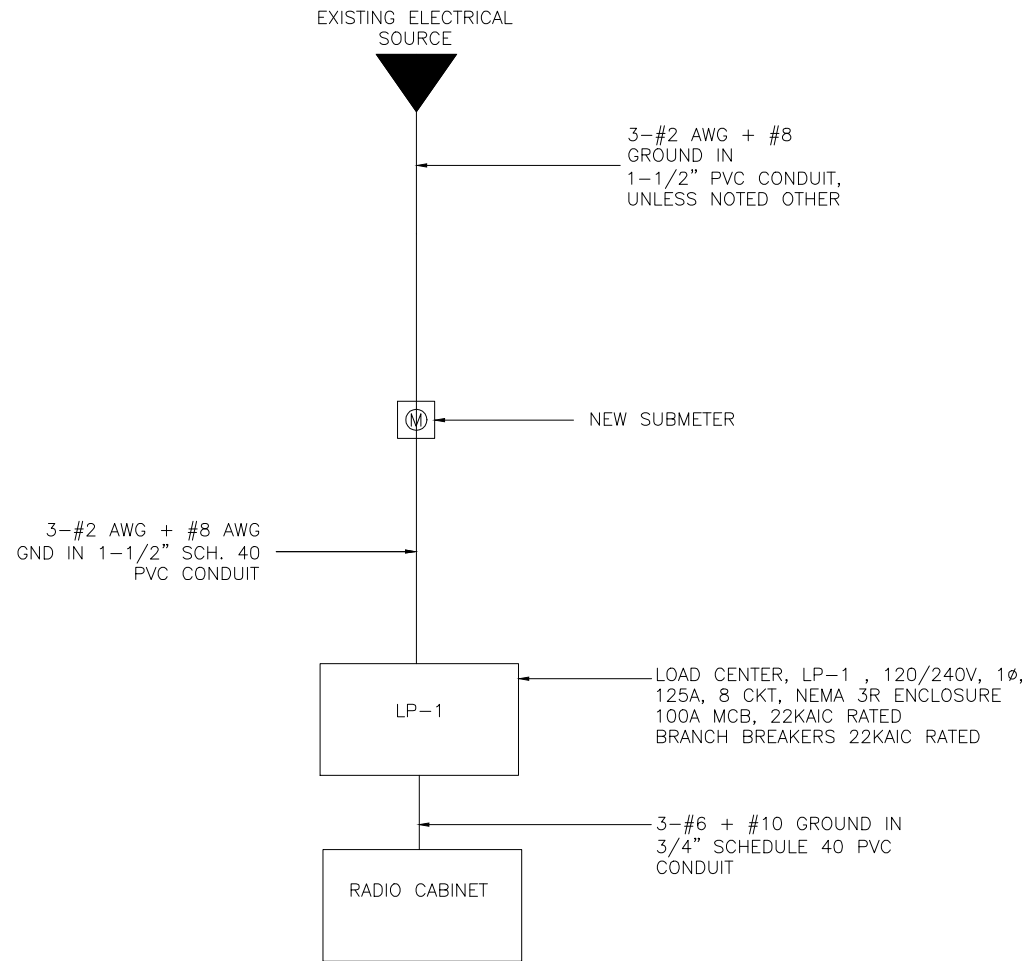
SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

## SHEET TITLE:

UTILITY PLAN AND  
DETAILS

## SHEET NUMBER:

E-1



SINGLE LINE DIAGRAM

1

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO ROUGH-IN.
3. THE CONDUIT RUNS AS SHOWN ON THE PLANS ARE APPROXIMATE. EXACT LOCATION AND ROUTING SHALL BE PER EXISTING FIELD CONDITIONS.
4. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.
5. ALL CONDUITS SHALL BE MET WITH BENDS MADE IN ACCORDANCE WITH NEC. NO RIGHT ANGLE DEVICE OTHER THAN STANDARD CONDUIT ELBOWS WITH 12" MINIMUM INSIDE SWEEPS FOR ALL CONDUITS 2" OR LARGER.
6. ALL CONDUIT TERMINATIONS SHALL BE PROVIDED WITH PLASTIC THROAT INSULATING GROUNDING BUSHINGS.
7. ALL WIRE SHALL BE TYPE THWN, SOLID, ANNEALED COPPER UP TO SIZE #10 AWG (#8 AND LARGER SHALL BE CONCENTRIC STRANDED) 75 DEGREE C, (167 DEGREES F), 98% CONDUCTIVITY, MINIMUM #12.
8. ALL WIRES SHALL BE TAGGED AT ALL PULL BOXES, J-BOXES, EQUIPMENT BOXES AND CABINETS WITH APPROVED PLASTIC TAGS, ACTION CRAFT, BRADY, OR APPROVED EQUAL.
9. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
10. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION TO CONFLICTS. VERIFY WITH MECHANICAL CONTRACTOR AND COMPLY AS REQUIRED.
11. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN NOT HAND WRITTEN.

12. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, AND ALL DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.
13. THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS, DOCUMENT ANY AND ALL WIRING AND EQUIPMENT CONDITIONS AND CHANGES WHILE COMPLETING THIS CONTRACT. SUBMIT AT SUBSTANTIAL COMPLETION.
14. ALL DISCONNECT SWITCHES AND OTHER CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMICOID NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM (NO EXCEPTIONS.)
15. ALL ELECTRICAL DEVICES AND INSTALLATIONS OF THE DEVICES SHALL COMPLY WITH (ADA) AMERICANS WITH DISABILITIES ACT AS ADOPTED BY THE APPLICABLE STATE.
16. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS OR RISERS THROUGH BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS WITHOUT CONSTRUCTION MANAGERS APPROVAL. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE PACKED WITH FIRE RATED MATERIAL WHICH SHALL MAINTAIN THE FIRE RATING OF THE WALL OR STRUCTURE. FILL FOR FLOOR PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE.
17. ELECTRICAL CHARACTERISTICS OF ALL EQUIPMENT (NEW AND EXISTING) SHALL BE FIELD VERIFIED WITH THE OWNER'S REPRESENTATIVE AND EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN OF CONDUIT AND WIRE. ALL EQUIPMENT SHALL BE PROPERLY CONNECTED ACCORDING TO THE NAMEPLATE DATA FURNISHED ON
18. THE EQUIPMENT (THE DESIGN OF THESE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN AND SOME EQUIPMENT CHARACTERISTICS MAY VARY FROM DESIGN AS SHOWN ON THESE DRAWINGS). LOCATION OF ALL OUTLET, BOXES, ETC., AND THE TYPE OF CONNECTION (PLUG OR DIRECT) SHALL BE CONFIRMED WITH THE OWNER'S REPRESENTATIVE PRIOR TO ROUGH-IN.

ELECTRICAL NOTES

2

VOLTS: 120/240V	FEED: TOP	MAIN C/B: 100 AMP	LOCATION: COMPOUND.	PANEL: 'LP-1'					
PHASE: 1Ø, 3 WIRE	BUSS: 125 AMP	MOUNTING: PLATFORM		TYPE: 3R					
DESCRIPTION	ØA	ØB	BREAKER	CKT #	CKT #	BREAKER	ØA	ØB	DESCRIPTION
GEN COMM CABINET #6	2800		60	1	2				SPACE
#10 THWN IN 3/4" C		2800	2	3	4				
A/C UNIT	1600		30	5	6	20	200		RECEPTACLE (DUPLEX)
		1600	2	7	8	20		-	SPARE
TOTAL WATTS:	4400	4400					200	0	:TOTAL WATTS
TOTAL WATTS / PHASE:	Ø	4600	Ø	4400	LCL = 9000W x .25 = 2250W				
TOTAL WATTS / ALL PHASES:	4600+4400+2250 = 11250				11250 / 240VOLTS, 1 Ø =				
TOTAL AMPS / ALL PHASES:	46.86								
MAIN CIRCUIT BREAKERS TO HAVE 22,000 A.I.C. MINIMUM; BRANCH BREAKERS 22,000 A.I.C.									

- NOTES:
1. ALL EQUIPMENT (FUSES, CIRCUIT BREAKERS, BUSSING, ETC.) SHALL HAVE A SHORT CIRCUIT RATING EQUAL TO, OR GREATER THAN, THE AVAILABLE SHORT CIRCUIT CURRENT AT THE LOCATION.
  2. PANEL IS 8 CIRCUIT. CIRCUITS NOT INDICATED SHALL BE DESIGNATED AS FUTURE SPACES.

POWER PANEL SCHEDULE

3

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SITE INFORMATION:  
OTH1279535

SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:  
SINGLE LINE DIAGRAM & DETAILS

SHEET NUMBER:  
E-2

# GENERAL COMMUNICATIONS



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### SITE INFORMATION:

OTH1279535

SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

### SHEET TITLE:

GROUNDING PLAN & NOTES

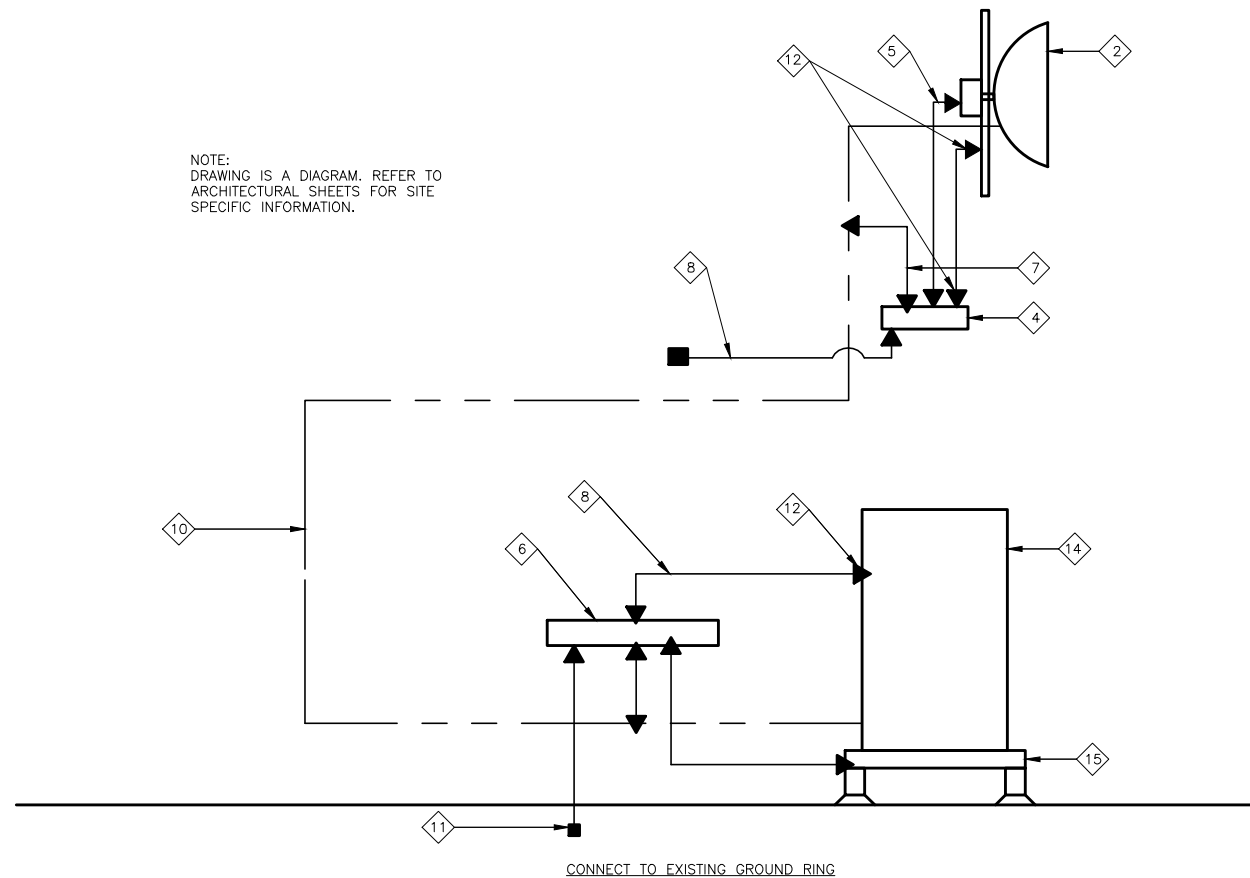
### SHEET NUMBER:

E-3

### GROUNDING SPECIFICATIONS:

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE.
- GROUND WIRES SHALL BE TINNED #2 AWG BARE SOLID Cu UNLESS OTHERWISE NOTED.
- GROUNDING CONNECTIONS SHALL BE EXOTHERMIC (CADWELD) UNLESS NOTED OTHERWISE. CLEAN SURFACES TO SHINEY METAL WHERE GROUND WIRES ARE CADWELDED TO GALVANIZED SURFACES. SPRAY CADWELD WITH GALVANIZING PAINT.
- ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.
- PRIOR TO INSTALLING LUGS ON GROUND WIRES, APPLY THOMAS & BETSS KOPR-SHIELD (TM OF JET LUB INC.) PRIOR TO BOLTING GROUND WIRE LUGS TO GROUND BARS, APPLY KOPR-SHIELD OR EQUAL.
- WHERE BARE COPPER GROUND WIRES ARE ROUTED FROM AND CONNECTION ABOVE GRADE TO GROUND RING, INSTALL WIRE IN 3/4" PVC SLEEVE, FROM 1'-0" ABOVE GRADE AND SEAL TOP WITH SILICONE MATERIAL.
- PREPARE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS BY REMOVING ALL PAINT AND CORROSION DOWN TO SHINY METAL. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDATION PAINT.
- GROUNDING WIRE CONNECTIONS SHALL BE 3-CRIMP C-TAP COMPRESSION TYPE. SPLIT BOLTS ARE NOT ACCEPTABLE.
- GROUND RODS SHALL BE COPPER CLAD STEEL 5/8"x10' SPACED NOT LESS THAN 10' O.C.
- CONNECTORS SHALL BE CRIMPED USING HYDRAULIC CRIMPING TOOLS.
- SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
- COPPER BUSES SHALL BE CLEANED, POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED.
- GROUNDING CONDUCTORS SHALL BE RUN THROUGH PVC SLEEVE WHERE ROUTED THROUGH WALLS, FLOORS, AND CEILING. ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.
- HARDWARE (I.E. NUTS, BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.
- EXOTHERMIC WELDS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURE'S RECOMMENDATIONS.
- THE ENTIRE SYSTEM SHALL BE SOLIDLY GROUNDED USING LOCKNUTS, AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. RECEPTACLES AND EQUIPMENT BRANCH CIRCUIT SHALL BE GROUNDED WITH A FULL SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
- INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANEL BOARD.
- GROUND BARS (SECTOR, COLLECTOR, MASTER) SHALL BE BARE 1/4"x4" OR 1/4"x2" COPPER AS INDICATED; LARGE ENOUGH TO ACCOMMODATE THE REQUIRED NUMBER OF GROUND CONNECTIONS. THE HARDWARE SECURING THE MGB SHALL ELECTRICALLY INSULATE THE MGB FROM ANY STRUCTURE TO WHICH IT IS FASTENED.
- APPLY T&B KOPR-SHIELD OR APPROVED EQUAL PRIOR TO MAKING MECHANICAL CONNECTIONS. CONNECTIONS SHALL BE MADE WITH STAINLESS STEEL BOLTS, NUTS, AND LOCK WASHERS 3/8" DIAMETER MIN. WHERE GALVANIZING IS REMOVED FROM METAL IT SHALL BE PAINTED OR TOUCHED UP WITH "GALVONOX" OR EQUAL.
- ALL TERMINATIONS AT EQUIPMENT ENCLOSURES, PANELS, FRAMES OF EQUIPMENT AND WHERE EXPOSED FOR GROUNDING CONDUCTOR TERMINATION SHALL BE PERFORMED UTILIZING TWO HOLE BOLTED TONGUE COMPRESSION TYPE WITH STAINLESS STEEL SELF-TAPPING SCREWS.
- ALL CLAMPS AND SUPPORTS USED TO SUPPORT THE GROUNDING SYSTEM CONDUCTORS AND PVC CONDUITS SHALL BE PVC TYPE (NON-CONDUCTIVE). DO NOT USE METAL BRACKETS OR SUPPORTS WHICH WOULD FORM A COMPLETE RING AROUND ANY GROUNDING CONDUCTOR.
- ALL BOLTS WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
- THE CONTRACTOR SHALL ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE TO EARTH DOES NOT EXCEED 5.0 OHMS. PROVIDE A COPY OF TESTING REPORT, INCLUDING THE METHOD AND INSTRUMENTS USED TO VERIFY RESISTANCE TO CARRIER REPRESENTATIVE.
- BOND CABINET THROUGH THE MAIN GROUND BAR.

NOTE:  
DRAWING IS A DIAGRAM. REFER TO  
ARCHITECTURAL SHEETS FOR SITE  
SPECIFIC INFORMATION.



- |                                               |                                         |
|-----------------------------------------------|-----------------------------------------|
| 1 NOT USED                                    | 9 NOT USED                              |
| 2 NEW CARRIER MICROWAVE DISH (TOTAL OF 3)     | 10 NEW COAXIAL CABLE ROUTING            |
| 3 NEW PULL BOX FOR FIBER CABLE                | 11 NEW CADWELD CONNECTION (TYP)         |
| 4 NEW 2"x10"x1/4" SECTOR GROUND BUS (SGB)     | 12 NEW MECHANICAL CONNECTION (TYP)      |
| 5 NEW ODU GROUND                              | 13 NOT USED                             |
| 6 NEW 4"x20"x1/4" MASTER GROUND BUS (MGB)     | 14 NEW CARRIER EQUIPMENT CABINET        |
| 7 NEW ANTENNA CABLE GROUNDING KIT (TYP)       | 15 NEW CARRIER EQUIPMENT STEEL PLATFORM |
| 8 NEW #2 STRANDED INSULATED GROUND WIRE (TYP) | 16 NOT USED                             |

### GROUNDING SCHEMATIC LEGEND

- ▲ MECHANICAL CONNECTION
- EXOTHERMIC WELD CONNECTION

### GROUNDING SCHEMATIC

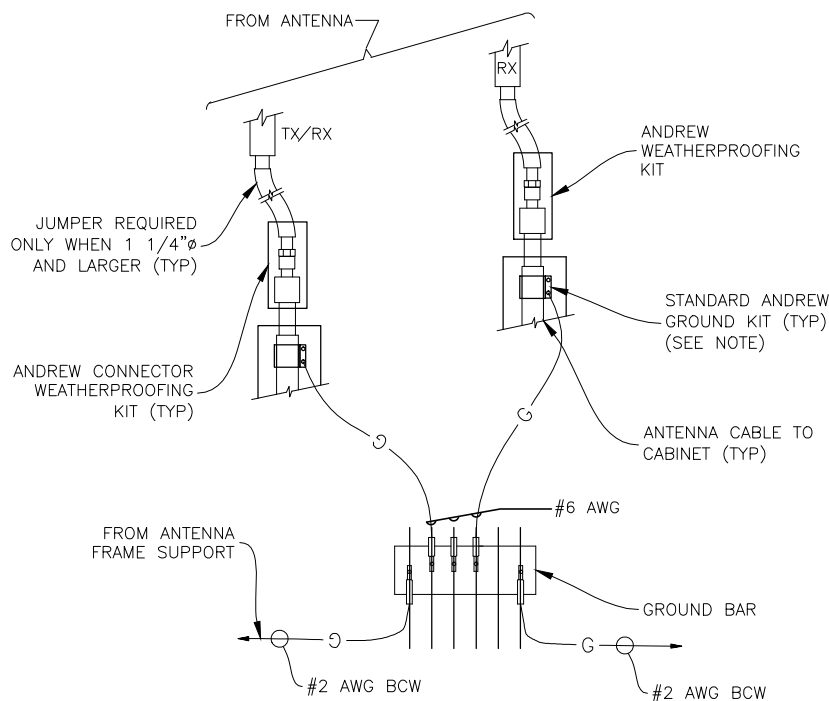
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1

### GROUNDING SPECIFICATIONS

SCALE: N.T.S.

