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**PUBLIC HEARING - ANNEXATION AGREEMENT 17W615 N. FRONTAGE ROAD -  
7:00P.M.**

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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**

November 6, 2017

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes
7. Receiving of Communications
8. Mayor's Report
  - A. Consideration of a Motion to Approve the Reappointment of Members to the Citizen of the Year Committee: Bonnie Kucera, Carol Mallers, and Merle Salazar
  - B. Consideration of a Motion to Approve the Appointment of Linda Borowiak to the Citizen of the Year Committee
9. City Clerk's Report
  - A. 2018 Vehicle Sticker Lottery
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — 16-17-13
  - B. Monthly Report — September 2017
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
17. New Business
  - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [William F. Murphy PTO](#)
  - B. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darlen Woman's Club](#)
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an [Engineering Agreement with Christopher B. Burke Engineering, Ltd for Pavement Corings](#) for the Proposed 2018 Street Maintenance Program, in the Amount not to Exceed \$8,900.00
  - D. Consideration of a Motion to Approve a Resolution to Enter into an [Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program](#) in an Amount not to Exceed \$32,748.00
  - E. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Associated Technical Services (ATS) for the [2017 Water Leak Survey](#), Valve Exercising Program and Creating a GIS Valve and Hydrant Database in the Amount of \$81,926.82. Included is a Per Unit Cost for the Leak Location Phase in the Amount of \$395.00 Per Mainline or Service Leak, and \$95.00 Per Fire Hydrant Leak or Mainline Valve for a Total Amount not to Exceed \$14,500.00
  - F. Consideration of a Motion to Approve an Ordinance [Amending Title 4, Building Regulations, Darien Building Code](#), of the Darien City Code (Solar Codes)
  - G. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2017-03 [8185 Chapman Court](#))
  - H. Consideration of a Motion to Approve an Ordinance Authorizing the [Execution of an Annexation and Development Agreement](#) (PZC 2016-10: 17W615 N. Frontage Road)
  - I. Consideration of a Motion to Approve an Ordinance [Annexing Certain Property to the City of Darien](#) (17W615 N. Frontage Road)
  - J. Consideration of a Motion to Approve an Ordinance [Rezoning Property in Accordance with a Certain Annexation and Redevelopment Agreement](#) (PZC 2016-10: 17W615 N. Frontage Road)
  - K. Consideration of a Motion to Authorize the Purchase of the Following:
    1. 511 Banners from Quinn Flags for the City of [Darien Banner Program](#), in an Amount not to Exceed \$21,436.45
    2. 25 Double Banner Brackets from Bannerville USA, in an Amount not to Exceed Amount of \$2,875.00
    3. 50 6-foot Diameter Holiday Wreaths from Houzz, in an Amount not to Exceed \$6,649.50
    4. 5 Pre-lit Holiday Trees from Balsam Hill, in an Amount not to Exceed \$4,696.98

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



# CITY OF DARIEN

## MEMO

**TO:** City Council

**FROM:** Kathleen Moesle Weaver

**DATE:** November 2, 2017

**SUBJECT: REAPPOINTMENT TO CITIZEN OF THE YEAR COMMITTEE**

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This is written to request your advice and consent to the reappointment of Bonnie Kucera, Carol Mallers and Merle Salazar to the Citizen of the Year Committee. They have expressed an interest in continuing to serve the City in this capacity.

As always, if you have any questions, please contact me.

mg



# CITY OF DARIEN

## MEMO

**TO:** City Council

**FROM:** Kathleen Moesle Weaver

**DATE:** November 2, 2017

**SUBJECT: APPOINTMENT TO CITIZEN OF THE YEAR COMMITTEE**

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This is written to request your advice and consent to the appointment of [Linda Borowiak](#) to the Citizen of the Year Committee. She has agreed to serve the City and have expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg



# CITY OF DARIEN

## APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 10/27/2017

Name LINDA BOROWIAK

Address 6918 RICHMOND AVE (Phone)

Email lindabrov@aol.com

How long have you lived in Darien? 29 YEARS

Where did you live prior to coming to Darien? CICERO, IL.

If Married, Spouse's Name WIDOW Children (include ages) BRIAN (45) KRISTEN FANNING (43)

Education: HIGH SCHOOL DIPLOMA If you attended college, what was your major? -

Present Employer RETIRED Phone -

Address - Fax -

Nature of Occupation -

Other Employment Experience EXECUTIVE SECRETARY

Interests and Hobbies? GRANDCHILDREN, WATERCOLOR PAINTING, READING HISTORICAL NOVELS, VOLUNTEERING

Of what local organizations have you been a member? (Please include offices held, if any) -

HISTORICAL SOCIETY, DARIEN WOMAN'S CLUB, MT CARMEL ... WOMEN'S BREAKFAST COMMITTEE, OUR LADY OF PEACE PARISHION

Have you served the community in any other way? -

HAVE VOLUNTEERED AT MARK DELAY SCHOOL FOR 10 YRS. TO PRESE.

Time you would have available to serve the City AS MEMBER OF THE CITIZEN OF THE YEAR COMMITTEE

In which of the following areas would you like to serve? (Please feel free to check more than one.)

- Environmental Committee
- Citizen of The Year Committee
- Planning And Zoning Commission
- Fire & Police Commission
- Police Pension Board
- Other (Please specify) -

What are your qualifications for this position(s)?

- I HAVE RESIDED IN THE DARIEN COMMUNITY FOR 29 YEARS.
- HAVE PARTICIPATED IN COMMUNITY EVENTS
- PARTICIPATED IN DARIEN LIONS CLUB EVENTS (HUSBAND WAS A LION FOR 18 YRS. PRIOR TO HIS PASSING)
- HAVE ATTENDED CITIZEN OF THE YEAR DINNERS.

Why are you interested in this position(s)?

I SEE THIS AS ANOTHER OPPORTUNITY TO SERVE OUR DARIEN COMMUNITY.

What can you contribute to this board(s) or commissions(s)?

WORKING WITH THE COMMITTEE IN THE PROCESS OF SELECTING A WORTHY CANDIDATE.

WORKING ALONGSIDE COMMITTEE MEMBERS TO MAKE THE DINNER A MEMORABLE EVENING FOR OUR CITIZEN OF THE YEAR.



**Darien Chamber  
of Commerce**

YOUR CONNECTION TO BUSINESS SUCCESS

October 31<sup>st</sup>, 2017

Darien City Clerk, Joanne Ragona  
1702 Plainfield Rd.  
Darien, IL. 60561

RE: 2018 Vehicle Sticker Lottery

Dear Ms. Ragona,

The Darien Chamber of Commerce is unable to accept the "2018 Vehicle Sticker Lottery" program at this time and wishes to surrender the appointment to another eligible organization.

Sincerely,

A handwritten signature in cursive script, reading "April Padalik", written in blue ink over a horizontal line.

April Padalik

Darien Chamber of Commerce



## CITY OF DARIEN

 EXPENDITURE APPROVAL LIST  
 FOR CITY COUNCIL MEETING ON  
 November 6, 2017

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

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

General Fund			<b>\$98,387.21</b>
Water Fund			<b>\$36,742.48</b>
Motor Fuel Tax Fund			<b>\$2,276.97</b>
Water Depreciation Fund			<b>\$195.33</b>
Special Service Area Tax Fund			
Impact Fee Expenditures			
Capital Improvement Fund			<b>\$268,572.00</b>
State Drug Forfeiture Fund			<b>\$133.43</b>
Federal Equitable Sharing Fund			<b>\$11,189.03</b>
		<b>Subtotal:</b>	<b><u>\$417,496.45</u></b>
General Fund Payroll	10/26/17	\$	241,454.93
Water Fund Payroll	10/26/17	\$	17,877.66
		<b>Subtotal:</b>	<b><u>\$ 259,332.59</u></b>

<b>Total to be Approved by City Council:</b>	<b><u>\$676,829.04</u></b>
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*Approvals:*

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

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JoAnne E. Ragona, City Clerk

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Michael J. Coren, Treasurer

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Bryon D. Vana, City Administrator

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	SEPTEMBER 2017 OVERAGE OF MONTHLY SUPPORT	AP110617	4325	Consulting/Professional	973.75
AIS	DT METAL SWITCH - PUBLIC WORKS (INVOICE 58655)	AP110617	4325	Consulting/Professional	40.00
CALL ONE, INC.	CITY TELEPHONE BILL - Sept/Oct	AP110617	4267	Telephone	1,294.43
CHRONICLE MEDIA LLC	TREASURER'S REPORT 2017	AP110617	4221	Legal Notices	520.00
CHRONICLE MEDIA LLC	LEGAL NOTICE/PUBLIC HEARING NOTICE P&Z/CCM & FRONTAGE RD.	AP110617	4221	Legal Notices	55.00
CHRONICLE MEDIA LLC	LEGAL NOTICE/PUBLIC HEARING NOTICE P&Z/CCM & FRONTAGE RD.	AP110617	4328	Const/Prof Reimbursable	112.50
COMCAST CABLE	COMCAST CABLE FOR CITY HALL	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.41
IMPACT NETWORKING, LLC	KONICA CONTRACT - 10/18/2017 TO 11/17/2017	AP110617	4225	Maintenance - Equipment	98.00
MUNIWEB	WEBSITE MAINT SEPT 2017	AP110617	4325	Consulting/Professional	404.50

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*General Fund  
Administration*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	NICOR GAS-82541110001 - CITY HALL	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	87.66
NOTARY PUBLIC ASSOCIATION OF I	NOTARY PUBLIC RENEWAL-MARIA	AP110617	4213	Dues and Subscriptions	54.00
NOTARY PUBLIC ASSOCIATION OF I	NOTARY PUBLIC RENEWAL- DIANE	AP110617	4213	Dues and Subscriptions	54.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG-ALCOHOL	AP110617	4219	Liability Insurance	89.50
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREENING P NOGA	AP110617	4219	Liability Insurance	55.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEING D AVDICH	AP110617	4219	Liability Insurance	55.00
PM PRINTING INC.	TONER FOR PRINTERS	AP110617	4235	Printing and Forms	218.75
ROSENTHAL, MURPHEY, COBLENTZ	LEGAL SVCS ADMIN (VANA AGREEMENT)	AP110617	4219	Liability Insurance	770.00
ROSENTHAL, MURPHEY, COBLENTZ	COUNCIL/EXECUTIVE SESSION, SPRINT	AP110617	4219	Liability Insurance	1,430.00
ROSENTHAL, MURPHEY, COBLENTZ	RESEARCH, POSTAGE, COPIES	AP110617	4219	Liability Insurance	306.43
UNLIMITED GRAPHIX, INC.	TONER FOR PRINTERS	AP110617	4253	Supplies - Office	169.48
				Total Administration	6,796.41

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 City Council

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALKAYE MEDIA GROUP	VIDEO CREW - COUNCIL MEETINGS (5/1, 6/5, 8/7, 9/18, 10/2)	AP110617	4206	Cable Operations	720.00
TINA M. BEILKE	CONFERENCE REIMBURSEMENT	AP110617	4263	Training and Education	100.00
				Total City Council	820.00

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Community Development

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHADDICK INSTITUTE	PLAN COMMISSION TRAINING WORKSHOP	AP110617	4263	Training and Education	500.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 7533 MAIN PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 2146 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 2161 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 2122 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 2162 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	SPOT SURVEY REVIEW 7305 WESTERN PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	100.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW 2141 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	SPOT SURVEY 2102 COTTAGE PAID AT PERMIT ISSUE	AP110617	4328	Const/Prof Reimbursable	100.00
CHRISTOPHER B. BURKE ENG, LTD	AS BUILT REVIEW & RE-REVIEW 113 68TH	AP110617	4328	Const/Prof Reimbursable	300.00

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Community Development

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE LAWN AND HOME SERVICES	GRASS CUTTING & MAINTENANCE	AP110617	4328	Conslt/Prof Reimbursable	460.00
LIZ LAHEY	SECRETARIAL SERVICES- (5-17-17 thru 10-12-17)	AP110617	4205	Boards and Commissions	450.00
RATHS RATHS AND JOHNSON	CONSULT, VISIT AND LETTER -7231 LEONARD	AP110617	4328	Conslt/Prof Reimbursable	1,997.00
ROSENTHAL, MURPHEY, COBLENTZ	LEGAL SVCS-COMM DEVEL	AP110617	4219	Liability Insurance	1,265.00
				Total Community Development	6,372.00

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
General Fund  
Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A & W AUTO, TRUCK & TRAILER	SHOP PARTS RATCHET HOLD DOWN FOR EQUIP	AP110617	4225	Maintenance - Equipment	79.90
A & W AUTO, TRUCK & TRAILER	SHOP	AP110617	4225	Maintenance - Equipment	460.35
CARQUEST AUTO PARTS STORES	CORE RETURN INVOICE 584402	AP110617	4229	Maintenance - Vehicles	(22.00)
CARQUEST AUTO PARTS STORES	COMM BATTERY & (3) CORE RETURNS ORIG INV 618983	AP110617	4229	Maintenance - Vehicles	359.07
CARQUEST AUTO PARTS STORES	PART FOR 106 AND PARTS FOR SHOP	AP110617	4229	Maintenance - Vehicles	156.53
CARQUEST AUTO PARTS STORES	STARTER FOR 2006 FORD EXPEDITION 0503	AP110617	4229	Maintenance - Vehicles	152.97
CARQUEST AUTO PARTS STORES	BATTERY	AP110617	4229	Maintenance - Vehicles	146.18
CARQUEST AUTO PARTS STORES	BATTERY - RETURN ORIG INV 617398	AP110617	4229	Maintenance - Vehicles	(146.18)
CATCHING FLUID POWER, INC.	UNIT 205	AP110617	4225	Maintenance - Equipment	63.40
CHICAGO METROPOLITAN FIRE PREV	PD MAINT	AP110617	4223	Maintenance - Building	105.00
CHICAGO METROPOLITAN FIRE PREV	CITY HALL MAINT	AP110617	4223	Maintenance - Building	105.00
CHRISTOPHER B. BURKE ENG, LTD	ANNUAL REPORT DOCUMENTS- PHASE II NPDES STORMWATER	AP110617	4325	Consulting/Professional	520.50
CHRISTOPHER B. BURKE ENG, LTD	COST ESTIMATE -71st Street Park Crosswalk	AP110617	4325	Consulting/Professional	230.00

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CINTAS #769	BLACK MATS	AP110617	4223	Maintenance - Building	12.50
CINTAS #769	BLACK MATS	AP110617	4223	Maintenance - Building	26.45
CINTAS #769	BLACK MATS	AP110617	4223	Maintenance - Building	25.00
COM ED	COM ED-0788310001 - PUBLIC WORKS	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
COM ED	COM ED -0269155053 - 75TH STREET PLANT	AP110617	4359	Street Light Oper & Maint.	64.44
COM ED	COM ED-0633028127- CLOCK TOWER	AP110617	4359	Street Light Oper & Maint.	106.72
COM ED	STREET LIGHTS	AP110617	4359	Street Light Oper & Maint.	542.20
CONSTELLATION NEW ENERGY, INC.	STREET LIGHT ENERGY	AP110617	4359	Street Light Oper & Maint.	33.35
DAVID J. FELL	DAVE FELL CLOTHING ALLOWANCE	AP110617	4269	Uniforms	51.70
DAVID J. FELL	DAVE FELL CLOTHING ALLOWANCE	AP110617	4269	Uniforms	95.68
DUPAGE TOPSOIL, INC.	CURB RESTORATIONS	AP110617	4257	Supplies - Other	335.00
FIRE & SECURITY SYSTEMS, INC.	PW MAINT	AP110617	4223	Maintenance - Building	52.50
GRAINGER	GREASE	AP110617	4223	Maintenance - Building	5.15
HOMER TREE CARE, INC.	TREE TRIMMING - 826 79TH ST IN NANTUCKET BASIN	AP110617	4375	Tree Trim/Removal	2,200.00
HOMER TREE CARE, INC.	TREE TRIMMING - MANNING ROAD	AP110617	4375	Tree Trim/Removal	630.00



CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JAKE THE STRIPER	NEW 107 STRIPING	AP110617	4229	Maintenance - Vehicles	750.00
JUST TIRES	TIRE REPAIR	AP110617	4225	Maintenance - Equipment	10.00
JUST TIRES	TIRE DISPOSAL	AP110617	4225	Maintenance - Equipment	9.00
JUST TIRES	TIRE DISPOSAL	AP110617	4225	Maintenance - Equipment	6.00
KARA COMPANY, INC.	SMALL TOOLS	AP110617	4259	Small Tools & Equipment	71.87
KARA COMPANY, INC.	FORESTRY TOOLS	AP110617	4350	Forestry	121.54
KARLSON ENTERPRISES, INC.	PW EXHAUST REMOVAL SYSTEM	AP110617	4223	Maintenance - Building	14,500.00
KIN-KO ACE STORES INC	FASTENERS	AP110617	4257	Supplies - Other	2.56
LINDCO EQUIPMENT SALES, INC.	TRUCK109 BOARD	AP110617	4229	Maintenance - Vehicles	1,078.98
MAC TOOLS	MECHANIC TOOLS	AP110617-COPY	4259	Small Tools & Equipment	139.99
MAC TOOLS	MECHANICS TOOLS	AP110617-COPY	4259	Small Tools & Equipment	118.99
MC CANN INDUSTRIES INC	DAMAGE ON MV-5 #208 (MV1101)	AP110617	4225	Maintenance - Equipment	680.85
McMASTER-CARR	OFFICE EQUIP	AP110617	4223	Maintenance - Building	128.59
McMASTER-CARR	CLOCK FOR PUBLIC WORKS	AP110617	4223	Maintenance - Building	32.01
MID-TOWN ACQUISITION LLC	5W30 OIL	AP110617	4229	Maintenance - Vehicles	548.75
NICOR GAS	NICOR GAS -90841110001 PUBLIC WORKS	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	75.09

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
 General Fund  
 Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NORWALK SALES CO.	STORM SEWER SUPPLIES	AP110617	4257	Supplies - Other	561.58
ORKIN LLC	CITY HALL PEST CONTROL	AP110617	4223	Maintenance - Building	81.12
PETTY CASH	PETTY CASH REIMBURSEMENT FOR POLICE DEPT	AP110617	4223	Maintenance - Building	7.00
RAGS ELECTRIC	PD PARKING LOT LIGHT	AP110617	4223	Maintenance - Building	6,332.00
RAGS ELECTRIC	STREETLIGHT REPAIR	AP110617	4359	Street Light Oper & Maint.	6,474.53
RAGS ELECTRIC	LIGHT ON E. 75TH ST.	AP110617	4359	Street Light Oper & Maint.	7,766.31
RAGS ELECTRIC	STREET LIGHT ON 8010 SAWYER	AP110617	4359	Street Light Oper & Maint.	5,778.00
RAGS ELECTRIC	INSTALL NEW ALUMINUM POLE PER CONTRACT	AP110617	4359	Street Light Oper & Maint.	4,322.75
RIC MAR INDUSTRIES, INC.	SAFETY GLOVES	AP110617	4219	Liability Insurance	125.62
RIC MAR INDUSTRIES, INC.	FUEL ADDITIVE	AP110617	4225	Maintenance - Equipment	119.10
RUSSO POWER EQUIPMENT	FORESTRY	AP110617	4350	Forestry	140.54
SERVPRO OF DOWNERS GROVE	FLOODING LOWER LEVEL CITY HALL ON 10/15/17	AP110617	4223	Maintenance - Building	3,458.60
SITE ONE LANDSCAPE SUPPLY	SEED STARTER MULCH	AP110617	4257	Supplies - Other	164.96

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
*General Fund*  
*Public Works, Streets*

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
TAMELING INDUSTRIES	SUPPLIES OTHER	AP110617	4257	Supplies - Other	79.80
TRUGREEN PROCESSING CENTER	75TH ST TREE FERTILIZER	AP110617	4350	Forestry	850.00
UNIQUE PRODUCTS & SERVICE CORP	PD CLEANING SUPPLIES	AP110617	4223	Maintenance - Building	95.99
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	AP110617	4225	Maintenance - Equipment	16.33
WHOLESALE DIRECT, INC.	STOCK PARTS	AP110617	4229	Maintenance - Vehicles	659.57
WHOLESALE DIRECT, INC.	BEACON LIGHT	AP110617	4229	Maintenance - Vehicles	112.03
				Total Public Works, Streets	61,839.51

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*General Fund*  
*Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALTERNATIVE BUSINESS SUPPLIERS	COPY SERVICE AGREEMENT 9-18-17 TO 9-17-18	AP110617	4225	Maintenance - Equipment	2,100.00
ANGELA HEARTS-GLASS	SERGEANT'S EXAM - SOI ASSESSOR FEE	AP110617	4205	Boards and Commissions	400.00
AXON ENTERPRISES INC	(100) TASER CARTRIDGES	AP110617	4217	Investigation and Equipment	3,300.00
eLINEUP LLC	INVESTIGATIVE SERVICES - SOFTWARE MAINTENANCE	AP110617	4217	Investigation and Equipment	600.00
GREG THOMAS	2017 IACP CONFERENCE	AP110617	4265	Travel/Meetings	1,474.41
HARALDSEN'S GARAGE & BODY INDUSTRIAL ORG SOLUTIONS	D27-REPAIR SUNROOF PSYCH EXAM FEE FOR PO CANDIDATE S. SKORUP	AP110617 AP110617	4229 4205	Maintenance - Vehicles Boards and Commissions	425.00 485.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EXAM PO CANDIDATE W. MASON	AP110617	4205	Boards and Commissions	485.00
LOUIS M. CARUSO	SERGEANT'S EXAM - SOI ASSESSOR FEE	AP110617	4205	Boards and Commissions	400.00
MAGPUL	(20) RVG RAIL VERTICAL GRIPS	AP110617	4217	Investigation and Equipment	374.20
MICHAEL LOREK	REIMBURSEMENT FOR MEDICAL EXAM DEDUCTIBLE	AP110617	4219	Liability Insurance	75.00

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*General Fund*  
*Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
MOORE MEDICAL LLC	PPE FIRST AID	AP110617	4219	Liability Insurance	472.44
MOORE MEDICAL LLC	SRO CRISIS RESPONSE KIT	AP110617	4219	Liability Insurance	339.39
MR. TRIM	D9 REUPHOLSTER SEAT CUSHIONS	AP110617	4229	Maintenance - Vehicles	240.00
MR. TRIM	D6 REUPHOLSTER SEAT CUSHION	AP110617	4229	Maintenance - Vehicles	240.00
NICOR GAS	NICOR GAS-82800010009-POLICE DEPT	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	143.66
PETTY CASH	PETTY CASH REIMBURSEMENT FOR POLICE DEPT	AP110617	4217	Investigation and Equipment	13.47
PETTY CASH	PETTY CASH REIMBURSEMENT FOR POLICE DEPT	AP110617	4265	Travel/Meetings	103.25
PUBLIC SAFETY DIRECT	D2, D4 & D6 RADA REPAIRS	AP110617	4229	Maintenance - Vehicles	100.00
RAY O'HERRON CO. INC.	AUX. UNIFORM ALLOWANCE AUX. BACHOE-JACKET	AP110617	4203	Auxiliary Police	108.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE SGT. TOPEL #318	AP110617	4269	Uniforms	137.97
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE SGT. NORTON #334	AP110617	4269	Uniforms	20.00

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*General Fund*  
*Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE OFC. PASTICK #309	AP110617	4269	Uniforms	219.85
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE OFC. PASTICK #309	AP110617	4269	Uniforms	72.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE DET. HELLMANN #331	AP110617	4269	Uniforms	95.97
RAY O'HERRON CO. INC.	OFC. RENNER #331 - EAR PIECE	AP110617	4269	Uniforms	17.00
RAY O'HERRON CO. INC.	SGT. NORTON #334 - EAR PIECE	AP110617	4269	Uniforms	13.98
RAY O'HERRON CO. INC.	SGT. LOREK #335 - EAR PIECE	AP110617	4269	Uniforms	41.99
RAY O'HERRON CO. INC.	CSO NOGA - NEW UNIFORM	AP110617	4269	Uniforms	350.48
RAY O'HERRON CO. INC.	OF. GLOMB #332 UNIFORM ALLOWANCE	AP110617	4269	Uniforms	525.25
RICK HELLMANN	UNIFORM ALLOW - HELLMANN#331 POLO SHIRT & MISC (KOHLS)	AP110617	4269	Uniforms	238.98
RICK HELLMANN	UNIFORM ALLOW- HELLMANN #331 BUSINESS CARDS & PANTS (KOHLS)	AP110617	4269	Uniforms	82.53

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*General Fund*  
*Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
STAPLES BUSINESS ADVANTAGE	PD SUPPLIES	AP110617	4253	Supplies - Office	44.16
STAPLES BUSINESS ADVANTAGE	PD SUPPLIES - TONER FOR COMMAND STAFF	AP110617	4253	Supplies - Office	149.98
STEVEN LISS	SGT. LISS #315 UNIFORM ALLOWANCE - SHOES	AP110617	4269	Uniforms	95.63
STREAMLIGHT	SGT. TOPEL #318 UNIFORM ALLOWANCE	AP110617	4269	Uniforms	74.70
TESTING FOR PUBLIC SAFETY, LLC	CONSULTING SERVICES FOR SERGEANTS PROMOTIONAL EXAM	AP110617	4205	Boards and Commissions	7,500.00
THEODORE POLYGRAPH SERVICE	POLY FOR J. RUNDO, D. AVDICH, M. LEES & P. NOGA	AP110617	4205	Boards and Commissions	600.00
WILLIAM R. HOLMER	SEARGEANT'S EXAM-SOI ASSESSOR FEE	AP110617	4205	Boards and Commissions	400.00
				Total Police Department	<u>22,559.29</u>
				Total General Fund	98,387.21