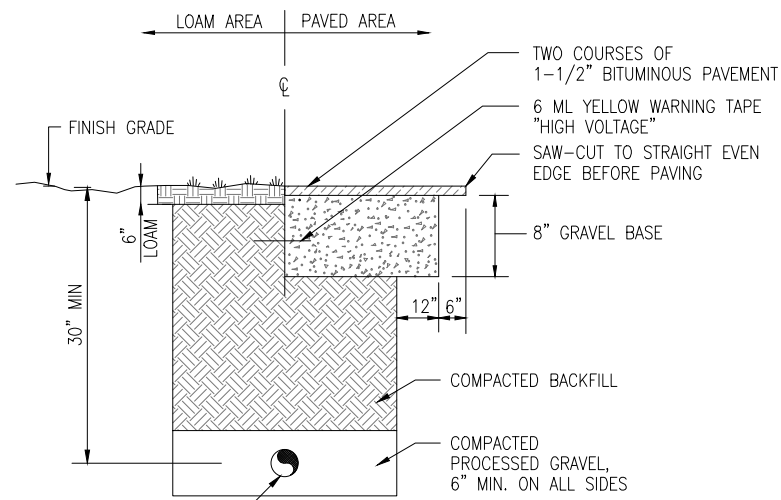
2



ANTENNA GROUNDING DETAIL

SCALE: N.T.S.

1

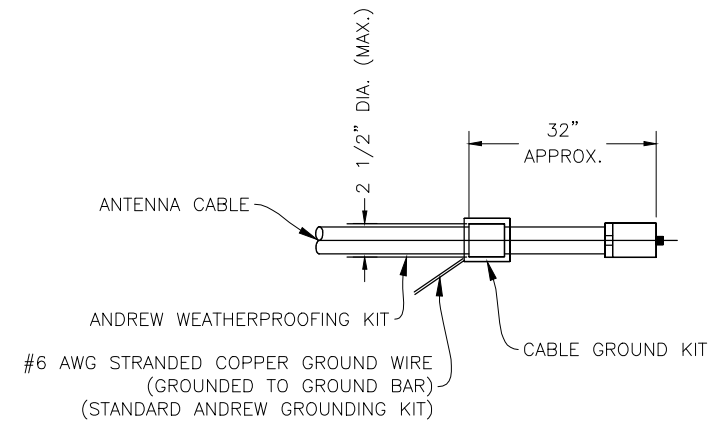


SCHEDULE 40 CONDUITS, UNLESS OTHERWISE NOTED, SIZE AS INDICATED ON SINGLE LINE DIAGRAM FOR NEW ELECTRICAL SERVICES SEE UTILITY AND SITE PLANS. PROVIDE APPROVED PULL BOXES AS REQUIRED, AND COORDINATE INSTALLATION W/ ALL UTILITY COMPANIES FOR INTERFACING AT TERMINATION POINTS. PROVIDE FULL LENGTH PULL ROPES (TYP.).

TYPICAL TRENCH DETAIL

SCALE: N.T.S.

2

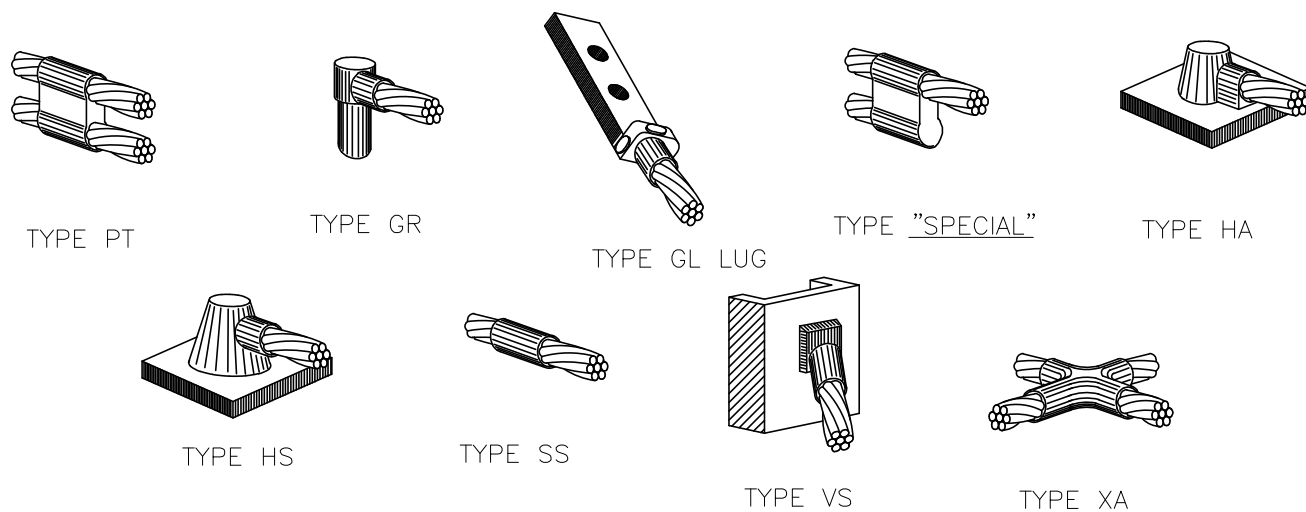


NOTE: DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.

COAX CABLE GROUND

SCALE: N.T.S.

3



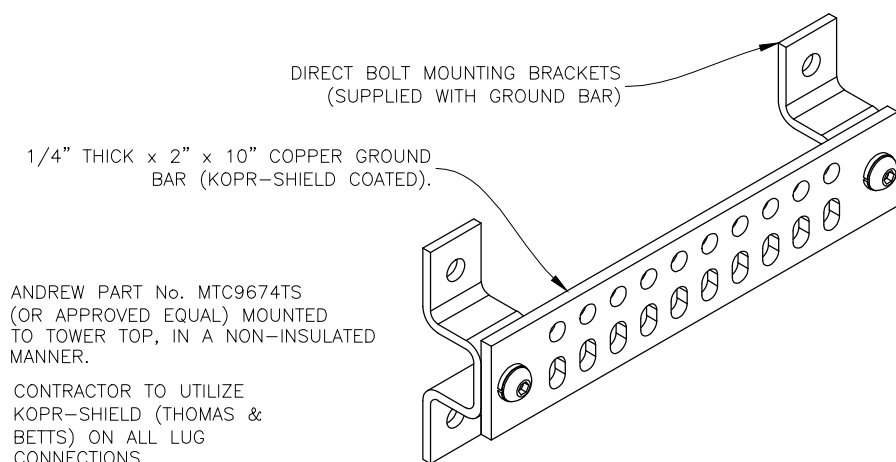
CADWELD DETAIL

SCALE: N.T.S.

4

GROUND LEADS

#6 AWG FOR COAX GROUNDS



TOP TOWER GROUND BAR DETAIL-SECTOR

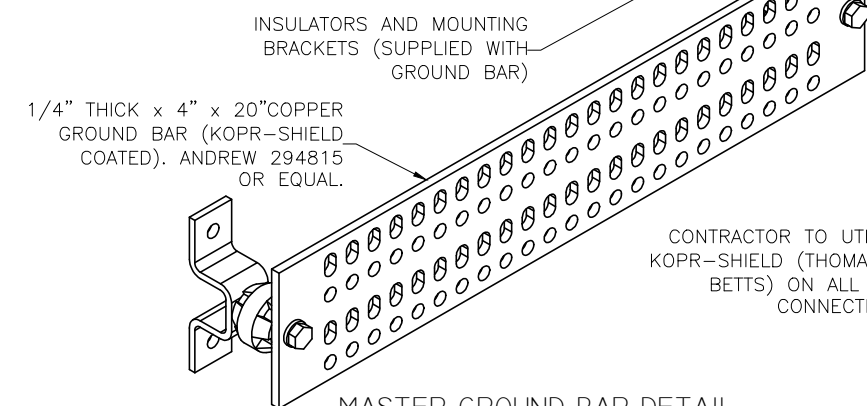
SCALE: N.T.S.

6

GROUND LEADS

(2) TWO HOLE LUG TO BE USED WITH #2 AWG BCW TO GROUND RING.

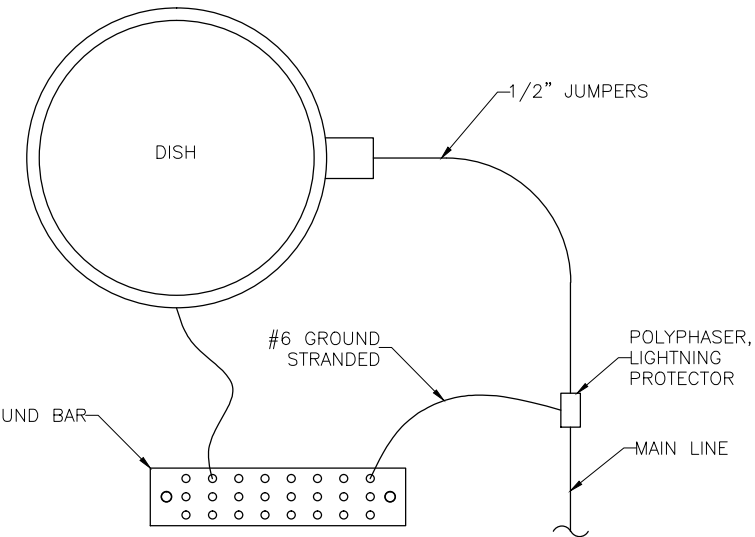
#6 AWG FROM ANTENNA CABLE GROUND KITS.



MASTER GROUND BAR DETAIL

SCALE: N.T.S.

8



DISH GROUNDING DETAIL

SCALE: N.T.S.

5

GENERAL COMMUNICATIONS



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OTH1279535

SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:

E-4

NOT USED

SCALE: N.T.S.

7

**IMPORTANT NOTE:**

THE CONTRACTOR MUST PROVIDE CLOSE-OUT DOCUMENTS AT THE FINAL INSPECTION WALK BEFORE PAYMENTS WILL BE MADE.

ANY SINKAGE CAUSED BY POOR COMPACTION WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**GENERAL REQUIREMENTS**

1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.
2. THE ARCHITECT/ENGINEER HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
3. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) NEWN'S REPRESENTATIVE OF ANY CONFLICTS, ERRORS, OR EMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK.
4. THE SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND ALL OTHER MATERIALS AND LABOR DEEMED NECESSARY TO COMPLETE THE WORK/PROJECT AS DESCRIBED THEREIN.
5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT.
6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT.
7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
8. THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDUMS OR CLARIFICATIONS AVAILABLE FOR THE USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE ARCHITECT/ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PLAIN SPOTS, DUST OR SMUDGES OF ANY KIND.
13. THE CONTRACTOR SHALL COMPLY WITH ALL PERTINENT SECTIONS OF THE APPLICABLE BUILDING CODES AND ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.
14. THE CONTRACTOR SHALL NOTIFY NEWN'S REPRESENTATIVE WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED BY NEWN'S REPRESENTATIVE.

15. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.

16. THE CONTRACTOR SHALL NOTIFY THE RF ENGINEER FOR ANTENNA AZIMUTH VERIFICATION (DURING ANTENNA INSTALLATION) PRIOR TO COORDINATING SITE SWEEPING.

17. THE CONTRACTOR SHALL SUBMIT, AT THE END OF THE PROJECT, A COMPLETE SET OF AS-BUILT DRAWINGS TO NEWN'S PROJECT MANAGER.

**SITE WORK AND DRAINAGE**  
EARTHWORK, EXCAVATION, AND GRADING

**PART 1 GENERAL**

- 1.01 WORK INCLUDED: REFER TO SURVEY AND SITE PLAN FOR WORK INCLUDED.
- 1.02 RELATED WORK
  - A. CONSTRUCTION OF EQUIPMENT FOUNDATIONS
  - B. INSTALLATION OF ANTENNA SYSTEM
- 1.03 DESCRIPTIONS
  - A. ACCESS ROAD, TURNAROUND AREAS, AND SITES ARE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
  - 1.04 QUALITY ASSURANCE
    - A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION (USE AS NEEDED)
    - B. VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT WILL BE PLACED AND MAINTAINED AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
  - 1.05 SEQUENCING
    - A. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING.
    - B. GRUB THE COMPLETE ROAD AND SITE AREA PRIOR TO FOUNDATION CONSTRUCTION OR PLACEMENT OF BACKFILL OR SUB-BASE MATERIAL.
    - C. CONSTRUCT TEMPORARY CONSTRUCTION ZONE ALONG ACCESS DRIVE.
    - D. THE SITE AREA WILL BE BROUGHT TO SUB-BASE COURSE ELEVATION AND THE ACCESS ROAD TO BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS.
    - E. APPLY SILT STERILIZER PRIOR TO PLACING BASE MATERIALS.
    - F. IF REQUIRED, GRADE, SEED, FERTILIZE AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE ELEVATION. WATER TO ENSURE GROWTH.
    - G. REMOVE EXCESS GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.
    - H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO THE STONE SURFACES.
- 1.06 SUBMITTALS
  - A. BEFORE CONSTRUCTION
    1. IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT TWO COPIES OF THE LANDSCAPING PLAN UNDER NURSERY LETTERHEAD. IF A LANDSCAPE ALLOWANCE IS INCLUDED IN THE CONTRACT, PROVIDE AN ITEMIZED LISTING OF PROPOSED COSTS UNDER NURSERY LETTERHEAD (REFER TO SITE PLAN FOR LANDSCAPING REQUIREMENT).
    2. SUBMIT FOR APPROVAL 1/2 CUBIC FOOT OF THE PROPOSED SURFACE COURSE MATERIAL.
    3. LANDSCAPING WARRANTY STATEMENT, IF REQUIRED.

**PART 2 PRODUCTS**

- 2.01 MATERIALS
  - A. ROAD AND SITE MATERIALS; FILL MATERIAL SHALL BE ACCEPTABLE, SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARD SPECIFICATIONS.
  - B. SOIL STERILIZER SHALL BE EPA REGISTERED OF LIQUID COMPOSITION AND OF PRE-EMERGENCE DESIGN.

C. SOIL STABILIZER FABRIC SHALL BE MIRAFI OR EQUAL - 500X AT ACCESS ROAD AND SOAK AT COMPOUND.

D. GRAVEL FILL; WELL GRADED, HARD, DURABLE, NATURAL SAND AND GRAVEL, FREE FROM ICE AND SNOW, ROOTS, SOD RUBBISH, AND OTHER DELETERIOUS OR ORGANIC MATTER. MATERIAL SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS.

U. S. SIEVE NO.	% PASSING BY WEIGHT
4"	100
1/2"	50-85
#4	40-75
#10	30-60
#40	10-30
#100	5-20
#200	0-8

GRAVEL FILL TO BE PLACED IN LIFTS OF 9" MAXIMUM THICKNESS AND COMPACTED TO 95% DENSITY.

**2.02 EQUIPMENT**

A. COMPACTION SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREAS SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATORY OR RUBBER TIED ROLLERS WEIGHING AT LEAST FIVE TONS. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVER, HAND HELD TAMPERS.

B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF 6" BELOW ORIGINAL GROUND LEVEL.

C. UNLESS OTHERWISE INSTRUCTED BY NEWN COM. REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED DISPOSAL LOCATION.

D. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.

E. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.

**3.03 INSTALLATION**

A. THE SITE AND TURNAROUND AREAS SHALL BE AT THE SUB-BASE COURSE ELEVATION PRIOR TO FORMING FOUNDATIONS. GRADE OR FILL THE SITE AND ACCESS ROAD AS REQUIRED TO PRODUCE EVEN DISTRIBUTION OF SPOILS RESULTING FROM FOUNDATION EXCAVATIONS. THE RESULTING GRADE SHALL CORRESPOND WITH SAID SUB-BASE COURSE, ELEVATIONS ARE TO BE CALCULATED FROM FINISHED GRADES OR SLOPES INDICATED.

B. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF NEWN INC. LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER.

C. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.

D. DO NOT CREATE DEPRESSIONS WHERE WATER MAY POND.

E. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND COMPLETE SURFACE COURSE FOR ACCESS ROAD. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO PUBLIC THOROUGHFARE IS INCLUDED IN SCOPE OF WORK UNLESS OTHERWISE INDICATED.

F. WHEN IMPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.

G. PLACE FILL OR STONE IN 3" MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.

H. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF 12" BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.

I. RIPRAP SHALL BE APPLIED TO THE SIDE SLOPES OF ALL FENCED AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2:1.

J. RIPRAP SHALL BE APPLIED TO THE SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.

K. RIPRAP ENTIRE DITCH FOR 6'-0" IN ALL DIRECTIONS AT CULVERT OPENINGS.

L. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE, SWALES, NOT OTHERWISE RIP-RAPPED.

M. UNDER NO CIRCUMSTANCES SHALL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE. IF OWNER DESIGNS OR IF DESIGN ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY.

**GENERAL COMMUNICATIONS**



**POWDER RIVER**

Development Services, LLC

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**SUBMITTALS**

NO.	DATE	DESCRIPTION	BY
5	07/14/11	REDLINE REVISIONS	KE
2	06/23/11	REDLINE REVISIONS	KE
1	06/09/11	REDLINE REVISIONS	KE
0	06/01/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 0691-042511

CHECKED BY: G. CLOWER, P.E.

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**SITE INFORMATION:**

AT11014841

5338 AUTUM RD SW (CR19)  
PERRYSVILLE, OH 44615

**SHEET TITLE:**

GENERAL NOTES

**SHEET NUMBER:**

GN-1

N. IF A DITCH LIES WITH SLOPES GREATER THAN TEN PERCENT, MOUND DIVERSIONARY HEADWALLS IN THE DITCH FOR 6'-0" ABOVE THE CULVERT ENTRANCE.

O. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND TO LOOSEN THE SOIL.

P. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.

Q. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.04 FIELD QUALITY CONTROL

A. COMPACTION SHALL BE 90% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% MAXIMUM DENSITY UNDER SLAB AREAS. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.

3.05 PROTECTION

A. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1"-2". STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET SHALL BE AN ACCEPTABLE ALTERNATIVE.

B. ALL TIRES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT SHALL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE AND SECURED TO STAKES EXTENDING 2'-0" INTO THE GROUND ON FOUR SIDES OF THE TREE.