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017  
*Water Fund*  
*Public Works, Water*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AMERICAN WATER WORKS ASSOC.	MEMBER RENEWAL NUMBER 03360609	AP110617	4263	Training and Education	83.00
CHRISTOPHER B. BURKE ENG, LTD	LIQUID CHLORINATION SYSTEM DESIGN (R-58-17)	AP110617	4815	Equipment	3,187.00
CINTAS #769	BLACK MATS	AP110617	4223	Maintenance - Building	12.50
COM ED	COM ED-3118112014-75TH PUMP STATION	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	309.31
COM ED	COM ED-0788310001 - PUBLIC WORKS	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
DUPAGE COUNTY PUBLIC WORKS	METER READINGS	AP110617	4336	Data Processing	26,809.46
DUPAGE TOPSOIL, INC.	WATER DIG LANDSCAPE	AP110617	4231	Maintenance - Water System	175.00
DUPAGE TOPSOIL, INC.	TOPSOIL	AP110617	4231	Maintenance - Water System	175.00
DYNEGY ENERGY SERVICES	UTILITIES - ACCT # 0171115094	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	76.46
DYNEGY ENERGY SERVICES	UTILITIES - ACCT # 0185101035	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,117.45
DYNEGY ENERGY SERVICES	UTILITIES - ACCT # 1389036061	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	30.77
DYNEGY ENERGY SERVICES	UTILITIES - ACCT # 4105091007	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	91.45
DYNEGY ENERGY SERVICES	UTILITIES - ACCT #6149050015	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	207.96



CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017

*Water Fund  
Public Works, Water*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FIRE & SECURITY SYSTEMS, INC.	PW MAINT	AP110617	4223	Maintenance - Building	52.50
HACH COMPANY	CHLORINE REAGENT SET	AP110617	4241	Quality Control	473.67
HACH COMPANY	SULFURIC ACID	AP110617	4241	Quality Control	46.98
KRISTOFER THROM	THROM -SWEATERS, JACKETS (COSTCO)	AP110617	4269	Uniforms	151.83
NICOR GAS	NICOR 12344110007 PLANT #4	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	25.28
NICOR GAS	NICOR-05002110004 PLANT #3	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	36.40
NICOR GAS	NICOR 23644110001 PLANT #5	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	35.32
NICOR GAS	NICOR GAS -90841110001 PUBLIC WORKS	AP110617	4271	Utilities (Elec,Gas,Wtr,Sewer)	75.10
SIKICH PROFESSIONAL SERVICES	PROFESSIONAL SERVICES RENDERED	AP110617	4320	Audit	1,425.00
TAMELING INDUSTRIES	RESTORATIONS	AP110617	4231	Maintenance - Water System	122.00
WEST SIDE EXCHANGE	SYSTEM MAINT	AP110617	4231	Maintenance - Water System	225.00
ZIEBELL WATER SERVICE PRODUCTS	WATER MAIN CLAMPS	AP110617	4231	Maintenance - Water System	770.00
Total Public Works, Water					<u>36,742.48</u>
Total Water Fund					36,742.48

CITY OF DARIEN  
Expenditure Journal  
From 11/6/2017 Through 11/6/2017

*Motor Fuel Tax  
MFT Expenses*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
K-FIVE CONSTRUCTION	ROAD MATERIAL	AP110617	4245	Road Material	138.00
K-FIVE CONSTRUCTION	ROAD PATCH	AP110617	4245	Road Material	74.00
K-FIVE CONSTRUCTION	ROAD PATCH	AP110617	4245	Road Material	539.50
VULCAN CONSTRUCTION MATERIALS	STONE	AP110617	4257	Supplies - Other	1,525.47
				Total MFT Expenses	<u>2,276.97</u>
				Total Motor Fuel Tax	2,276.97

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
*State Drug Forfeiture Fund*  
*Drug Forfeiture Expenditures*

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHELL	SHELL GAS FOR DEA OFFICER	AP110617	4273	Vehicle (Gas and Oil)	133.43
				Total Drug Forfeiture Expenditure	<u>133.43</u>
				Total State Drug Forfeiture Fund	133.43

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
*Water Depreciation Fund*  
*Depreciation Expenses*

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	PLANFIELD RD-WATER MAIN PROJECT CLOSE- OUT	AP110617	4390	Capital Improv-Infrastructure	195.33
				Total Depreciation Expenses	<u>195.33</u>
				Total Water Depreciation Fund	195.33

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
*Federal Equitable Sharing Fund*  
*Drug Forfeiture Expenditures*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PETTY CASH	PETTY CASH REIMBURSEMENT FOR POLICE DEPT	AP110617	4213	Dues and Subscriptions	9.03
STREICHER'S	(2) BALLISTIC SHIELDS	AP110617	4213	Dues and Subscriptions	11,180.00
				Total Drug Forfeiture Expenditure	<u>11,189.03</u>
				Total Federal Equitable Sharing F	11,189.03

CITY OF DARIEN  
 Expenditure Journal  
 From 11/6/2017 Through 11/6/2017  
*Capital Improvement Fund*  
*Capital Fund Expenditures*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	CLARENDON HILLS RD- RESURFACING-TIGER GRANT	AP110617	4390	Capital Improv-Infrastructure	92.00
CHRISTOPHER B. BURKE ENG, LTD	I-55 and CASS CLOVERLEAF (R-82-17)	AP110617	4390	Capital Improv-Infrastructure	5,967.50
THE BANK OF NEW YORK MELLON	GO REFUNDING 2012 PRINCIPAL & INTEREST	AP110617	4945	Debt Retire - Property	262,512.50
				Total Capital Fund Expenditures	<u>268,572.00</u>
				Total Capital Improvement Fund	<u>268,572.00</u>
Report Total					<u>417,496.45</u>



**CITY OF DARIEN**  
**REVENUE AND EXPENDITURE REPORT SUMMARY**  
**September 30, 2017**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,064,165	\$ 8,233,683	\$ 14,805,569
Expenditures	\$ 1,292,448	\$ 5,442,661	\$ 11,999,529
Audited 5/1/17 Opening Fund Balance:			\$ 4,125,767
Transfer to Capital Fund			\$ (3,600,000)
Current Fund Balance:			\$ 3,316,789

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,393,720	\$ 3,816,399	\$ 7,991,165
Expenditures	\$ 563,547	\$ 2,789,076	\$ 7,034,361
Audited 5/1/17 Cash Balance			\$ 1,096,437
Transfer to Water Depreciation Fund			\$ (630,000)
Current Modified Cash Balance:			\$ 1,493,760

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

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 48,605	\$ 237,362	\$ 566,402
Expenditures	\$ 28,093	\$ 154,702	\$ 575,315
Audited 5/1/17 Opening Fund Balance:			\$ 385,657
Current Fund Balance:			\$ 468,317

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ (45)	\$ (750)	\$ -
Expenditures	\$ -	\$ 83,738	\$ 404,000
Audited 5/1/17 Cash Balance			\$ (446,850)
Transfer from Water Fund			\$ 630,000
Current Modified Cash Balance:			\$ 98,662

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 10,170	\$ 157,358	\$ 215,615
Expenditures	\$ 420,922	\$ 2,779,315	\$ 4,362,179
Audited 5/1/17 Opening Fund Balance:			\$ 5,379,917
Transfer from General Fund			\$ 3,600,000
Current Fund Balance:			\$ 6,357,960

	Current Actual Year to Date	Current Budgeted F.Y.E. '18	Prior Year Actual Through September 16
Property Tax Collections	\$ 2,298,435	\$ 2,384,411	\$ 2,241,767
Sales Tax Collections	\$ 2,212,669	\$ 5,323,942	\$ 2,218,372
<b>Federal Equitable Sharing</b>	\$ 70,944	\$ -	\$ 77,073

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

		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	943,609.38	881,071.00	2,148,330.68	2,055,959.00	2,183,796.00	(35,465.32)	1.62%
Road and Bridge Tax	3120	86,683.65	82,709.00	197,383.48	193,000.00	205,000.00	(7,616.52)	3.71%
Municipal Utility Tax	3130	91,257.67	83,966.00	388,422.88	339,989.00	925,000.00	(536,577.12)	58.00%
Amusement Tax	3140	8,085.10	6,833.33	38,599.41	34,165.99	82,000.00	(43,400.59)	52.92%
Hotel/Motel Tax	3150	7,016.76	8,885.00	39,126.79	41,734.00	95,000.00	(55,873.21)	58.81%
Local Gas Tax	3151	27,400.44	24,363.00	136,426.62	127,571.00	300,000.00	(163,573.38)	54.52%
Food and Beverage Tax	3152	50,488.68	41,755.00	262,729.47	219,905.00	525,000.00	(262,270.53)	49.95%
Personal Property Tax	3425	0.00	750.00	2,444.53	3,151.00	5,000.00	(2,555.47)	51.10%
Total Taxes		1,214,541.68	1,130,332.33	3,213,463.86	3,015,474.99	4,320,796.00	(1,107,332.14)	25.63%
License, Permits, Fees								
Business Licenses	3210	480.00	360.00	6,459.00	5,350.00	41,000.00	(34,541.00)	84.24%
Liquor License	3212	0.00	0.00	66,500.00	62,400.00	66,325.00	175.00	(0.26)%
Contractor Licenses	3214	1,260.00	1,040.00	11,510.00	9,620.00	18,000.00	(6,490.00)	36.05%
Court Fines	3216	7,409.34	6,343.00	46,852.20	37,324.00	95,000.00	(48,147.80)	50.68%
Towing Fees	3217	3,500.00	2,292.00	26,500.00	14,394.00	37,000.00	(10,500.00)	28.37%
Ordinance Fines	3230	850.00	1,444.00	8,810.00	10,055.00	20,000.00	(11,190.00)	55.95%
Building Permits and Fees	3240	4,909.75	13,330.00	132,269.75	20,690.00	35,000.00	97,269.75	(277.91)%
Telecommunication Taxes	3242	49,146.61	56,665.00	256,688.25	283,345.00	680,000.00	(423,311.75)	62.25%
Cable T.V. Franchise Fee	3244	0.00	0.00	123,201.66	106,475.00	452,800.00	(329,598.34)	72.79%
PEG - Fees - AT&T	3245	0.00	0.00	6,305.20	0.00	0.00	6,305.20	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	3,764.00	25,000.00	(25,000.00)	100.00%
Public Hearing Fees	3250	360.00	80.00	2,783.00	4,110.00	5,000.00	(2,217.00)	44.34%
Elevator Inspections	3255	0.00	1,710.00	2,360.00	1,765.00	4,500.00	(2,140.00)	47.55%
Public Improvement Permit Fee	3260	75.00	0.00	1,825.00	0.00	0.00	1,825.00	0.00%
Engineering/Prof Fee Reimb	3265	1,032.25	19,970.00	63,288.31	43,039.00	74,000.00	(10,711.69)	14.47%
D.U.I. Technology Fines	3267	578.34	230.00	5,748.15	2,236.00	6,500.00	(751.85)	11.56%
Police Special Service	3268	12,314.71	6,490.00	44,960.83	27,709.00	99,597.00	(54,636.17)	54.85%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Stormwater Management Fees	3270	0.00	0.00	300.00	0.00	0.00	300.00	0.00%
Developer Contribution/Impact	3275	0.00	16.00	0.00	82.00	200.00	(200.00)	100.00%
Total License, Permits, Fees		81,916.00	109,970.00	806,361.35	632,358.00	1,659,922.00	(853,560.65)	51.42%
Charges for Services								
Inspections/Tap on/Permits	3320	25.00	0.00	100.00	0.00	0.00	100.00	0.00%
Total Charges for Services		25.00	0.00	100.00	0.00	0.00	100.00	0.00%
Intergovernmental								
State Income Tax	3410	114,158.53	135,530.00	1,199,237.86	934,295.00	2,164,428.00	(965,190.14)	44.59%
Local Use Tax	3420	45,271.32	47,225.00	218,065.73	213,915.00	534,481.00	(316,415.27)	59.20%
Sales Taxes	3430	468,853.05	461,773.00	2,212,668.91	2,198,588.00	5,323,942.00	(3,111,273.09)	58.43%
Video Gaming Revenue	3432	12,956.94	9,525.00	66,942.38	50,995.00	120,000.00	(53,057.62)	44.21%
Total Intergovernmental		641,239.84	654,053.00	3,696,914.88	3,397,793.00	8,142,851.00	(4,445,936.12)	54.60%
Other Revenue								
Interest Income	3510	1,411.85	415.00	14,929.77	2,075.00	5,000.00	9,929.77	(198.59)%
Gain/Loss on Investment	3515	(17.93)	0.00	29.29	0.00	0.00	29.29	0.00%
Water Share Expense	3520	20,833.34	20,833.33	104,166.70	104,166.65	250,000.00	(145,833.30)	58.33%
Police Report/Prints	3534	635.00	415.00	2,402.50	2,085.00	5,000.00	(2,597.50)	51.95%
Drug Forfeiture Receipts	3538	0.00	0.00	1,850.61	0.00	0.00	1,850.61	0.00%
Reimbursement-Rear Yard Drain	3541	(77.00)	2,833.00	9,879.88	14,167.00	34,000.00	(24,120.12)	70.94%
Grants	3560	404.75	0.00	2,255.07	0.00	0.00	2,255.07	0.00%
Rents	3561	25,151.42	23,750.00	199,150.18	118,750.00	285,000.00	(85,849.82)	30.12%
Other Reimbursements	3562	57,610.02	3,750.00	82,426.67	18,750.00	45,000.00	37,426.67	(83.17)%
Residential Concrete Reimb	3563	18,068.00	0.00	41,835.29	0.00	0.00	41,835.29	0.00%
Miscellaneous - Reimbursable	3568	35.00	0.00	104.64	0.00	0.00	104.64	0.00%
Mail Box Reimbursement Program	3569	1,131.59	0.00	1,941.48	0.00	0.00	1,941.48	0.00%
Impact Fee Revenue	3570	0.00	0.00	625.00	0.00	0.00	625.00	0.00%
Sales of Wood Chips	3572	55.00	200.00	2,705.00	1,800.00	3,000.00	(295.00)	9.83%
Sale of Equipment	3575	169.00	2,915.00	48,843.73	14,580.00	35,000.00	13,843.73	(39.55)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Miscellaneous Revenue	3580 1,032.90	1,666.00	3,696.62	8,332.00	20,000.00	(16,303.38)	81.51%
Total Other Revenue	126,442.94	56,777.33	516,842.43	284,705.65	682,000.00	(165,157.57)	24.22%
Total Revenue	2,064,165.46	1,951,132.66	8,233,682.52	7,330,331.64	14,805,569.00	(6,571,886.48)	44.39%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Community Development**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
License, Permits, Fees							
Public Hearing Fees	3250	0.00	385.00	0.00	0.00	385.00	0.00%
Total License, Permits, Fees	0.00	0.00	385.00	0.00	0.00	385.00	0.00%
Total Revenue	0.00	0.00	385.00	0.00	0.00	385.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Water Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 1,372,503.70	664,555.00	3,771,278.48	3,322,777.00	7,974,665.00	(4,203,386.52)	52.70%
Inspections/Tap on/Permits	3320 5,103.00	833.00	21,503.00	4,166.00	10,000.00	11,503.00	(115.03)%
Sale of Meters	3325 180.00	83.00	3,718.00	416.00	1,000.00	2,718.00	(271.80)%
Other Water Sales	3390 15,845.30	291.00	17,501.95	1,458.00	3,500.00	14,001.95	(400.05)%
Total Charges for Services	<u>1,393,632.00</u>	<u>665,762.00</u>	<u>3,814,001.43</u>	<u>3,328,817.00</u>	<u>7,989,165.00</u>	<u>(4,175,163.57)</u>	<u>52.26%</u>
Other Revenue							
Interest Income	3510 87.78	166.00	2,398.06	831.00	2,000.00	398.06	(19.90)%
Total Other Revenue	<u>87.78</u>	<u>166.00</u>	<u>2,398.06</u>	<u>831.00</u>	<u>2,000.00</u>	<u>398.06</u>	<u>(19.90)%</u>
Total Revenue	<u>1,393,719.78</u>	<u>665,928.00</u>	<u>3,816,399.49</u>	<u>3,329,648.00</u>	<u>7,991,165.00</u>	<u>(4,174,765.51)</u>	<u>52.24%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Motor Fuel Tax**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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 48,220.88	47,117.00	235,593.30	235,583.00	565,402.00	(329,808.70)	58.33%
Total Intergovernmental	48,220.88	47,117.00	235,593.30	235,583.00	565,402.00	(329,808.70)	58.33%
Other Revenue							
Interest Income	3510 384.12	84.00	1,768.44	418.00	1,000.00	768.44	(76.84)%
Total Other Revenue	384.12	84.00	1,768.44	418.00	1,000.00	768.44	(76.84)%
Total Revenue	48,605.00	47,201.00	237,361.74	236,001.00	566,402.00	(329,040.26)	58.09%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Impact Fee Agency Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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 8.53	0.00	47.58	0.00	0.00	47.58	0.00%
Total Other Revenue	8.53	0.00	47.58	0.00	0.00	47.58	0.00%
Total Revenue	8.53	0.00	47.58	0.00	0.00	47.58	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Stormwater Management Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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 41.71	0.00	184.80	0.00	0.00	184.80	0.00%
Total Other Revenue	41.71	0.00	184.80	0.00	0.00	184.80	0.00%
Total Revenue	41.71	0.00	184.80	0.00	0.00	184.80	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Special Service Area Tax Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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 2,171.42	417.00	4,858.70	2,084.00	5,000.00	(141.30)	2.82%
Total Taxes	2,171.42	417.00	4,858.70	2,084.00	5,000.00	(141.30)	2.83%
Other Revenue							
Interest Income	3510 8.06	0.00	35.76	0.00	0.00	35.76	0.00%
Total Other Revenue	8.06	0.00	35.76	0.00	0.00	35.76	0.00%
Total Revenue	2,179.48	417.00	4,894.46	2,084.00	5,000.00	(105.54)	2.11%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**State Drug Forfeiture Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	Current Period		Current Year	YTD Budget	Total Budget	Total Budget	Percent	
	Actual	Budget	Actual			Variance	Total	
							Budget	
							Remaining	
Revenue								
Other Revenue								
Interest Income	3510	10.34	0.00	100.24	0.00	0.00	100.24	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	3,540.83	0.00	0.00	3,540.83	0.00%
Total Other Revenue		10.34	0.00	3,641.07	0.00	0.00	3,641.07	0.00%
Total Revenue		10.34	0.00	3,641.07	0.00	0.00	3,641.07	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Water Depreciation Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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	(37.80)	0.00	(763.02)	0.00	0.00	(763.02)	0.00%
Gain/Loss on Investment	3515	(7.69)	0.00	12.55	0.00	0.00	12.55	0.00%
Transfer from Water Fund	3610	0.00	52,500.00	630,000.00	262,500.00	630,000.00	0.00	0.00%
Total Other Revenue	<u>(45.49)</u>	<u>52,500.00</u>	<u>629,249.53</u>	<u>262,500.00</u>	<u>630,000.00</u>	<u>(750.47)</u>	<u>0.12%</u>	
Total Revenue	(45.49)	52,500.00	629,249.53	262,500.00	630,000.00	(750.47)	0.12%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Federal Equitable Sharing Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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	180.99	0.00	787.91	0.00	0.00	787.91	0.00%
Drug Forfeiture Receipts	3538	70,944.46	0.00	70,944.46	0.00	0.00	70,944.46	0.00%
Total Other Revenue	<u>71,125.45</u>	<u>0.00</u>	<u>71,732.37</u>	<u>0.00</u>	<u>0.00</u>	<u>71,732.37</u>	<u>0.00%</u>	
Total Revenue	71,125.45	0.00	71,732.37	0.00	0.00	71,732.37	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Seized Assets Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

	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	24.06	0.00	115.92	0.00	0.00	115.92	0.00%
Drug Seizures	3537	0.00	0.00	36,112.00	0.00	0.00	36,112.00	0.00%
Total Other Revenue	<u>24.06</u>	<u>0.00</u>	<u>36,227.92</u>	<u>0.00</u>	<u>0.00</u>	<u>36,227.92</u>	<u>0.00%</u>	
Total Revenue	24.06	0.00	36,227.92	0.00	0.00	36,227.92	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Capital Improvement Fund**  
**Revenue**  
**From 9/1/2017 Through 9/30/2017**

		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	63,786.08	16,301.25	145,245.40	81,506.25	195,615.00	(50,369.60)	25.74%
Total Taxes		63,786.08	16,301.25	145,245.40	81,506.25	195,615.00	(50,369.60)	25.75%
Other Revenue								
Interest Income	3510	3,647.13	1,667.00	12,113.03	8,334.00	20,000.00	(7,886.97)	39.43%
Grants	3560	(57,262.73)	0.00	0.00	0.00	0.00	0.00	0.00%
Transfer from Other Funds	3612	0.00	300,000.00	3,600,000.00	1,500,000.00	3,600,000.00	0.00	0.00%
Total Other Revenue		(53,615.60)	301,667.00	3,612,113.03	1,508,334.00	3,620,000.00	(7,886.97)	0.22%
Total Revenue		10,170.48	317,968.25	3,757,358.43	1,589,840.25	3,815,615.00	(58,256.57)	1.53%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>							
<b>Salaries</b>							
Salaries	4010	32,920.88	40,034.00	177,525.85	480,410.00	302,884.15	63.04%
Overtime	4030	0.00	0.00	236.93	0.00	(236.93)	0.00%
<b>Total Salaries</b>		<u>32,920.88</u>	<u>40,034.00</u>	<u>177,762.78</u>	<u>480,410.00</u>	<u>302,647.22</u>	<u>63.00%</u>
<b>Benefits</b>							
Social Security	4110	1,292.35	2,291.00	10,252.55	27,494.00	17,241.45	62.70%
Medicare	4111	470.05	580.50	2,565.55	6,966.00	4,400.45	63.17%
I.M.R.F.	4115	4,368.52	5,388.58	29,605.54	64,663.00	35,057.46	54.21%
Medical/Life Insurance	4120	6,731.94	5,469.08	37,444.61	65,629.00	28,184.39	42.94%
Supplemental Pensions	4135	1,789.09	2,084.08	10,801.68	25,009.00	14,207.32	56.80%
<b>Total Benefits</b>		<u>14,651.95</u>	<u>15,813.24</u>	<u>90,669.93</u>	<u>189,761.00</u>	<u>99,091.07</u>	<u>52.22%</u>
<b>Materials and Supplies</b>							
Dues and Subscriptions	4213	0.00	268.25	304.48	3,190.00	2,885.52	90.45%
Liability Insurance	4219	100.00	25,996.00	3,035.67	311,940.00	308,904.33	99.02%
Legal Notices	4221	42.50	333.00	341.50	4,000.00	3,658.50	91.46%
Maintenance - Building	4223	0.00	0.00	221.62	0.00	(221.62)	0.00%
Maintenance - Equipment	4225	98.00	686.50	585.07	8,250.00	7,664.93	92.90%
Miscellaneous Expenditures	4232	0.00	0.00	20.00	0.00	(20.00)	0.00%
Postage/Mailings	4233	0.00	395.50	1,477.62	4,750.00	3,272.38	68.89%
Printing and Forms	4235	161.65	350.00	1,313.30	4,200.00	2,886.70	68.73%
Public Relations	4239	0.00	2,742.00	15,514.75	32,900.00	17,385.25	52.84%
Rent - Equipment	4243	254.82	168.25	509.64	2,019.00	1,509.36	74.75%
Supplies - Office	4253	142.31	666.00	2,062.49	8,000.00	5,937.51	74.21%
Supplies - Other	4257	0.00	41.00	0.00	500.00	500.00	100.00%
Training and Education	4263	0.00	500.00	357.00	6,000.00	5,643.00	94.05%
Travel/Meetings	4265	0.00	67.00	(166.40)	800.00	966.40	120.80%
Telephone	4267	486.63	4,575.00	8,506.14	54,900.00	46,393.86	84.50%
Utilities (Elec,Gas,Wtr,Sewer)	4271	182.86	250.00	425.03	3,000.00	2,574.97	85.83%
Vehicle (Gas and Oil)	4273	149.14	391.00	306.54	4,700.00	4,393.46	93.47%
<b>Total Materials and Supplies</b>		<u>1,617.91</u>	<u>37,429.50</u>	<u>34,814.45</u>	<u>449,149.00</u>	<u>414,334.55</u>	<u>92.25%</u>
<b>Contractual</b>							

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Audit	4320	(800.00)	1,042.00	12,500.00	12,500.00	0.00	0.00%
Consulting/Professional	4325	2,658.99	8,736.50	57,543.38	104,850.00	47,306.62	45.11%
Contingency	4330	0.00	833.00	200.00	10,000.00	9,800.00	98.00%
Janitorial Service	4345	1,775.00	1,626.00	9,292.50	19,500.00	10,207.50	52.34%
Total Contractual		<u>3,633.99</u>	<u>12,237.50</u>	<u>79,535.88</u>	<u>146,850.00</u>	<u>67,314.12</u>	<u>45.84%</u>
Other Charges							
Transfer to Other Funds	4605	0.00	0.00	3,600,000.00	0.00	(3,600,000.00)	0.00%
Total Other Charges		<u>0.00</u>	<u>0.00</u>	<u>3,600,000.00</u>	<u>0.00</u>	<u>(3,600,000.00)</u>	<u>0.00%</u>
Total Expenditures		<u>52,824.73</u>	<u>105,514.24</u>	<u>3,982,783.04</u>	<u>1,266,170.00</u>	<u>(2,716,613.04)</u>	<u>(214.55)%</u>
Total		(52,824.73)	(105,514.24)	(3,982,783.04)	(1,266,170.00)	2,716,613.04	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
Salaries	4010	3,562.50	3,562.50	17,812.50	42,750.00	24,937.50	58.33%
Total Salaries		3,562.50	3,562.50	17,812.50	42,750.00	24,937.50	58.33%
Benefits							
Social Security	4110	220.88	220.88	1,104.38	2,651.00	1,546.62	58.34%
Medicare	4111	51.67	51.67	258.35	620.00	361.65	58.33%
Total Benefits		272.55	272.55	1,362.73	3,271.00	1,908.27	58.34%
Materials and Supplies							
Boards and Commissions	4205	0.00	100.00	74.00	2,000.00	1,926.00	96.30%
Cable Operations	4206	0.00	666.00	1,230.00	8,000.00	6,770.00	84.62%
Dues and Subscriptions	4213	0.00	154.00	20.00	1,850.00	1,830.00	98.91%
Public Relations	4239	0.00	84.00	0.00	1,000.00	1,000.00	100.00%
Training and Education	4263	0.00	84.00	0.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	5.00	0.00	50.00	50.00	100.00%
Total Materials and Supplies		0.00	1,093.00	1,324.00	13,900.00	12,576.00	90.47%
Contractual							
Consulting/Professional	4325	0.00	416.00	173.00	5,000.00	4,827.00	96.54%
Trolley Contracts	4366	0.00	50.00	0.00	600.00	600.00	100.00%
Total Contractual		0.00	466.00	173.00	5,600.00	5,427.00	96.91%
Total Expenditures		3,835.05	5,394.05	20,672.23	65,521.00	44,848.77	68.45%
Total		(3,835.05)	(5,394.05)	(20,672.23)	(65,521.00)	(44,848.77)	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
Salaries	4010	24,224.41	24,208.00	123,012.07	290,494.00	167,481.93	57.65%
Total Salaries		24,224.41	24,208.00	123,012.07	290,494.00	167,481.93	57.65%
Benefits							
Social Security	4110	1,420.64	1,381.00	7,226.13	16,572.00	9,345.87	56.39%
Medicare	4111	332.25	352.25	1,690.01	4,227.00	2,536.99	60.01%
I.M.R.F.	4115	3,069.23	3,270.00	18,032.36	39,235.00	21,202.64	54.04%
Medical/Life Insurance	4120	4,039.16	4,152.00	20,783.84	49,829.00	29,045.16	58.28%
Supplemental Pensions	4135	92.30	300.00	923.00	3,600.00	2,677.00	74.36%
Total Benefits		8,953.58	9,455.25	48,655.34	113,463.00	64,807.66	57.12%
Materials and Supplies							
Boards and Commissions	4205	0.00	100.00	40.00	1,200.00	1,160.00	96.66%
Dues and Subscriptions	4213	0.00	42.00	0.00	500.00	500.00	100.00%
Liability Insurance	4219	0.00	1,917.00	5,120.67	23,000.00	17,879.33	77.73%
Maintenance - Vehicles	4229	0.00	42.00	0.00	500.00	500.00	100.00%
Postage/Mailings	4233	0.00	0.00	540.00	0.00	(540.00)	0.00%
Printing and Forms	4235	0.00	158.00	187.13	1,866.00	1,678.87	89.97%
Economic Development	4240	0.00	22,332.00	0.00	268,000.00	268,000.00	100.00%
Supplies - Office	4253	129.50	12.50	539.40	150.00	(389.40)	(259.60)%
Training and Education	4263	0.00	42.00	93.00	500.00	407.00	81.40%
Travel/Meetings	4265	0.00	17.00	0.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	88.33	112.50	496.12	1,350.00	853.88	63.25%
Total Materials and Supplies		217.83	24,775.00	7,016.32	297,266.00	290,249.68	97.64%
Contractual							
Consulting/Professional	4325	0.00	3,183.00	16,090.00	38,200.00	22,110.00	57.87%
Const/Prof Reimbursable	4328	2,299.75	6,166.00	16,843.66	74,000.00	57,156.34	77.23%
Total Contractual		2,299.75	9,349.00	32,933.66	112,200.00	79,266.34	70.65%
Capital Outlay							
Equipment	4815	0.00	2,415.00	23,123.00	28,984.00	5,861.00	20.22%
Total Capital Outlay		0.00	2,415.00	23,123.00	28,984.00	5,861.00	20.22%
Total Expenditures		35,695.57	70,202.25	234,740.39	842,407.00	607,666.61	72.13%
Total		(35,695.57)	(70,202.25)	(234,740.39)	(842,407.00)	(607,666.61)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>							
<b>Salaries</b>							
Salaries	4010	48,039.76	51,128.75	324,078.44	613,545.00	289,466.56	47.17%
Salaries - Officers	4020	0.00	0.00	3,782.50	0.00	(3,782.50)	0.00%
Overtime	4030	3,659.93	5,833.00	29,135.90	70,000.00	40,864.10	58.37%
<b>Total Salaries</b>		<u>51,699.69</u>	<u>56,961.75</u>	<u>356,996.84</u>	<u>683,545.00</u>	<u>326,548.16</u>	<u>47.77%</u>
<b>Benefits</b>							
Social Security	4110	2,999.28	3,182.00	20,719.96	38,191.00	17,471.04	45.74%
Medicare	4111	701.42	745.00	4,909.62	8,932.00	4,022.38	45.03%
I.M.R.F.	4115	4,951.90	9,433.25	36,323.96	113,199.00	76,875.04	67.91%
Medical/Life Insurance	4120	10,326.75	10,484.25	53,137.17	125,811.00	72,673.83	57.76%
Supplemental Pensions	4135	92.30	200.00	923.00	2,400.00	1,477.00	61.54%
<b>Total Benefits</b>		<u>19,071.65</u>	<u>24,044.50</u>	<u>116,013.71</u>	<u>288,533.00</u>	<u>172,519.29</u>	<u>59.79%</u>
<b>Materials and Supplies</b>							
Liability Insurance	4219	95.22	1,920.00	9,113.36	23,029.00	13,915.64	60.42%
Maintenance - Building	4223	38,153.86	22,281.00	164,320.38	267,366.00	103,045.62	38.54%
Maintenance - Equipment	4225	3,230.14	7,166.00	26,029.41	85,985.00	59,955.59	69.72%
Maintenance - Vehicles	4229	4,450.67	4,000.00	9,735.62	48,000.00	38,264.38	79.71%
Postage/Mailings	4233	0.00	100.00	120.00	1,200.00	1,080.00	90.00%
Rent - Equipment	4243	0.00	1,833.00	4,125.00	22,000.00	17,875.00	81.25%
Supplies - Office	4253	0.00	325.00	6.56	3,901.00	3,894.44	99.83%
Supplies - Other	4257	2,490.23	6,167.00	25,183.02	74,009.00	48,825.98	65.97%
Small Tools & Equipment	4259	309.96	317.00	2,650.63	3,800.00	1,149.37	30.24%
Training and Education	4263	550.00	430.00	550.00	5,150.00	4,600.00	89.32%
Telephone	4267	109.85	0.00	529.37	0.00	(529.37)	0.00%
Uniforms	4269	183.00	538.00	2,602.77	6,446.00	3,843.23	59.62%
Utilities (Elec,Gas,Wtr,Sewer)	4271	48.36	425.00	734.08	5,100.00	4,365.92	85.60%
Vehicle (Gas and Oil)	4273	3,654.33	5,025.00	16,852.25	60,300.00	43,447.75	72.05%
<b>Total Materials and Supplies</b>		<u>53,275.62</u>	<u>50,527.00</u>	<u>262,552.45</u>	<u>606,286.00</u>	<u>343,733.55</u>	<u>56.69%</u>
<b>Contractual</b>							
Consulting/Professional	4325	0.00	1,000.00	3,707.00	12,000.00	8,293.00	69.10%
Const/Prof Reimbursable	4328	375.00	0.00	375.00	0.00	(375.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Forestry	4350	1,495.00	5,035.00	19,836.00	60,411.00	40,575.00	67.16%
Street Light Oper & Maint.	4359	3,764.36	6,082.00	21,750.06	73,000.00	51,249.94	70.20%
Mosquito Abatement	4365	0.00	3,475.00	40,887.00	41,700.00	813.00	1.94%
Street Sweeping	4373	0.00	3,072.00	6,565.00	36,875.00	30,310.00	82.19%
Drainage Projects	4374	2,232.25	6,775.00	69,576.42	81,300.00	11,723.58	14.42%
Tree Trim/Removal	4375	10,851.63	12,341.00	19,540.51	148,100.00	128,559.49	86.80%
Total Contractual		18,718.24	37,780.00	182,236.99	453,386.00	271,149.01	59.81%
Capital Outlay							
Rear Yard Drain Proj-Reimb	4378	0.00	0.00	670.00	0.00	(670.00)	0.00%
Residential Concrete Program	4381	19,899.88	0.00	20,796.62	0.00	(20,796.62)	0.00%
Capital Improvements	4810	0.00	0.00	4,400.00	0.00	(4,400.00)	0.00%
Equipment	4815	0.00	33,329.00	158,028.86	399,934.00	241,905.14	60.48%
Total Capital Outlay		19,899.88	33,329.00	183,895.48	399,934.00	216,038.52	54.02%
Total Expenditures		162,665.08	202,642.25	1,101,695.47	2,431,684.00	1,329,988.53	54.69%
Total		(162,665.08)	(202,642.25)	(1,101,695.47)	(2,431,684.00)	(1,329,988.53)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>							
<b>Salaries</b>							
Salaries	4010	33,983.08	35,600.00	168,171.36	427,211.00	259,039.64	60.63%
Salaries - Officers	4020	252,190.20	294,264.00	1,340,023.27	3,531,168.00	2,191,144.73	62.05%
Overtime	4030	59,329.87	40,209.00	229,367.79	482,500.00	253,132.21	52.46%
<b>Total Salaries</b>		<u>345,503.15</u>	<u>370,073.00</u>	<u>1,737,562.42</u>	<u>4,440,879.00</u>	<u>2,703,316.58</u>	<u>60.87%</u>
<b>Benefits</b>							
Social Security	4110	2,163.42	2,207.25	11,051.10	26,487.00	15,435.90	58.27%
Medicare	4111	4,532.79	5,080.00	22,756.72	60,967.00	38,210.28	62.67%
I.M.R.F.	4115	3,584.06	4,827.50	21,754.80	57,930.00	36,175.20	62.44%
Medical/Life Insurance	4120	30,355.67	33,666.00	155,235.69	403,991.00	248,755.31	61.57%
Police Pension	4130	616,455.50	121,337.00	1,403,378.22	1,456,052.00	52,673.78	3.61%
Supplemental Pensions	4135	1,492.20	4,000.00	14,889.65	48,000.00	33,110.35	68.97%
<b>Total Benefits</b>		<u>658,583.64</u>	<u>171,117.75</u>	<u>1,629,066.18</u>	<u>2,053,427.00</u>	<u>424,360.82</u>	<u>20.67%</u>
<b>Materials and Supplies</b>							
Animal Control	4201	0.00	166.00	325.00	2,000.00	1,675.00	83.75%
Auxiliary Police	4203	118.00	391.00	349.95	4,700.00	4,350.05	92.55%
Boards and Commissions	4205	2,248.14	2,400.00	8,921.79	28,800.00	19,878.21	69.02%
Dues and Subscriptions	4213	25.00	429.00	388.00	5,150.00	4,762.00	92.46%
Investigation and Equipment	4217	341.57	3,591.00	4,278.03	43,100.00	38,821.97	90.07%
Liability Insurance	4219	1,382.00	5,691.00	10,196.99	68,300.00	58,103.01	85.07%
Maintenance - Equipment	4225	1,731.32	1,691.00	7,935.30	20,285.00	12,349.70	60.88%
Maintenance - Vehicles	4229	3,378.98	3,350.00	16,295.03	40,200.00	23,904.97	59.46%
Postage/Mailings	4233	0.00	358.00	854.30	4,300.00	3,445.70	80.13%
Printing and Forms	4235	265.00	125.00	740.00	1,500.00	760.00	50.66%
Public Relations	4239	1.60	291.00	1,425.29	3,500.00	2,074.71	59.27%
Rent - Equipment	4243	600.00	500.00	600.00	6,000.00	5,400.00	90.00%
Supplies - Office	4253	231.10	542.00	1,938.44	6,500.00	4,561.56	70.17%
Training and Education	4263	350.00	2,848.00	6,192.00	34,175.00	27,983.00	81.88%
Travel/Meetings	4265	0.00	1,200.00	3,314.31	14,400.00	11,085.69	76.98%
Telephone	4267	1,616.41	1,243.75	5,952.86	14,925.00	8,972.14	60.11%
Uniforms	4269	1,017.54	4,717.00	13,851.63	56,600.00	42,748.37	75.52%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	625.00	858.42	7,500.00	6,641.58	88.55%
Vehicle (Gas and Oil)	4273	4,950.17	7,500.00	24,913.17	90,000.00	65,086.83	72.31%
Total Materials and Supplies		18,256.83	37,658.75	109,330.51	451,935.00	342,604.49	75.81%
Contractual							
Consulting/Professional	4325	0.00	35,443.00	190,574.00	425,308.00	234,734.00	55.19%
Dumeg/Fiat/Child Center	4337	0.00	583.00	7,000.00	7,000.00	0.00	0.00%
Total Contractual		0.00	36,026.00	197,574.00	432,308.00	234,734.00	54.30%
Capital Outlay							
Equipment	4815	0.00	1,267.00	14,152.49	15,200.00	1,047.51	6.89%
Total Capital Outlay		0.00	1,267.00	14,152.49	15,200.00	1,047.51	6.89%
Total Expenditures		1,022,343.62	616,142.50	3,687,685.60	7,393,749.00	3,706,063.40	50.12%
Total		(1,022,343.62)	(616,142.50)	(3,687,685.60)	(7,393,749.00)	(3,706,063.40)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
Salaries	4010	26,379.07	37,783.00	152,734.56	453,401.00	300,666.44	66.31%
Overtime	4030	4,153.62	6,125.00	29,556.57	73,500.00	43,943.43	59.78%
Total Salaries		30,532.69	43,908.00	182,291.13	526,901.00	344,609.87	65.40%
Benefits							
Social Security	4110	1,765.38	2,859.25	10,495.66	34,311.00	23,815.34	69.41%
Medicare	4111	412.86	668.00	2,491.57	8,024.00	5,532.43	68.94%
I.M.R.F.	4115	5,015.86	6,189.00	33,714.04	74,267.00	40,552.96	54.60%
Medical/Life Insurance	4120	7,633.97	7,789.25	37,872.04	93,471.00	55,598.96	59.48%
Supplemental Pensions	4135	92.30	200.00	923.00	2,400.00	1,477.00	61.54%
Total Benefits		14,920.37	17,705.50	85,496.31	212,473.00	126,976.69	59.76%
Materials and Supplies							
Dues and Subscriptions	4213	0.00	0.00	83.00	0.00	(83.00)	0.00%
Liability Insurance	4219	95.22	17,011.00	1,247.12	204,140.00	202,892.88	99.38%
Maintenance - Building	4223	1,751.14	3,878.00	6,337.78	46,540.00	40,202.22	86.38%
Maintenance - Equipment	4225	1,064.93	2,471.00	9,301.50	29,650.00	20,348.50	68.62%
Maintenance - Water System	4231	12,604.88	14,516.00	50,352.98	174,200.00	123,847.02	71.09%
Postage/Mailings	4233	0.00	167.00	60.00	2,000.00	1,940.00	97.00%
Quality Control	4241	0.00	905.00	2,701.63	10,850.00	8,148.37	75.10%
Service Charge	4251	20,833.34	20,834.00	104,166.70	250,000.00	145,833.30	58.33%
Supplies - Office	4253	0.00	0.00	6.57	0.00	(6.57)	0.00%
Supplies - Operation	4255	0.00	334.00	380.00	4,000.00	3,620.00	90.50%
Training and Education	4263	160.00	241.00	180.00	2,900.00	2,720.00	93.79%
Telephone	4267	592.57	870.50	2,473.21	10,450.00	7,976.79	76.33%
Uniforms	4269	0.00	280.00	501.29	3,350.00	2,848.71	85.03%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,585.90	4,292.00	11,738.38	51,500.00	39,761.62	77.20%
Vehicle (Gas and Oil)	4273	1,103.65	1,331.25	5,442.09	15,975.00	10,532.91	65.93%
Total Materials and Supplies		41,791.63	67,130.75	194,972.25	805,555.00	610,582.75	75.80%
Contractual							
Audit	4320	800.00	959.00	800.00	11,513.00	10,713.00	93.05%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325	0.00	1,246.00	0.00	14,950.00	14,950.00	100.00%
Leak Detection	4326	1,585.75	1,675.00	1,585.75	20,100.00	18,514.25	92.11%
Data Processing	4336	0.00	12,709.00	53,479.05	152,500.00	99,020.95	64.93%
DuPage Water Commission	4340	471,852.08	409,665.00	2,258,833.92	4,915,970.00	2,657,136.08	54.05%
Total Contractual		<u>474,237.83</u>	<u>426,254.00</u>	<u>2,314,698.72</u>	<u>5,115,033.00</u>	<u>2,800,334.28</u>	<u>54.75%</u>
Other Charges							
Transfer to Other Funds	4605	0.00	52,500.00	630,000.00	630,000.00	0.00	0.00%
Total Other Charges		<u>0.00</u>	<u>52,500.00</u>	<u>630,000.00</u>	<u>630,000.00</u>	<u>0.00</u>	<u>0.00%</u>
Capital Outlay							
Equipment	4815	0.00	3,949.00	8,022.05	47,375.00	39,352.95	83.06%
Water Meter Purchases	4880	2,064.00	2,250.00	3,167.54	27,000.00	23,832.46	88.26%
Total Capital Outlay		<u>2,064.00</u>	<u>6,199.00</u>	<u>11,189.59</u>	<u>74,375.00</u>	<u>63,185.41</u>	<u>84.96%</u>
Debt Service							
Debt Retire-Water Refunding	4950	0.00	25,002.00	428.00	300,025.00	299,597.00	99.85%
Total Debt Service		<u>0.00</u>	<u>25,002.00</u>	<u>428.00</u>	<u>300,025.00</u>	<u>299,597.00</u>	<u>99.86%</u>
Total Expenditures		<u>563,546.52</u>	<u>638,699.25</u>	<u>3,419,076.00</u>	<u>7,664,362.00</u>	<u>4,245,286.00</u>	<u>55.39%</u>
Total		<u>(563,546.52)</u>	<u>(638,699.25)</u>	<u>(3,419,076.00)</u>	<u>(7,664,362.00)</u>	<u>(4,245,286.00)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
Salaries	4010	20,416.67	20,417.00	102,083.35	245,000.00	142,916.65	58.33%
Total Salaries		20,416.67	20,417.00	102,083.35	245,000.00	142,916.65	58.33%
Benefits							
Social Security	4110	1,265.83	1,265.00	6,329.15	15,190.00	8,860.85	58.33%
Medicare	4111	296.08	296.00	1,480.40	3,553.00	2,072.60	58.33%
I.M.R.F.	4115	2,768.50	2,768.50	13,842.50	33,222.00	19,379.50	58.33%
Total Benefits		4,330.41	4,329.50	21,652.05	51,965.00	30,312.95	58.33%
Materials and Supplies							
Road Material	4245	2,839.78	3,030.00	7,559.98	36,350.00	28,790.02	79.20%
Salt	4249	0.00	17,000.00	0.00	204,000.00	204,000.00	100.00%
Supplies - Other	4257	505.90	1,542.00	10,263.20	18,500.00	8,236.80	44.52%
Pavement Striping	4261	0.00	1,209.00	13,143.31	14,500.00	1,356.69	9.35%
Total Materials and Supplies		3,345.68	22,781.00	30,966.49	273,350.00	242,383.51	88.67%
Contractual							
Consulting/Professional	4325	0.00	417.00	0.00	5,000.00	5,000.00	100.00%
Total Contractual		0.00	417.00	0.00	5,000.00	5,000.00	100.00%
Total Expenditures		28,092.76	47,944.50	154,701.89	575,315.00	420,613.11	73.11%
Total		(28,092.76)	(47,944.50)	(154,701.89)	(575,315.00)	(420,613.11)	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Impact Fee Agency Fund**  
**Impact Fee Expenditures**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Impact Fees Disbursed	4215	5,138.00	0.00	35,966.00	0.00	(35,966.00)	0.00%
Total Materials and Supplies		5,138.00	0.00	35,966.00	0.00	(35,966.00)	0.00%
Total Expenditures		5,138.00	0.00	35,966.00	0.00	(35,966.00)	0.00%
Total		(5,138.00)	0.00	(35,966.00)	0.00	35,966.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
	Maintenance - Equipment	0.00	2,083.00	0.00	25,000.00	25,000.00	100.00%
	Total Materials and Supplies	0.00	2,083.00	0.00	25,000.00	25,000.00	100.00%
Contractual							
	Consulting/Professional	0.00	792.00	1,490.52	9,500.00	8,009.48	84.31%
	Total Contractual	0.00	792.00	1,490.52	9,500.00	8,009.48	84.31%
	Total Expenditures	0.00	2,875.00	1,490.52	34,500.00	33,009.48	95.68%
	Total	0.00	(2,875.00)	(1,490.52)	(34,500.00)	(33,009.48)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**State Drug Forfeiture Fund**  
**Drug Forfeiture Expenditures**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Vehicle (Gas and Oil)	4273	0.00	0.00	18,108.77	0.00	(18,108.77)	0.00%
Total Materials and Supplies		0.00	0.00	18,108.77	0.00	(18,108.77)	0.00%
Total Expenditures		0.00	0.00	18,108.77	0.00	(18,108.77)	0.00%
Total		0.00	0.00	(18,108.77)	0.00	18,108.77	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Capital Improv-Infrastructure	4390	0.00	27,084.00	10,185.21	325,000.00	314,814.79	96.86%
Equipment	4815	0.00	6,584.00	73,553.22	79,000.00	5,446.78	6.89%
Total Capital Outlay		0.00	33,668.00	83,738.43	404,000.00	320,261.57	79.27%
Total Expenditures		0.00	33,668.00	83,738.43	404,000.00	320,261.57	79.27%
Total		0.00	(33,668.00)	(83,738.43)	(404,000.00)	(320,261.57)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Federal Equitable Sharing Fund**  
**Drug Forfeiture Expenditures**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213	3,090.69	0.00	5,791.76	0.00	(5,791.76)	0.00%
Total Materials and Supplies		3,090.69	0.00	5,791.76	0.00	(5,791.76)	0.00%
Total Expenditures		3,090.69	0.00	5,791.76	0.00	(5,791.76)	0.00%
Total		(3,090.69)	0.00	(5,791.76)	0.00	5,791.76	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Public Works, Streets**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Curb & Gutter Replacement Prog	4383	0.00	0.00	189.00	0.00	(189.00)	0.00%
Total Capital Outlay		0.00	0.00	189.00	0.00	(189.00)	0.00%
Total Expenditures		0.00	0.00	189.00	0.00	(189.00)	0.00%
Total		0.00	0.00	(189.00)	0.00	189.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 9/1/2017 Through 9/30/2017**

		Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Maintenance - Vehicles	4229	0.00	0.00	297.28	0.00	(297.28)	0.00%
Miscellaneous Expenditures	4232	2,400.03	0.00	4,900.03	0.00	(4,900.03)	0.00%
Total Materials and Supplies		<u>2,400.03</u>	<u>0.00</u>	<u>5,197.31</u>	<u>0.00</u>	<u>(5,197.31)</u>	<u>0.00%</u>
Contractual							
Consulting/Professional	4325	0.00	3,959.00	1,491.40	47,500.00	46,008.60	96.86%
Total Contractual		<u>0.00</u>	<u>3,959.00</u>	<u>1,491.40</u>	<u>47,500.00</u>	<u>46,008.60</u>	<u>96.86%</u>
Capital Outlay							
Ditch Projects	4376	166,996.75	110,132.00	963,441.69	1,321,600.00	358,158.31	27.10%
Sidewalk Replacement Program	4380	78,057.63	7,677.00	92,434.13	92,125.00	(309.13)	(0.33)%
Residential Concrete Program	4381	1,296.75	0.00	24,105.81	0.00	(24,105.81)	0.00%
Crack Seal Program	4382	0.00	12,580.00	150,960.00	150,960.00	0.00	0.00%
Curb & Gutter Replacement Prog	4383	4,394.43	34,637.00	5,294.93	415,645.00	410,350.07	98.72%
Capital Improv-Infrastructure	4390	1,111.49	58,227.00	122,949.09	698,700.00	575,750.91	82.40%
Street Reconstruction/Rehab	4855	166,664.70	119,919.50	1,365,620.65	1,439,034.00	73,413.35	5.10%
Total Capital Outlay		<u>418,521.75</u>	<u>343,172.50</u>	<u>2,724,806.30</u>	<u>4,118,064.00</u>	<u>1,393,257.70</u>	<u>33.83%</u>
Debt Service							
Debt Retire - Property	4945	0.00	16,384.00	47,820.00	196,615.00	148,795.00	75.67%
Total Debt Service		<u>0.00</u>	<u>16,384.00</u>	<u>47,820.00</u>	<u>196,615.00</u>	<u>148,795.00</u>	<u>75.68%</u>
Total Expenditures		<u>420,921.78</u>	<u>363,515.50</u>	<u>2,779,315.01</u>	<u>4,362,179.00</u>	<u>1,582,863.99</u>	<u>36.29%</u>
Total		<u>(420,921.78)</u>	<u>(363,515.50)</u>	<u>(2,779,315.01)</u>	<u>(4,362,179.00)</u>	<u>(1,582,863.99)</u>	<u>0.00%</u>

**CITY OF DARIEN -- CASH RESERVES**  
**September 30, 2017**

FUND	FUND NAME	TOTAL
01	General Fund	\$ 1,322,706.44
02	Water Fund	\$ 981,686.11
03	MFT Fund	\$ 419,959.97
05	Impact Fees Fund	\$ 10,878.51
7	Stormwater Management Fund	\$ 78,292.96
10	Special Service Area Tax Fund	\$ 17,291.64
11	State Drug Forfeiture Fund	\$ 16,840.50
12	Water Depreciation Fund	\$ (70,952.43)
17	Federal Equitable Sharing Acct	\$ 308,295.63
18	Seized Asset Funds	\$ 39,183.35
25	Capital Improvement Fund	\$ 6,134,648.84
	<b>TOTAL</b>	<b>\$ 9,258,831.52</b>

*Prior Month Cash Balance*

**\$ 7,941,005.28**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 0.75%	\$ 56,023.85
Republic Bank Equitable Federal Sharing Acct - 0.75%	\$ 308,295.63
Republic Bank Now Account - 0.75%	\$ 8,629,624.25
Republic Bank Operating Account	\$ 121,913.85
Republic Bank Payroll Account - Zero Balance Acct	\$ (96,231.02)
Illinois Funds Money Market Account - 1.050%	\$ 222,633.61
IMET Investment Fund - 1.17%	\$ 16,571.35
	<b>TOTAL</b>
	<b>\$ 9,258,831.52</b>

**Market Value**

Pledged Collateral Statement as of 08/31/2017

**\$ 10,264,135**





**AGENDA MEMO**  
**City Council**  
**Meeting Date: November 6, 2017**

**Issue Statement**

Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for William F. Murphy PTO

**BACKUP**

**Background/History**

William F. Murphy PTO has applied for a Class A Raffle License for a raffle to be held at Culvers Restaurant on Wednesday, November 8, 2017 They have also requested waiver of the bond requirement.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for William F. Murphy PTO raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the November 6, 2017 City Council Agenda for formal consideration.