C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION. STRAW BALES SHALL BE PLACED AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS.

CHAIN LINK FENCE

PART 1 - GENERAL

4.01 SEQUENCING

A. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.

4.02 APPLICABLE STANDARDS

ASTM-A120 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.

FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC AND ACCESSORIES).

PART 2 - PRODUCTS

4.03 FENCE MATERIALS

A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.

B. FABRIC SHALL BE 8'-0" HIGH X 2" CHAIN LINK MESH OF NO. 9 GAUGE (0.148) WIRE. THE FABRIC SHALL HAVE A TWISTED AND BARBED FINISH FOR THE TOP EDGES AND A KNUCKLED FINISH FOR THE BOTTOM EDGES, FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.

C. BARBED WIRE SHALL BE DOUBLE-STRAND, 12 GAUGE TWISTED WIRE, WITH 14 GAUGE 4 POINT ROUND BARBS SPACED AT 5" O.C.

D. ALL POSTS SHALL BE SCHEDULE 20-GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-123 AND OF THE FOLLOWING DIAMETER (OD PER FENCE INDUSTRY STANDARDS).

LINE.	2 3/8"
CORNER	4"
GATE	3"

E. EXTEND GATE AND CORNER POSTS 12", INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.

F. ALL TOP AND BRACED RAIL SHALL BE 1 5/8" DIAMETER SCHEDULE - 20 MECHANICAL - SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.

G. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.

H. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188 DEGREE ATTACHMENT, OR EQUAL.

I. THE GUIDE (LATCH ASSEMBLY) SHALL BE TAMPER PROOF.

J. LATCHES, STOPS, AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.

K. ALL STOPS SHALL HAVE A FULL-HEIGHT PLUNGER BAR WITH DOME CAP.

L. DOUBLE GATES SHALL HAVE A FULL-HEIGHT PLUNGER BAR WITH DOME CAP.

M. A NO. 7 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS.

N. A 6" X 1/2" EYE-BOLT TO HOLD TENSION WIRE WILL BE PLACED AT LINE POSTS.

O. STRETCHER BARS SHALL BE 3/16" X 3/4" OR HAVE EQUIVALENT CROSS SECTIONAL AREA.

P. ALL CORNER, GATE AND END PANELS SHALL HAVE A 3/8" TRUSS ROD WITH TURNBUCKLES AND BE BRACED WITH ONE 1-5/8" HORIZONTAL COMPRESSION MEMBER, SECURELY ATTACHED WITH IRON FITTINGS.

R. PROVIDE OTHER HARDWARE INCLUDING BUT NOT LIMITED TO TIE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.

S. BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.

T. BARBED WIRE SUPPORT ARMS SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.

U. ALL CAPS SHALL BE CAST STEEL.

V. INSTALL REDWOOD SLATTING IN BETWEEN ALL FABRIC WIRE - FULL HT.

PART 3 - EXECUTION

4.04 EQUIPMENT: EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT

4.05 INSPECTION: EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENT CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

4.06 INSTALLATION

A. POST FOUNDATIONS SHALL HAVE A MINIMUM 6" CONCRETE COVER UNDER POST.

B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN 1/4" IN 8'-0".

C. AT CORNER POSTS, GATE POST AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT 1'-3" INTERVALS.

D. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT 1'-3" INTERVALS.

E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE CLIPS AT 2'-0" INTERVALS.

F. A MAXIMUM GAP OF 1" WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.

G. GATES SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.

H. GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.

4.07 PROTECTION: UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZING PROCESS.

CONCRETE

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION

WORK INCLUDES CONSTRUCTION OF CAST-IN-PLACE CONCRETE FOUNDATIONS, INCLUDING FURNISHING AND INSTALLING READY-MIX CONCRETE, REINFORCING, FORMWORK, AND ACCESSORY MATERIALS AS SHOWN ON THE DRAWINGS. CAST-IN-PLACE CONCRETE INCLUDES ALL SITE CONCRETE, INCLUDING FOUNDATIONS, SLABS ON GRADE, EQUIPMENT PADS, AND GUARDPOST FOUNDATIONS.

1.02 RELATED WORK

A. COORDINATE UNDER SLAB CONDUITS.

B. COORDINATE WITH GROUNDING.

1.03 APPLICABLE STANDARDS

A. ACI-301 - SPECIFICATIONS FOR STRUCTURAL CONCRETE BUILDINGS.

B. ACI 347 - GUIDE TO FORMWORK FOR CONCRETE.

C. ASTM C33 - CONCRETE AGGREGATES.

D. ASTM C94 - READY-MIXED CONCRETE.

E. ASTM C150 - PORTLAND CEMENT.

F. ASTM C260 - AIR-ENTRAINING ADMIXTURES FOR CONCRETE.

G. ASTM C309 - LIQUID MEMBRANE FORMING COMPOUNDS FORMING COMPOUNDS FOR CURING CONCRETE.

H. ASTM C494 - CHEMICAL ADMIXTURES FOR CONCRETE.

I. ASTM A615 - STEEL WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT.

J. ASTM A185 - STEEL WELDED WIRE FABRIC FOR CONCRETE REINFORCEMENT.

1.04 QUALITY ASSURANCE

CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER.

1.05 TESTS

CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER MATERIAL REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.

A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER AND PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY-EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY. IF REQUIRED TO BE USED IN THE FUTURE.

B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.

C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

PART 2 - PRODUCT

2.01 CONCRETE MATERIALS

CONCRETE SHALL BE COMPOSED OF PORTLAND CEMENT, WATER, FINE AND COARSE AGGREGATES, AND ADMIXTURES AS SPECIFIED BELOW. ALL WELL MIXED AND BROUGHT TO PROPER CONSISTENCY.

A. CEMENT: CEMENT SHALL BE TYPE II, GRAY COLOR, LOW-ALKALI PORTLAND CEMENT CONFORMING TO ASTM C150.

B. FINE AND COARSE AGGREGATES: AGGREGATES FOR USE IN CONCRETE SHALL COMPLY WITH ASTM C33.

C. WATER: WATER FOR MIXING AND CURING CONCRETE SHALL BE FREE FROM SEWAGE, OIL, ACID, ALKALI, AND SLATS AND SHALL BE FREE FROM OBJECTIONABLE QUANTITIES OF SILT, AND OTHER DELETERIOUS SUBSTANCES.

2.02 ADMIXTURES

A. AIR ENTRAINMENT: AIR ENTRAINING AGENT SHALL CONFORM TO ASTM C280. THE ADMIXTURE SHALL BE ADDED AS PART OF THE COMPUTED MIXING WATER REQUIREMENTS. AGENTS PREPARED IN SOLUTION SHALL BE MAINTAINED AT A UNIFORM STRENGTH AND SHALL BE BATCH BY MEANS OF RELIABLE MECHANICAL DISPENSERS.

B. CHEMICAL ADMIXTURES: ASTM 494, TYPE A-WATER REDUCING AND RETARDING.

GENERAL COMMUNICATIONS



POWDER RIVER

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SUBMITTALS			
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211

CHECKED BY: G. CLOWER, P.E.

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SITE INFORMATION:

OTH1279535

SE CORNER OF I-55 & CASS AVE  
DARIEN, IL 60527

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN-2



2.03 CURING COMPOUND: ASTM C309, TYPE 1, CLASS B; TRANSLUCENT.

2.04 ACCESSORIES

A. NONSHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS; CAPABLE OF DEVELOPING MINIMUM COMPRESSIVE STRENGTH OF 7,000 PSI IN 28 DAYS.

B. JOINT FILLERS BITUMINOUS TYPE, ASTM D1751 OR NON-BITUMINOUS TYPE, ASTM D1752.

C. ANCHOR BOLTS: ASTM A307. UNPRIMED.

2.05 CONCRETE MIX

A. CONCRETE SHALL BE PROPORTIONED FOR WORKABILITY, MAXIMUM DENSITY, STRENGTH, AND DURABILITY REQUIREMENTS IN ACCORDANCE WITH ACI 301, THE 28-DAY DESIGN COMPRESSIVE STRENGTH OF CONCRETE SHALL BE AS SPECIFIED ON THE DRAWINGS. CONCRETE FURNISHED MAY BE A COMMERCIAL READY-MIX PROVIDED THAT DELIVERY TO THE PLACING LOCATION IS SATISFACTORILY ESTABLISHED AS OCCURRING NOT LATER THAN 45 MINUTES AFTER ADDITION OF WATER TO THE MIX. SLUMP OF DELIVERED CONCRETE SHALL NOT EXCEED 5".

B. THE FOLLOWING STRENGTHS SHALL BE USED:

1. FENCE POSTS FOUNDATIONS - DESIGN COMPRESSIVE STRENGTH AT 28 DAYS OF 2,000 PSI.

2. EQUIPMENT FOUNDATIONS - DESIGN COMPRESSIVE STRENGTH AT 28 DAYS OF 4,000 PSI.

3. ALL OTHER CONCRETE NOT SPECIFIED - DESIGN COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI.

4. CONCRETE SPECIFICATION FOR MONOPOLE OR TOWER FOUNDATION SHALL CONFORM TO MANUFACTURER'S RECOMMENDATIONS.

C. USE ACCELERATING ADMIXTURES IN COLD WEATHER ONLY WHEN APPROVED BY THE ENGINEER. USE OF ADMIXTURES WILL NOT RELAX COLD WEATHER PLACEMENT REQUIREMENTS.

D. USE SET-RETARDING ADMIXTURES DURING HOT WEATHER ONLY WHEN APPROVED BY THE ENGINEER.

E. ADD AIR ENTRAINING AGENT TO CONCRETE MIX FOR CONCRETE WORK SUBJECT TO OR EXPOSED TO EXTERIOR.

PART 3 - EXECUTION

3.01 INSPECTION

THE CONTRACTOR SHALL VERIFY ANCHORS, SEATS, PENETRATIONS, PLATES, REINFORCEMENT, AND OTHER ITEMS TO BE CAST INTO CONCRETE ARE ACCURATELY PLACED, HELD SECURELY, AND SHALL NOT CAUSE HARDSHIP IN PLACING CONCRETE.

3.02 PREPARATION

A. THE CONTRACTOR SHALL PREPARE PREVIOUSLY PLACED CONCRETE BY CLEANING WITH STEEL BRUSH AND APPLYING BONDING AGENT. APPLY BONDING AGENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

3.03 PLACING CONCRETE

A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAN 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT. UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER.

CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES, AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE NEWN REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND NEWN HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT TESTING.

B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.

C. THE CONTRACTOR SHALL ENSURE THAT REINFORCEMENT, INSERTS, EMBEDDED PARTS, FORMED JOINTS, AND VAPOR BARRIERS ARE NOT DISTURBED DURING CONCRETE PLACEMENT.

3.04 SURFACE FINISHES

A. SURFACES AGAINST WHICH BACKFILL OR CONCRETE SHALL BE PLACED REQUIRE NO TREATMENT EXCEPT REPAIR OF DEFECTIVE AREAS.

B. SURFACES THAT WILL BE PERMANENTLY EXPOSED SHALL PRESENT A UNIFORM FINISH PROVIDED BY THE REMOVAL OF FINIS AND THE FILLING OF HOLES AND OTHER IRREGULARITIES WITH DRY PACK GROUT, OR BY SACKING WITH UTILITY OR ORDINARY GROUT.

C. SURFACES THAT WOULD NORMALLY BE LEVEL AND WHICH WILL BE PERMANENTLY EXPOSE TO THE WEATHER SHALL BE SLOPED FOR DRAINAGE. UNLESS ENGINEER'S DESIGN DRAWING SPECIFIES A HORIZONTAL SURFACE OF SURFACES, SUCH AS STAIR THREADS, WALLS, CURBS, AND PARAPETS SHALL BE SLOPED APPROXIMATELY 1/4 FT.

D. SURFACES THAT WILL BE COVERED BY BACKFILL OR CONCRETE SHALL BE SMOOTH SCREENED.

E. EXPOSED SLAB SURFACES SHALL BE CONSOLIDATED, SCREENED, FLOATED, AND STEEL TROWELED. HAND OR POWER-DRIVEN EQUIPMENT MAY BE USED FOR FLOATING SHALL BE STARTED AS SOON AS THE SCREENED SURFACE HAS ATTAINED A STIFFNESS TO PERMIT FINISHING OPERATIONS. FLOATING SHALL BE CONTINUED THE MINIMUM TIME REQUIRED TO PRODUCE A SURFACE UNIFORM IN TEXTURE AND FREE FROM SCREENED MARKS OR OTHER IMPERFECTIONS. THE FINAL FINISH SHALL BE PRODUCED BY USE OF STEEL-BLADED FINISHING TROWELS. STEEL TROWLING SHALL COMMENCE ONLY AFTER THE SURFACES TO BE FINISHED HAVE BEEN BROUGHT TO CORRECT ELEVATION AND ALL SURFACE IMPERFECTIONS CORRECTED, AND SHALL BE CONTINUED ONLY UNTIL THE SURFACE IS SMOOTH AND UNIFORM IN TEXTURE AND APPEARANCE. IF FREE WATER IS BROUGHT TO THE SURFACE DURING THE FINISHING OPERATIONS, IT SHALL BE REMOVED BY SPONGING. FINISHING SHALL BE TIMED AND PERFORMED SO THAT EXTRA WATER NEED NOT BE APPLIED TO THE SURFACE BEING TROWELED.

3.05 PATCHING

THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON REMOVAL OF THE FORMS TO OBSERVE CONCRETE SURFACE CONDITIONS. IMPERFECTIONS SHALL BE PATCHED ACCORDING TO THE ENGINEER'S DIRECTION.

3.06 DEFECTIVE CONCRETE

THE CONTRACTOR SHALL NOTIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED LEVELS AND LINES, DETAILS, AND ELEVATIONS AS SPECIFIED IN ACI 301.

3.07 PROTECTION

A. IMMEDIATELY AFTER PLACEMENT. THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.

B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SLATS, OIL, SEDIMENT, OR ORGANIC MATTER. SUCCESSFUL CURING SHALL BE ASSURED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF HOSE, SPRINKLERS, AND SPRAYING DEVICES.

METALS

PART 1 - GENERAL

1.01 WORK INCLUDED

A. THE WORK CONSISTS OF THE FABRICATION AND INSTALLATION OF ALL MATERIALS TO BE FURNISHED, AND WITHOUT LIMITING THE GENERALITY THEREOF, INCLUDES ALL EQUIPMENT, LABOR AND SERVICES REQUIRED FOR ALL STRUCTURAL STEEL WORK INCLUDING ALL ITEMS INCIDENTAL THERETO AS SPECIFIED HEREIN AND AS SHOWN ON THE DRAWINGS. INCLUDING:

- 1. STEEL FRAMING INCLUDING BEAMS, ANGLES, CHANNELS AND PLATES.
2. WELDING AND BOLTING OF ATTACHMENTS.

1.02 REFERENCE STANDARDS

A. THE WORK SHALL CONFORM TO THE CODES AND STANDARDS OF THE FOLLOWING AGENCIES AS FURTHER SIGHTED HEREIN:

1. ASTM: AMERICAN SOCIETY FOR TESTING AND MATERIALS, 196 RACE STREET, PHILADELPHIA, PA 19103, USA AS PUBLISHED IN "COMPILATION OF ASTM STANDARDS IN BUILDING CODES".

2. AWS: AMERICAN WELDING SOCIETY INC., 2501 NW 7TH STREET, MIAMI, FL 33125 USA AS PUBLISHED IN "CODE FOR STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES": "SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."

PART 2 - PRODUCTS

2.01 MATERIALS

A. STRUCTURAL STEEL: SHALL COMPLY WITH THE REQUIREMENTS OF ASTM A36 AND A50 FOR STRUCTURAL STEEL.

2.02 WELDING

A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.

B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM 1-233, E70 SERIES. BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS.

C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE.

D. STUD WELDING SHALL BE ACCOMPLISHED BY CAPACITOR DISCHARGE (CD) WELDING TECHNIQUE USING MIDWEST FASTENERS, INC. CD100 CAPACITOR DISCHARGE STUD WELDER OR EQUAL.

2.2 PROVIDE STUD FASTENERS OF MATERIALS AND SIZES SHOWN ON DRAWINGS OR AS RECOMMENDED BY THE MANUFACTURER FOR STRUCTURAL LOADINGS REQUIRED.

2.3 FOLLOW MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS TO PROPERLY SELECT AND INSTALL STUD WELDS.

2.03 BOLTING

A. BOLTS SHALL BE 3/4" (MINIMUM) CONFORMING TO ASTM A325, HOT DIP GALVANIZED OR ASTM A153, NUTS SHALL BE HEAVY HEX TYPE.

B. ALL BOLTS SHALL BE INSTALLED IN SLIP CRITICAL CONNECTIONS CONFORMING TO AISC METHOD, CONFORMING TO THE 1/4 TURN METHOD.

2.04 FABRICATION

A. FABRICATION OF STEEL SHALL CONFORM TO THE AISC AND AWS STANDARDS AND CODES.

2.05 FINISH

A. STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123.

2.06 PROTECTION

A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED BREAKS WITH ZINC BASED PAINT, COLOR TO MATCH THE GALVANIZING PROCESS.

3.01 ERECTION OF STEEL

A. PROVIDE ALL ERECTION EQUIPMENT, BRACING, PLANKING, FIELD BOLTS, NUTS, WASHERS, DRIFT PINS, AND SIMILAR MATERIALS WHICH DO NOT FORM A PART OF THE COMPLETED CONSTRUCTION, BUT ARE NECESSARY FOR ITS PROPER ERECTION.

B. ERECT AND ANCHOR ALL STRUCTURAL STEEL IN ACCORDANCE WITH AISC REFERENCE STANDARDS. ALL WORK SHALL BE ACCURATELY SET TO ESTABLISHED ATTACHMENTS TO THE CONSTRUCTION OF THE BUILDING.

C. TEMPORARY BRACING, GUYING, AND SUPPORT SHALL BE PROVIDED TO KEEP THE STRUCTURE SET AND ALIGNED AT ALL TIMES DURING CONSTRUCTION, AND TO PREVENT DANGER TO PERSONS AND PROPERTY. CHECK ALL TEMPORARY LOADS AND STAY WITHIN SAFE CAPACITY OF ALL BUILDING COMPONENTS.

SPECIAL CONSTRUCTION ANTENNA INSTALLATION

PART 1 - GENERAL

1.01 WORK INCLUDED

A. ANTENNAS AND COAXIAL CABLES ARE FURNISHED BY NEWN UNDER SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPERTY.

B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND NEWN COM. SPECIFICATIONS.

C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE AS INDICATED ON DRAWINGS.

GENERAL COMMUNICATIONS



POWDER RIVER

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SUBMITTALS

Table with 4 columns: Date, Description, Status, Code. Row 1: 0 | 12/05/11 | ISSUED FOR REVIEW | CCM

PROJ. NO.: 1532-120211

CHECKED BY: G. CLOWER, P.E.

THESE PLANS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF POWDER RIVER DEVELOPMENT SERVICES, LLC. WHETHER THE PROJECTS FOR WHICH THEY ARE MADE ARE EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANY PERSON OR ENTITY ON OTHER PROJECTS WITHOUT PRIOR WRITTEN CONSENT OF THE ENGINEER.