**From:** [sheri sukalo](#)  
**To:** [Maria Gonzalez](#)  
**Subject:** Re: Raffle Permit  
**Date:** Friday, October 20, 2017 2:08:55 PM  
**Attachments:** [image001.png](#)

---

Maria,  
I would like to request the Raffle License Bond fee be waived. We are a 501c3 non profit charity.  
Thank you,  
Sheri Falzone

[Sent from Yahoo Mail for iPhone](#)

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License  
 Class B License

NAME OF ORGANIZATION: William F. Murphy PTO

ADDRESS: 7700 Larchwood Lane

TELEPHONE NUMBER: 708-917-6953 FAX NUMBER: —

TYPE OF ORGANIZATION: Charitable - non profit PTO  
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
Culver's Restaurant in Darien.

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
5pm - 8pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
11/8/17

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Culver's Restaurant in Darien.

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

Sheri Falzone  
Presiding Officer

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

\*\*\*\*\*

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**Meeting Date: November 6, 2017**

**Issue Statement**

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

**BACKUP**

**Background/History**

The Darien Woman's Club has applied for a Class B Raffle License. The dates of the Raffles are March 1, 2018 through March 31, 2018. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

**Staff/Committee Recommendation**

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

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the November 6, 2017 City Council Agenda for formal consideration.

MEMO



October 25, 2017

Ms. Maria Gonzalez  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

RE: Application for Raffle License

Dear Ms. Gonzalez,

On behalf of the Darien Woman's Club, I am applying for a Class B Raffle License. I have attached the completed application for your review.

As the Darien Woman's Club is a not-for-profit charitable organization, I am requesting the bond fee associated with the license be waived.

Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads "Erica Giuffrè". The signature is written in a cursive, flowing style.

Erica Giuffrè  
VP, Ways & Means  
Cell: 847-420-0624  
miralde@hotmail.com

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: DARIEN WOMAN'S CLUB

ADDRESS: P.O. Box 2098, DARIEN, IL 60561

TELEPHONE NUMBER: 847.420.0624 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:  
DARIEN AND ALL SURROUNDING AREAS

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
8:00 AM - 9:00 PM

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
MARCH 1, 2018 - MARCH 31, 2018

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

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

Erica Giuffre  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

\*\*\*\*\*

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**November 6, 2017**

**Issue Statement**

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2018 Street Maintenance Program, in an amount not to exceed \$ 8,900.00.

**RESOLUTION**

**Background/History**

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 35 pavement corings for the tentatively proposed 2018 Street Maintenance Program. The following roads have been slated for the 2018 Street Maintenance Program:

STREET	RATING	SUB DIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Brookhaven	67	Brookhaven #1	Warwick – Janet	1320	*	2005
Bentley	65	North of 67th	67th - North Limit	650	*	2003
Richmond Ave	68	Hinsbrook	67 <sup>th</sup> - Seminole	5100	*	2006
Seminole Drive	67	Hinsbrook	Plainfield – Hinsbrook	3200	*	2005
Crest Road	64	Marion Hills South	Plainfield – Janet	920	2	2004
Tennessee	65	Clarefield	67 <sup>th</sup> – Chestnut	1093	2	2000
Bentley	65	Clarefield	68 <sup>th</sup> – Chestnut	1093	2	2000
Bentley	64	North of 67th	67 <sup>th</sup> – North Limit	650	1	2003
Willow Lane	67	Hinsbrook	Seminole – Belair	900	2	2003
Farmingdale Dr	65	Farmingdale Ter N	75 <sup>th</sup> – 79 <sup>th</sup>	3100	5	2006
Chippewa Lane	70	Farmingdale Ter N	Farmingdale – Sawyer	400	1	2007
High Point Cir	65	Farmingdale Ter S	South Frontage – Limit	1050	2	2003
Brookhaven Ave	65	Brookhaven #1	N Warwick – S Warwick	1320	3	2005
71 <sup>st</sup> Ave	65	Farmingdale 5,6,7,8,9	Washington - Fairview	3840	7	2005
Hudson St	66	Darien Club	71 <sup>st</sup> – Limit	580	1	2000
Abbey	65	Farm Ridge	Cambridge – Dead End	640	1	2001
Grandview Ln	67	Farmingdale Ridge	83 <sup>rd</sup> – Drover	1870	4	2003
Spring Green Dr	67	Farmingdale Ridge	Parkview – Beller	1165	2	2003
				<b>28891.0 ft. 5.5 miles</b>	35	

The proposed Engineering Agreement includes the following scope of services:

**Task 1-Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials.

**Task 2-Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

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

Task 1 Geotechnical Investigation	\$ 7,900
Task 2 Evaluation of Geotechnical Report	\$ 1,000
TOTAL	\$ 8,900

Funding for the Engineering Services would be expended from the following line item of the FY 17/18 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE187004	ROAD CORE SPECS/TESTING SERVICES	\$13,200.00	\$ 8,900.00	\$ 4,300

**Staff Recommendation**

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$ 8,900.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.



MEMO


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

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

September 25, 2017

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services  
 2018 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2018 Road Program will consist of the following streets:

PROPOSED 2018 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
Brookhaven	Warwick - Janet	1320	*
Bentley	67th - N Limit	650	*
Richmond Ave	67th - Seminole	5100	*
Seminole Drive	Plainfield - Hinsbrook	3200	*
Crest Road	Plainfield - Janet	920	2
Tennessee	67th - Chestnut	1093	2
Bentley	68th - Chestnut	1093	2
Bentley	67th - North limit	650	1
Willow Lane	Seminole - Belair	900	2
Farmindale Dr	75th - 79th	3100	5
Chippewa Lane	Farmingdale -Sawyer	400	1
High Point Cir	South Frontage - Limit	1050	2

Brookhaven Ave	N Warwick - S Warwick	1320	3
71st Ave	Washington - Fairview	3840	7
Hudson Street	71st - Limit	580	1
Abbey	Cambridge - Dead end	640	1
Grandview Lane	83rd - Drover	1870	4
Spring Green Dr	Parkview - Beller	1165	2
<b>BASE BID</b>		<b>28,891.0</b>	<b>35</b>

\*Please note that cores have been providing taken on Brookhaven, Bentley, Richmond Ave, and Seminole Drive in previous years.

### SCOPE AND FEE

#### Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

#### Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

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

Task 1	Geotechnical Investigation	\$ 7,900
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	<b>TOTAL</b>	<b>\$ 8,900</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

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

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

Sincerely



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

Encl. Schedule of Charges  
General Terms and Conditions

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

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

TITLE: \_\_\_\_\_

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



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2018 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$8,900.00**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2018 Street Maintenance Program in an amount not to exceed a total cost of \$8,900.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

RES


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

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

September 25, 2017

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services  
 2018 Road Program - Cores

Dear Dan:

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**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2018 Road Program will consist of the following streets:

PROPOSED 2018 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
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Bentley	67th - N Limit	650	*
Richmond Ave	67th - Seminole	5100	*
Seminole Drive	Plainfield - Hinsbrook	3200	*
Crest Road	Plainfield - Janet	920	2
Tennessee	67th - Chestnut	1093	2
Bentley	68th - Chestnut	1093	2
Bentley	67th - North limit	650	1
Willow Lane	Seminole - Belair	900	2
Farmindale Dr	75th - 79th	3100	5
Chippewa Lane	Farmingdale -Sawyer	400	1
High Point Cir	South Frontage - Limit	1050	2

Brookhaven Ave	N Warwick - S Warwick	1320	3
71st Ave	Washington - Fairview	3840	7
Hudson Street	71st - Limit	580	1
Abbey	Cambridge - Dead end	640	1
Grandview Lane	83rd - Drover	1870	4
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<b>BASE BID</b>		<b>28,891.0</b>	<b>35</b>

\*Please note that cores have been providing taken on Brookhaven, Bentley, Richmond Ave, and Seminole Drive in previous years.

### SCOPE AND FEE

#### Task 1 – Geotechnical Investigation

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CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

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

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	<b>TOTAL</b>	<b>\$ 8,900</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

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

Sincerely



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

Encl. Schedule of Charges  
General Terms and Conditions

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

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

TITLE: \_\_\_\_\_

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2017**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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



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

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

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

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

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

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

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**November 6, 2017**

**Issue Statement**

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program, in an amount not to exceed \$32,748.00.

**RESOLUTION**

**Background/History**

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program. The following roads have been slated for the 2018 Street Maintenance Program:

**PROPOSED 2018 ROAD PROGRAM**

<b>STREET</b>	<b>RATING</b>	<b>SUBDIVISION</b>	<b>LIMITS</b>	<b>ROAD LENGTH (linear ft)</b>	<b>PREVIOUS RESURFACING</b>
*Brookhaven	67	Brookhaven #1	Warwick – Janet	1320	2005
*Bentley	65	North of 67 <sup>th</sup>	67 <sup>th</sup> – N Limit	650	2003
*Richmond Ave	68	Hinsbrook	67 <sup>th</sup> – Seminole	5100	2006
*Seminole Dr	67	Hinsbrook	Plainfield – Hinsbrook	3200	2005
Crest Rd	64	Marion Hills S	Plainfield – Janet	920	2004
Tennessee	65	Clarefield	67 <sup>th</sup> – Chestnut	1093	2000
Bentley	65	Clarefield	68 <sup>th</sup> – Chestnut	1093	2000
Bentley	64	North of 67 <sup>th</sup>	67 <sup>th</sup> – North Limit	650	2003
Willow Ln	67	Hinsbrook	Seminole – Belair	900	2003
Farmingdale Dr	65	Farmingdale Ter N	75 <sup>th</sup> – 79 <sup>th</sup>	3100	2006
Chippewa Ln	70	Farmingdale Ter N	Farmingdale – Sawyer	400	2007
High Point Cir	65	Farmingdale Ter S	S. Frontage – Limit	1050	2003
Brookhaven Ave	65	Brookhaven #1	N Warwick – S Warwick	1320	2005
71 <sup>st</sup> Ave	65	Farmingdale 5,6,7,8,9	Washington – Fairview	3840	2005
Hudson St	66	Darien Club	71 <sup>st</sup> – Limit	580	2000
Abbey	65	Farm Ridge	Cambridge – Dead End	640	2001
Grandview Ln	67	Farmingdale Ridge	83 <sup>rd</sup> – Drover	1870	2003
Spring Green Dr	67	Farmingdale Ridge	Parkview – Beller	1165	2003
*Cored / 2017 alternates					
<b>LINEAR FEET</b>				<b>28,891.0</b>	
<b>MILES</b>				<b>5.471</b>	

Pavement resurfacing will include the grinding 2¼ inches of the existing roadway pavement, patching poor areas, the installation of 1½ inches of roadway surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing roadway pavement, patching poor areas, the installation of 1 ½ inches of roadway surface course, 2½ inches of roadway course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 28,891 feet - the equivalent of (5.5 miles).

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

Engineer V	\$191/hr. x 24 hrs.	= \$ 4,584
Engineer 1/11	\$109/hr. x 36 hrs.	= \$ 3,924
<b>Total</b>		<b>= \$ 8,508</b>

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

Engineer V	\$191/hr. x 24 hrs.	= \$ 4,584
Engineer I/II	\$109/hr. x 120 hrs.	= \$13,080
<b>Total</b>		<b>= \$17,664</b>

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

Engineer V	\$191/hr. x 2 meetings x 3 hrs.	= \$1,146
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**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V	\$191/hr. x 4 hrs.	= \$ 764
Engineer 1/11	\$109/hr. x 8 hrs.	= \$ 872
<b>Total</b>		<b>= \$1,636</b>

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

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

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

Cost for Task 1-	\$ 7,200.00
Cost for Task 2-	\$15,484.00
Cost for Task 3-	\$ 1,146.00
Cost for Task 4-	\$ 1,418.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 1,500.00</u>
<b>Total Cost</b>	<b>\$32,748.00</b>

Funding for the Engineering Services would be expended from the following line item of the FY17/18 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE187003	ENGINEERING BID SPECIFICATIONS	\$33,000.00	\$ 32,748.00	\$ 252.00

**Staff Recommendation**

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$32,748.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

MEMO

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

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

September 25, 2017

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2018 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2018 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Brookhaven	Warwick - Janet	1320
Bentley	67th - N Limit	650
Richmond Ave	67th - Seminole	5100
Seminole Drive	Plainfield - Hinsbrook	3200
Crest Road	Plainfield - Janet	920
Tennessee	67th - Chestnut	1093
Bentley	68th - Chestnut	1093
Bentley	67th - North limit	650
Willow Lane	Seminole - Belair	900
Farmindale Dr	75th - 79th	3100
Chippewa Lane	Farmingdale -Sawyer	400
High Point Cir	South Frontage - Limit	1050
Brookhaven Ave	N Warwick - S Warwick	1320

71st Ave	Washington - Fairview	3840
Hudson Street	71st - Limit	580
Abbey	Cambridge - Dead end	640
Grandview Lane	83rd - Drover	1870
Spring Green Dr	Parkview - Beller	1165
<b>BASE BID</b>		<b>28,891.0</b>

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, 2 ½ inches of hottomix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 28,891 feet (5.5 miles).

### SCOPE AND FEE

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
Engineer I/II \$109/hr x 36 hrs	= \$ <u>3,924</u>
Total	\$ 8,508

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
Engineer I/II \$109/hr x 120 hrs	= \$ <u>13,080</u>
Total	\$17,664

**TASK 3 – COORDINATION MEETINGS:** CBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$191/hr x 2 meetings x 3 hrs = \$1,146

**TASK 4 – BIDDING ASSISTANCE:** CBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$191/hr x 4 hrs = \$ 764  
Engineer I/II \$ 109/hr x 8 hrs = \$ 872  
Total \$1,636

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

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

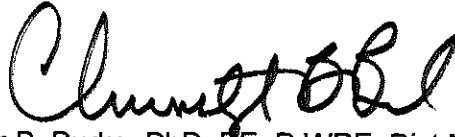
Task 1	Field Reconnaissance	\$ 7,200
Task 2	Preparation of Bid Booklet	\$15,484
Task 3	Coordination Meetings	\$ 1,146
Task 4	Bidding Assistance	\$ 1,418
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 1,500</u>
	NOT TO EXCEED	\$32,748

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



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

Sincerely,



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

Encl. Schedule of Charges  
General Terms and Conditions

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

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

TITLE: \_\_\_\_\_

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



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2018 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,748**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program in an amount not to exceed \$32,748.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

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

September 25, 2017

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2018 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2018 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Brookhaven	Warwick - Janet	1320
Bentley	67th - N Limit	650
Richmond Ave	67th - Seminole	5100
Seminole Drive	Plainfield - Hinsbrook	3200
Crest Road	Plainfield - Janet	920
Tennessee	67th - Chestnut	1093
Bentley	68th - Chestnut	1093
Bentley	67th - North limit	650
Willow Lane	Seminole - Belair	900
Farmindale Dr	75th - 79th	3100
Chippewa Lane	Farmingdale -Sawyer	400
High Point Cir	South Frontage - Limit	1050
Brookhaven Ave	N Warwick - S Warwick	1320

71st Ave	Washington - Fairview	3840
Hudson Street	71st - Limit	580
Abbey	Cambridge - Dead end	640
Grandview Lane	83rd - Drover	1870
Spring Green Dr	Parkview - Beller	1165
<b>BASE BID</b>		<b>28,891.0</b>

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, 2 ½ inches of hottomix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 28,891 feet (5.5 miles).

### SCOPE AND FEE

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
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	Total \$ 8,508

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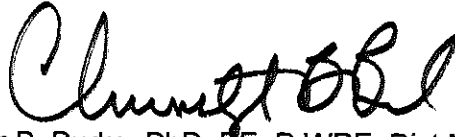
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	Direct Costs	<u>\$ 1,500</u>
	NOT TO EXCEED	\$32,748

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

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

Sincerely,



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

Encl. Schedule of Charges  
General Terms and Conditions

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

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

TITLE: \_\_\_\_\_

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2017**

<u>Personnel</u>	Charges*
	(\$/Hr)
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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



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

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

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

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

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

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

**AGENDA MEMO**  
**City Council**  
**November 6, 2017**

**Issue Statement**

A resolution accepting a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500.

**RESOLUTION**

**Background/History**

The FY 17/18 Budget includes \$15,000.00 for this year's Water Leak Survey Program. The leak survey program as proposed by Associated Technical Services (ATS) includes two phases consisting of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the second phase includes the pinpointing of leaks found in the system. The proposed quote from ATS is structured in a fashion that the vendor is additionally motivated to find as many leaks as possible since the proposal is further driven on unit costs for pinpointing leaks. Based on leak detection results from previous years, ATS has located an average of 20 various leaks per year.

Should the City have 27 various leaks, (see Attachment A, labeled as Competitive Quote Summary), the cost for the program could be approximately an additional \$6,200 dollars for a total expense of approximately \$14,437.32. Staff does anticipate finding leaks, but the amount will not be known until the leak survey is completed. Staff had reached out to ATS requesting to locate and pinpoint all leaks at a total cost not to exceed \$14,500. ATS has agreed not to exceed said amount should more than 27 various leaks be located, see attached e-mail labeled as [Attachment A](#).

In addition to the Water Leak Survey, this year's program calls out for the additional services of water valve exercising and creating a Geographical Information System (GIS) database for all the water valves and fire hydrants. The valve exercising program consists of a mechanical device that will fully close and reopen the valves. Pending the size of the valve, a corresponding number of turns are required for the gate valves to be operating properly. The program will generate a summary of the valves and will allow staff to determine which valves will be required to be rebuilt or removed and replaced.

The awarded vendor shall prepare GIS database. The program consists of providing the City locations of fire hydrants and valves during the leak locating and valve exercising program. The database will allow us to enter the coordinates through a future third party vendor for GPS mapping. The future Global Positioning System (GPS) mapping will assist City personnel to locate valves during emergency situations more rapidly and easily, particularly during evening hours and/or during snow covered situations. The GPS mapping will also save future consulting time on field reconnaissance for future water main projects.

Funding for the above programs would be expended from the following line item of the FY17/18 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	N/A	LEAK LOCATING QUALITY CONTROL	\$14,500	\$9,472.32 - \$14,500	\$5,027.68 - \$0
12-51-4390	FYE120001	VALVE EXERCISING AND GIS DATABASE	\$75,000	\$57,954	\$17,046

**Staff Recommendation**

Staff recommends approval of a resolution accepting a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500. Associated Technical Services has provided very satisfactory services to the City of Darien in the past.

**Alternate Consideration**

Not approving this proposal.

**Decision Mode**

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

MEMO

**From:** Dan Gombac  
**Sent:** Friday, October 13, 2017 8:59 AM  
**To:** Ralph L Gross; Regina Kokkinis  
**Subject:** RE: Competitive Quote Leak Locating

Thank you Ralph, we look forward to working with you again.

Regina,

Back up for agenda memo

Daniel Gombac  
Director of Municipal Services  
630-353-8106

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DARIEN DIRECT CONNECT

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

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

**From:** Ralph L Gross [mailto:ralphlgross@aol.com]  
**Sent:** Thursday, October 12, 2017 7:48 PM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: Competitive Quote Leak Locating

Hello Dan

I am agreeable to that \$14,500 cap amount.

The spread sheet tells the story. You'll be getting a great deal on a great job.

Best regards

Ralph

Ralph L. Gross  
Executive Vice President  
Associated Technical Services Ltd.  
524 W. Saint Charles Road  
Villa Park, Illinois 60181  
Established 1979

Cellular: 630.935.3435

Office: 630.834.1558

Fax: 630.834.5501

Email: [RalphLGross@aol.com](mailto:RalphLGross@aol.com); [Ralph@ATSLimited.com](mailto:Ralph@ATSLimited.com)

Website: [www.ATSLimited.com](http://www.ATSLimited.com)

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

**From:** Dan Gombac [mailto:dgombac@darienil.gov]  
**Sent:** Thursday, October 12, 2017 3:28 PM  
**To:** Ralph L. Gross <[Ralph@ATSLimited.com](mailto:Ralph@ATSLimited.com)>  
**Cc:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>

Subject: Competitive Quote Leak Locating

Ralph,

Would you be amicable to not exceed a total cost of \$14,500 as a cap in the event more leaks are found than anticipated?

Please see Att in yellow

Daniel Gombac  
Director of Municipal Services  
630-353-8106

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

**COST CENTER ANALYSIS**

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

REQUEST FOR QUOTE 2017 VALVE EXERCISING & WATER LEAK SURVEY PROGRAM  
DEADLINE: OCTOBER 10, 2017 @ 12 p.m.

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
A	Total Cost for the Leak Survey	\$ 3,405.00	\$ 9,472.32
B	Total Cost for Valve Exercising	\$ 82,125.10	\$ 57,954.50
C	Pinpointing	N/A	\$14,500.00
D	Total Cost for a GIS Database	\$ 4,757.00	Included no extra charge
	<b>TOTAL COST SUMMARY OF A, B &amp; C</b>	<b>\$ 90,287.10</b>	<b>\$ 81,926.82</b>

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
A	473,616 Lineal Feet of Various Water Main 1,435 Fire Hydrants with Valves 451 Mainline Valves in Boxes 983 Main Line Valves	\$ 3,405.00	\$ 9,472.32
		Fees are approximate will change according to actual # valves	\$0.02 per LF \$395 for every pinpointed main & service line \$95 for every fire hydrant & valve leak

VALVE ASSESSMENT & EXERCISE PROGRAM										
B	Number of Valves	Valve Size	System	Wachs Water Service		M. E. Simpson Co., Inc.		Associated Technical Services Ltd.		
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
	525	6"	Distribution	\$ 49.75	\$ 26,118.75	\$ 59.00	\$ 30,975.00	\$ 37.50	\$ 19,687.50	
	546	8"	Distribution	\$ 49.75	\$ 27,163.50	\$ 59.00	\$ 32,214.00	\$ 37.50	\$ 20,475.00	
	114	10"	Distribution	\$ 49.75	\$ 5,671.50	\$ 59.00	\$ 6,726.00	\$ 39.00	\$ 4,446.00	
	286	12"	Distribution	\$ 49.75	\$ 14,228.50	\$ 59.00	\$ 16,874.00	\$ 42.00	\$ 12,012.00	
	14	16"	Transmission	\$ 259.50	\$ 3,633.00	\$ 59.00	\$ 826.00	\$ 46.00	\$ 644.00	
	15	18"	Transmission	\$ 354.00	\$ 5,310.00	\$ 59.00	\$ 885.00	\$ 46.00	\$ 690.00	
	1500	Total Estimated Cost			<b>\$ 82,125.25</b>		<b>\$ 88,500.00</b>		<b>\$57,954.50</b>	

ATS PINPOINTING SERVICES					
Vendor	Cost	Package Price	Anticipated Leaks	Estimated Cost for Pinpoint of Leaks for Darien	Total Proposed Costs for City of Darien
Associated Technical Services-Option A-Detection Phase	\$9,472.32	\$9,472.32			\$9,472.32
Location Phase-Per leak					\$3,160.00
Pinpoint Mainline or Service Line	\$395.00		8	\$3,160.00	
Fire Hydrant/Main line valve	\$95.00		19	\$1,805.00	\$1,805.00
Valve Exercising					
Total Cost				\$4,965.00	\$4,965.00
<b>Total Cost Not To Exceed</b>					<b>\$14,437.32</b>
<b>Total Cost Not To Exceed Budget</b>					<b>\$14,500.00</b>

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
D	\$ 4,757.00	\$ 1,019.70	no extra charge

LEAK LOSS INFORMATION

Break Size: 1/16" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon-Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 3.32	16,644,000	\$ 55,258.08
4	81,400	\$ 3.32	29,711,000	\$ 98,640.52
6	136,800	\$ 3.32	49,932,000	\$ 165,774.24
8	182,400	\$ 3.32	66,576,000	\$ 221,032.32
10	228,100	\$ 3.32	83,256,000	\$ 276,411.58
12	273,700	\$ 3.32	99,900,000	\$ 331,669.66
16	364,900	\$ 3.32	133,188,500	\$ 442,185.82

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 3.32	33,251,500	\$110,394.98
4	182,500	\$ 3.32	66,612,500	\$221,153.50
6	273,600	\$ 3.32	99,864,000	\$331,548.48
8	364,800	\$ 3.32	133,152,000	\$442,064.64
10	456,200	\$ 3.32	166,513,000	\$552,823.16
12	547,400	\$ 3.32	199,801,000	\$663,339.32
16	729,900	\$ 3.32	266,413,500	\$884,492.82

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

\* A major leak was identified at Cass Ave and South Frontage Rd-accounting for the increase.  
\*\*New standards implemented for calculations-First standard goal is to be under 12% water loss



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES (ATS) FOR THE 2017 WATER LEAK SURVEY, VALVE EXERCISING PROGRAM AND CREATING A GIS VALVE AND HYDRANT DATABASE IN THE AMOUNT OF \$81,926.82. INCLUDED IS A PER UNIT COST FOR THE LEAK LOCATION PHASE IN THE AMOUNT OF \$395.00 PER MAINLINE OR SERVICE LEAK, AND \$95.00 PER FIRE HYDRANT LEAK OR MAINLINE VALVE FOR A TOTAL AMOUNT NOT TO EXCEED \$14,500.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF DARIEN & THE COUNTY OF DUPAGE-SERF SYSTEM  
2017 WATER LEAK SURVEY PROGRAM**

To Whom It May Concern:

The **City of Darien** is currently seeking quotes for the 2017 Leak Survey Program. The survey will incorporate the following items:

- 473,616 Lineal Feet of Various Water Main
- 1,435 Fire Hydrants with Valves
- 451 Mainline Valves in Boxes
- 983 Main Line Valves

The 2017 Leak Survey Program is tentatively scheduled for commencement on November 8, 2017 and will be completed by January 12, 2018. Water Main atlases shall be forwarded to the awarded vendor. The basis of award shall be based on the total sum. Upon completion of the survey program, 2 detailed reports containing a summary and findings shall be submitted to the City of Darien. The billing shall be directed as follows:

City of Darien c/o Municipal Services 1702 Plainfield Road Darien, IL 60561

TOTAL COST SUMMARY	
A. Total Cost for the Leak Survey	\$ <u>NOT TO EXCEED \$14,500</u> Pg 11 & 14
B. Total Cost for Valve Exercising	\$ <u>57,954.50</u> Pg 5 & 16
C. Total Cost for a GIS Database	\$ <u>NO CHARGE</u> Pg 4
<b>Total Cost of A, B, &amp; C</b>	\$ <u>SEE Agenda Memo</u>

DD  
10/13/17

Contact Person – Kristofer Throm, Municipal Services Superintendent 630-514-3453 or via email at [kthrom@darienil.gov](mailto:kthrom@darienil.gov)

The vendor is required to complete the following information:

COMPANY NAME: Associated Technical Services LTD

ADDRESS: 524 W. St Charles Road Villa Park IL 60181

TELEPHONE: 630 834 1558 FAX: 630 834 5501

E-MAIL ADDRESS: RALPH@ATSLIMITED.COM

AUTHORIZED SIGNATURE: \_\_\_\_\_ RALPH L. GROSS, VICE PRESIDENT

**THE CITY RESERVES THE RIGHT TO REDUCE ANY PORTION OF THE ABOVE PROJECTS**

Quotes may be sent via facsimile to City of Darien (630) 852-4709, Attn: Regina Kokkinis or email [rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov) **no later than October 10, 2017 12:00 p.m.** followed by a mailed original. Should you have any other questions regarding the project, please contact the Municipal Services Department at (630) 353-8105

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 [www.darienil.us](http://www.darienil.us)



*There are very sound reasons why choosing ATS makes excellent business sense.*

- **Experience in Innovations** – *ATS*, partnering with the inventors, helped introduce leak location Correlators, and subsequently specializing in leak detection in **1979**. This was years before any of our competitors got their first Correlator. As a result, *ATS* has performed more leak surveys and pinpointed more leaks with this technology than anyone else. *ATS* developed the Correlator operating techniques and leak survey strategies that have become the standards for the industry. *ATS* also utilized this approach when we added underground utility location services to our repertoire. As a result, state of the art equipment manufacturers like ***FCS - Fluid Conservation Systems, Metravib and Radiodetection*** have used *ATS* for beta testing of their new equipment as well as field training for some of their new personnel. **We've applied the same dedication to our Valve Assessment Programs. We do whatever it takes to the job done right.**
- **Superior Valve Assessment Equipment** – Our fleet of automated valve assessment equipment is made by ***EH Wachs***, the industry's oldest and best manufacturer. *ATS* uses **their "flagship" ERV-750** trailer mounted valve operation system. **The fact is that a properly operated ERV-750 Hydraulic Operator System turns valves more safely and thoroughly than hand operation.** Only Valves smaller than 4" will be hand operated. You get comprehensive records that prove how and when each valve was exercised and assessed. Built-In GPS allows us to establish the exact coordinates of every valve. All data is compatible with ESRI Arc GIS Software. All Field data is logged for permanent record and analysis with **VITALS (Valve Information Tracking & Logging System)** database software program that is compatible with Microsoft Office Suite software.
- **Unsurpassed Training** - Every ***ATS Technician*** is experienced and factory trained and certified in the proper operation and maintenance of our valve operation, water main flushing and hydrant flow testing equipment systems. Then we took that excellent training directly into the field.
- **GPS Valve Location at No Extra Charge** – ***Trimble Professional GPS Survey Receivers.*** Locations will be electronically provided with industry standard survey grade accuracy available. ***GIS Import / Export:*** ESRI .SHP (shape file), MapInfo .MIF, and Autodesk .DXF import/export and .CSV export. All field data is digitally logged for permanent record and analysis.
- **Conserving Municipal Manpower** - *ATS* is totally self-sufficient. Public Works Departments are already stretched to their limit, maintaining quality service to your citizens all the while doing more with less manpower. *ATS* frees up your staff so that they can concentrate on their normal duties without distraction. Your involvement is normally answering questions, freeing up inaccessible points or occasionally guiding our crew through secure areas on an as-needed basis.
- **Excellent Results** - Like anything in life, the person who practices their craft every day is going to have distinct and measurable advantages over the person that doesn't do it as often, or as well. As we enter our 35<sup>th</sup> year in business, *ATS* has 10 crews out in the field every day performing professional technical services. Subsequently our skills are going to be that much more acute. Your programs are more effectively accomplished while we perform services with more consistent accuracy than a less frequent operator is able to do.
- **Excellent Performance Reviews** – While it's true we don't have as many Valve Programs under our belt as some of the others, we have gotten excellent performance reviews from our clients telling us that we performed the most thorough and accurate Valve Assessment Programs that they had ever gotten. In Bensenville, we accurately detected and pinpointed more leaks during the leak survey that we performed on just the valves we exercised, than any of their previous leak survey firms found during their complete system-wide traditional leak surveys. Subsequently, we now have their valve assessment and leak survey programs under contract.

ESTIMATE OF COST X

Phase One – Valve Assessment & Exercise Program

**Project Area** – The entire water distribution system that serves the City of Darien. Every designated mainline valve was located, cleaned, assessed, ultrasonically surveyed for leak sounds, operated and exercised – Approximately 1,500 system valves

Quantities of Valves Designated for Assessment

Number of Valves	Valve Size	System	Unit Cost	Total Cost
525	6"	Distribution	\$ 37.50	\$ 19,687.50
546	8"	Distribution	\$ 37.50	\$ 20,475.00
114	10"	Distribution	\$ 39.00	\$ 4,446.00
286	12"	Distribution	\$ 42.00	\$ 12,012.00
14	16"	Transmission	\$ 46.00	\$ 644.00
15	18"	Transmission	\$ 46.00	\$ 690.00
1,500	<b>Total Estimated Cost:</b>		---	<b>\$ 57,954.50</b>

**Note:** Unit costs for the each assessed valve will not change if there are more or less valves designated for assessment during in any given year of the program.

**Factors that affect the duration of a Valve Program:**

- **Has the system been exercised before:** Systems that have been previously located and exercised are generally much more accessible so that the valves operate more easily with fewer valve failures. Some valves will require a lot more time and cycles during the exercising process to get them fully functional. **ATS** will often exceed the required number of cycles in order to get a stubborn valve working.
- **Vaults vs. Boxes:** Both present challenges of their own in accessibility, ease of removing water and debris, and accessing the operation nut if a valve box has shifter over time
- **Size and location of valves:** Larger valves require more turns to complete the process. Valves that are located on busy streets and intersections require more set up time and planning to safely access and operate them properly.
- **Weather** – Steady rain and lightning; frozen and snow covered valve covers can cause program delays.

**Note:** Unit costs for each valve will not change if more or fewer Valves are designated for assessment during the program. There may be an additional charges for Gear-Actuated Valves and some Butterfly Valves which will be separately quoted based upon size, type and depth. **Example:** 16" "gear operated" valves can take ±200 turns to complete one exercise cycle, compared to ±55 turns it would take to complete one cycle for a standard 16" gate valve. No additional charges would ever occur without supplemental approval of the Village in advance of any work on that valve.

**ESTIMATE OF COST – ATS COMPREHENSIVE LEAK SURVEY PROGRAM**

For purposes of developing this estimate of cost, we have used the *City's* estimate of 89.7 lineal miles of water main (473,616 lineal feet) as the total amount of water main owned by the *City*. The Water Department will designate which areas of the system will be surveyed for leaks. Final billing will be based upon the actual amount of surveyed main determined by a combination of actual field and map measurements plus the total number of pinpointed leaks.

**"ATS INCENTIVE-BASED PROPOSAL"**

**Leak Survey Project Area** – The entire water distribution system that serves the City of Darien. Every mainline valve and fire hydrant will be located and ultrasonically surveyed for leak sounds.

**Monitored System Appurtenances will include:**

- Every Fire Hydrant ( $\pm 1,435$ )
- Every accessible Fire Hydrant Auxiliary Valve ( $\pm 1,435$ )
- Every accessible Main Line Valve ( $\pm 1,500$  boxes and vaults)
- $\pm 175$  strategically located Customer Service Line Curb Stops (*aka B-Boxes*)
- Approximately  $\pm 4,450$  potential points will be ultrasonically surveyed for leak sounds

**ATS Incentive-Based Proposal** – You only pay for as many leaks as you actually have.

**Detection Phase:** 473,616 per lineal feet of water main @ \$ 0.02 per LF = \$ 9,472.32

**Location Phase:** \$ 395.00 for Every Pinpointed Main Line and Service Line Leak.

\$ 95.00 for Every Fire Hydrant Leak and Valve Leak.

**NOTE:** Unit costs per lineal mile / lineal foot of water main will not change if there are more or less miles of water main are designated for survey in any given year of the program.

**Survey Completion Time:**

We estimate the **DETECTION PHASE** of the survey can be completed in approximately 20 workdays. The duration of the detection phase is influenced by weather, system layout, access to appurtenances and the number of suspect leaks that we discover.

The duration of the **LOCATION PHASE** will depend upon the number of suspect leak sites to investigate and actual number, type and location of those pinpointed leaks. Based upon our past experience, depending on the number of leak, 5 - 10 workdays for pinpointing is possible

**Additional Callout Savings:** Discounted Leak Pinpointing for Survey Clients - While your leak survey is underway any leak or utility location callout, that can be scheduled while we are in town or the next weekday during normal work hours, will be discounted to the \$ 395.00 leak survey rate. This discount represents a savings of at least \$ 300.00 per callout or more from our normal callout charges with round trip mileage. After-hour, Emergency, Holiday and Weekend service calls are charged per our normal basic schedule of prices which we have previously submitted to the Village.

## BASIC SCHEDULE OF PRICES

### LEAK DETECTION & LOCATION SURVEYS

(Survey Area to be defined by Owner)

1. Leak Detection Survey - 10,000 Lineal Feet of Water Main = \$ \_\_\_\_\_

1a. Survey Areas over 10,000 Lineal Feet of pipe will be priced as follows:

<u>More than</u>	<u>But less than</u>	<u>Unit Price Per Lineal Foot</u>
10,000 LF	39,999 LF	\$ _____
40,000 LF	59,999 LF	\$ _____
60,000 LF	99,999 LF	\$ _____
100,000 LF	or More	\$ <u>0.02</u> _____.

X 1b)

Leak Location:

**Valve Program Leaks:** While your Valve is underway any detected leak, that can be scheduled during normal work hours, will discounted to the \$ 395.00 leak survey rate.

**Survey Program Leaks:** \$ 395.00 for each pinpointed Main Line and Service Line Leak  
\$ 95.00 for each pinpointed Fire Hydrant and Valve Leak

1c) Leak & Utility Location Callout Special Pricing:

While contract work is scheduled to be performed, any callouts that can be scheduled during normal weekday hours will be discounted from our normal rate to a special \$ 395.00 price. Normal mobilization and mileage rates apply.

1d) Standard GIS Database and Final Report: Included at no extra charge

2. MOBILIZATION & MILEAGE: - *Waived for Leak Survey and Valve Programs*

\$ 1.75 per mile under 50 miles - Round Trip from ATS Office to Owner's Project Location

**TERMS:** Payment is due upon receipt of invoice. *ATS* will, at its option, submit periodic billings based upon the percentage of completion of the project. *ATS* also reserves the right to determine the percentage of completion for billing purposes. Interest rates will be based at 2% per month upon the unpaid balance at 30 days from the date of the invoice and thereafter.

**PLEASE NOTE:** All prices are based upon utmost cooperation and advance preparation by the *Owner*. Such as accurate plans and knowledge of the water system, and making all needed appurtenances accessible to our survey crews. See Section II of the attached "General Conditions for Leak Surveys" for a detailed listing of responsibilities of *ATS* and the *Owner*. *ATS* reserves the right to adjust the "Basic Schedule of Prices" if preliminary field investigation of the survey reveals extraordinary, hazardous or otherwise adverse conditions

**From:** Dan Gombac  
**Sent:** Friday, October 13, 2017 8:59 AM  
**To:** Ralph L Gross; Regina Kokkinis  
**Subject:** RE: Competitive Quote Leak Locating

Thank you Ralph, we look forward to working with you again.

Regina,

Back up for agenda memo

Daniel Gombac  
Director of Municipal Services  
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

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

**From:** Ralph L Gross [mailto:ralphlgross@aol.com]  
**Sent:** Thursday, October 12, 2017 7:48 PM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: Competitive Quote Leak Locating

Hello Dan

I am agreeable to that \$14,500 cap amount.

The spread sheet tells the story. You'll be getting a great deal on a great job.

Best regards

Ralph

Ralph L. Gross  
Executive Vice President  
Associated Technical Services Ltd.  
524 W. Saint Charles Road  
Villa Park, Illinois 60181  
Established 1979

Cellular: 630.935.3435  
Office: 630.834.1558  
Fax: 630.834.5501  
Email: [RalphLGross@aol.com](mailto:RalphLGross@aol.com); [Ralph@ATSLimited.com](mailto:Ralph@ATSLimited.com)  
Website: [www.ATSLimited.com](http://www.ATSLimited.com)

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

**From:** Dan Gombac [mailto:dgombac@darienil.gov]  
**Sent:** Thursday, October 12, 2017 3:28 PM  
**To:** Ralph L. Gross <[Ralph@ATSLimited.com](mailto:Ralph@ATSLimited.com)>  
**Cc:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>

Subject: Competitive Quote Leak Locating

Ralph,

Would you be amicable to not exceed a total cost of \$14,500 as a cap in the event more leaks are found than anticipated?

Please see Att in yellow

Daniel Gombac  
Director of Municipal Services  
630-353-8106

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DARIEN DIRECT CONNECT

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**AGENDA MEMO**  
**CITY COUNCIL**  
**November 6, 2017**

**Case:** Solar Codes

**Issue Statement**

City staff is requesting approval of amendments to the zoning and building codes in regards to solar panel installations.

**ORDINANCE**

**Background Information**

The City was approached by the Metropolitan Mayors Caucus (MMC) to see if there was interest in participating in SolSmart. The SolSmart program has been established to give technical advice and guidance to communities who request help to adopt regulation for solar panels. The program is sponsored by the US Department of Energy to promote the use of renewable energy, reduce dependence on fossil fuels, reduce pollution, and promote local business. A letter of intent by Darien to participate in SolSmart was sent on 4/3/17, see [Attachment A](#). City staff has been working with the MMC SolSmart staff and 11 other communities in the Chicago area and over 100 communities nationwide to review codes, permit procedures, and best practices for possible adoption. SolSmart program also set up a point system to focus community efforts on high priority items and give recognition to community accomplishments. By amending our codes and posting a permit plan submittal checklist, Darien will achieve their Bronze level designation.

**Zoning Code Review**

Darien zoning code has only one mention of solar:

*5A-5-9-4 (B): All accessory buildings, structures, and uses not specifically permitted or normally allowed shall be prohibited unless approved by the City Council after a public hearing before the Zoning Board of Appeals. This exclusion is meant to control the erection of possible undesirable structures such as wind-powered generators and large ground arrays of solar energy collectors, etc. (Ord. 0-03-00, 4-3-2000)*

Large ground arrays, also known as community solar or solar farms, are solar panels mounted on racks that are attached to the ground usually covering entire lots or many acres that produce enough electricity to power many buildings off site or whole neighborhoods or sold back to ComEd. There are no prime locations available for such large ground arrays in Darien outside of the Industrial district. If ever such an installation were to be proposed, it may be appropriate to have a public hearing and site plan review process due to the expected concerns from neighboring properties. Conversely, small installations such as roof-mounted solar panels that supply heat or electricity for one building are becoming more affordable and more common in this region of the country. Classifying roof panels on single buildings as accessory structures may be more appropriate as there is no expected to impact neighbors. In such cases, a public hearing would add a lengthy, costly, risky, and unnecessary process for building owners.

A solar collection systems can be 'building integrated' and made part of roofing shingles, skylights, awnings, parapets and similar architectural components, and are thus designed to have minimum visibility. Retrofitted solar panels can be mounted flush on the roof, projecting less than 6 inches above the roof or tilted slightly to catch sunrays at an efficient angle. Standards can be set to have flush panels on the roof surfaces facing the street and tilted panels elsewhere on the building extending slightly above the roof or out from the side wall.

### **Building Code Review**

Darien has adopted the 2012 International Building Code issued by the International Code Council (ICC), which has a small section on Photovoltaic Systems: 1509.7 that requires installation in accordance with UL specifications and manufacturer's instructions. Since then ICC has issued the 2015 International Solar Energy Provisions (ISEP) code in response to the growing popularity of solar panels. A list of definitions and contents of this code are attached to this memo, see [Attachment B](#).

We have reviewed the ISEP code and consider the electrical, mechanical, plumbing, and structural standards very important for the safety of building owners. It is not anticipated that the ISEP code requirements would add to the cost of a contractor installed system. Many roofs have been built to hold the 2.5 pounds per square foot load of a standard solar panel. However, due to the age of some buildings and the minimal tolerance of some modern roof trusses, it is important to have a structural engineer verify the capacity of each roof to hold the weight, especially with the high snow loads and winds loads in the Midwest. We understand that getting an engineer's stamp of approval on proposed installations is now a routine for most solar contractors.

The ISEP code would not replace or supersede any other code that the city has adopted. It does reference the International Plumbing Code and Darien has adopted the Illinois Plumbing Code. We recommend a 'local' amendment to ISEP, referencing instead the Illinois Plumbing Code.

### **Motions**

1. A motion to approve an ordinance adopting the 2015 International Solar Energy Provisions code with one amendment substituting the reference to Illinois Plumbing Code for the reference to the International Plumbing Code.
2. A motion to direct the Planning and Zoning Commission hold a public hearing and make recommendations on a zoning code text amendment regarding solar panels as a permitted accessory use.

### **Meeting Schedules**

Municipal Services Committee:	November 6, 2017
City Council:	November 6, 2017
Planning and Zoning Commission:	December 6, 2017



MEMO



April 3, 2017

International City/County Management Association  
777 North Capitol Street NE, Suite 500  
Washington, DC 20002

The Solar Foundation  
600 14<sup>th</sup> Street NW, Suite 400  
Washington, DC 20005

**RE: SolSmart Solar Statement for the City of Darien, Illinois**

Dear Ms. Dodson and Mr. Haddix:

We appreciate the invitation from The Solar Foundation to enroll in the SolSmart program. Our community supports the use of solar energy. We envision SolSmart as a viable program to help us reach the goals of promoting renewable energy and making it more efficient for our residents and businesses to install solar energy systems. Please accept this letter of intent to enroll Darien in the SolSmart community designation program. By committing our time and effort with the input of the SolSmart technical resources and the Metropolitan Mayors Caucus, we believe we can achieve the following action items and qualify for Bronze level designation by SolSmart by January 2018.

- Obtain community and technical input on market needs and reasonable regulation
- Evaluate plans, codes, permit procedures and make improvements where needed
- Educate officials and staff on best practices for design, easements, and impacts
- Distribute information on available opportunities, resources, and financing.
- In order to measure progress along the way, we will track key metrics related to solar energy deployment, such as the number and location of solar installations and their capacity.

Our hope is that with this designation, we can encourage more investment in solar energy. We look forward to working with your team. Please contact our Community Development Director for program coordination.

Sincerely,

Kathleen Moesle Weaver, Mayor



## **SOLAR CODE DEFINITIONS**

**Photovoltaic Cell:** A semiconductor device that converts solar energy directly into electricity.

**Solar Collector:** A professionally manufactured device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

**Solar Collector Surface:** Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

**Solar Energy System, Building Mounted:** A solar energy system that is professionally mounted on the roof of a principal building or accessory structure. A building mounted solar energy system includes building integrated, flush-mounted and non-flush mounted systems.

**Building Integrated:** A building mounted solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building integrated systems include but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices and similar architectural components.

**Flush Mounted:** A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

**Non-flush Mounted:** A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

**Solar Energy System, Ground Mounted:** A free-standing solar energy system that is placed or mounted to the ground.

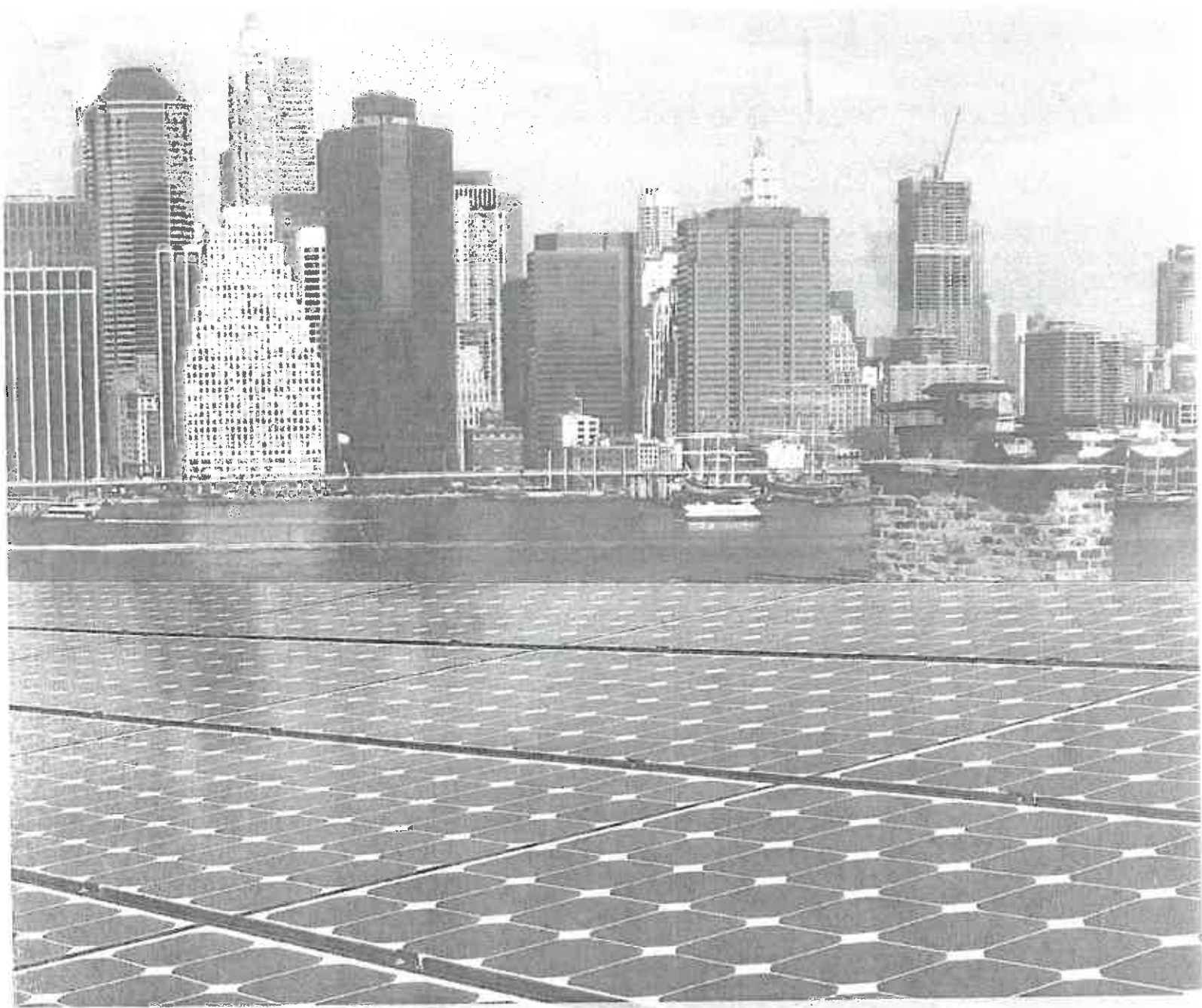
**Solar Energy System, Large:** A solar energy system that contains multiple solar collectors and is primarily used to produce energy to be sold commercially.

**Solar Energy System, Self-Contained:** A professionally manufactured device that utilizes solar collector(s) to produce small amounts of power that are generated exclusively for the device. A self-contained solar energy system is typically located in areas that are not in close proximity to a utility power source. Examples of these types of self-contained solar energy systems include, but are not limited to: light poles in parks for security or safety reasons, pedestrian street crossing signs that alert oncoming traffic of the crossing, natural resource observation systems (such as tracking flood level depths), pumps that aerate an isolated pond, and attic fans mounted on a roof that are used for ventilation purposes.

**Solar Energy System, Small:** A professionally manufactured system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal mechanical or electrical energy for storage and use and is intended to primarily reduce on-site consumption of utility power. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use with the existing energy grid. For the purposes of this ordinance a solar energy system includes building mounted and ground mounted solar energy systems.

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## **PROGRAM GUIDE**

PHOTO COURTESY OF NREB

VERSION 1.0  
APRIL 2016

# WHAT IS SOLSMART?

**SolSmart is a new national designation program**, funded by the U.S. Department of Energy through the Solar Powering America by Recognizing Communities (SPARC) initiative, designed to recognize communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets. The SolSmart program primarily seeks to address “solar soft costs,” or business process or administrative costs that can increase the time and money it takes to install a solar energy system — costs which are then passed on to solar customers. While only certain local government policies and processes (such as permitting, planning, and zoning) are the source of some soft costs, local governments are in a unique position to reduce soft costs and take action to promote the use of solar locally.

The SolSmart designation program will provide high-profile, national recognition for communities that have made it cheaper and easier for solar customers to invest in solar energy. In addition, achieving designation will send a signal to solar companies that a community is “open for business,” attracting new businesses and helping designees share in the economic development benefits attached to the solar industry.

**Interested communities can apply for designation at [www.solsmart.org](http://www.solsmart.org) using a simple online intake form (“application”).** Upon receipt of this application, the Designation Program Administrator (led by the International City/County Management Association) will conduct a baseline assessment to determine which criteria the community currently meets based on previous efforts and which actions are still required before designation can be granted. Communities committed to pursuing SolSmart designation will be eligible for no-cost technical assistance (“TA”) from the Technical Assistance Provider (led by The Solar Foundation) and its team of national solar and local government experts to help communities meet the criteria for designation.

DESIGNATION PROGRAM ADMINISTRATOR	TECHNICAL ASSISTANCE PROVIDER
INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION	THE SOLAR FOUNDATION
National Civic League	National Renewable Energy Laboratory
Home Innovation Research Labs	<b>Meister Consultants Group</b>
Meister Consultants Group	National League of Cities
The Solar Foundation	National Association of Counties
	Solar Energy Industries Association
	Regulatory Assistance Project
	Electric Power Research Institute
	Brooks Engineering

# BENEFITS OF PARTICIPATION

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## Benefits of Addressing Soft Costs

Addressing soft costs and other barriers can deliver a number of valuable benefits for key local stakeholders.