SITE INFORMATION:

OTH1279535

SE CORNER OF I-55 & CASS AVE

DARIEN, IL 60527

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN-3

E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TEST UNDER HEWLETT-PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER (FDR) TEST RESULTS TO THE PROJECT MANAGER. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

F. INSTALL COAXIAL CABLES AND TERMINATIONS BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

G. ANTENNA AND COAXIAL CABLE GROUNDING:

1. ALL EXTERIOR #6 GREEN GROUND WIRE DAISY CHAIN CONNECTIONS ARE TO BE WEATHER SEALED WITH ANDREWS CONNECTOR/SPLICE WEATHERPROOFING KIT TYPE 3221213 OR EQUIVALENT.

2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS).

1.02 RELATED WORK

FURNISH THE FOLLOWING WORK AS SPECIFIED UNDER CONSTRUCTION DOCUMENTS, BUT COORDINATE WITH OTHER TRADES PRIOR TO BID:

1. FLASHING OF OPENING INTO OUTSIDE WALLS.
2. SEALING AND CAULKING ALL OPENINGS.
3. PAINTING.
4. CUTTING AND PATCHING.

1.03 REQUIREMENTS OF REGULATOR AGENCIES

A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE. INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.

B. INSTALL ANTENNA, ANTENNA CABLES, GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK. THIS WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:

1. EIA - ELECTRONIC INDUSTRIES ASSOCIATION RS-22. STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7480-IH, CONSTRUCTION MARKING AND LIGHTING.
3. FCC - FEDERAL COMMUNICATION COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATION FOR ANTENNA STRUCTURES
4. AISC - AMERICAN INSTITUTE OF STEEL CONSTRUCTION FOR STRUCTURAL JOINTS USING ASTM 1325 OR A490 BOLTS.
5. NEC - NATIONAL ELECTRIC CODE - ON TOWER LIGHTING KITS.
6. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
7. IN ALL CASES, PART 77 OF THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
8. LIFE SAFETY CODE NFPA, LATEST EDITION.

ELECTRICAL SPECIFICATIONS

GENERAL PROPERTIES

A. REQUIREMENTS: FURNISH ALL LABOR, MATERIALS, SERVICE, EQUIPMENT, AND APPLIANCES REQUIRED TO COMPLETE THE INSTALLATION OF THE COMPLETE ELECTRICAL SYSTEM IN ACCORDANCE WITH THE SPECIFICATIONS AND CONTRACT DRAWINGS.

B. REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS: INSTALLATION, MATERIAL, EQUIPMENT AND WORKMANSHIP SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE NATIONAL ELECTRIC CODE (NEC) - APPLICABLE STATE ELECTRIC CODES, THE NATIONAL ELECTRICAL SAFETY CODES (NESC), AND THE TERMS AND THE CONDITIONS OF THE AUTHORITIES HAVING LAWFUL JURISDICTION PERTAINING TO THE WORK REQUIRED. ALL MODIFICATIONS REQUIRED BY THESE CODES, RULES, REGULATIONS, AND AUTHORITIES SHALL BE MADE BY THE CONTRACTOR WITHOUT ADDITIONAL CHARGE TO THE UNDERWRITER'S LABORATORIES (UL): ALL MATERIALS, APPLIANCES, OR DEVICES SHALL CONFORM TO THE APPLICABLE STANDARDS OF UNDERWRITER'S LABORATORIES, INC. THE LABEL OF, OR LISTING BY: U.L. IS REQUIRED.

C. MATERIALS: ALL SIMILAR MATERIALS AND EQUIPMENT SHALL BE THE PRODUCT OF THE SAME MANUFACTURER WHERE NO SPECIFIC MATERIAL APPARATUS OR APPLIANCE IS MENTIONED. MANUFACTURER MAY BE USED PROVIDING IT CONFORMS TO THE CONTRACT REQUIREMENTS AND MEETS THE APPROVAL OF THE OWNER. MATERIAL AND EQUIPMENT SHALL BE THE STANDARD PRODUCTS OF MANUFACTURER'S REGULARLY ENGAGED IN THE PRODUCTIONS OF SUCH MATERIAL AND SHALL BE THE MANUFACTURER'S CURRENT IN STANDARD AND DESIGN.

D. EXECUTION: FABRICATION, ERECTION, AND INSTALLATION OF THE COMPLETE ELECTRICAL SYSTEM SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER BY QUALIFIED PERSONNEL EXPERIENCED IN SUCH WORK AND SHALL PROCEED IN AN ORDERLY MANNER SO AS NOT TO HOLD UP PROGRESS OF THE PROJECT.

E. PERFORMANCE TESTS: THOROUGHLY TEST FEEDERS, EQUIPMENT AND ALL CIRCUITS FOR PROPER OPERATING CONDITION AND FREEDOM FROM GROUNDS AND SHORT CIRCUITS BEFORE ACCEPTANCE IS REQUESTED. ALL EQUIPMENT, APPLIANCES, AND DEVICES SHALL BE OPERATED UNDER LOAD CONDITIONS.

F. AS-BUILT DRAWINGS: DURING PROCESS OF THE WORK, MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF THE SYSTEM, LOCATING EACH CIRCUIT PRECISELY BY DIMENSION. UPON COMPLETION OF THE INSTALLATION, TRANSFER ALL RECORD DATA TO BLUE LINE PRINTS OF THE ORIGINAL DRAWINGS.

RACEWAYS, BOXES, AND FITTINGS

A. CONDUITS, ELECTRICAL, METALLIC TUBING (EMT): MILD STEEL, ZINC COATED ON THE OUTSIDE AND EITHER ZINC COATED OR COATED WITH AN APPROVED CORROSION RESISTANT COATING ON THE INSIDE. MAXIMUM, SIZE 2" ELECTRICAL TRADE SIZE UNLESS NOTED ON THE DRAWINGS OR SPECIFICALLY APPROVED FOR EQUIPMENT CONNECTIONS. SIZES NOT NOTED ON DRAWINGS SHALL BE AS REQUIRED BY NEC. EMT SHALL BE USED FOR INTERIOR APPLICATIONS ONLY.

B. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BEAR U.L. LABEL, AND BE GALVANIZED ZINC COATED WITH ZINC INTERIOR. FITTINGS SHALL BE THREADED AND GALVANIZED. LOCKNUTS SHALL BE DIE CAST ZINC. BUSHINGS SHALL BE INSULATED, DIE CAST ZINC. RGS SHALL BE USED FOR ABOVE GROUND, EXTERIOR APPLICATIONS

C. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BEAR THE U.L. LABEL, AND MAY BE USED WHERE ALLOWED BY CODE AND WHERE CONNECTIONS ARE SUBJECT TO VIBRATION. FITTINGS SHALL BE DIE CAST ZINC WITH CONNECTORS BEING INSULATED TYPE.

D. PVC SHALL BEAR THE U.L. LABEL AND SHALL BE SCHEDULE 40 OR SCHEDULE 80. FITTINGS SHALL BE OF THE SAME MAKE AS THE CONDUIT AND SHALL BE SUITABLE FOR THE APPLICATION. CLEAN CONDUIT ENDS PRIOR TO APPLYING GLUE.

E. PARALLEL UNDERGROUND CONDUIT SHALL BE PVC SCHEDULE 40 UNLESS NOTED OTHERWISE. SCHEDULE 80 PVC CONDUIT SHALL BE USED WHERE CONDUIT IS INSTALLED UNDER WALKWAYS, DRIVES, PARKING LOTS, OR ROADS. INSTALL AT A MINIMUM DEPTH OF 30" BELOW GRADE UNLESS OTHERWISE NOTED. ALL TRENCHES SHALL BE BACKFILLED.

F. CONDUIT FITTINGS: CONNECTORS AND COUPLINGS: EMT COUPLINGS AND CONNECTORS EITHER STEEL OR MALLEABLE IRON ONLY. CONCRETE TIGHT OR RAIN TIGHT AND EITHER THE GLAND AND RING COMPRESSION TYPE OR THE STAINLESS STEEL MULTIPLE LOCKING TYPE, CONNECTORS TO HAVE INSULATED THROATS, EMT FITTINGS USING SET SCREWS OR INDENTATIONS AS A MEANS OF ATTACHMENT ARE NOT TO BE PERMITTED. BUSHINGS: INSULATED TYPE, DESIGNED TO PREVENT ABRASION OF WIRES WITHOUT IMPAIRING THE CONTINUITY OF THE CONDUIT, IMC AND RIGID ALUMINUM CONDUIT.

G. CONDUIT INSTALLATIONS: CONDUITS SYSTEMS, EMT, OR RIGID NONMETALLIC CONDUIT UNLESS NOTED. CONDUIT INSTALLATION: INSTALL CONCEALED CONDUIT AND EMT IN AS DIRECT LINES AS POSSIBLE. INSTALL EXPOSED CONDUITS AND EMT PARALLEL TO OR AT RIGHT ANGLES TO THE LINES OF THE BUILDING. RIGHT ANGLE BENDS IN EXPOSED CONDUIT AND EMT RUNS SHALL BE MADE WITH STANDARD ELBOWS, SCREW JOINTED CONDUIT FITTINGS OR CONDUIT BENT TO RADIUS NO LESS THAN THOSE OF STANDARD ELBOWS.

H. CONDUIT SUPPORTS: PROVIDE SUPPORTS FOR HORIZONTAL CONDUITS AND EMT NOT MORE THAN 8 FEET APART WITH NOT LESS THAN TWO ELBOW OR BEND INCLUDING RUNS ABOVE SUSPENDED CEILINGS AND WITHIN 3 FEET OF ALL JUNCTION BOXES, SWITCHES, FITTINGS, ETC. INSTALL ONE HOLD PIPE STRAPS ON CONDUITS 1 INCH OR SMALLER INSTALL INDIVIDUAL PIPE HANGERS FOR CONDUITS LARGER THAN 1 INCH. SPRING STEEL FASTENERS WITH HANGER RODS MAY BE USED IN DRY LOCATIONS IN LIEU OF PIPE STRAPS.

CONDUCTORS

A. WIRES AND CABLES (600 VOLTS): CONFORM TO THE APPLICABLE UL AND IPCEA STANDARDS FOR THE USE INTENDED. COPPER CONDUCTORS WITH 600 VOLTS INSULATION UNLESS OTHERWISE SPECIFIED OR NOTED ON THE DRAWINGS. STRANDED CONDUCTORS FOR NO. 8 OR LARGER WHERE ELSEWHERE SPECIFIED OR NOTED ON THE DRAWINGS. USE OF ALUMINUM CONDUCTORS WILL NOT BE PERMITTED. INSULATION SHALL BE TYPE THHN/THWN INSULATION 75° C FOR ALL CONDUCTORS, OTHERWISE SPECIFIED CONDUCTORS COLOR-CODED IN ACCORDANCE WITH NEC. CONNECT ALL CONDUCTORS OF THE SAME PHASE CONDUCTOR, COLOR CODING SHALL BE A-BLACK, B-RED, C-BLUE, N-WHITE, WITH GREEN FOR ALL GROUND CONDUCTORS.

B. TYPES NM, AC AND MC CABLE ARE NOT PERMITTED

C. CONNECTORS AND LUGS: FOR COPPER CONDUCTORS NO. 6 AND SMALLER: 3M SCOTCH-LOK OR T & B STA-KON COMPRESSION OR INDENT TYPE CONNECTORS WITH INTEGRAL OR SEPARATE INSULATING CAPS. FOR COPPER CONDUCTORS LARGER THAN NO. 6 SOLDERLESS, INDENT HEX SCREW OR BOLT TYPE PRESSURE CONDUCTORS, PROPERLY TAPED OR INSULATED.

D. SPLICES: (480 VOLTS AND UNDER): CONDUCTOR LENGTHS SHALL BE CONTINUOUS FROM TERMINATION TO TERMINATION WITHOUT SPLICES UNLESS APPROVED BY THE BUILDING INSPECTOR.

CIRCUIT BREAKERS

A. PROVIDE MOLDED CASE, BOLT-ON, THERMAL MAGNETIC TRIP, SINGLE, TWO, OR THREE POLE BRANCH CIRCUIT BREAKERS AS SHOWN ON DRAWINGS. MULTIPLE POLE BREAKERS SHALL BE SINGLE HANDLE, COMMON TRIP, A/C RATING TO MATCH EXISTING OR AS REQUIRED FOR AVAILABLE FAULT CURRENTS.

GROUNDING

A. ALL ELECTRICAL AND GROUNDING AT THE CELL SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER.

B. IF THE AC PANEL IN THE POWER CABINET IS WIRED AS SERVICE ENTRANCE, THE AC SERVICE GROUND CONDUCTOR SHALL BE CONNECTED TO GROUND ELECTRODE SYSTEM. WHEN THE AC PANEL IN THE POWER CABINET IS CONSIDERED A SUB-PANEL, THE GROUND WIRE SHALL BE INSTALLED IN THE AC POWER CONDUIT. THE INSTALLATION SHALL BE PER LOCAL AND NATIONAL ELECTRIC CODE (NFPA-70).

C. EXOTHERMIC WELDING IS RECOMMENDED FOR GROUNDING CONNECTION WHERE PRACTICAL OTHERWISE, THE CONNECTION SHALL BE MADE USING COMPRESSION TYPE-2 HOLES. LONG BARREL LUGS OR DOUBLE CRIMP CLAMP "C" CLAMP. THE COPPER CABLES SHALL BE COATED WITH ANTIOXIDANT (COPPER SHIELD) BEFORE MAKING THE CRIMP CONNECTIONS. THE MANUFACTURER'S TORQUING RECOMMENDATIONS ON THE BOLT ASSEMBLY TO SECURE CONNECTIONS ARE TO BE FOLLOWED.

D. THE ANTENNA CABLES SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN FOR LIGHTING PROTECTION. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUS AT THE LOWERMOST POINT OF A VERTICAL RUN JUST BEFORE IT BEGINS TO BEND TOWARD THE HORIZONTAL PLANE. WIRE RUNS TO GROUND SHALL BE KEPT AS STRAIGHT AND SHORT AS POSSIBLE. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE CELL CABINET. ANY ANTENNA CABLES OVER 200 FEET IN LENGTH SHALL ALSO BE EQUIPPED WITH ADDITIONAL GROUNDING AT MID-POINT.

E. ALL GROUNDING CONDUCTORS INSIDE THE BUILDING SHALL BE RUN IN CONDUIT RACEWAY SYSTEM, AND SHALL BE INSTALLED AS STRAIGHT AS PRACTICAL WITH MINOR BENDS TO AVOID OBSTRUCTIONS. THE MINIMUM BENDING RADIUS OF ANY #2 GROUNDING CONDUCTOR IS 8". PVC RACEWAY MAY BE FLEXIBLE OR RIGID PER THE FIELD CONDITIONS. GROUNDING CONDUCTORS SHALL NOT MAKE CONTACT WITH ANY METALLIC CONDUITS, SURFACES, OR EQUIPMENT.

F. PROVIDE PVC SLEEVES WHERE GROUNDING CONDUCTORS PASS THROUGH THE BUILDING WALLS AND/OR CEILINGS.

G. INSTALL GROUND BUSHINGS ON ALL METALLIC CONDUITS AND BOND TO THE EQUIPMENT GROUND BUS IN THE PANELBOARD.

H. GROUND ANTENNA BASES, FRAMES, CABLE RACKS, AND OTHER METALLIC COMPONENTS WITH #2 GROUNDING CONDUCTORS AND CONNECT TO INSULATED SURFACE MOUNTED GROUND BARS. CONNECTION DETAILS SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS FOR GROUNDING.

I. GROUND COAXIAL SHIELD AT BOTH ENDS USING MANUFACTURER'S GUIDELINES.

J. GROUND FIELD TEST PROCEDURE

THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A "FALL OF POTENTIAL" TEST ON THE NEW SUPPLEMENTAL GROUND FIELD PRIOR TO FINAL CONNECTION OF THE GROUNDING SYSTEM TO EQUIPMENT. THE TEST SHALL BE PERFORMED BY A QUALIFIED AND CERTIFIED TESTING AGENT. PROVIDE INDEPENDENT TEST RESULTS TO THE PROJECT MANAGER FOR REVIEW. THE GROUND SYSTEM RESISTANCE TO EARTH GROUND SHALL NOT EXCEED TEN (10) OHMS. IF THE GROUND TEST EXCEEDS THE MAXIMUM OF 10 OHMS, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADDITIONAL GROUND CONNECTIONS AS REQUIRED TO MEET THE 10 OHMS MAXIMUM.

# GENERAL COMMUNICATIONS



**POWDER RIVER**

Development Services, LLC

100 E. SHENANGO STREET  
SHARPSVILLE, PA 16150

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SUBMITTALS

NO.	DATE	DESCRIPTION	STATUS
0	12/05/11	ISSUED FOR REVIEW	CCM

PROJ. NO.: 1532-120211

CHECKED BY: G. CLOWER, P.E.

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SITE INFORMATION:

OTH1279535

SE CORNER OF I-55 & CASS AVE

DARIEN, IL 60527

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

GN-4

**AGENDA MEMO**  
**City Council**  
**January 16, 2012**

**ISSUE STATEMENT**

A resolution authorizing the City Administrator to enter into an agreement with the winning supplier of a bid conducted by NIMEC between February 1 and March 31, 2012 for water pumping station electric supply over the next three years.

**RESOLUTION**

**BACKGROUND/HISTORY**

In 2008 the City of Darien joined NIMEC, an organization bidding electric usage for 100 communities in Illinois, to enter into contracts to reduce the price of electricity. The agreements signed for water pumping electricity are expiring in June 2012. If the City of Darien does not select a supplier for these accounts before this time, the rate would change to hourly pricing, which can get extremely expensive.

NIMEC will be bidding accounts for communities between February 1 and March 31, 2012. The exact timing of the bid will depend on the market for electricity. Three suppliers, Exelon, Integrys and Constellation, will be bidding on the accounts. Because electricity is a commodity that fluctuates in pricing on a daily basis, the pricing for the bid will be good for only one day. This resolution authorizes the City Administrator to accept the pricing from the winning bid. If the City Administrator finds the pricing to be excessive, he may decide not sign the winning bid.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving this resolution.

**ALTERNATE CONSIDERATION**

Not approving the resolution would be an alternate consideration.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR  
TO APPROVE A THREE YEAR CONTRACT WITH THE  
LOWEST COST ELECTRIC PROVIDER BETWEEN  
FEBRUARY 1<sup>ST</sup> AND MARCH 31<sup>ST</sup>, 2012**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the City Administrator is authorized to approve a three year contract with the lowest cost electric provider between February 1<sup>st</sup>, 2012 and March 31<sup>st</sup>, 2012.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: January 16, 2012**

**Issue Statement**

**PZC 2011-13:**                      **310 Peony Place:** Petitioner seeks a variation to reduce the required front yard setback from 35 feet to 31 feet for a covered front porch.  
[ORDINANCE](#)        [PLANS](#)

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee considered this matter at their respective meetings. The Commission held the required public hearing on December 21, 2011. Both bodies recommend approval of the variation petition as presented.**

The draft ordinance is attached.

The full discussion follows as “Additional Information.”

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on December 21, 2011.  
The Municipal Services Committee considered this item at its meeting on December 27, 2011.  
The City Council will consider this item at its meeting on January 16, 2012.



## **Documents Submitted**

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

1. Plat of Survey/Site Plan, 1 sheet, prepared by Schomig Land Surveyors, Ltd (survey), dated March 18, 2003 (survey).
2. Building Elevation/Plan, 2 sheets.

## **Planning Overview/ Discussion**

The subject property is located on the north side of Peony Place, between Brookbank Road and High Road.

The petitioner proposes several alterations to the existing home, including: the construction of a covered front porch, breakfast nook and second floor. The proposed front porch triggers the variation request. The other portions of the plan comply with the Zoning Ordinance (building setbacks, lot coverage and building height.)

In the R-2 zoning district, a 35-foot front yard building setback is required. Covered and/or enclosed porches are required to meet this building setback.

At the closest point, the home is 37.8 feet from the front lot line. The proposed covered front porch extends 6'-5" from the front wall of the home toward the front lot line, resulting in a 31.3-foot setback from the front lot line, based on the dimensions shown on the plat of survey.

The variation request must address the following criteria for approval:

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

## **Staff Findings/Recommendations**

Staff does not object to the variation petition. The proposed covered front porch does not extend into the front yard setback excessively, and still maintains an adequate front yard setback of 31 feet. The proposed variation will not adversely alter the essential character of the property, nor will it adversely impact neighboring properties, nor will it impair the adequate supply of light and air in adjacent properties, nor will it adversely alter the essential character of the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-13 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – December 21, 2011**

The Planning and Zoning Commission considered this matter at its meeting on December 21, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Ronald Kiefer, Susan Vonder Heide

Michael Griffith, Senior Planner, reviewed the staff agenda memo.

John Geary, the petitioner, was present. He explained that he recently got married and they are looking to enlarge the home for more space, and to improve the value of the home.

Chairperson Meyer confirmed that the front porch only is the variation.

Mr. Griffith stated that the plan includes a second story addition as well as an addition onto the back side of the home, but the front porch is what triggered the variation.

Dan Gombac, Director, confirmed there were not drainage concerns.

The Commission did not have any concerns. There was not anyone from the public to offer comments.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-13 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.**

**(Commissioners Kiefer and Vonder Heide were absent.)**

### **Municipal Services Committee – December 27, 2011**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Municipal Services Committee make the following recommendation to grant the variation petition:



**Based upon the submitted petition and the information presented, the request associated with PZC 2011-13 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval the petition as presented.**

**Municipal Services Committee Review – December 27, 2011**

The Municipal Services Committee considered this matter at its meeting on December 27, 2011. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Alderman Halil Avci.

Michael Griffith, Senior Planner, reviewed the staff agenda memo briefly. He noted the Planning and Zoning Commission's recommendation.

John Geary, the petitioner, was present.

Alderman Schauer stated he did not have any concerns. Alderman Schauer asked the petitioner is this was going to be a total gut of the home.

Mr. Geary stated the remodel would be extensive, including a second floor addition, to improve the value of the home.

There was not anyone from the public to offer comments.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-13 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval the petition as presented.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.  
(Alderman Avci was absent.)**

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

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

**(PZC 2011-13: 310 Peony Place)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 16<sup>th</sup> DAY OF JANUARY, 2012**

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**Published  
in  
pamphlet  
form  
by  
authority  
of  
the  
Mayor  
and  
City  
Council  
of**

**the  
City  
of  
Darien,  
DuPage  
County,  
Illinois,  
this\_\_  
\_day  
of\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
,  
2012.**

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

**(PZC 2011-13: 310 Peony Place)**

-

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

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

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

**WHEREAS**, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to reduce the required front yard setback from 35 feet to 31 feet in order to construct a covered front porch; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on December 21, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of December 21, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on December 27, 2011, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 310 Peony Place, Darien, Illinois, and legally described as follows:

LOT 10 IN BLOCK 43 IN TRI STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 23 AND PART OF THE EAST ½ OF THE NORTHWEST

¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-23-307-010

**SECTION 2: Variation from Zoning Ordinance Granted.** A variation from the Zoning Ordinance, Section 5A-7-2-6: Yard Requirements, R-2 Single-Family Residence District, is hereby granted to reduce the required front yard setback from 35 feet to 31 feet for the construction of a covered front porch.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

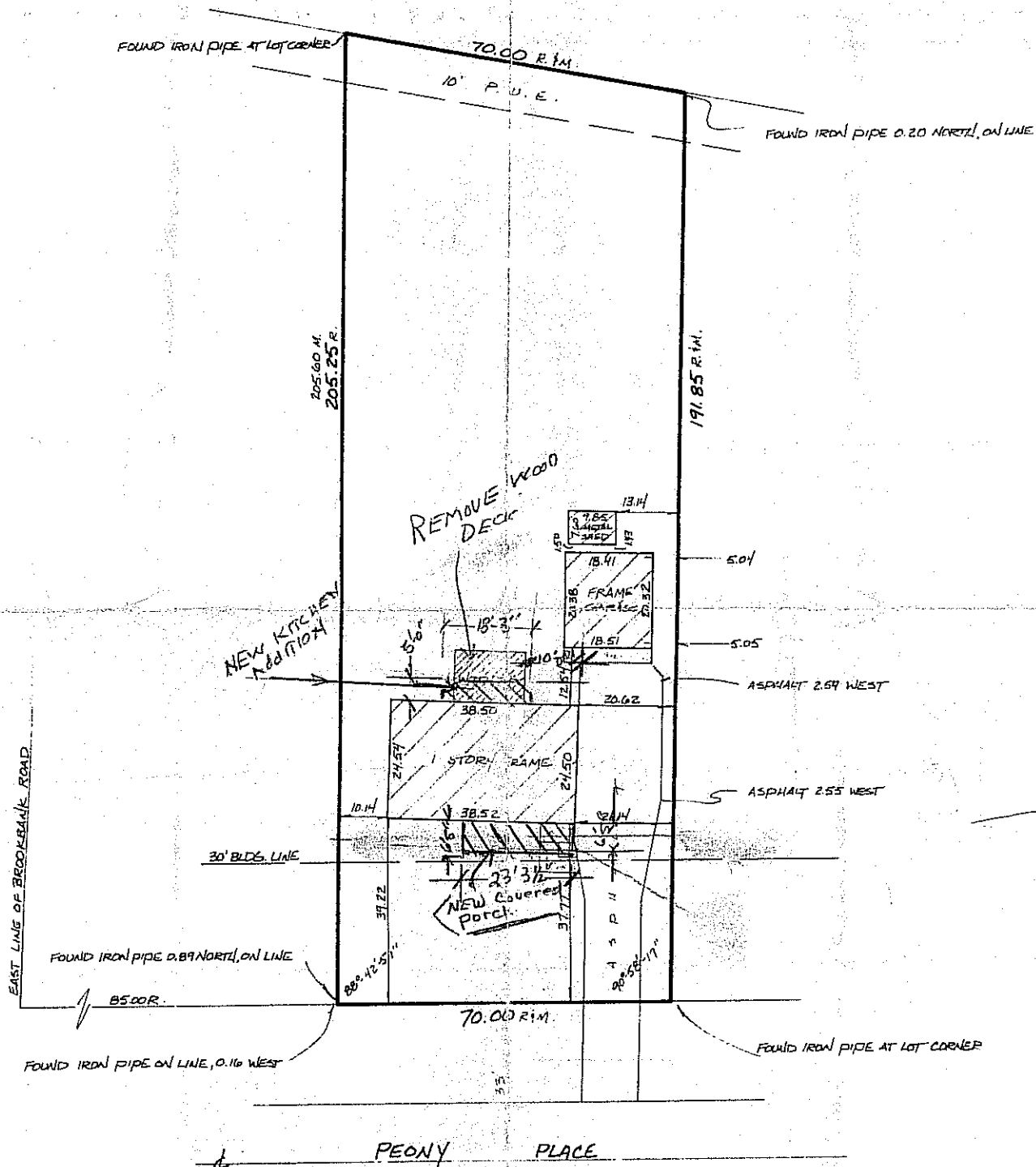
RUSSELL W. SCHOMIG PLS 035-002446  
WILLIAM K. SCHOMIG

SCHOMIG LAND SURVEYORS, LTD.  
**PLAT OF SURVEY**

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
PHONE (708) 352-1452  
FAX (708) 352-1454

LOT 10 IN BLOCK 43 IN TRI STATE VILLAGE UNIT NUMBER 5, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1944 AS DOCUMENT 465114, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 310 PEONY PLACE



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT WAS NOT FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS.

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SURVEYED: MARCH 18 2003

BUILDING LOCATED: MARCH 18 2003

ORDERED BY: ROBERT J. CEKEMAN - ATTORNEY

PLAT NUMBER: 031724 H/6-119 SCALE: 1" = 20'



STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

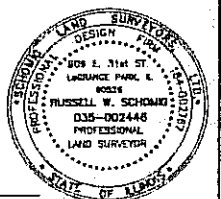
ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

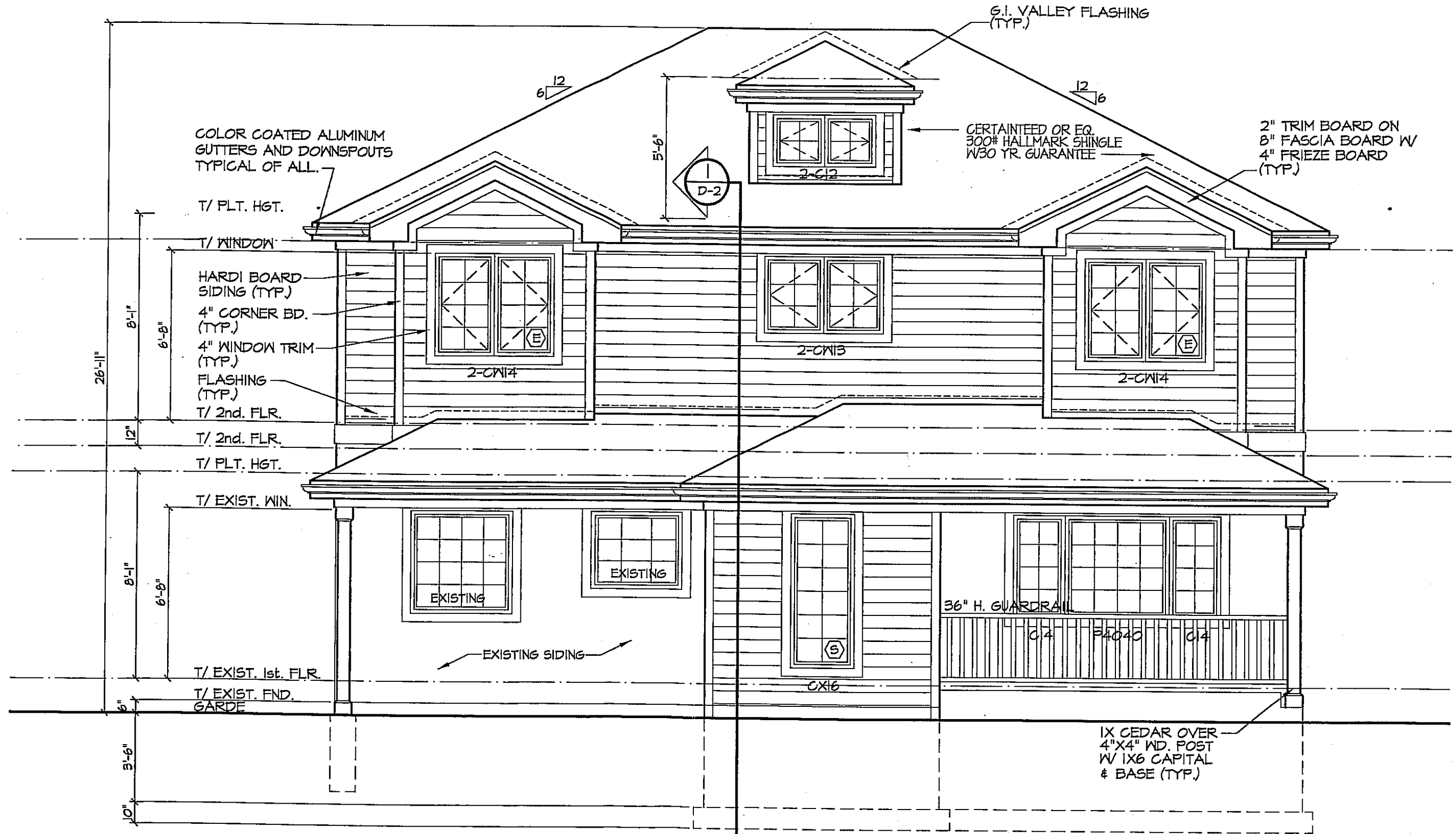
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

- I.P. = IRON PIPE
- C.L.F. = CHAIN LINK FENCE
- D.E. = DRAINAGE EASEMENT
- W.F. = WOOD FENCE
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE

BY: Russell W. Schomig

PROFESSIONAL ILLINOIS LAND SURVEYOR NO 2446





**PROPOSED  
FRONT ELEVATION**

1/4"=1'-0"

301 Peony Pl.  
Darien IL



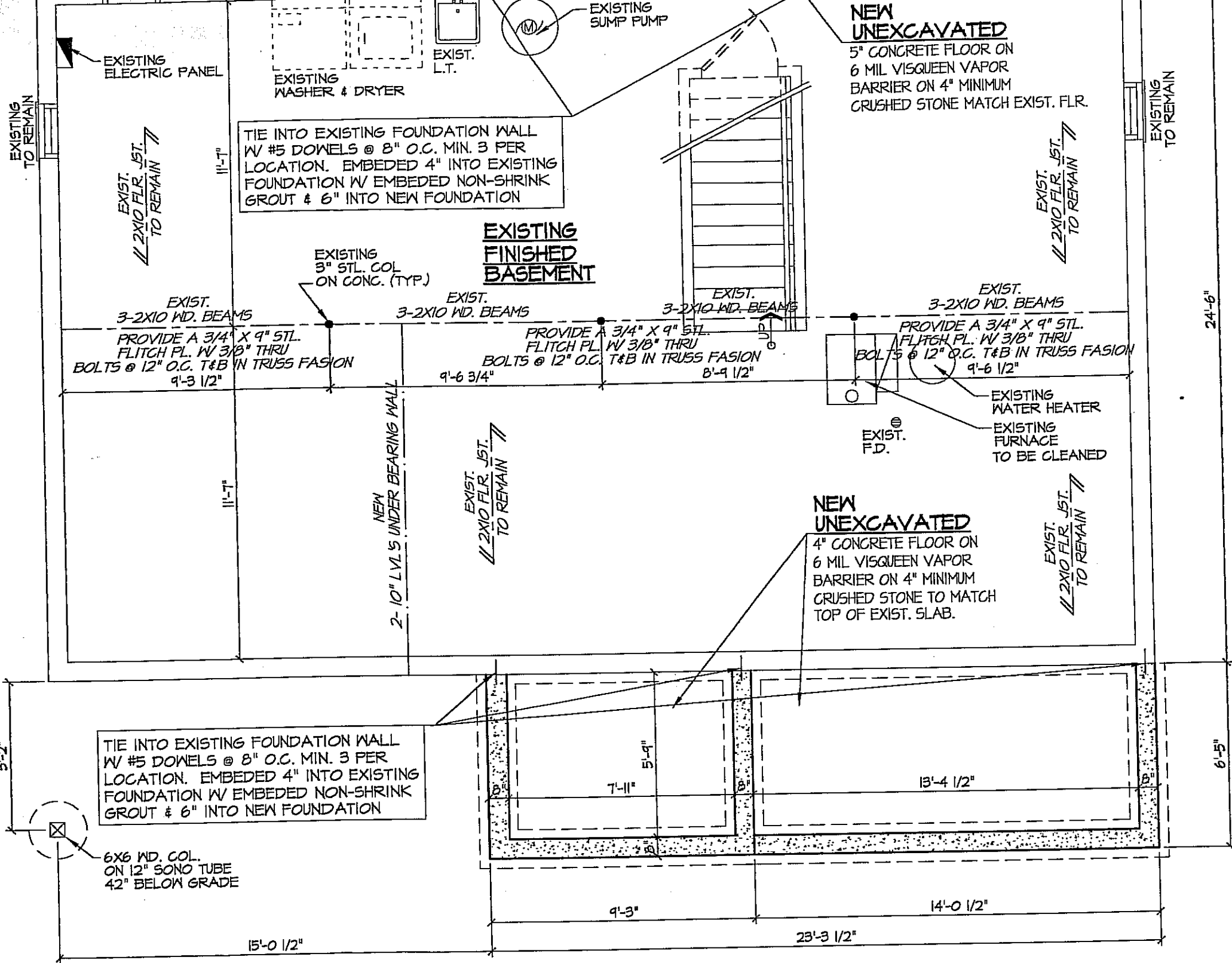
**EXISTING KITCHEN**

KITCHEN APPLIANCES & SINK  
CAP ALL UNUSED WATER, SANITARY,  
SEWER & VENT LINES AT FLOOR  
OR WALLS

**EXISTING LIVING ROOM**

RELOCATE DOOR  
REMOVE CLOSET

1/4" = 1'-0"



**PROPOSED FOUNDATION PLAN**

1/4" = 1'-0"

**SCHEDULE**

	TO BE ADDED
	WALL W/ NO CHANGE
	WALL TO BE REMOVED
	WALL TO BE ADDED

301 Peony Pl.  
Darien IL

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: January 16, 2012**

**Issue Statement**

**PZC 2011-11:**                    **7501 Cass Avenue, Chase Bank:** Petitioner seeks the following: site plan approval, special use for a drive-thru facility and variations from the Zoning Ordinance and the Sign Code in order to construct a bank.  
**[ORDINANCE](#)**

**Overview/Discussion**

**Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter, both bodies recommend approval. The Commission held the required public hearing on December 21, 2011.**

The full agenda memo follows as “Additional Information.”

The draft ordinance is attached, noting the conditions of approval.

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on December 21, 2011.  
The Municipal Services Committee considered this item at its meeting on December 27, 2011.  
The City Council will consider this item at its meeting on January 16, 2012.

## Additional Information

### Issue Statement

**PZC 2011-11:**                    **7501 Cass Avenue, Chase Bank:** Petitioner seeks the following: site plan approval, special use for a drive-thru facility and variations from the Zoning Ordinance and the Sign Code in order to construct a bank.