- Reducing soft costs can deliver an **increased return on investment for solar customers**. Complex or poorly-defined permitting processes can add significantly to the average cost of solar photovoltaic (PV) systems. For a typical five kilowatt (kW) system, onerous permitting processes can increase prices for solar customers by up to \$700. Combined with other local regulatory policies and processes, the total price impact of local government “red tape” surrounding solar can be as high as \$2,500 for a typical installation.<sup>1</sup>
- Reducing red tape and more efficient approval processes can result in a **time and money savings for local governments**, representing a more productive use of constrained budgets and limited taxpayer resources. Improving access to information on technical and process requirements can decrease the volume of questions or requests for information from installers and the number of incomplete permit applications, reducing demands on staff time.<sup>2</sup>
- Improving the processes and policies giving rise to some soft costs can result in **improved business prospects for solar companies**. More than 33% of installers say there are at least three communities they avoid because of permitting difficulties.<sup>3</sup> Those communities are missing out on local revenue and affordable solar. Addressing these and other local regulatory issues can open your community for solar business, resulting in **positive impacts on jobs and economic development**.
- Lowering soft costs encourages more residents to go solar and dramatically **reduces greenhouse gas emissions**. A five kW solar photovoltaic system can reduce carbon dioxide emissions equivalent to that produced from 500 gallons of gasoline (nearly as much consumed by a typical passenger vehicle in a single year) or the amount of carbon dioxide sequestered by nearly four acres of U.S. forests each year.

1. Burkhardt, J., Wisser, R., Darghouth, N., Dong, C.G., Huneycutt, J. (2014). *How Much Do Local Regulations Matter? Exploring the Impact of Permitting and Local Regulatory Processes on PV Prices in the United States*. Retrieved April 15, 2016 from [https://emp.lbl.gov/sites/all/files/local\\_regulations\\_and\\_pv\\_report.pdf](https://emp.lbl.gov/sites/all/files/local_regulations_and_pv_report.pdf)

2. Interstate Renewable Energy Council. (2012). *Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting*. Retrieved April 15, 2016 from <http://www.irecusa.org/publications/sharing-success/>

3. Clean Power Finance. (2012). *Nationwide Analysis of Solar Permitting and the Implications for Soft Costs*. Retrieved April 15, 2016 from [https://solarpermit.org/media/CPF-DOE\\_Permitting\\_Study\\_Dec2012\\_Final.pdf](https://solarpermit.org/media/CPF-DOE_Permitting_Study_Dec2012_Final.pdf)

# **BENEFITS OF PARTICIPATION**

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## **Benefits of Designation**

Pursuing SolSmart designation through actions to reduce soft costs and foster a positive solar market environment can provide communities with a number of more specific benefits, including:

- **National recognition** on the SolSmart website, through media campaigns, and other means.
- An opportunity to **receive awards for exceeding basic program requirements** and further distinguish your community from its peers.
- The ability to apply to host a SolSmart Advisor, **fully-funded temporary staff** assigned to between 30 and 40 communities for up to six months to help communities achieve SolSmart designation.

## **What We Can Achieve Together**

The U.S. Department of Energy SunShot Initiative has set a goal to reduce the installed cost of residential solar to \$1.50 per watt by the year 2020. Though costs have declined dramatically over the last decade (and by over 40% since 2010), the national average cost for residential solar is still around \$3.50 per watt — suggesting much still needs to be done to achieve the SunShot goal. Further complicating this issue is the fact that much of the observed reductions in installed costs over the last few years have come from declines in hardware costs. Soft costs have yet to experience the reductions required to maximize the affordability of solar.

Fortunately, local governments are in a prime position to address soft costs and enhance the affordability of solar for customers in their jurisdiction. While a single local government taking action may only have a local impact, the SolSmart goal of designating at least 300 U.S. communities by 2018 will allow these collective impacts to be felt across the nation.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE AMENDING TITLE 4,  
BUILDING REGULATIONS, DARIEN BUILDING CODE,  
OF THE DARIEN CITY CODE**

**(Solar Code)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 1<sup>st</sup> DAY OF NOVEMBER, 2017**

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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 November, 2017.**



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

**AN ORDINANCE AMENDING TITLE 4,  
BUILDING REGULATIONS, DARIEN BUILDING CODE,  
OF THE DARIEN CITY CODE**

**(Solar Code)**

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

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

**WHEREAS**, the City of Darien has adopted Building Regulations set forth in the Darien Building Code, Title 4 of the Darien City Code; and

**WHEREAS**, the City Council has deemed it reasonable to periodically review said Darien Building Code and make necessary changes thereto; and

**WHEREAS**, on October 23, 2017 the Municipal Services Committee has filed its findings and recommendations with the City Council recommending approval of the text amendment described herein; and

**WHEREAS**, the City Council approves and adopts the findings and recommendations of the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

**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:

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

**SECTION 1:** Title 4, Building Regulations, Darien Building Code, of the Darien City Code,

is hereby amended by adding a new section to read as follows.

4-1-13: SOLAR CODE

4-1-13-1: ADOPTION OF SOLAR CODE: There is hereby adopted and incorporated by reference as part of this section, the code entitled 2015 International Solar Energy Provisions (ISEP) of the International Code Council, three (3) copies of which are on file in the office of the City.

4-1-13-2: DEFINITIONS

Photovoltaic Cell: A semiconductor device that converts solar energy directly into electricity.

Solar Collector: A professionally manufactured device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

Solar Collector Surface: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

Solar Energy System, Building Mounted: A solar energy system that is professionally mounted on the roof of a principal building or accessory structure. A building mounted solar energy system includes building integrated, flush- mounted and non-flush mounted systems.

Building Integrated: A building mounted solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building integrated systems include but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices and similar architectural components.

Flush Mounted: A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

Non-flush Mounted: A building mounted solar energy system that is mounted to a finished

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

roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

Solar Energy System, Ground Mounted: A free-standing solar energy system that is placed or mounted to the ground.

Solar Energy System, Large: A solar energy system that contains multiple solar collectors and is primarily used to produce energy to be sold commercially.

Solar Energy System, Self-Contained: A professionally manufactured device that utilizes solar collector(s) to produce small amounts of power that are generated exclusively for the device. A self-contained solar energy system is typically located in areas that are not in close proximity to a utility power source. Examples of these types of self-contained solar energy systems include, but are not limited to: light poles in parks for security or safety reasons, pedestrian street crossing signs that alert oncoming traffic of the crossing, natural resource observation systems (such as tracking flood level depths), pumps that aerate an isolated pond, and attic fans mounted on a roof that are used for ventilation purposes.

Solar Energy System, Small: A professionally manufactured system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal mechanical or electrical energy for storage and use and is intended to primarily reduce on-site consumption of utility power. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use with the existing energy grid. For the purposes of this ordinance a solar energy system includes building mounted and ground mounted solar energy systems.

4-1-13-3: REFERENCES: All references to the International Plumbing Code in the ISEP shall be stricken and replaced with the Illinois Plumbing Code.

**SECTION 2:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be

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

inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2017.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



is approximately 70 feet wide across from the Subject Lot. East of the outlot are one-story office buildings with a setback of approximately 40 feet.

The existing above-ground pool and deck was built prior to 2016 without a permit and it encroaches into the easement and required setback. The proposal is to replace with a larger in-ground pool surrounded by a larger permeable paver patio around the pool elevated approximately 2 feet above grade edged by a retaining wall with a wrought iron fence on top. They would also replace the elevated wooden deck across the rear of the house.

The east 9 feet of the pool and pool patio would be located in the drainage and detention easement and would be setback 11 feet from the rear property line instead of 20 feet as required.

The grading plan proposes to excavate swales on both sides of the lot to compensate for the loss of stormwater detention area volume due to the proposed patio and deck in the easement areas.

The petitioner brought a revised plan to the public hearing, which showed;

- slightly larger pool and patio in terms of square footage
- patio slightly farther from the north side lot line (10 feet instead of 8 feet, thus alleviating the need for a side setback variation)
- slightly revised grading plan

**Staff Documents** (attached to this memo)

- Photos – aerial and rear yard
- Letter from City Engineer dated 5/4/17
- Authority, Standards, and Conditions for variations

**Staff Plan Review Comments**

The City Engineer had reviewed the earlier grading plan and verified that the swales would provide sufficient compensatory storage of stormwater. He is reviewing the revised grading plan now to see if it still is sufficient.

Since the lot behind the Subject Site is a stormwater detention area and since the pool patio would be approximately 120 feet away from the nearest (office) building to the east, there would be minimal impact of the variation behind the Subject Site. The rows of arborvitae evergreen trees along both side lot lines provide some buffering to the single family houses on both sides of the Subject Site.

No evidence of hardship or compliance with the variation standards was presented.

**PZC Public Hearing**

Matt Huber of Western DuPage Landscaping Inc. presented the revised plans. He commented that the bulk of the existing (above-ground) pool and the surrounding wood deck and fence would be reduced and the permeable patio pavers would help control stormwater runoff. He estimated that the excavation of the sideyard swales would not injure the rows of arborvitae. The PZC motion was approved 6-0 to recommend approval of the variation as requested with two conditions: (1) City Engineer verify the compensatory storage grading plan is sufficient, (2) Owner provide a plat revising the drainage and detention easement for City approval prior to building permit.

**Meeting Schedule**

Planning and Zoning Commission:	November 1, 2017
Municipal Services Committee:	November 6, 2017
City Council:	November 6, 2017

DARIEN, ILLINOIS, Community Development Department

Staff Use Only	
Case No.:	2017-03
Date Received:	9/4/17
Fee Paid:	\$360.
Check No.:	1100
Hearing Date:	10/4/17

Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:

PETITIONER INFORMATION

George Deolitsis  
Petitioner's Name

Same  
Owner's Name

George Deolitsis  
Contact Name

u  
Address, City, State, Zip Code

8185 Chapman CT.  
Address, City, State, Zip Code

u  
Phone #

630-774-1954  
Phone #

u  
Email

Fax #  
gdeolitsis@gmail.com  
Email

PROPERTY INFORMATION

Same  
Property address

11,180 SQUARE FEET  
Acreage

09-33-213-013  
PIN(s)

R-2  
Zoning

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Brief description of the request(s):

- Variation
- Simple Variation
- Special Use
- Rezoning

Retaining Wall

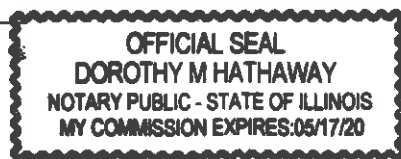
ZONING CODE SECTION SA-5-7-1(B) SIDE SETBACK - RETAINING WALL, STAIRS, PORCH  
ZONING CODE SECTION SA-5-7-3(C) REAR SETBACK - RETAINING WALL, DECK

I, George Deolitsis, do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Signature

Subscribed and sworn to before this 5 day of September, 2017.

Dorothy M Hathaway  
Notary Public





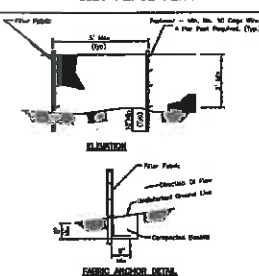


# DETAILED GRADING PLAN FOR POOL ADDITION

## LEGEND

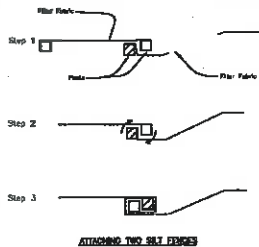
EXISTING	PROPOSED
--- SANITARY SEWER ---	--- PROPOSED ---
--- STORM SEWER ---	
□ CATCH BASIN	□
○ OPEN LID MANHOLE	○
○ CLOSED LID MANHOLE	○
□ INLET	□
⊙ DOWNSPOUTS	⊙
⊙ WATER MAIN	⊙
⊙ VALVE	⊙
⊙ HYDRANT	⊙
⊙ HEADWALL	⊙
⊙ FLARED END	⊙
⊙ STREET LIGHT	⊙
⊙ UTILITY POLE	⊙
⊙ B-BOX	⊙
⊙ RETAINING WALL	⊙
--- SILT FENCE ---	--- SILT FENCE ---
--- 701 --- CONTOUR --- 701 ---	
XXX.XX • SPOT GRADES XXX.XX •	

## SILT FENCE PLAN



1. Fabric anchor detail showing the anchor being driven into the ground with a bar pull (typ.).
2. Fabric anchor detail showing the anchor being driven into the ground with a bar pull (typ.).
3. Fabric anchor detail showing the anchor being driven into the ground with a bar pull (typ.).

## SILT FENCE



1. Place the end post of the second fence into the end post of the first fence.
2. Drive both posts at least 120 inches in a direction to create a Type 2 silt fence.
3. Drive both posts at least 12 inches into the ground and bury the top.



REAR PORTION OF LOT 47 IN SMART OAKS GLEN - UNIT 2, BEING A SUBDIVISION OF PART OF LOTS 4, 5, 6 AND 7 AND ALL OF LOT 11A IN SMART ACRES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OUTLOT A IN SMART OAKS GLEN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1997 AS DOCUMENT R97-031495, IN DU PAGE COUNTY, ILLINOIS.

### OLD CALCS

#### IMPERVIOUS SURFACE CALCULATIONS REAR YARD

TOTAL SITE	= 11180 SF
EXISTING BLDG	= 2975 SF
DRIVEWAY	= 85 SF
SIDEWALK	= 318 SF
EXISTING SIDEWALK	= 47 SF
EXISTING POOL	= 485 SF
EXISTING DECK	= 733 SF
STEPS	= 55 SF
RE-CONF. DECK	= 286 SF
TOTAL	= 5886 SF

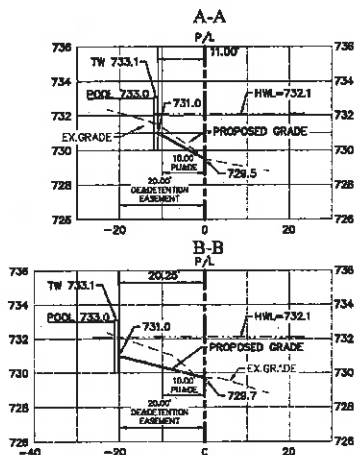
LOT COVERAGE = 5886/11180 = 52.48%

### NEW CALCS

#### IMPERVIOUS SURFACE CALCULATIONS

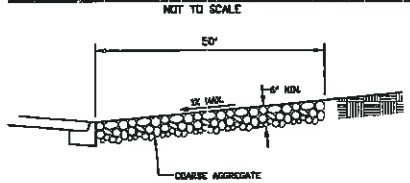
TOTAL SITE	= 11180 SF
EXISTING BLDG	= 2975 SF
DRIVEWAY	= 85 SF
SIDEWALK	= 318 SF
POOL	= 863 SF
RETAINING WALL	= 185 SF
STEPS	= 55 SF
RE-CONF. DECK	= 224 SF
PATIO(PERV. PAVERS)	= 0 SF
POOL DECK(PERV. PAVERS)	= 0 SF
TOTAL	= 5384 SF

LOT COVERAGE = 5384/11180 = 48.18%



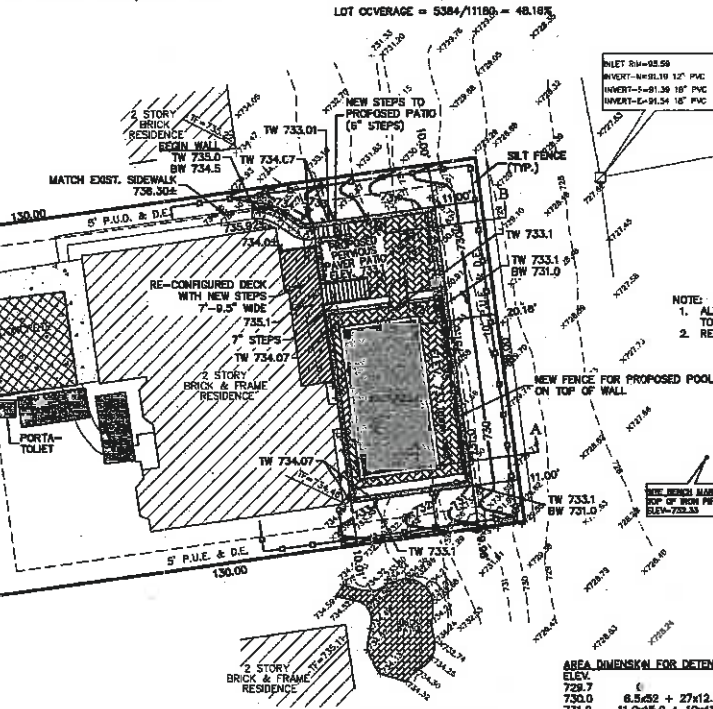
City of Darien  
Received  
NOV 1 2017  
Community Development

## CONSTRUCTION ENTRANCE DETAIL



WHEN THIS OR OTHER DEVICES CARRIED FROM THE SITE ON WHEELS OR TRACKS OF CONSTRUCTION EQUIPMENT MAY BE OFFENSIVE, PRESENT A SAFETY HAZARD OR CAUSE DAMAGE TO OTHER PROPERTY, THE WHEELS OR TRACKS SHOULD BE CLEANED TO REMOVE MUD OR DEBRIS PRIOR TO VEHICLES LEAVING THE CONSTRUCTION SITE. WASHING SHOULD BE DONE IN A STABILIZED AREA.

THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLYING OF SEDIMENT INTO PUBLIC RIGHTS-OF-WAY. YOUR CLIENTS HOLDING PERMITS FOR DRIVING WITH IMPROPER SURFACE MATERIALS AS CONDITIONS CHANGE. REPAIR AND/OR CLEANUP OF ANY FEATURES USED TO TRAP SEDIMENT IS ESSENTIAL AND ALL SEDIMENT SPILLS, DROPPED, WASHED OR TRACKED INTO PUBLIC RIGHTS-OF-WAY SHOULD BE REMOVED IMMEDIATELY.



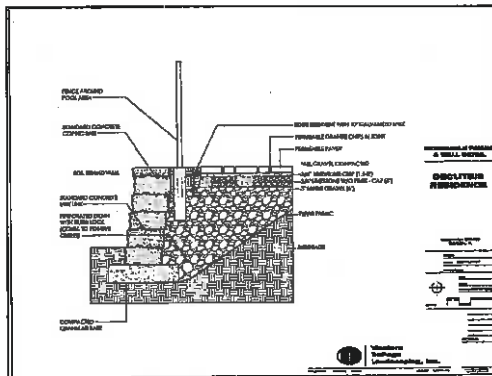
### AREA DIMENSION FOR DETENTION AREA

ELEV.	AREA	STORAGE	ACC. VOL.
723.7	0	0	0
730.0	8.5x52 + 27x12.5 = 675.5	0	0
731.0	11.0x18.0 + 10x41 + 37x20.25 + 8x4 = 1332.65 SF	0	0
732.0	11.0x18.0 + 10x41 + 37x20.25 + 14x4 = 1380.25 SF	0	0
732.1	11.0x18.0 + 10x41 + 37x20.25 + 14x5 = 1400.45 SF	0	0

EXISTING STORAGE AREA	ELEV.	AREA	STORAGE	ACC. VOL.
723.7	0	0	0	
730.0	33	18	18	
731.0	828	479	495	
732.0	1705	1163	1656	
H.M.L. = 732.1	1705	1170	1628 OF	

REMOVED STORAGE AREA	ELEV.	AREA	STORAGE	ACC. VOL.
723.7	0	0	0	
730.0	675.50	33.77	33.77	
730.5	1333.85	663.71	717.48	
731.0	1333.85	1333.85	2051.33	
H.M.L. = 732.1	1333.85	133.38	2184.40 OF	

H.M.L. + PERVIOUS PAVERS  
TOTAL = 1700.00 OF  
= 2354.40 OF



## NOTES:

EROSION CONTROL TO BE APPLIED PER THE ILLINOIS URBAN MANUAL, LATEST EDITION

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION TO DETERMINE IF ANY CONFLICTS EXIST, THE DESIGN ENGINEER MUST BE NOTIFIED PRIOR TO START OF CONSTRUCTION

FOR UNDERGROUND UTILITY LOCATIONS AND PRIOR TO ANY CONSTRUCTION, CONTACT J.U.L.L.E., TOLL FREE 1-800-862-0123

EXISTING TOPOGRAPHIC SURVEY PROVIDED BY SCHOMIG SURVEYING 708-352-1452

OWNER: GEORGE DEOLITSIS

NEAR, BOACH LISTS HEREON AS PER CITY ENGINEERING, AND A DESIGN DRAWING DATED 10/25/17.

NOTE: CONTRACTOR IS OBLIGATED TO CORRECT PIPE SIZE OF EXISTING/REMOVED PIPE LINE PRIOR TO EXCAVATION OR ORDERING OF MATERIALS, ADVISE SURVEYOR AT ONCE SHOULD A REVISION BE REQUIRED.

1. ALL MATERIAL AND EXCAVATION TO BE HAULED OFF-SITE
2. RETAINING WALL BY OTHERS.



MY COMM. EXPIRES 11-30-17

NOTE: JCM CONSULTING MAKES NO REPRESENTATION AS TO ACCURACY OF DIMENSIONS SHOWN HEREON. FOR ACTUAL DIMENSIONS OF HOME REFER TO FOUNDATION PLAN PREPARED BY OTHERS.

**JCM Consulting Engineers**  
16 S. 196 Almc Lane  
Naperville, Illinois 60564  
630-478-5003

NO.	REVISION	DATE
4.	PER CITY REVIEW	10-04-17
3.	PER CITY REVIEW	04-28-17
2.	PER CITY REVIEW	03-27-17
1.	PER CLIENT CHANGE	02-22-17

LOT 47  
SMART OAKS GLEN-UNIT 2  
DARIEN, ILLINOIS

## DETAILED GRADING PLAN

16-523.dwg	PROJECT NO.	16-523
DRAWN RSM	CHECKED JCM	SHEET 2
DATE: 10-14-16		OF 2
SCALE: 1"=20'		

City of Darien  
 Received  
 NOV 1 2017  
 Community Development

**Landscape  
 Development Plan**

**DEOLITSIS  
 RESIDENCE**

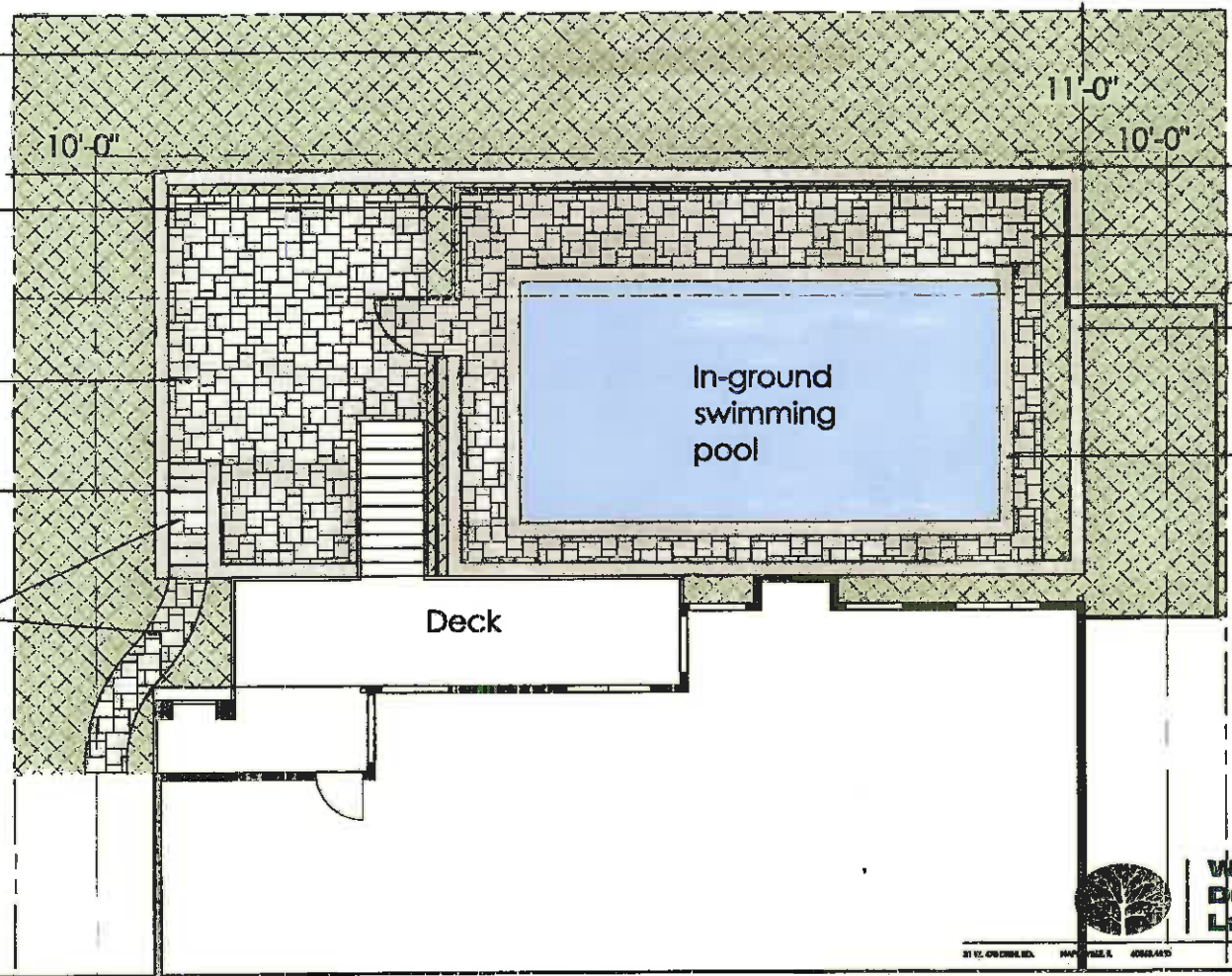
Green space (typical)

New fence around the proposed pool

Permeable paver patio

New steps to proposed patio

Permeable paving



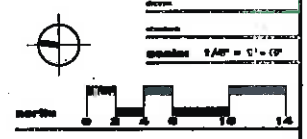
Permeable paver around pool

Retaining walls (typical)

Pool coping

8188 Choppen Ct.  
 Darien

sheet  
 date 28 September 2017  
 project no. 200



**Western  
 DuPage  
 Landscaping, Inc.**



Guy of Design  
Houston

NOV 1 2017

11/1/2017



DuPage County  
Information Technology Department  
GIS Division  
421 N County Farm Rd.  
Wheaton, IL 60187  
Ph# (630)407-5000  
Email: [gis@dupageco.org](mailto:gis@dupageco.org)

DuPage Maps Portal:  
<http://dupage.maps.arcgis.com/home>

DuPage County, Illinois Web Site:  
[www.dupageco.org](http://www.dupageco.org)



This map is for assessment purposes only.