Applicable Regulations:        Zoning Ordinance, Section 5A-8-3-4: Special Uses, B-2 Zoning District  
                                                  Zoning Ordinance, Section 5A-8-3-8: Yard Requirements, B-2 Zoning District  
                                                  Zoning Ordinance, Section 5A-8-3-9: Height Limitations, Bulk Regulations,  
 B-3 Zoning District

                                                 Zoning Ordinance, Section 5A-11-5: Off-Street Parking and Loading Table  
                                                  Zoning Ordinance, Section 5A-11-3(B): Driveways and Access Points in  
 Business, Office and Industrial Districts

Landscaping                                Zoning Ordinance, Section 5A-10-7: Foundation and Refuse Disposal Area

                                                 Sign Code, Section 4-3-10(B): Signs in the Business Districts  
                                                  Sign Code, Section 4-3-7(B): Signs Specifically Prohibited

### General Information

Petitioner:                                The Architects Partnership – for Chase Bank  
                                                  122 S. Michigan Avenue, #1810  
                                                  Chicago, IL 60603

Property Owner:                        City of Darien – to be Chase Bank  
                                                  1702 Plainfield Road  
                                                  Darien, IL 60561

Property Location:                    7501 Cass Avenue

PIN:                                         09-27-300-001

Existing Zoning:                        B-2 Community Shopping Center Business District

Existing Land Use:                    Vacant, formerly a service station

Surrounding Zoning and Land Use:

North:                    B-2 Community Shopping Center Business District – Taco Bell, Jewel-Osco Center  
 South:                    B-2 Community Shopping Center Business District – Heritage Plaza shopping center  
 East:                     R-3 Multi-Family Residence – multi-family dwellings (Colonial Manner Apartments)  
 West:                     B-2 Community Shopping Center Business District – Speedway service station,

## Brookhaven Plaza shopping center

### Comprehensive Plan Update: Commercial

History:	Shell service station was previously located on property.
Size of Property:	0.803 acres, 35,000 square feet
Floodplain:	None.
Natural Features:	None
Transportation:	Property has frontage and access onto Cass Avenue and 75 <sup>th</sup> Street.

### **Documents Submitted**

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

1. ALTA/ACSM Land Title Survey, 3 sheets, prepared by Gewalt Hamilton Associates, dated February 25, 2011.
2. Site Plan, 1 sheet, prepared by The Architects Partnership, dated November 4, 2011.
3. Engineering Plan, 12 sheets, prepared by Gewalt Hamilton Associates, dated November 16, 2011.
4. Landscape Plan, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
5. Photometric Plan, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
6. Building Elevations, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
7. Flood Plan, 1 sheet, prepared by The Architects Partnership, dated November 4, 2011.
8. Signage Plan, 15 sheets, prepared by NW Sign Industries, latest revision dated October 27, 2011.

### **Planning Overview/ Discussion**

The property is located at the southeast corner of Cass Avenue and 75<sup>th</sup> Street. The lot is currently vacant, a Shell service station was previously located on the property.

The Comprehensive Plan Update designates this parcel and surrounding parcels as Key Development Area #1, Darien Marketplace District. The Plan defines the area as the Darien “town center”, affirming the areas high visibility and importance to the vitality of the community. The Plan encourages redevelopment that builds identity through architecture, landscaping and signage.

The City purchased this parcel, along with the parcels to the south with the aim of redeveloping the parcels. The City still aims to redevelop the parcels to the south.

### *Development Petitions*

The petitioner is seeking the following:

1. Special use approval to construct a bank with a drive-thru.
2. Variation to reduce the required parking setbacks:
  - a. From 30 feet to 3 feet along the front (north) lot line.
  - b. From 30 feet to 3 feet along the corner side (west) lot line.
  - c. From 30 feet to 3 feet along the interior side (east) lot line.
  - d. From 20 feet to 3 feet along the rear (south) lot line.
3. Variation to reduce the required number of vehicle stacking spaces for the drive-thru from 20 to 16.
4. Variation to reduce the required setback from lot lines for driveways:
  - a. From 30 feet to 21 feet from the front lot line.
  - b. From 30 feet to 10 feet from the interior side lot line.
  - c. From 20 feet to 3 feet from the rear lot line.
5. Variation to reduce the required setback a driveway is to be located from a street intersection from 50 feet to 21 feet.
6. Variation to permit 2 driveways off of Cass Avenue, where one is permitted for the first 150 feet of street frontage, and one per additional 100 feet of street frontage is otherwise permitted.
7. Variation to eliminate the required screening fence along the east lot line in favor of increased landscape buffering.
8. Variation to permit the required building foundation landscaping on 2 sides, where such landscaping is required on all 4 sides of building.
9. Variation to increase the permitted total lot coverage from 75% to 84.2%.
10. Variation from the Sign Code to increase the permitted height of a free-standing sign from 12 feet to 15 feet.
11. Variation from the Sign Code to increase the permitted sign area of a free-standing sign from 60 square feet to 118 square feet.
12. Variation from the Sign Code to permit an off-premises sign.
13. Variation from the Sign Code to permit wall signage on east and south building facades, which do not face a street or parking lot serving as the primary entrance.

A table at the end of this memo summarizes the required minimum/maximum development standards vs. the variations being requested.

Staff finds the proposed site plan to be acceptable even though several variations are being requested. Given the size of the property, any development of this site will require variations similar to the ones requested by the petitioner. The variations requested are similar to the ones approved for the redevelopment of the Speedway service station across the street. Therefore, staff is less concerned with the number or degree of the variations requested, but more concerned with achieving a good development plan.

### *Special Use*

Within the B-2 zoning district, special use approval is required for a drive-thru facility.

The drive-thru is located on the south side of the proposed bank, with entering/exiting the drive-thru window/lanes from west to east. The site plan provides adequate on-site circulation to accommodate the drive-thru lanes.

The number of stacking spaces provided is a variation requested by the petitioner. Per the Zoning Ordinance,

Section 5A-11-5, Off-Street Parking and Loading Table, 20 vehicle stacking or 4 vehicle staking spaces per drive-in teller window is required, whichever is greater. In this case, 20 stacking spaces is the minimum number required. The petitioner seeks a variation to reduce this requirement from 20 to 16 vehicle stacking spaces.

The City has granted variations to reduce the required stacking spaces for two pharmacy drive-thru facilities within the past several years (Walgreens at Brookhaven Plaza and Osco at Jewel-Osco Center). While the characteristics of a bank vs. pharmacy drive-thru may be different, there have not been issues reported or observed with those locations.

The First American Bank on 75<sup>th</sup> Street provides the required number of vehicle stacking spaces. Yet, it has not been observed that the drive-thru has reached such capacity. The same is true for other bank drive-thru facilities in Darien. Therefore, staff does not see this variation request causing a problem.

Staff does not object to the proposed special use and variation requests related to the drive-thru.

#### *Site Plan, Variations*

##### Variation related to parking setback reductions:

The proposed parking setbacks are similar to existing conditions at Heritage Plaza to the south, and are similar to the approved site plan for Speedway across the street. The required parking setbacks cannot be met while at the same time providing the required drive aisle and parking stall dimensions, given the size and dimensions of the parcel. Similar issues would arise for an office or retail building. Therefore, staff finds it better to reduce parking setbacks while maintaining the appropriate space for on-site vehicle maneuvering.

##### Variations dealing with drive-way locations and the number of driveways off of Cass Ave:

Cass Avenue and 75<sup>th</sup> Street are both under the jurisdiction of DuPage County. The proposed number and locations of the driveways are similar to existing development in this area.

Staff is working with both the petitioner and DuPage County to achieve adequate and safe ingress/egress for this site as well as the parcels to the south. There will be cross-access between the Chase site and the parcels to the south.

Staff recommends altering the north driveway on Cass Avenue to be a right-in/right-out instead of the full access shown. Again, this is subject to County approval.

##### Variation to increase the permitted lot coverage:

The proposed lot coverage is a function of the size of the building, the on-site parking and circulation drive aisles as well as the size of the parcel. The proposed lot coverage is similar to what was approved for the Speedway across the street.

The amount of parking provided is more than required by the Zoning Ordinance, by 14 parking stalls. Eliminating these parking stalls would still meet the code, however, it would not significantly impact the variations being requested, for example.

##### Variation to eliminate the required screening fence:

The plan shows a 6-foot, screening fence along the east lot line. This variation is no longer necessary.

### Variations related to Signage:

The Sign Code permits wall signage on the building façade facing a street and on the façade facing the parking lot serving as the primary entrance to the building. In this case, along the north and west facades.

The amount of permitted wall signage:

North façade: 120 square feet

West façade: 80 square feet

Total: 200 square feet

The petitioner proposes wall signage on all four sides of the building. Proposed wall signage:

North façade: 57.6 square feet

East façade: 73.6 square feet

South façade: 36.9 square feet

West façade: 73.6 square feet

Total: 241.7 square feet

Referring to the sign drawings, page 7 shows the allowable signage, page 8 shows the requested amount of wall signage.

The proposed wall signage is not excessive, simply noting the bank's name and logo.

The proposed free-standing sign to be placed on the bank site complies with the Sign Code in terms of height and area, 12 feet high, 60 square feet in area.

The petitioner proposes placing a second free-standing sign at Plainfield Road and Cass Avenue. This sign is taller and larger than permitted by the Sign Code, 15 feet high, 115.6 square feet. Technically, it is off-premises and not permitted by the Sign Code. However, this sign is intended to provide signage to the parcels the City aims to redevelopment. Therefore, staff does not object to this sign.

Both free-standing signs include masonry and stone materials, with a solid base in compliance with the Sign Code.

### *Building Elevations*

The proposed building is single-story, with the overall building height (grade to top of roof) at 26'-4-1/2" above grade.

The plans show the following materials: brick veneer, savannastone, EIFS, aluminum coping, asphalt shingles, aluminum storefront.

The drawing shows a dumpster enclosure. The plan should confirm the enclosure will be made of masonry, coordinating with the building façade materials.

The petitioner is to provide a material board for the Commission's review.

### *Photometrics*

Per the Zoning Ordinance, exposed sources of light from any source within the development shall not cause illumination greater than 3 foot-candles at the lot line, in residential areas. The photometric plan submitted

shows illumination greater than this on the adjacent apartment complex property, east of the drive-thru and near the northeast corner of the building. The photometric plan will need to be revised to comply.

All lighting is required to be shielded so there is not direct glare onto adjacent properties, and will be verified once lighting is installed.

### *Landscaping*

The landscape plan shows the required amount of landscaping along the perimeter of the site. It should be noted, that this landscaping is pushed into the public right-of-way and is subject to County approval. However, staff does not object.

A 6-foot tall wood fence is shown on the plan extending the entire length of the east lot line, between the bank site and the adjacent apartments. Staff recommends eliminating the section of fence located within the front yard, from the north lot line south to a point even with the northeast corner of the building.

### Variation to reduce the building foundation to two sides:

The Zoning Ordinance requires landscaping on all four sides of a building. The petitioner proposes reducing this requirement to two sides.

It is not possible to provide adequate parking, on-site vehicle circulation and sidewalk access to the building and provide landscaping on all four sides of the building, given the size of the parcel.

### *Engineering*

Engineering review comments are noted in a letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd. Letter attached.

In terms of water service, the City's Municipal Services Department would like the water main extended from the north side of 75<sup>th</sup> Street, as shown on the plans. However, the water main should run along the back property line (east lot line) and tie into the existing 6" water main that dead ends at the north edge of Heritage Plaza. Two valves will be required, in valve vaults, one located on the north side of 75<sup>th</sup> Street and the other one at the end of the extended water main.

An existing copper service line should be removed and sleeved or incorporated into the project and replaced.

The domestic water tap to the building should be done outside of the building, with the b-box located outside of the building in case it needs to be shutoff.

The City would like an additional fire hydrant installed near the south end of the new water main extension.

The City is coordinating stormwater management requirements between the Chase building side and the City owned property. If the detention is constructed under a unified development, all three parcels, then detention requirements are reduced by 30 %. Stormwater detention will be required to be installed underground, under the parking lot drive-aisle for Heritage Plaza is the locating being considered.

The Fire District has not forwarded comments to us at this time.



### Variation and Special Use approval criteria:

The following are the special use criteria to consider:

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

The following are the variation criteria to consider:

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

The following are the sign code variation criteria to consider:

1. The available locations for adequate signage on the property.
2. The effect of the proposed sign on pedestrian and motor traffic.
3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variation.
4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.
5. The general intent of the Sign Code.

### **Staff Findings/Recommendations**

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve, subject to the following:**

- 1. Eliminate the 6-foot tall fence within the front yard, along the east lot line.**
- 2. Address the comments noted in the letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.**
- 3. Driveway locations, configuration and number subject to DuPage County approval.**
- 4. Revise photometric plan to show lighting will not exceed 3 foot-candles along the east lot line.**

### **Planning and Zoning Commission Review – December 21, 2011**

The Planning and Zoning Commission considered this matter at its meeting on December 21, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Ronald Kiefer, Susan Vonder Heide

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He confirmed the location of the proposed Chase Bank, and summarized the zoning requests. He stated the plan is for a bank with a drive-thru. He stated that both Cass Avenue and 75<sup>th</sup> Street are DuPage County roads, and they will dictate the number, location and configuration of driveways, but staff will work with both the County and the petitioner on the issue.

Mr. Griffith noted there is a table at the end of the memo which summarizes the technical development standards from the Zoning Ordinance.

Dan Gombac, Director, stated the requested variations are similar to the ones granted for Speedway, located across the street, which are needed due to the size of the lot. He stated staff has considered the character of the area as redevelopment plans have been proposed.

He stated Chase is seeking to locate a sign at Cass Avenue and Plainfield Road, which will accommodate Chase as well as businesses that locate on the property currently owned by the City south of the Chase site.

He stated staff and Chase have developed a rendering which illustrates the overall plan for the Chase site as well as the parcels to the south. He stated there will be cross-access between the Chase site and the parcels to the south, with access to Plainfield Road.

Mr. Gombac discussed the County's plans regarding Cass Avenue at this location. He stated the County plan, at this point, is to install a median between 75<sup>th</sup> Street south to a point just north of Plainfield Road. He stated there will continue to be 2 north and 2 south bound lanes. He stated the City is working with the County to provide a cut in the median at the entrance to Brookhaven, so a driveway on the east side of Cass Avenue could be accommodated, allowing cross access between both sides of Cass Avenue.

Tim Meseck, The Architects Partnership, the architect of record for Chase Bank, presented the proposed development plan. Mr. Meseck went over the site plan, driveway locations, drive-thru configuration, building elevations, signage and landscaping.

He stated the site is difficult. He stated they are working with the County on issues related to driveways.

He stated the code requires 20 vehicle stacking spaces for the drive-thru, while the plan provides 16. He stated there will be 3 teller lanes, and one 24/7 ATM lane. He stated based on Chase's experience, they have 2-3 vehicles going through a drive-thru lane at peak periods. He stated the proposed plan provides the stacking needed during their peak periods.

He stated the parking provided is consistent with other banks within the area, and meets Chase's needs.

He stated they will provide pedestrian access to the building, providing sidewalks to the public sidewalk along Cass Avenue.

Mr. Meseck stated they are requesting a variation, reducing the amount of required building foundation landscaping to two sides. He stated the south side of the building, with the drive-thru, cannot accommodate foundation landscaping, and there is a sidewalk on the west façade providing access to the building.

He noted the exterior building materials, and presented a material board. He stated the roof HVAC equipment will be shielded from view.

He noted that stormwater management will be within underground storage vaults, located under the parking lot on the west side of the building.

Mr. Meseck stated signage is very important to Chase, for branding and easy location identification for motorists. He stated the proposed signage is clean and tasteful. He described the proposed wall signage locations, on all four sides of the building. He stated Chase would like a free-standing sign located at Cass and Plainfield, which will be taller and larger to accommodate additional businesses. He stated the free-standing sign on the Chase site will comply with the height and area requirements.

Commissioner Hickok asked for the width of the parking stalls.

Mr. Griffith stated the plan shows 10-foot wide parking stalls, as required.

Commissioner Ritzert stated he first thought, too much signage.

Mr. Meseck stated the signage is intended to help with way-finding.

Chairperson Meyer confirmed that the free-standing sign at Cass Avenue will accommodate Chase as well as other businesses once the other parcels are developed.

Commissioner Hickok stated there are too many variations requested, which tends to mean there is too much planned for the site. He stated we should not use Speedway as the example, stating he was not sure they did their best with Speedway.

Commissioner Ritzert asked about environmental issues, if remediation is required since there was a gas station there before.

Mr. Gombac stated the City received EPA sign-off.

Chairperson Meyer asked about exterior lighting as it related to the apartments to the east.

Mr. Griffith stated the lighting plan needs to be revised showing they will not exceed the permitted illumination along the east lot line. In terms of the wall sign, perhaps the sign could be dimmed or turned off at night, as a condition of approval.

Commissioner Lind stated he had a problem with the wall signage on the east façade. He stated it was not necessary, it would not be affective for west bound motorists on 75<sup>th</sup> Street, use the free-standing sign at Cass and 75<sup>th</sup> Street as identification for west bound traffic on 75<sup>th</sup> Street.

There was a brief discussion regarding the signage on the east building façade. Chase agreed to remove this sign from the plan.

Mr. Meseck noted that lighting is required at the building entrance and at the drive-thru ATM, since those areas are open/accessible 24/7. He stated the plan calls for a fence along the east lot line to shield the apartments from headlight glare from vehicles at the drive-thru.

Commissioner Lind raised concerns with access to the site. He noted that the situation is difficult due to the County's plans for Cass Avenue. He suggested they ask the County for a deceleration lane on east bound 75<sup>th</sup> Street for the driveway entrance on 75<sup>th</sup> Street. He also suggested eliminating the southwest driveway onto the Chase site if and when a driveway is located on the property to the south.

There was a lengthy discussion regarding access to the Chase site as well as to the parcels to the south.

Don Dixon, Gewalt Hamilton Associates, engineer for Chase, stated there is a benefit with the southwest driveway, allowing right-in/right-out access to Cass Avenue, regardless if there is a driveway further south aligned with the Brookhaven driveway.

Commissioner Hickok asked why the need for a bank at this location, when there are several banks within the area.

Tim Meseck stated there is a need for a Chase bank in Darien, to meet Chase customer needs. He stated they tend to look at a 2-mile radius for a bank location. He stated this will be a full service bank branch.

Commissioner Oberland stated there is not a convenient Chase bank location in Darien from her perspective.

A resident asked if the building line along Cass established by the Chase building will be carried south onto

those parcels. He asked when the County plans to do their work on Cass Avenue relative to when Chase will build.

Mr. Gombac went over the concept development plan for the parcels to the south. He stated the building line should be consistent. He stated the County plans to do their work by 2014.

Mr. Meseck stated Chase plans a 2012 opening.

Another resident stated his concern that allowing a sign at Cass and Plainfield, with Chase's name, stating the sign will diminish the value of those properties, since they wont have a sign of their own.

Mr. Gombac stated the sign will have Chase's name as well as the names of future businesses on those properties. He stated the City Council has already agreed to allow Chase to place a sign at Cass and Plainfield, as part of the Chase purchase.