Copyright DuPage 2016



09/20/2017 00:22



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

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

May 4, 2017

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: 8185 Chapman Court  
(CBBEL Project No. 95-323 H211)

Dear Dan:

We have completed our review of the proposed grading plan for the new in-ground pool at the aforementioned property prepared by JGM Consulting Engineers and dated April 25, 2017. Our previous comments on the plan have now been addressed. Please note that the proposed pool deck/patio encroaches into the detention easement and proposed compensation for filled detention volume extends outside of the detention easement. A plat of easement should be required to grant additional detention easements south of the pool and north of the patio to encompass the relocated detention. We also suggest that the portion of the detention easement encroached on by the pool deck should be vacated.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel L. Lynch', is written over a faint, larger version of the same signature.

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department



# CITY OF DARIEN

In the County of DuPage and the State of Illinois  
Incorporated 1968

## VARIATION AUTHORITY & STANDARDS

### **Zoning Code Section 5A-2-2-3 (A): Authority**

In cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations adopted by this Title, the City Council may, by ordinance, determine and vary the application of such regulations.

### **Zoning Code Section 5A-2-2-3 (G): Standards**

The City shall not vary the provisions of this Title unless findings of fact have been made on the following:

1. Whether the purpose of the variation is not based primarily upon a desire to increase financial gain and 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.



Sections 11-13-4 and 11-13-5: VARIATIONS

A variation shall be permitted only if the evidence sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

---

2. The plight of the owner is due to unique circumstances.

---

3. The variation if granted will not alter the essential character of the locality.

---

The corporate authorities may provide general or specific rules implementing, but not inconsistent with, the rules herein provided.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

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

**(PZC 2017-03 8185 Chapman Court)**

---

**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 6<sup>th</sup> DAY OF NOVEMBER, 2017**

---

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

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

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

**(PZC 2017-03 8185 Chapman Court)**

**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 allow a pool and patio in the rear yard; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition for variation was held before the Planning and Zoning Commission on November 1, 2017; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of November 1, 2017, recommended approval of the petition herein described and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on November 6, 2017, 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

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

**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 8185 Chapman Court, Darien, Illinois, and legally described as follows:

LOT 47 IN SMART OAKS GLEN – UNIT 2, BEING A SUBDIVISION OF PART OF LOTS 4,5,6 AND 7 AND ALL OF LOT 11A IN SMART ACRES, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OUTLOT A IN SMART OAKS GLEN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1997 AS DOCUMENT R97-031495, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-33-213-013

**SECTION 2: Variation from Zoning Ordinance Granted.** A variation from the Zoning Ordinance, Section 5A-5-7-3(C)2 is hereby granted to allow a pool and patio 10 feet from the rear property line to be in substantial conformance with [Exhibit A](#): Site Plan attached hereto and made part hereof.

**SECTION 3: Variation Conditions.** The variation is subject to the following condition:

- A. The Site Plan be in conformance with the City standards for compensatory storage of stormwater to be verified by the City Engineer.

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

B. The owner provide a plat of revised drainage and detention easement for City approval prior to issuing a building permit.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 6<sup>th</sup> day of November, 2017.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA MEMO**  
**CITY COUNCIL**  
**NOVEMBER 6, 2017**

**Case**

PZC 2016-10     17W615 N. Frontage Road     R&R Motor Homes

**Issue Statement**

Petitioners seek approval of an annexation agreement, annexation, and zoning, which includes a map amendment to B-3 and special use for mobile home sale/rental with variations.

A City Council public hearing is a State requirement for all proposed annexations.

**ORDINANCE – ANNEXATION AGREEMENT**

**ORDINANCE – ANNEXING**

**ORDINANCE - REZONING**

**Overview / Discussion**

The subject site is a one acre lot on the south side of N. Frontage Road and backing up to I-55 interstate highway, about ¼ mile east of Cass Avenue, between the Public Storage warehouses and Woodspring Suites hotel and across from the Ready Set Go day care center.

The petitioners are the current owner in trust Judy Greiman and the contract purchasers Zach Radovan and Renata Zach, who currently own R&R RVG Rental, Inc. in Bolingbrook. Their plans are to convert the existing single family home into an office for their business of renting and selling motor homes with incidental maintenance and cleaning of the motor homes. They would be constructing a new driveway, parking lot, maintenance building, fence, landscaping, storm water detention and wetland conservation. They had originally planned to construct in phases and reuse the existing well and septic systems, however they now plan to build all in one phase and connect to the water main and sanitary sewer.

All background material was presented and reviewed by the Planning and Zoning Commission (PZC) at public hearing on 9/7/16 and the Municipal Services Committee (MSC) on 9/26/16 and 9/25/17. Their minutes are attached to this report. All background material is available for review upon request and is summarized in this report.

The PZC recommended approval and the MSC concurred with their finding that the proposed use and zoning district are compatible with the Comprehensive Plan, the surrounding business uses and zoning districts ORI and B-3 and that the proposed site plan meets the Standards of the Zoning Code with several variations (itemized in the annexation agreement):

- variations to lot area, building side yards, driveway side setback – due to reuse of existing structures
- variation to the parking lot setback – to provide a driving aisle around the east side
- variation to size of accessory building (maintenance garage) – due to the size of motor homes (up to 38 feet)



- variations to perimeter landscaping – due to the long side wall of the Public Storage building, the extra setback and planting on the Woodspring Suites building, and the bioswale and wetlands at the front and east side of the property
- variations to foundation landscaping – planting bushes instead of trees in the narrow planting area.

(3 variations originally requested were withdrawn because the petitioners revised plans to comply - driveway width was expanded to 24 feet, driveway turning radius was enlarged and parking stalls were lengthened to accommodate the oversized motor homes 38 foot length.)

Of special concern was the site planning for the wetlands, which took longer than anticipated. A bioswale was designed to collect storm water runoff and channel into the wetlands and native wetland plantings were selected to absorb and filter storm water. IDOT, DuPage County, and the City Engineer have given their preliminary approvals and the petitioner understands that their final plans will need to comply.

#### **Attached Documents**

Letter from Dan Lynch 8/22/17

PZC minutes 9/7/16

MSC minutes 9/26/16 and 9/25/17

#### **Motions**

1. A motion to approve an ordinance approving an annexation agreement for the proposed development known as R&R Motor Homes on property known as 17W615 N. Frontage Road.
2. A motion to approve an ordinance approving the annexation of property known as 17W615 N. Frontage Road.
3. A motion to approve an ordinance approving B-3 zoning with special use for the proposed development known as R&R Motor Homes on property known as 17W615 N. Frontage Road.



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

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

August 22, 2017

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Steve Manning

Subject: R & R Motor Home  
(CBBEL Project No. 950323 H196)

Dear Steve:

As requested, we have reviewed the site development plan for the aforementioned property prepared by Morris Engineering, Inc and dated March 10, 2017. The following comments must be addressed before we can recommend approval:

1. On sheet 3 in the calculation of Required BMP Volume, the volume must be based on the proposed impervious area of 24,624 square feet, not 21,088 square feet. Also, the volume provided must meet or exceed the calculated required volume.
2. There is no proposed outlet for the proposed BMP basin. If the intent is to rely on infiltration, provide soil borings with a calculation of permeability. It is noted the soil types present likely have limited infiltration capacity. If a pipe outlet is to be proposed, the storm water report must include a calculation of drain down time to demonstrate compliance with Section 15-64.C.3 of the County Ordinance.
3. On sheet 3 southwest of the existing house, the proposed 687.5 contour crosses the 688 contour. It also appears that water will be trapped west of the proposed pavement.
4. The draft floodplain maps show a proposed base flood elevation of 688 for this site. Raise the finished floor of the proposed maintenance building to 690 to meet the city code of the floor being two feet above the BFE. County policy is to elevate buildings based on the proposed BFE.
5. On sheet 6, change the fine amount from \$100 to \$250 on the Handicapped Parking Stall Detail.
6. On sheet 7, the notes for the Bioswale Seed Mix refer to sheet 6. This should refer to sheet 8.
7. On sheet 8, there is a column in the right half of the page which is mostly obscured.
8. With the proposed BMP basin, it is unlikely that the proposed seed will germinate and establish in standing water. Live plant plugs will likely be required.

9. Provide a Stormwater Submittal for the proposed project.
10. It is our understanding that the County has approved the wetland aspects of the project. Provide their approval in the Stormwater Submittal.
11. DuPage County Public Works approval is required for the sanitary sewer connection.
12. DuPage County Health Department approval is required for removal of the well and septic system.
13. IDOT approval is required for work in the Frontage Road right of way.
14. The proposed water service must be reviewed by the Plumbing Inspector for compliance with the Illinois Plumbing Code.

Please feel free to contact me if you have any questions or need to discuss these items in more detail.

Sincerely,



Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE  
September 25, 2017**

**PRESENT:** Alderman Joseph Marchese – Chairman, Alderman Thomas Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Steven Manning - City Planner, Elizabeth Lahey-Secretary

**ABSENT:** None

**ESTABLISH QUORUM**

Chairman Joseph Marchese called the meeting to order at 6:37 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

- a. PZC 2016-10 – Petitioners seek approval of an annexation, rezoning map amendment to B-3, special use for mobile home sale and rental with variations.**

Mr. Steve Manning, City Planner stated that the petitioner R&R Motor Homes could not be in attendance but that her engineer was present to answer any questions. He reported that the petitioner last presented to the PZC one year ago with many variations. Mr. Manning stated that since that time the petitioner has revised the plan and redesigned with a handful of issues.

Mr. Manning reported that the property is a narrow parcel. He stated that there is existing housing and that will be remodeled and used for an office and the second building for the motor home rental. He further stated that the petitioner will also preserve the existing wetlands and will use the existing drive and connect to the water and sewer. Mr. Manning reported that the petitioner will be building in one phase and has complied with the parking stall width and turning radius to accommodate the vehicles.

Mr. Manning discussed the variations and stated that they are proposing barrier curbs due to the tight parking lot.

Mr. Dan Gombac, Director reported that the barrier curbs are bio swales such as those at the Wight and Company site.

Mr. Manning reported that the drive will be widened to 24 feet and that the City Engineer provided a letter with his comments in the packet. He stated that the annexation agreement will include final engineering approval. He reported that the petitioner provided a letter that she is willing to work with the City.

Alderman Chlystek questioned if the current septic was removed.

Mr. Gombac stated that the current septic was removed.

Chairperson Marchese questioned if there were any comments from the businesses in the area.

Mr. Gombac reported that there were no comments.

There was no one in the audience wishing to present public comment.

**Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of an annexation, rezoning map amendment to B-3, special use for mobile home sale and rental with variations.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.**

**b. Ordinance – Approval of an ordinance granting a minor amendment to the PUD for the Violet’s Farm to approve an oversized deck at 8414 Dawn Lane.**

Mr. Steve Manning, City Planner reported that the homeowners of the townhome have a 10 ft. x 10 ft. concrete patio which they would like to replace with a 12 ft. x 19 ft. deck. He reported that the condo is part of the Violet’s Farm PUD with a condition that any deck/patio greater than the approved 10 ft. x 10 ft. shall submit an application for a minor amendment to the approved PUD. Mr. Manning reported that this does not require a public hearing and that the home is an end unit with a vacant lot behind which has not been constructed. He reported that photos are provided in the packet and that staff received a letter from the management company that they had no issues with the proposed deck.

Mr. Gombac, Director reported that there is all commercial to the west.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of an ordinance granting a minor amendment to the PUD for the Violet’s Farm to approve an oversized deck at 8414 Dawn Lane.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.**

**c. Motion - Consideration of a motion acknowledging the City of Darien Stormwater Program Annual Report.**

Mr. Dan Gombac, Director reported that annually the state law requires municipalities to consider and acknowledge the Stormwater Program Annual Report as it relates to the NPDES, National Pollution Discharge Elimination System. He stated that the City is required to hold a NPDES permit from the IEPA and that staff is required to meet certain hours.

There was no one in the audience wishing to present public comment.

**Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a motion acknowledging the City of Darien Stormwater Program Annual Report.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 3-0.**

**d. Minutes - August 7, 2017 Municipal Services Committee - Special Meeting  
August 21, 2017 Municipal Services Committee Meeting**

Upon voice vote, **THE MOTION CARRIED UNANIMOUSLY 2-0.**

Mr. Gombac reported that this would be forwarded to the City Council for approval on October 3, 2016.

- b. PZC 2016-10: 17W615 N. Frontage Road: Petitioners seek approval to rezone the property to B-3 (after annexation), grant a special use for motor home rental, maintenance, and sales in the B-3 zoning district, and to grant variations to reduce lot area, reduce side yard for the principal building, exceed square foot size for accessory building, reduce side yards for parking lot, reduce driveway setback, reduce driveway width, reduce driveway turning radius, reduce parking stall depth, delete parking curb, and reduce landscaping.**

Mr. Steve Manning, City Planner reported that the petitioner and engineer are present. He reported that there are a lot of variances but that the shape of the lot is extra deep but narrow and limits other uses. Mr. Manning reported that the low intensity character of RV rental will not produce much traffic.

Mr. Manning reported that the PZC recommended approval but that there was some discussion on the driveway size in order to accommodate oversized vehicles and that the petitioner agreed to the conditions.

Mr. Steve Daul, Morris Engineering stated that they are in agreement with staff recommendations and that they have received preliminary feedback from the County regarding widening the driveway to 24 feet pending a redesign of the wetland buffer.

Alderman Chlystek stated that when he saw all of the variances he was not in favor but after looking at the property it makes sense. He questioned the hours of operation, and the rental of RV's and storage.

The petitioner, Ms. Renata Zach stated that the hours will be Monday - Saturday from 9:00 am - 5:00 pm. She stated that there will be approximately 10 RV's on the site and that they are rented weekly and weekends but that it varies. Ms. Zach stated that she is going to clean up the existing home on the property and that she is planning on getting rid of the garage and build a new garage towards the rear of the lot for storage and maintenance of the RV's.

Mr. Daul stated that they looked at the Code and that the ultimate build out will be done in phases.

Acting Chairperson Belczak questioned if there are other vacant properties in the area.

Mr. Dan Gombac, Director reported that there are at least two other vacant lots next to Joanie's Dry Dock. He reported that there are a variety of small businesses.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Belczak to recommend approval to the City Council of petition PZC 2016-10 for B-3 zoning, special use, and variations as presented based on findings of fact in regards to the Zoning Map**

**Amendment Standards, the Special Use Standards, and the Variation Authority and Standards subject to:**

- 1. Re-design of the site plan to widen the driveway to 24 feet**
- 2. Increase the turning radius of the driveway at the street to at least 27.6 feet pending review and approval by IDOT**
- 3. Lengthening the RV parking stalls to 38 feet**
- 4. Pending review and approval of stormwater and wetland plans by DuPage County**
- 5. Pending review and approval of the well and septic plans by DuPage County**
- 6. Pending review and approval of final engineering plans by the City**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

Mr. Gombac reported that this would be forwarded to the City Council for approval on October 3, 2016.

- c. PZC 2016-11: 8225 Bailey Road: Petitioners seek approvals to subdivide their single family home lot into three lots, with their existing house to be on Lot 2, and for variations to reduce the required front setbacks on Lot 2 for the existing house from 35 feet to 25 feet and for existing pool and deck from 35 feet to 14 feet.**

Mr. Steve Manning, City Planner reported that the proposal subdivides Lot 7 into three lots. He reported that the existing driveway is located westerly from the house to Bailey Road which would cross the backyard of the proposed Lot 1. He further reported that the existing barn and walkways to the barn would be on proposed Lot 3 and proposing demolition.

Mr. Manning reported that Mr. Jon Green, engineer for the petitioner looked at rerouting the driveway and that the petitioner is agreeable to moving the existing driveway to the north end of Lot 1. He further reported that homeowners attending the public hearing and there was much discussion regarding the enforcement of the Homeowners Association (HOA) provisions and the ownership rights to the property.

Mr. Dan Gombac, Director reported that the City Attorney reviewed the HOA bylaws and reported that the HOA and development are separate and if the HOA wishes to proceed they would have to file suit.

Mr. Jon Green, Engineer for the petitioner reported that they agreed with the City Engineer and have made changes but that they were not changed on the drawings. He stated that they are shifting the drive 25 feet to the north and leaving a buffer.

Mr. Gombac reported that the flag lot drive is allowed in Darien.

Acting Chairperson Belczak opened the meeting to anyone wishing to present public comment.

Mr. Steve Alavi, Treasurer of the Homeowners Association stated that they currently maintain Lot 3. He stated that they are concerned with exposure to the pool and that Lot 3 will be unattractive. He further stated that they are concerned with the flow on Lot 3

Mr. Gombac reported that the City does not govern aesthetics and suggested the HOA speak with the Spano's to ask for more landscaping. He stated that the Spano's have the right to subdivide.

**MINUTES**  
**CITY OF DARIEN**  
**PLANNING & ZONING COMMISSION MEETING**  
**September 7, 2016**

**PRESENT:** Beverly Meyer, Robert Cortez, Bryan Gay (7:10 pm), Andrew Kelly, Ron Kiefer, John Laratta, Lou Mallers, Ray Mielkus, Steven Manning - City Planner, Elizabeth Lahey - Secretary

**ABSENT:** Ken Ritzert

Chairperson Meyer called the meeting to order at 7:02 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present and swore in the audience members wishing to present public testimony.

**B. Public Hearing PZC 2016-10: 17W615 N. Frontage Road (R&R Motor Homes) Petitioners Arthur N. Dallner Trust (owner) and Zach Radovan (contract purchaser) seek approval to rezone the property to 8-3 (after annexation), grant a special use for motor home rental, maintenance, and sales in the 8-3 zoning district, and to grant variations to reduce lot area, reduce side yard for the principal building, exceed square foot size for accessory building, reduce side yards for parking lot, reduce driveway setback, reduce driveway width, reduce driveway turning radius, reduce parking stall depth, delete parking curb, and reduce landscaping.**

Mr. Steven Manning, City Planner reported that R7R Motor Homes has a RV business primarily to rent large driving RV campers but also to sell used campers and do minor mechanical maintenance. He reported that the contract purchaser and petitioners Renata and Zach Radovan are proposing to convert the existing house into an office for the business and pave areas for parking and storage of approximately 12 RV's. Mr. Manning reported that no exterior lighting or signage has been proposed and that they are proposing to develop the business in phases.

Mr. Manning reported that he received correspondence from the Tri-State Fire Protection District Fire Marshall stating that the Fire District has an issue with the driveway and that it is too small and that they would like one fire hydrant on the property.

Ms. Renatta Zach, petitioner and Mr. Steven Daul, Morris Engineering were present.

Mr. Daul stated that the Committee received the plans in the packet. He stated that they agree with the City's recommendations and fire review.

Mr. Daul stated that they are near a wetland buffer and that they are trying to extend the turning radius and keep the drive narrow to minimize the wetlands. He stated that this approval will come from IDOT.

Mr. Manning reported that there is a daycare center across the street with one drive in and one out. He stated that there is some traffic early and late in the day but no visible traffic congestion

Mr. Manning stated that he did not ask for a traffic study. He stated that staff is concerned if the RVs will be able to go in and out.

Mr. Daul stated that they have tested the largest RV and that they had no difficulty. He further stated that there will be full access around the building and that the RVs are shorter wheel based and easier to turn.



Commissioner Cortez stated that the street is curved and suggested some type of signage or there will be issues.

Mr. Daul stated that they did not have jurisdiction regarding signage on the road.

Commissioner Mallers stated that there are presently a lot of vehicles that use the street now and a landscaping company there as well with a lot of larger vehicles. He questioned what type of business they are proposing.

The petitioner stated that they will be selling old RV units and rentals. She stated that there will be no repairs on site and that they will be open spring to fall from 9-5 Monday through Saturday and closed on Sunday. She further stated that they will be using the building for office space but updating the interior.

Chairperson Meyer questioned if there will be a mechanic on site.

The petitioner stated that they have a mechanic in Romeoville and that they will only be doing minor things like changing carpeting, repairing appliances, etc. and that they will use the building during the winter months.

Chairperson Meyer questioned if the 38 foot RV will make the turn.

Mr. Manning stated that there is room for a 37.5 feet. He stated that the street is under IDOT and that they will ask to widen it.

Commissioner Laratta stated that there are a lot of variations and maybes. He questioned if there would be refueling on site.

Mr. Daul stated that there will be no refueling on site and that the petitioner will operate as is. He stated that they wanted to show the City the phases and put up a wish list that is reasonable and respectful of Darien. He further stated that they wanted to layout all of the variations for the ultimate build out.

Commissioner Mallers stated that the motion could include "subject to approval".

Commissioner Kiefer stated that there is not a lot that can be done with that piece of property and that some of the variations are reasonable requests. He also stated that the pickup and drop off would not conflict too much with traffic.

Commissioner Mallers questioned the timing of the proposal.

Mr. Daul stated that they are setting the ultimate build out 5-15 years but that the owners would like to accelerate it.

Commissioner Mallers questioned the number of employees. The petitioner stated that presently she is working by herself but that she is anticipating one or two more employees.

Commissioner Gay questioned signage and the asphalt parking lot.

Mr. Daul stated that they are complying with the signage requirements and that the parking will be bituminous.

Commissioner Laratta stated that he was still uncomfortable with the variations.

Mr. Daul stated that they looked at the existing use of the parcel and that you take the good with the bad. He stated that they will end up with a very small parcel and will be in full compliance and feel that aesthetically it will work.

At 7:53 pm Chairperson Meyer opened the meeting to anyone wishing to present public comment.

Mr. Rich Venom stated that he lives in the Mystic Trace townhomes. He stated that with the hotel there is unbelievable traffic on Frontage Road. He suggested that the City and petitioner look into an activated stop light.

Mr. Manning stated that IDOT places stop lights where warranted.

Mr. Paul Schoenbeck, 1000 N. Frontage Road stated that he owns the business in the NW corner and that this proposal will be better than what is there now. Mr. Schoenbeck stated that he worked with IDOT and suggested adding curb and gutter. He further stated that there is a lot of traffic mostly on the weekend and suggested a three-way stop sign.

Mr. Schoenbeck stated that there is public storage in the area and that there are semi-trucks and contract vehicles constantly backing out.

Mr. Manning reported that the packet included a letter from the City Engineer Dan Lynch regarding the preliminary meeting with DuPage with regard to the wetlands. He stated that the County provided a verbal and that they will most likely approve and then adjust to widen the driveway.

There was no one else wishing to present public comment and Chairperson Meyer closed the public hearing at 8:03 p.m.

Commissioner Laratta stated that there are three governing bodies that need to approve this proposal and adding more conditions adds more of a road block.

**Commissioner Laratta made a motion and it was seconded by Commissioner Mielkus to approve petition PZC 2016-10 for B-3 zoning, special use, and variations as presented based on findings of fact in regards to the Zoning Map Amendment Standards, the Special Use Standards, and the Variation Authority and Standards; subject to:**

- 1. Conditional re-design of the site plan to widen the driveway to 24 feet**
- 2. Conditional increase the turning radius of the driveway at the street to at least 27.6 feet pending review and approval by IDOT**
- 3. Conditional lengthening the RV parking stalls to 38 feet**
- 4. Conditional pending review and approval of storm water and wetland plans by DuPage County**
- 5. Conditional pending review and approval of the well and septic plans by DuPage County**
- 6. Conditional pending review and approval of final engineering plans by the City**

**Upon roll call vote, THE MOTION CARRIED UNANIMOUSLY 8-0. Commissioner Ritzert was not present.**

Mr. Manning reported that this would be forwarded to the Municipal Services Committee on Monday, September 26th at 6:30 p.m.

**CORRESPONDENCE**

None.

**NEW BUSINESS**

None.

**MINUTES**

**Commissioner Kiefer made a motion and it was seconded by Commissioner Mielkus to waive the reading of the June 15, 2016 Regular Meeting Minutes.**

**Upon roll call vote, the motion CARRIED UNANIMOUSLY 8-0. Commissioner Ritzert was not present.**

**Commissioner Kiefer made a motion and it was seconded by Commissioner Mallers to approve the June 15, 2016 Regular Meeting Minutes.**

**Upon roll call vote, the motion CARRIED UNANIMOUSLY 8-0. Commissioner Ritzert was not present.**

**NEXT MEETING**

Mr. Manning announced that the next meeting is scheduled for Wednesday, September 21, 2016 at 7:00 p.m.

**ADJOURNMENT**

**With no further business before the Commission, Commissioner Mallers made a motion and it was seconded by Commissioner Gay. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:20 p.m.**

**RESPECTFULLY SUBMITTED:**

**APPROVED:**

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**Elizabeth Lahey  
Secretary**

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**Beverly Meyer  
Chairman**



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

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**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AND DEVELOPMENT AGREEMENT**

**(PZC 2016-10: 17W615 N. Frontage Road)**

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

**THIS 6<sup>TH</sup> DAY OF NOVEMBER, 2017**

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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 November, 2017.**

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

**AN ORDINANCE AUTHORIZING THE EXECUTION  
OF AN ANNEXATION AND DEVELOPMENT AGREEMENT**

**(PZC 2016-10: 17W615 N. Frontage Road)**

**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: AUTHORIZATION.** The Mayor and City Clerk are hereby authorized  
and directed to execute and attest a certain Annexation and Development Agreement attached  
hereto as [Exhibit A](#) and made a part hereof.

**SECTION 2: RECORDATION.** The City Clerk is hereby authorized and directed to  
cause a certified copy of this Annexation and Development Agreement, or a memorandum thereof,  
to be recorded in the Office of the DuPage County Recorder of Deeds.