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

**Without further discussion, Commissioner Mielkus made the following motion, seconded by Commissioner Hickok:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve, subject to the following:**

- 1. Taper down the fence height within the front yard, along the east line, as the fence approaches 75<sup>th</sup> Street.**
- 2. Address the comments noted in the letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.**
- 3. Driveway locations, configuration and number subject to DuPage County approval.**
- 4. Revise photometric plan to show lighting will not exceed 3 foot-candles along the east lot line.**
- 5. Eliminate the wall signage on the east building façade.**
- 6. Chase Bank to participate in a traffic study if/when a study is necessary to support a cut in the median in Cass Avenue proposed by DuPage County, where the median cut would be located as to provide cross access between the east and west sides of Cass Avenue.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.  
(Commissioner Kiefer and Vonder Heide were absent.)**

### **Municipal Services Committee – December 27, 2011**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation to grant the zoning relief sought by the petitioner:

**Based upon the submitted petition and the information presented, the request associated with**

**PZC 2011-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval, subject to the following:**

- 1. Taper down the fence height within the front yard, along the east line, as the fence approaches 75<sup>th</sup> Street.**
- 2. Address the comments noted in the letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.**
- 3. Driveway locations, configuration and number subject to DuPage County approval.**
- 4. Revise photometric plan to show lighting will not exceed 3 foot-candles along the east lot line.**
- 5. Eliminate the wall signage on the east building façade.**
- 6. Chase Bank to participate in a traffic study if/when a study is necessary to support a cut in the median in Cass Avenue proposed by DuPage County, where the median cut would be located as to provide cross access between the east and west sides of Cass Avenue.**

### **Municipal Services Committee Review – December 27, 2012**

The Municipal Services Committee considered this matter at its meeting on December 27, 2011. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Alderman Halil Avci.

Michael Griffith, Senior Planner, reviewed the agenda memo and noted the Planning and Zoning Commission's recommendation.

Mr. Griffith stated the only change to the plan was the elimination of wall signage on the east building façade, due to the adjacent apartments.

Mr. Griffith also noted that Chase agreed to participate in a traffic study if and when one is needed to help the City's efforts with the County to maintain full access to both sides of Cass Avenue.

Tim Meseck, The Architects Partnership, the architect of record for Chase Bank, presented the development plan drawings.

Alderman Schauer had questions about the bank operations at this site.

There was continued discussion regarding access to the Chase bank site, as well as to the City owned parcels to the south.

Alderman Marchese, Chairman, stated he saw the need for Chase bank at this location given the comments he has received from residents and local businesses.

There was a discussion concerning burying utilities. Dan Gombac, Director, stated this is not required, but that Scott Coren, Assistant City Administrator, is looking into a grant to cover the costs of doing the work.

Mr. Gombac read an email of support for the Chase bank plan, received from John Manos, owner of

Brookhaven Plaza, located on the west side of Cass Avenue.

There was not anyone from the public to offer comments.

**Without further discussion, Alderman Schauer made the following motion, seconded by Alderman Marchese – Chairman:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-11 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval, subject to the following:**

- 1. Taper down the fence height within the front yard, along the east line, as the fence approaches 75<sup>th</sup> Street.**
- 2. Address the comments noted in the letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.**
- 3. Driveway locations, configuration and number subject to DuPage County approval.**
- 4. Revise photometric plan to show lighting will not exceed 3 foot-candles along the east lot line.**
- 5. Eliminate the wall signage on the east building façade.**
- 6. Chase Bank to participate in a traffic study if/when a study is necessary to support a cut in the median in Cass Avenue proposed by DuPage County, where the median cut would be located as to provide cross access between the east and west sides of Cass Avenue.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 2-0.  
(Alderman Avci was absent.)**

	<b>B-2 District</b>	<b>Proposed</b>
Lot area	2 acres	0.803 acres, existing (35,000 square feet)
Lot width	No requirement	175 feet
Lot depth	No requirement	200 feet
<b>Building setbacks:</b>		
Front yard	50 feet	50+ feet
Side yard	30	30+
Corner side yard	50	50+
Rear yard	30	30+
<b>Parking setbacks:</b>		
Front yard	30 feet	3 feet
Side yard	30	10
Corner side yard	30	3
Rear yard	20	3
Floor Area Ratio	0.6	0.12
Building coverage	50%	12.2 %
Total lot coverage	75%	84.2%
Maximum building height	3 stories, not to exceed 40 feet	1 story
<b>Signage:</b>		
<b>Free-standing sign:</b>		
Area	60 square feet	60 square feet; 12 feet tall (north sign)
Height	12 feet	118 square feet; 15 feet tall (south, multi-tenant sign)
<b>Wall signs:</b>		
Front elevation	120 square feet	57.6 square feet
Corner side elevation	80	73.6
Side	Not permitted	73.6
Rear	Not permitted	36.9
# of parking stalls	18	32
# of vehicle stacking spaces for drive-thru	20	16
<b>Driveways (curb cuts):</b>		
# of driveways along Cass Avenue	1	2
# of driveways along 75 <sup>th</sup> Street	1	1
Width, 2-way	24-30 feet	24 feet
Distance from street	50 feet, measured from	21 feet, north driveway off



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE APPROVING A SPECIAL USE  
AND VARIATIONS TO THE DARIEN  
ZONING ORDINANCE AND SIGN CODE**

**(PZC 2011-11: 7501 Cass Avenue, Chase Bank)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 16<sup>TH</sup> DAY OF JANUARY, 2012**

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**Published in pamphlet form by authority of the Mayor  
and City Council of the City of Darien, DuPage  
County, Illinois, this \_\_\_ day of \_\_\_\_\_,  
2012.**

**AN ORDINANCE APPROVING A SPECIAL USE  
AND VARIATIONS TO THE DARIEN  
ZONING ORDINANCE AND SIGN CODE**

**(PZC 2011-11: 7501 Cass Avenue, Chase Bank)**

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

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

**WHEREAS**, the property legally described in Section 1 (the "Subject Property"), is zoned B-2 Community Shopping Center Business District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use in order to establish a drive-thru facility for a bank; and

**WHEREAS**, the petitioner has requested approval of variations from the terms of the Darien Zoning Ordinance and Sign Code; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on December 21, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of December 21, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on December 27, 2011, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 7501 Cass Avenue, Darien, Illinois, and legally described as follows:

LOT 1 IN BROOKHAVEN PLAZA (EXCEPTING THEREFROM ALL RIGHT, TITLE AND INTEREST, IF ANY, IN AND TO ANY OIL, GAS, AND OTHER MINERALS, INCLUDING, WITHOUT LIMITATIONS, HELIUM, LIGNITE, SULFUR, PHOSPHATE, AND OTHER SOLID, LIQUID, AND GASEOUS SUBSTANCES) A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT NO 932271, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-27-300-001

**SECTION 2: Special Use Granted.** A special use is hereby granted to permit the establishment of a drive-thru facility associated with a bank, Section 5A-8-3-4 of the Darien Zoning Ordinance.

**SECTION 3: Variations from Zoning Ordinance Granted.** The following variations from the Zoning Ordinance are hereby granted:

- A. Section 5A-8-3-8: Yard Requirements:
  - 1. To reduce the required parking setback from 30 feet to 3 feet along the front (north) lot line.
  - 2. To reduce the required parking setback from 30 feet to 3 feet along the corner side (west) lot line.
  - 3. To reduce the required parking setback from 30 feet to 3 feet along the interior side (east) lot line.
  - 4. To reduce the required parking setback from 20 feet to 3 feet along the rear (south) lot line.
- B. Section 5A-11-4: Off-Street Parking and Loading Table: To reduce the required number of vehicle stacking spaces for the drive-thru from 20 to 16.
- C. Section 5A-11-3(B)(1)(c): Driveways and Access Points in Business, Office and Industrial Districts:
  - 1. To reduce the required setback from 30 feet to 21 feet from the front lot line.
  - 2. To reduce the required setback from 30 feet to 10 feet from the interior side lot line.
  - 3. To reduce the required setback from 20 feet to 3 feet from the rear lot line.
- D. Section 5A-11-3(B)(1)(e): To reduce the required setback a driveway is to be located from a street intersection from 50 feet to 21 feet.
- E. Section 5A-11-3(B)(1)(a): To permit 2 driveways off of Cass Avenue, where one is permitted for the first 150 feet of street frontage, and one per additional 100 feet of street frontage is otherwise permitted.
- F. Section 5A-10-7: Foundation and Refuse Disposal Area Landscaping: To permit the required building foundation landscaping on 2 sides, where such landscaping is required on all 4 sides of building.
- G. Section 5A-8-3-9: Height Limitations, Bulk Regulations: To increase the permitted total lot coverage from 75% to 84.2%.

**SECTION 4: Variations from the Sign Code Granted.** The following variations from the Sign Code are hereby granted:

- A. Section 4-3-10(B)(3): To increase the permitted height of a free-standing sign from 12 feet to

15 feet.

- B. Section 4-3-10-(B)(3): To increase the permitted sign area of a free-standing sign from 60 square feet to 118 square feet.
- C. Section 4-3-7(B)(3): To permit an off-premises sign, sign to be located at Cass Avenue and Plainfield Road.
- D. Section 4-3-10(B)(2): To permit wall signage on the south building facade, which does not face a street or parking lot serving as the primary entrance.

**SECTION 5: Site Plan Approval.** The Subject Property shall be developed in substantial

compliance with the following plans:

- A. ALTA/ACSM Land Title Survey, 3 sheets, prepared by Gewalt Hamilton Associates, dated February 25, 2011.
- B. Site Plan, 1 sheet, prepared by The Architects Partnership, dated November 4, 2011.
- C. Engineering Plan, 12 sheets, prepared by Gewalt Hamilton Associates, dated November 16, 2011.
- D. Landscape Plan, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
- E. Photometric Plan, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
- F. Building Elevations, 1 sheet, prepared by The Architects Partnership, dated November 3, 2011.
- G. Flood Plan, 1 sheet, prepared by The Architects Partnership, dated November 4, 2011.
- H. Signage Plan, 15 sheets, prepared by NW Sign Industries, latest revision dated October 27, 2011.

**SECTION 6: Conditions of Approval:** The special use and variations herein granted are subject to the

following conditions:

- A. Taper down the fence height within the front yard, along the east line, as the fence approaches 75<sup>th</sup> Street.
- B. Address the comments noted in the letter dated December 13, 2011, from Dan Lynch, PE, Christopher B. Burke Engineering, Ltd.
- C. Driveway locations, configuration and number subject to DuPage County approval.
- D. Revise photometric plan to show lighting will not exceed 3 foot-candles along the east lot line.
- E. Eliminate the wall signage on the east building façade.
- F. Chase Bank to participate in a traffic study if/when a study is necessary to support a cut in the median in Cass Avenue proposed by DuPage County, where the median cut would be located as to provide cross access between the east and west sides of Cass Avenue.

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

ordinance shall supercede state law in that regard within its jurisdiction.

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: January 16, 2012**

**Issue Statement**

**PZC 2011-14:**                      **17W630 N. Frontage Road and 9S531 Wilmette Avenue:** Petitioner seeks the following relief from the Zoning Ordinance:

**17W630 N. Frontage Road:**

1. To rezone the property from R-1 Single-Family Residence to O Office, upon annexation.

**9S531 Wilmette Avenue:**

1. To rezone the property R-1 Single-Family Residence to R-3 Multi-Family residence, upon annexation.
2. Special use approval for a 5-unit multi-family residential dwelling.
3. Variation to reduce the required lot area from 21,500 square feet to 17,710 square feet for a 5-unit multi-family residential dwelling (3, 2-bedroom units and 2, 1-bedroom units).

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

**Discussion/Overview**

**Both the Planning and Zoning Commission and the Municipal Services Committee considered this matter at their respective meetings. The Commission held the required public hearing on December 21, 2011. Both bodies recommend approval of the zoning petitions subject to the following condition:**

1. **Masonry enclosures are to be constructed for dumpsters within a year of approval.**

A draft ordinance is attached.

The full agenda memo follows as “Additional Information.”

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on December 21, 2011.  
The Municipal Services Committee considered this item at its meeting on December 27, 2011.  
The City Council will consider this item at its meeting on January 16, 2012.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE ANNEXING CERTAIN  
PROPERTY TO THE CITY OF DARIEN,  
REZONING CERTAIN PROPERTY AND  
GRANTING A SPECIAL USE FOR A MULTI-FAMILY DWELLING  
AND A VARIATION FROM THE ZONING ORDINANCE**

**(PZC 2011-14: 17W630 N. Frontage Road and 9S531 Wilmette Avenue)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 16<sup>th</sup> DAY OF JANUARY, 2012**

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**Published in pamphlet form by authority of the Mayor  
and City Council of the City of Darien, DuPage  
County, Illinois, this \_\_\_ day of \_\_\_\_\_,  
2012.**

**AN ORDINANCE ANNEXING CERTAIN  
PROPERTY TO THE CITY OF DARIEN,  
REZONING CERTAIN PROPERTY AND  
GRANTING A SPECIAL USE FOR A MULTI-FAMILY DWELLING  
AND A VARIATION FROM THE ZONING ORDINANCE**

**(PZC 2011-14: 17W630 N. Frontage Road and 9S531 Wilmette Avenue)**

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

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the properties subject to this Ordinance are legally described as follows (“Subject Property”):

**PARCEL A:**

LOT 1, EXCEPT THE NORTH 115 FEET, OF KLEJCH’S SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1958 AS DOCUMENT NO. 901297, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-34-301-023-0000

Common Address: 17W630 N. Frontage Road, Darien, Illinois.

**PARCEL B:**

THE NORTH 115 FEET OF LOT 1 OF KLEJCH’S SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1958 AS DOCUMENT NO. 901297 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-34-301-022-0000

Common Address: 9S531 Wilmette Avenue, Darien, Illinois 60561; and

**WHEREAS**, the Subject Property is in unincorporated DuPage County, but are contiguous to the City of Darien; and



**WHEREAS**, Parcel A of the Subject Property is improved with a daycare center; and

**WHEREAS**, Parcel B of the Subject Property is improved with a building containing offices and apartments; and

**WHEREAS**, a petition for annexation pursuant to 65 ILCS 5/7-1-8 has been duly filed with the City Clerk and signed by at least 51% of the owners of record of the Subject Property and at least 51% of the registered voters residing on the Subject Property; and

**WHEREAS**, notice of the contemplated annexation of the Subject Property has been sent to Downers Grove Township; and

**WHEREAS**, the petitioner submitted a petition to rezone Parcel A from R-1 Single-Family Residence District to the O Office District upon annexation, and

**WHEREAS**, the petitioner's petition also includes a request to rezone Parcel B from R-1 Single-Family Residence District to the R-3 Multi-Family Residence District, special use approval for a multi-family dwelling within the R-3 zoning district and a variation to reduce the required lot area; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on December 21, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of December 21, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on December 27, 2011, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

**WHEREAS**, the City Council determined that the annexation of the Subject Property is reasonable and in the best interests of the City;

**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: Annexation: Plat of Annexation.** The Subject Property is hereby annexed to the City of Darien. The Mayor and Clerk are hereby authorized and directed to execute and attest the Plat of Annexation annexing the Subject Property to the City. The City Clerk is hereby further authorized to cause the Plat of Annexation to be recorded in the Office of DuPage County Recorder of Deeds, DuPage County, IL.

**SECTION 2: Rezoning.** Parcel A of the Subject Property is hereby rezoned as O Office Zoning

District of the City of Darien. Parcel B of the Subject Property is hereby rezoned as R-3 Multi-Family Residence District.

**SECTION 3: Special Use Granted.** A special use is hereby granted to Parcel B to permit the establishment of a multi-family dwelling containing 5 dwelling units within the R-3 Multi-Family Residence District, Section 5A-7-3-3: Special Uses, R-3 Multi-Family Residence District.

**SECTION 4: Variation Granted.** A variation from the Darien Zoning Ordinance, Section 5A-7-3-5(D): Area, Width and Lot Requirements, is hereby granted to Parcel B to reduce the required lot area from 21,500 square feet to 17,710 square feet for a 5-unit multi-family dwelling containing 3, 2-bedroom dwelling units and 2, 1 bedroom units.

**SECTION 5: Condition of Approval.** The special use and variation herein granted are subject to the construction of a masonry enclosure to screen dumpsters, to be completed within one year from the date a building permit is issued to renovate the inside of the structure at 9S531 Wilmette, Darien, Illinois as multi-family dwellings.

**SECTION 6: Applicable Ordinances.** The Subject Property shall comply with all applicable ordinances of the City of Darien.

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

**SECTION 8: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of January, 2012.

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KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**Additional Information**

**Issue Statement**

**PZC 2011-14:**                      **17W630 N. Frontage Road and 9S531 Wilmette Avenue:** Petitioner seeks the following relief from the Zoning Ordinance:

**17W630 N. Frontage Road:**

1. To rezone the property from R-1 Single-Family Residence to O Office, upon annexation.

**9S531 Wilmette Avenue:**

1. To rezone the property R-1 Single-Family Residence to R-3 Multi-Family residence, upon annexation.
2. Special use approval for a 5-unit multi-family residential dwelling.
3. Variation to reduce the required lot area from 21,500 square feet to 17,710 square feet for a 5-unit multi-family residential dwelling (3, 2-bedroom units and 2, 1-bedroom units).

Applicable Regulations:        Zoning Ordinance, Section 5A-6-3: Zoning of Annexed Land  
                                             Zoning Ordinance, Section 5A-9-2: O Office District  
                                             Zoning Ordinance, Section 5A-7-3: R-3 Multi-Family Residence District  
                                             Zoning Ordinance, Section 5A-7-3-3: Special Uses, R-3 Multi-Family Residence District  
                                             Zoning Ordinance, Section 5A-7-3-5(D): Area, Width and Lot Requirements, R-3 Multi-Family Residence District

**General Information**

Petitioner/  
 Property Owner:                  Arthur A. Cano  
                                                     9S531 Wilmette Avenue  
                                                     Darien, IL 60561

Property Location:                17W630 N. Frontage Road and 9S531 Wilmette Avenue

PIN:                                    09-34-301-023; 09-34-301-022

Existing Zoning:                    B-1 Local Business (DuPage County)

Existing Land Use:                17W630 N. Frontage Road – Daycare center  
                                                     9S531 Wilmette Avenue – Office and apartments.

**Surrounding Zoning and Land Use:**

North:        R-3 Multi-Family Residence – townhomes (attached single-family homes)

South: B-1 Local Business (DuPage County) – single-family home  
 East: R-3 Multi-Family Residence – townhomes (attached single-family homes)  
 West: OR&I Office, Research and Light Industrial – light industry, warehousing

Comprehensive Plan Update: Office

History: None.

Size of Property: 17W630 N. Frontage Road – 26,148 square feet  
 9S531 Wilmette Avenue – 17,710 square feet

Floodplain: None.

Natural Features: None

Transportation: Properties have frontage and access onto N. Frontage Road and Wilmette Avenue.

### **Documents Submitted**

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

1. Plat of Survey, 1 sheet, prepared by Associated Surveying Group, LLC, dated October 26, 2011.
2. Plat of Annexation, 1 sheet, prepared by Associated Surveying Group, LLC.
3. Site Plan, 1 sheet, prepared by DBK and Associates, dated November 9, 2011.
4. Building Renovations, 1 sheet, prepared by DBK and Associates, dated November 9, 2011.

### **Planning Overview/ Discussion**

The subject properties are located at the northeast corner of N. Frontage Road and Wilmette Avenue. Currently, the properties are unincorporated.

The petitioner seeks to annex both parcels. Per the Zoning Ordinance, a parcel is automatically zoned R-1 Single-Family Residence upon annexation, unless the City Council approves a rezoning petition.

#### *17W630 N. Frontage Road*

The petitioner seeks to rezone this parcel, from R-1 Single-Family Residence to O Office, upon annexation. The Comprehensive Plan Update designates this parcel as office use.

Currently, there is a building on the parcel occupied by a daycare center, which is allowed within the O Office zoning district as a special use. If approved, the current use would be an existing, legal use (assuming the use was legally established under the County's Zoning Ordinance).

The following table lists the permitted and special uses allowed within the O Office zoning district:

<b>O Office</b>	
<b>Permitted Uses</b>	<b>Special Uses</b>
Offices, business or professional	Animal hospitals
	Banks and financial institutions, with or without accessory drive-thru
	Clinics, medical and dental, to include all 24-hour outpatient healthcare facilities
	Hospitals
	Nursery schools, preschools and daycare centers
	Public and private utility facilities
	Religious institutions, including, but not limited to churches, rectories, seminaries, covenants, and monasteries including dormitories and other accessory uses required for operation
	Swimming, tennis, racquet and other athletic club facilities
	Undertaking establishments

The petitioner has not indicated any alteration of the site. Existing conditions, such as building setbacks, parking setbacks, lot coverage, etc., will be existing conditions and allowed to remain. If a permit to alter the site is submitted in the future, the City will consider zoning issues related to the proposed work at that time.

*9S531 Wilmette Avenue*

The petitioner seeks to rezone this parcel from R-1 Single-Family Residence to R-3 Multi-Family Residence, upon annexation. The Comprehensive Plan Update designates this parcel as office.

Currently, there is a 2-story building on the parcel, with offices on the first floor and three apartments on the second floor. The petitioner proposes to convert the office spaces into two dwelling units, resulting in 5-unit multi-family dwelling. A mix of one and two bedroom units is proposed. Within the R-3 zoning district, special use approval is required for a 5-unit multi-family dwelling.

The petitioner will be required to submit a building permit, with architect stamped and signed plans. The plans must comply with the 2006 International Building Code.

Per the R-3 zoning district, given the number and type of dwelling units (number of bedrooms), the minimum lot size required is 21,500 square feet. The lot is 17,710 square feet. The petitioner is requesting a variation from this requirement.

The site plan shows the required number of parking stalls for 5 units, 10 in this case

The petitioner is not proposing alterations to the site. Existing conditions, such as building setbacks, parking setbacks, lot coverage, etc., will be existing conditions and allowed to remain. If a permit to alter the site is

submitted in the future, the City will consider zoning issues related to the proposed work at that time.

The dumpster will need to be enclosed within a masonry enclosure, with the masonry coordinating with the building materials.

### *Annexation*

The parcels are surrounded by the City of Darien on three sides. The City Council will consider the annexation petition, as well as the recommendation related to other requests made by the petitioner.

Since this petition covers two separately parcels, the Commission may consider each one separately.

The special use request must address the following criteria:

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

The variation request must address the following criteria for approval:

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

### Staff Findings/Recommendations

Staff does not object to the proposed annexation. The parcels are surrounded by the City of Darien on three sides.

The proposed rezonings are consistent with the uses proposed and are consistent with how surrounding properties are zoned.

Staff does not object to the variation concerning the 5-unit multi-family dwelling. The building and existing lot area appear to be adequate to accommodate the number of dwelling units.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to the following conditions:**

- 1. Masonry enclosures are to be constructed for dumpsters.**

### Planning and Zoning Commission Review – December 21, 2011

The Planning and Zoning Commission considered this matter at its meeting on December 21, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, John Lind, Louis Mallers, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Ronald Kiefer, Susan Vonder Heide

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted that the two parcels are unincorporated, that the petitioner is seeking to annex the parcels and then rezone both parcels. He noted the proposed zoning for both parcels.

He noted the south building houses a daycare center.

He noted that the north building is planned to be converted into a 5-unit apartment building. He stated the building already contains offices and apartments.

He stated staff recommends the petitioner construct masonry dumpster enclosures.

Mr. Griffith stated other than altering the north building for apartments, there are not any other alterations planned. He stated the parking complies.



Arthur Cano, the petitioner, was present. Mr. Cano stated he has owned the buildings for about 37 years. He said he is looking to annex into Darien and become part of the community. He stated the daycare center will stay. He stated that the poor economy makes it very difficult to rent the office space, so he wants to turn that space into apartments. He stated he would use quality materials. Mr. Cano stated he understood building plans would be required for this work.

Mr. Cano questioned why the dumpsters should be required to be enclosed. He stated he has problems with fly dumping and the enclosures will make it worse. He stated he is willing to construct the enclosures, but it will be costly. He asked for more time to get it done.

Commissioner Mallers stated that the enclosures would help control the visual clutter when there is fly dumping.

There was a question regarding emergency exits for the apartments. Mr. Griffith stated building plans will be required and they will be reviewed by the Fire District.

There was not anyone from the public to offer comments.

**Without further discussion, Commissioner Hickok made the following motion, seconded by Commissioner Mallers:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to the following conditions:**

- 1. Masonry enclosures are to be constructed for dumpsters within a year of approval.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.**

#### **Municipal Services Committee – December 27, 2011**

Based on the Planning and Zoning Commission's recommendation, staff recommends the Planning and Zoning Commission make the following recommendation to grant the petitions:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services recommend approval of the petition as presented, subject to the following conditions:**

- 1. Masonry enclosures are to be constructed for dumpsters within a year of approval.**

#### **Municipal Services Committee Review – December 27, 2011**

The Municipal Services Committee considered this matter at its meeting on December 27, 2011. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Ted Schauer, Dan

Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Alderman Halil Avci.

Michael Griffith, Senior Planner, reviewed the staff agenda memo briefly. He noted the Planning and Zoning Commission's recommendation. He noted that the petitioner is seeking to annex the parcels, and if annexed, to have the parcels rezoned to accommodate the existing uses.

Mr. Griffith noted the petitioner proposes to alter the north building into a 5-unit apartment building. He stated other than that, there are not any other proposed changes to the site.

Dan Gombac, Director, noted that the petitioner will be required to provide a masonry enclosure within a year of the building permit being issued to alter the north building. He also read an email from the petitioner seeking reimbursement or refunds of expenditures related to these zoning petitions. Mr. Gombac stated there was not a program or policy in place to do so.

Arthur Cano, the petitioner, was present. He did not have anything else to offer.

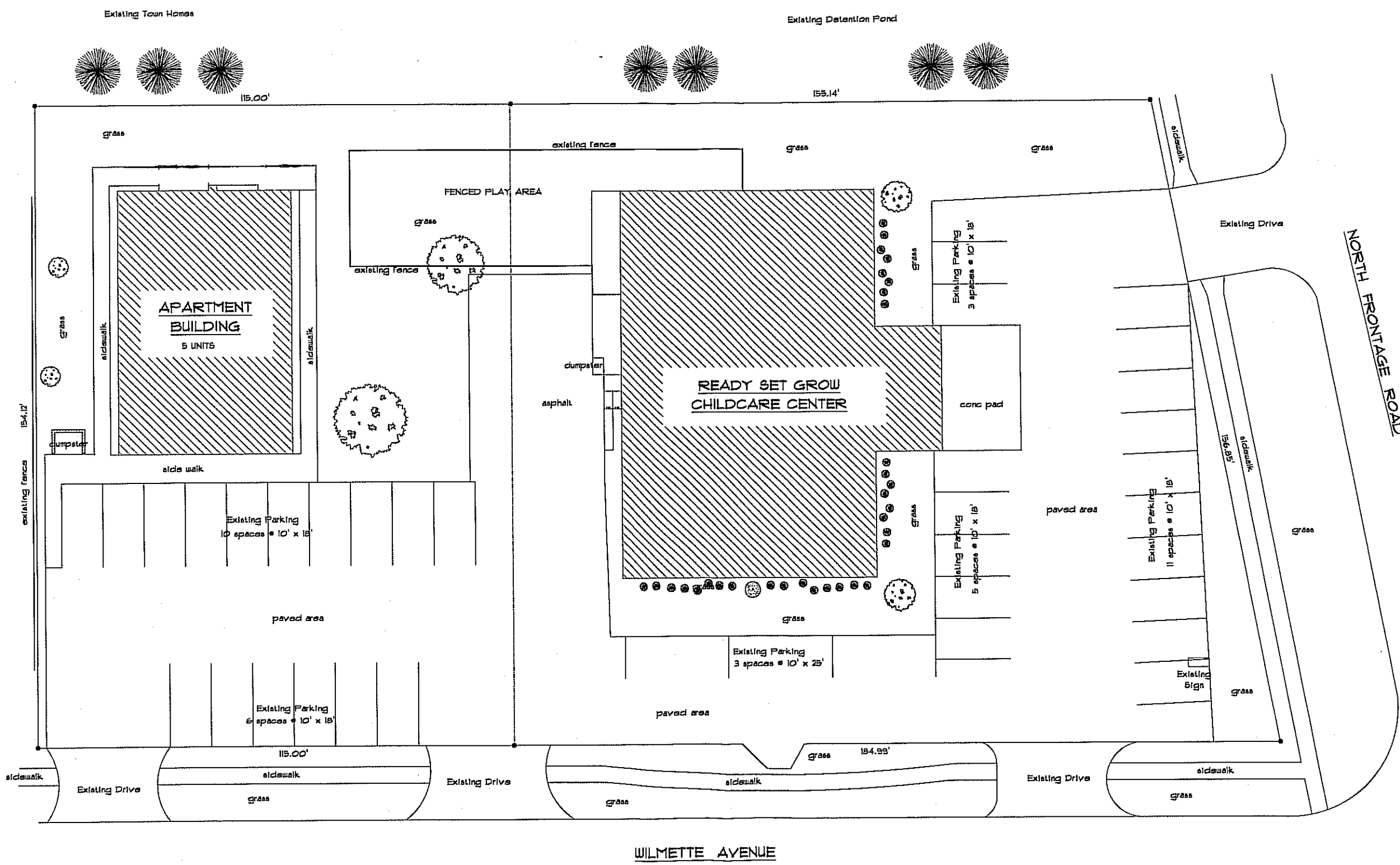
There was not anyone from the public to offer comments.

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

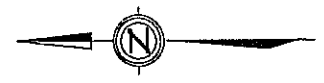
**Based upon the submitted petition and the information presented, the request associated with PZC 2011-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services recommend approval of the petition as presented, subject to the following conditions:**

- 1. Masonry enclosures are to be constructed for dumpsters within a year of approval.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 2-0.  
(Alderman Avci was absent.)**



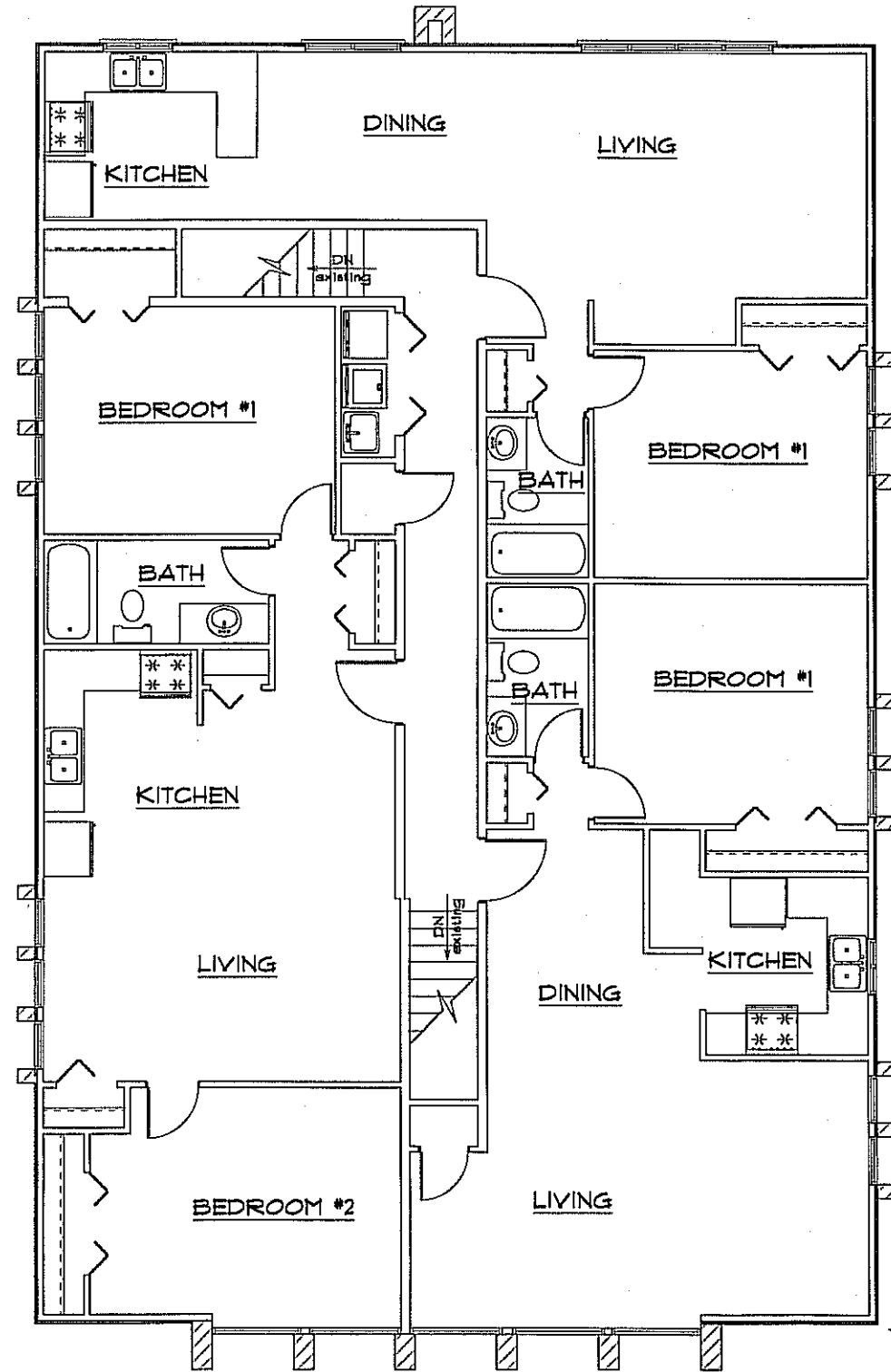
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 16 Spaces Provided



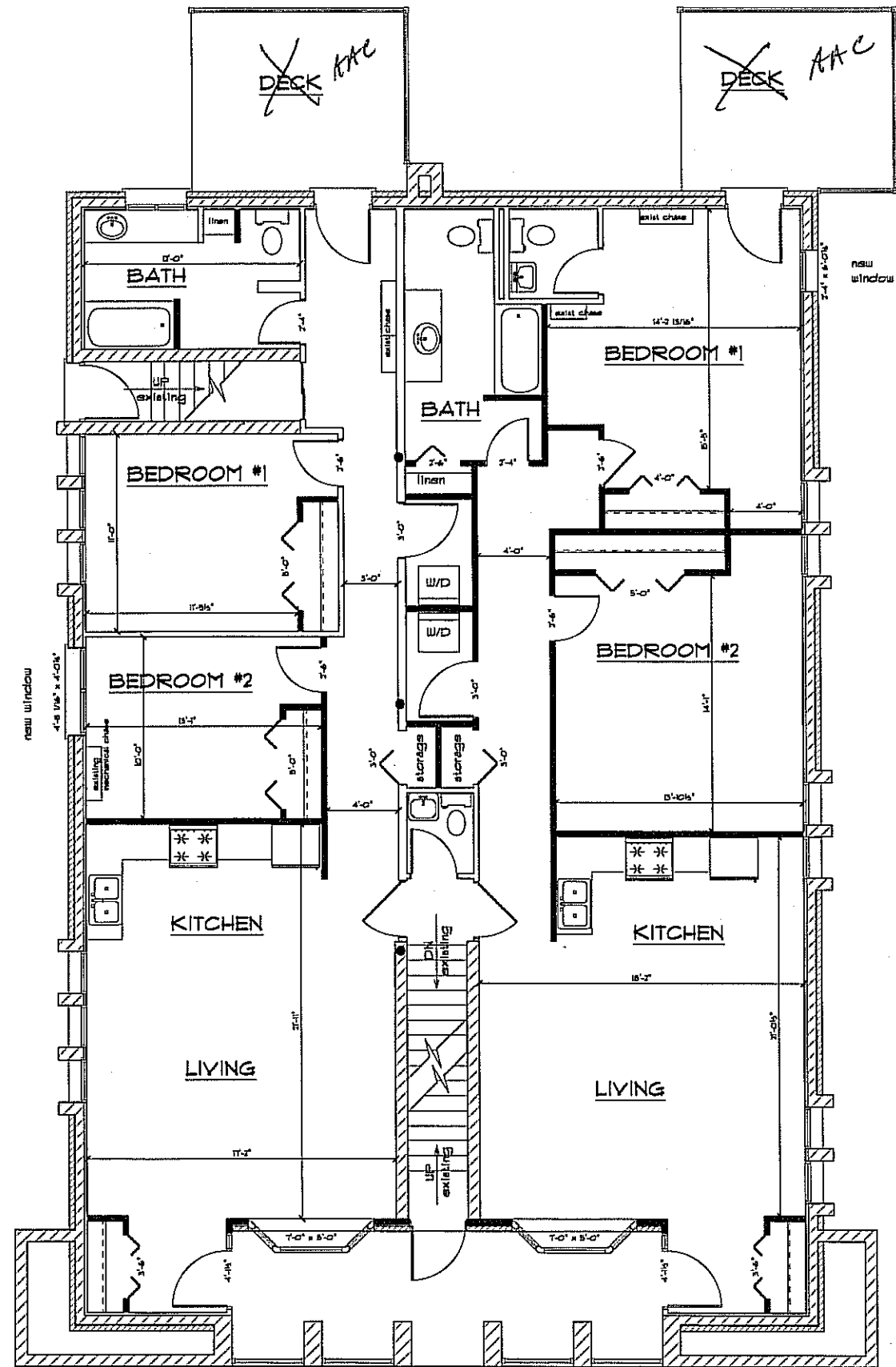
**SITE PLAN**  
**PARKING PLAN & LANDSCAPE PLAN**  
 (As Existing)

**PARKING DATA**  
 10 Spaces Required  
 21 Spaces Provided

SHEET NO. <b>SP-1</b>	
FILE NO: 11-1721	REVISED:
D B K and Associates La Grange Highlands 108-519-1726	
SCALE: as noted	DATE: 11-9-11
DRAWN BY: DBK	
SITE PLAN NORTH FRONTAGE ROAD AND WILMETTE AVE DuPAGE COUNTY - DARIEN, ILLINOIS	



EXISTING 2ND FLOOR PLAN. NO CHANGES  
SCALE: 1/4" = 1'-0"



PROPOSED 1ST FLOOR RENOVATIONS

SHEET NO.

FILE NO. 11-1721

D B K and Associates

SCALE: as noted

BUILDING RENOVATIONS

A-1

REVISED:

La Grange Highlands

DRAWN BY: DEK

9 S 531 WILMETTE AVE

108-519-1726

DATE: 11-9-11

DUPAGE COUNTY - DARIEN, ILLINOIS