**SECTION 3: EFFECTIVE.** This Ordinance shall be in full force and effect from and  
after its passage and approval, and shall subsequently be published in pamphlet form as provided  
by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

ATTEST:

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

APPROVED AS TO FORM:

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





## EXHIBIT A

### **ANNEXATION AND DEVELOPMENT AGREEMENT**

**(PZC 2016-10: 17W615 N. Frontage Road)**

This Annexation and Development Agreement is entered into by and between the City of Darien, DuPage County, an Illinois home rule municipal corporation ("City") and Zach Radovan and Renata Zach, 169 Glendale Drive, Bolingbrook, IL 60440 ("Developer").

#### **RECITALS**

A. Developer is the contract purchaser of approximately 1 acre of land legally described on [Exhibit 1](#), attached hereto and made a part hereof (the "Unincorporated Parcel").

B. The Unincorporated Parcel is contiguous to the City of Darien within the meaning of 65 ILCS 5/7-1-1.

C. There are no electors residing on the Unincorporated Parcels.

D. Owner/Developer has petitioned the City for annexation and the necessary forms of relief in order to develop the Subject Property for a motor home sales and rental development including rezoning, special use, and site development plan approval with variations from the Zoning Ordinance. The Subject Property will be zoned B-3 General Business District.

E. Pursuant to notice published as required by law, the Darien Planning & Zoning Commission has conducted a public hearing to consider the proposed rezoning, special use, and site development plan for the Subject Property. The Commission has recommended in favor of the petition subject to the fulfillment of certain conditions and limitations.

F. Pursuant to notice published as required by law, the City Council conducted a public hearing on this proposed Agreement on November 6, 2017.

G. The Corporate Authorities of the City have determined that the development of the Subject Property in accordance with the terms of this Agreement is reasonable and will promote the sound and orderly growth of the City.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**SECTION 1: Incorporation of Recitals.** The recitals set forth hereinabove are incorporated as if fully set forth herein.

**SECTION 2: Zoning.** Upon annexation of the Unincorporated Parcel, the City shall promptly adopt an ordinance rezoning the Subject Property to B-3 General Business District, granting Special Use approval for motor home sales and rental, and approval of the preliminary site plan.

**SECTION 3: Site Development Plan.** The development of the property shall be in substantial conformance with the following:

- (A) Boundary & Topographic Survey, prepared by Morris Engineering, dated 2/24/16, as shown on [Exhibit 2](#).
- (B) Plat of Annexation, prepared by Morris Engineering, date received 10/30/17, as shown on [Exhibit 3](#).
- (C) Site Development Plan, prepared by Morris Engineering, revised 3/10/17 as shown on [Exhibit 4](#).

**SECTION 4: Stormwater Management:** The Developer shall improve the Subject Property for a stormwater management facility and wetlands conservation area in accordance with the final plans approved by the City. Stormwater easements shall be granted to the City. The Developer, its successors and assigns, shall be responsible for any and all maintenance and repair



of the management facility.

The City shall retain the right, but not the responsibility, to enter upon that portion of the Subject Property improved with stormwater management facilities, for the purposes of maintenance and repair in the event a default by Owner/Developer, its successors and assigns. The City's maintenance and repair costs, together with an additional ten percent (10%) of said costs, shall operate as a lien against the Subject Property. The Owner/Development shall grant to the City the necessary easements for this purpose.

**SECTION 5: City's Conditions.** Development of the Subject Site shall conform to the following additional requirements:

(A) Final approval of a permit to be issued by the Illinois Department of Transportation (IDOT), which shall be in substantial conformance with the IDOT letter sent to Morris Engineering, dated 12/4/16, as shown on [Exhibit 5](#).

(B) Final approval of a Stormwater Management permit to be issued by the City of Darien, which shall be in in substantial conformance with the letter received from the DuPage County Stormwater Management Department, dated 7/11/17, as shown on [Exhibit 6](#).

(C) The engineering review letter from Daniel Lynch of Christopher B. Burke Engineering, dated 8/22/17, as shown on [Exhibit 7](#).

(D) The Fire Protection review email from David D. Zalesiak, Tri-State Fire Protection District, dated 9/6/16, as shown on [Exhibit 8](#).

**SECTION 6: Approved Variations.** The development of the Subject Property shall be subject to the requirements set forth in the City Code Sections, except for the following.

(A) Section 5A-8-4-6: Lot area reduced from 6 acres to 1 acre.

(B) Section 5A-8-4-8 (B)1(a): West side yard of principal building reduced from 40 feet to 27.5 feet.

(C) Section 5A-8-4-8 (B)1(2): Side yard of parking reduced from 20 feet to 10 feet.

(D) Section 5B-8-4-8 (C): East side yard of accessory building reduced to 15 feet where 40 feet is otherwise required.

(E) Section 5A-5-9-5: Size of accessory building increased from 800 square feet to 2400 square feet.

(F) Section 5A-11-2-1(F)7: Barrier curbs shall not be required in the parking.

(G) Section 5A-11-3 (B)1(c): West side setback of the driveway reduced from 20 feet to 12 feet.

(H) Section 5A-10-5 (A): Front lot landscaping materials reduced from 513 points to zero points.

(I) Section 5A-10-5 (B): Side and rear lot perimeter landscaping materials reduced to from 5,255 to 2,540 points.

(J) Section 5A-10-6 (A): Parking perimeter trees reduced from 2 trees to zero trees. Parking perimeter shrubs reduced from 85 shrubs to 47.

(K) Section 5A-10-7(A)1: Principal building foundation planting bed reduced from 5 feet wide to 5 feet wide.

(L) Section 5A-10-7(A)2: Reduce the trees in the foundation planting bed to zero.

**SECTION 7: Term of Agreement.** This Agreement shall be valid for a period of f 20 years up to and including \_\_\_\_\_, 2037.

**SECTION 8: Remedies/Notice/Litigation.** Upon a breach of this Agreement, any of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may

secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform and shall demand performance. No breach of this Agreement may be found to have occurred if performance is commenced within thirty (30) days of receipt of such notice; provided, however, that nothing in this Agreement shall be deemed to obligate Owner/Developer, its successors or assigns, to develop the Subject Property in any way.

If any of the Parties shall fail to perform any of its obligations hereunder, and the party affected but such default shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same) then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorneys' fees and litigation expenses) incurred by it in connection with action taken to cure such default.

The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

If the performance of any covenant to be performed hereunder by a Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of God, war, acts of civil disobedience, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay.

In the event any litigation is filed during the term of this Agreement against the City, its officers or employees, contesting or attacking the validity or legality of the Agreement, or any part thereof, or the Annexation, the City agrees to defend the legality of the Agreement, the Annexation and the rezoning provided that Owner/Developer agrees to defend and protect the City, its officers and employee and hold them harmless from any costs and expenses in such litigation. Owner/Developer reserves the rights to:

(i) Subject to the mutual agreement of the City, determine which attorney will appear and defend such litigation, if any, and;

(ii) Terminate the litigation at any time upon notice to the City provided that Owner/Developer enters into an agreed order with the plaintiff to terminate the litigation with no liability to the City and pay all City costs and expenses related to the litigation up to that point. In the event the City elects to continue the litigation, it will do so at its sole cost and expense.

**SECTION 9: Amendment.** The parties agree that this Agreement may be amended only by mutual consent of the parties, by the adoption of an ordinance of the City approving said amendment as provided by law, and the execution of said amendment by the parties or their successors in interest. However, only the written approval of the City and the Owner(s) in interest of the Subject Property affected by such amendment shall be required.

**SECTION 10: Certificates of Occupancy.** The City shall issue a certificate of occupancy to Owner/Developer within five (5) working days of application therefore, or issue a letter of denial

within said period informing Owner/Developer specifically as to what corrections are necessary as a condition to the issuance of a certificate and quoting the section of any applicable code, ordinance or regulation relied upon by the City in its request for correction. Owner/Developer's inability, due to adverse weather conditions, to install the final surface courses on private drives, parking lots, service walks, public sidewalks, stoops, landscaping and final grading, shall not delay the issuance of a temporary certificate of occupancy. The City shall have the right to require the posting of security, on issuance of such conditional certificate of occupancy, in order to ensure the completion of such uncompleted items.

**SECTION 11: Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.

**SECTION 12: Conflicts/Less Restrictive Regulations.** To the extent of any conflict, ambiguity or inconsistency between the terms, provisions or standards contained in this Agreement and the terms, provisions or standards, either presently existing or hereafter adopted, of the City Code, the Zoning Ordinance, the Subdivision Control Ordinance, as hereinafter identified, or any other City code, ordinance or regulation, the terms, provisions and standards of this Agreement shall govern and control.

**SECTION 13: Entire Agreement.** This Agreement supersedes all prior agreements, negotiations and Exhibits and is a full integration of the entire agreement of the parties.

**SECTION 14: Survival.** The provisions contained herein shall survive the annexation of the Subject Property and shall not be merged or expunged by the annexation of the Subject

Property or any part thereof to the City.

**SECTION 15: Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the Owner/Developer and his respective successors, grantees, lessees, and assigns, and upon the City and any successor Corporate Authorities of the City and successor municipalities.

**SECTION 16: Notice.** Any notice or demand hereunder from any party hereto to another party hereto shall be either hand delivered or in writing and shall be deemed duly served if mailed by prepaid certified mail, return receipt requested or sent via overnight courier as follows:

If to the City:                   City of Darien  
  1702 Plainfield Road  
  Darien, Illinois 60561

With a copy to:                 John B. Murphey  
  Rosenthal, Murphey & Coblenz  
  30 North LaSalle, Suite 1624  
  Chicago, IL 60602

If to Developer:                 Zach Radovan and Renata Zach  
  169 Glendale Drive  
  Bolingbrook, IL 60440

Notice shall be deemed received, in the case of hand delivery, when actually received; in the case of certified mail, five (5) days after deposit with the U.S. Postal Service; and in the case of overnight courier, the day following deposit with the courier.

**SECTION 17: Mutual Assistance.** The parties shall do all things reasonably necessary or appropriate to carry out and expedite the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and

the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of this Agreement and the intentions of the parties as reflected by said terms. Owner/Developer and City agree to promptly execute all permit applications needed by Owner/Developer for permits for any applicable sanitary district, the Illinois Environmental Protection Agency, the US Army Core of Engineers, the DuPage County Division of Transportation, the Illinois Department of Transportation or any other public or private agencies from whom a permit is required provided that such permit applications are prepared in accordance with applicable requirements and the parties each other further agree to cooperate in the securing of such permits from such agencies.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**CITY OF DARIEN,  
an Illinois municipal corporation**

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Its: City Clerk

**Developer**

By: \_\_\_\_\_



**EXHIBIT 1**

THE WEST HALF (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF TRACT 1, EXCEPT THAT PART OF TRACT 1 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WESTERLY LINE OF TRACT 1 AT A POINT 20.0 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 1 AND EXTENDS TO THE SOUTHEAST CORNER OF TRACT 1 OF DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT #11 OF PART OF TRACT 5 OF DOWNERS GROVE TOWNSHIP SUPERVISORS PLAT #6, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER SECTION 34; THEN WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 601.24 FEET; FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 972.87 FEET; THENCE NORTH 0 DEGREES 32' EAST A DISTANCE OF 1530.0 FEET TO THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66); THENCE NORTH 77 DEGREES 21' EAST ALONG THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66) A DISTANCE OF 977.35 FEET; THENCE SOUTH 0 DEGREES 08' EAST A DISTANCE OF 1742.33 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

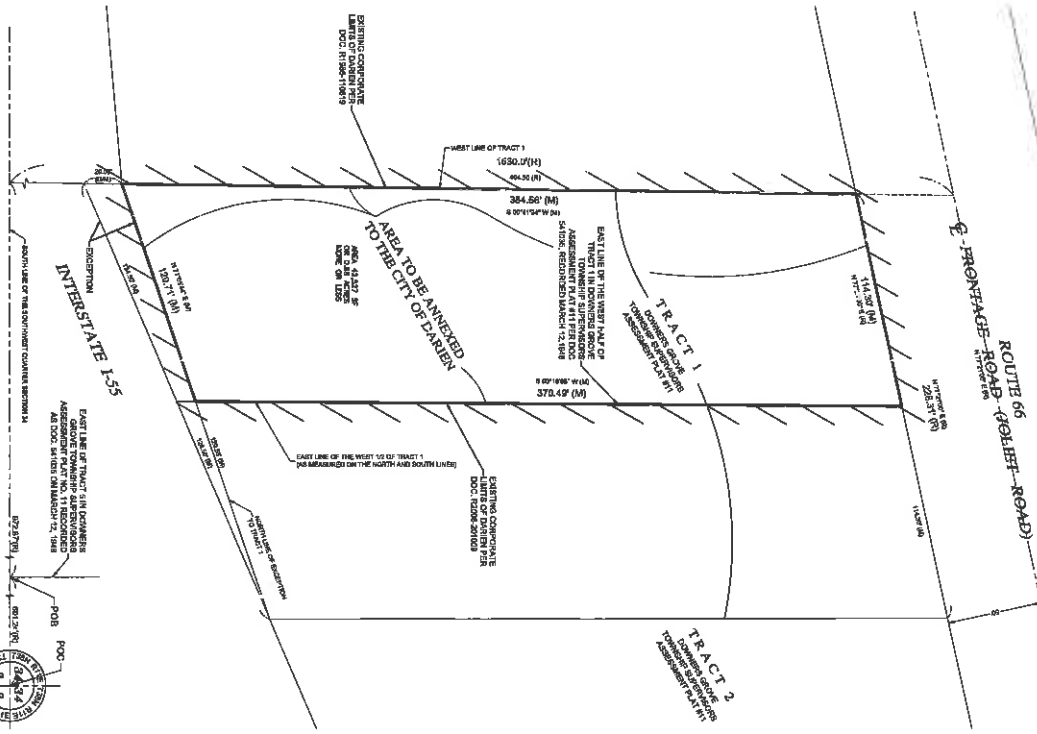
PIN: 09-34-302-007







MAP OF SHOWING  
SOUTHLY RIGHT OF WAY LINE  
FROM EXISTING RECORD  
PLAT NO. 177179-0-01



Moris Engineering, Inc.  
Civil Engineering - Consulting  
1515 N. Main Street  
Lawton, Oklahoma 73502  
Phone: (580) 271-1233  
Fax: (580) 271-1234  
www.moriseng.com

City of Daren  
Community Development  
OCT 30 2017  
Received

PLAT OF ANNEXATION  
TO THE CITY OF DAREN

LEGEND  
Dashed line: Existing Easement  
Solid line: Assessed Lot Lines  
Dotted line: Partial Easement  
Dashed line: County Line  
Dotted line: Section Line  
Dashed line: Corner Line

NOTES  
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS.  
2. THESE LOTS ARE NOT SUBJECT TO ANY EASEMENTS OR INTERESTS IN LAND NOT SHOWN ON THIS PLAT.  
3. HEREON ARE SHOWN ALL EASEMENTS AND INTERESTS IN LAND NOT SHOWN ON THIS PLAT.  
4. THE CITY OF DAREN HAS REVIEWED THIS PLAT AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT THE PLAT COMES WITHIN THE POWER OF THE CITY OF DAREN TO ANNEX SUCH LAND TO THE CITY OF DAREN, OKLAHOMA COUNTY, ALABAMA.

GENERAL ASSUMPTIONS AND CERTIFICATIONS  
I, LANDOWNER, CERTIFY THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT I HAVE THE AUTHORITY TO MAKE THIS ANNEXATION. I HAVE REVIEWED THE PLAT AND HAVE DETERMINED THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT AND THAT THE PLAT COMES WITHIN THE POWER OF THE CITY OF DAREN TO ANNEX SUCH LAND TO THE CITY OF DAREN, OKLAHOMA COUNTY, ALABAMA.

STATE OF ALABAMA  
COUNTY OF DAVENPORT  
I, \_\_\_\_\_, Mayor of the City of Daren, Davenport County, Alabama, do hereby certify that the information contained on this plat is true and correct and that the plat comes within the power of the City of Daren to annex such land to the City of Daren, Davenport County, Alabama.

STATE OF ALABAMA  
COUNTY OF DAVENPORT  
I, \_\_\_\_\_, Mayor of the City of Daren, Davenport County, Alabama, do hereby certify that the information contained on this plat is true and correct and that the plat comes within the power of the City of Daren to annex such land to the City of Daren, Davenport County, Alabama.

STATE OF ALABAMA  
COUNTY OF DAVENPORT  
I, \_\_\_\_\_, Mayor of the City of Daren, Davenport County, Alabama, do hereby certify that the information contained on this plat is true and correct and that the plat comes within the power of the City of Daren to annex such land to the City of Daren, Davenport County, Alabama.



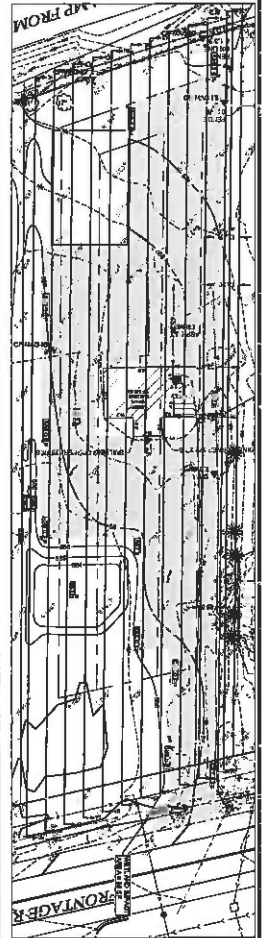
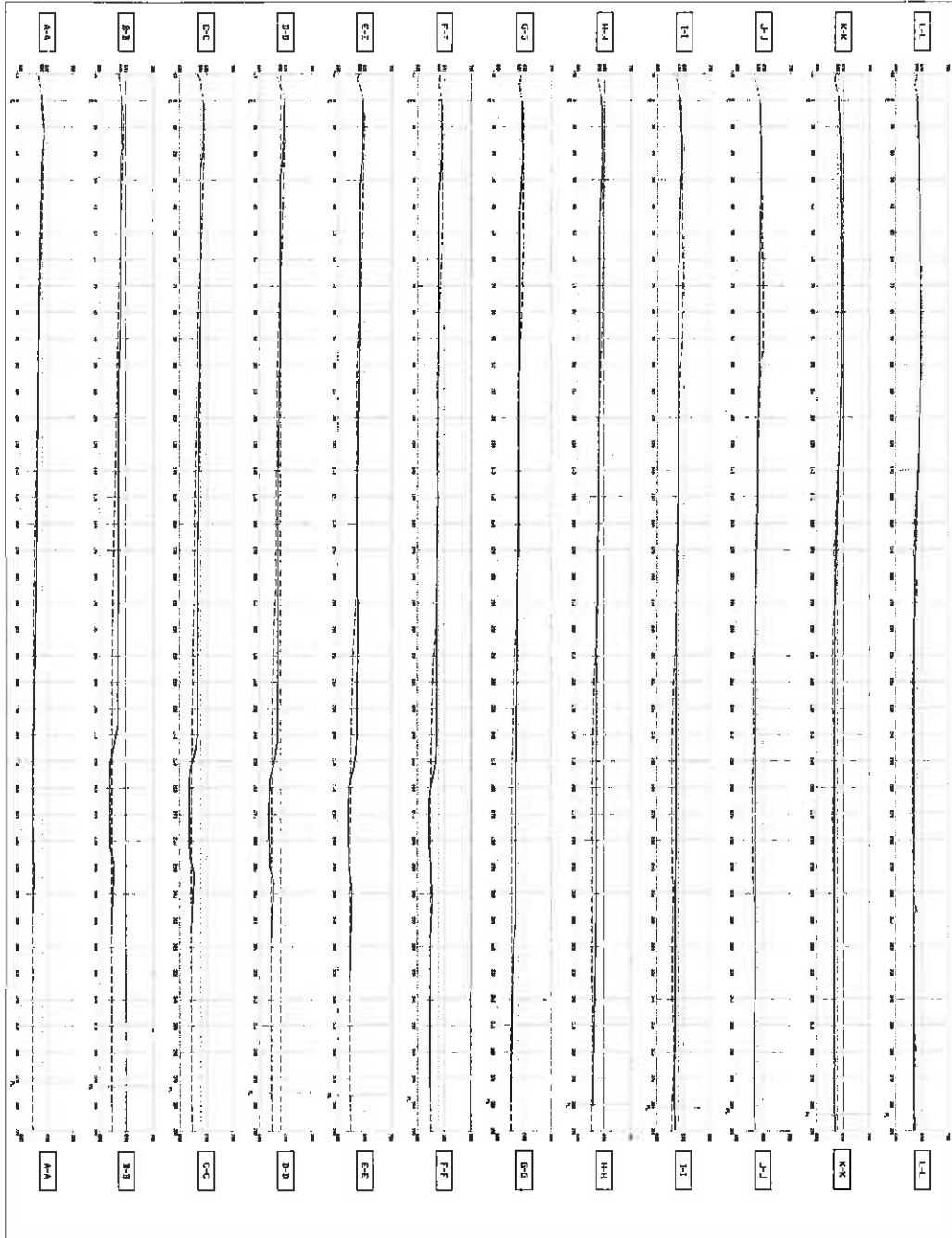
PLAT NO. 177179-0-01











**CROSS SECTIONS**

SCALE: 1"=20'

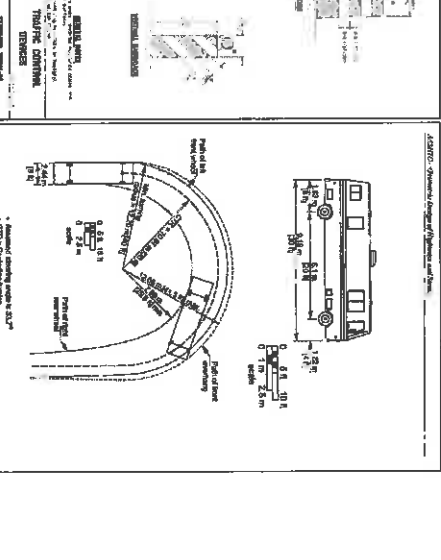
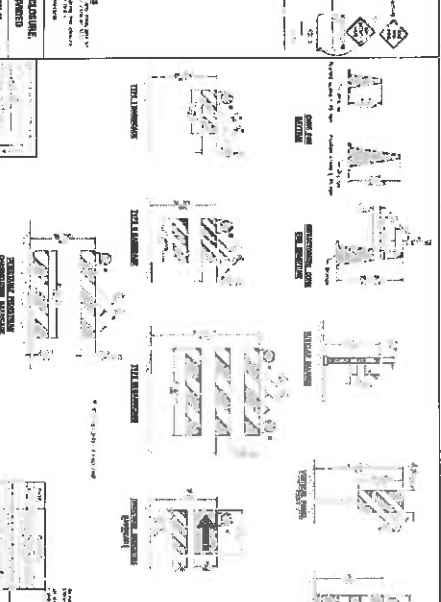
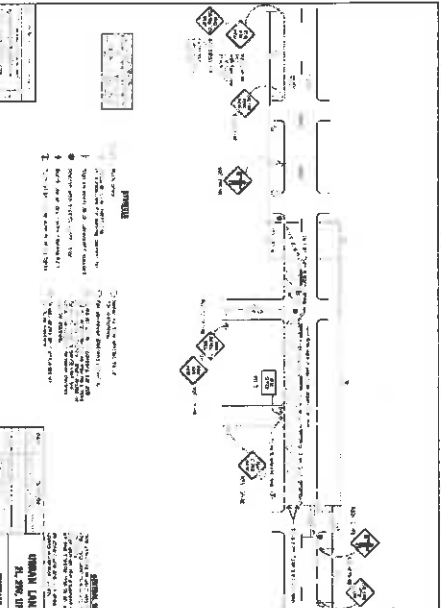
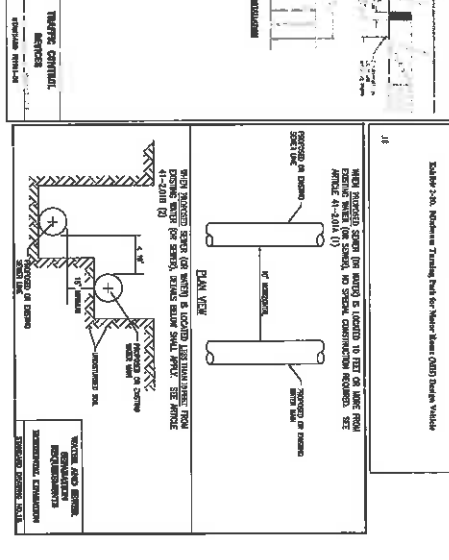
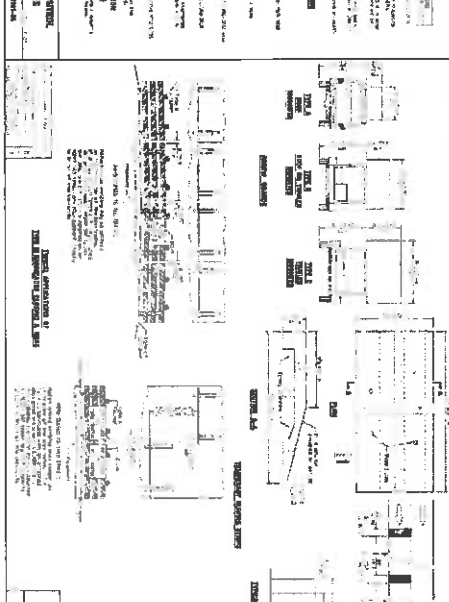
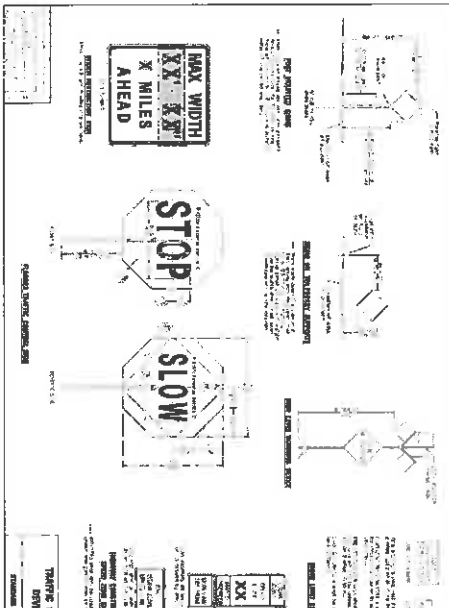
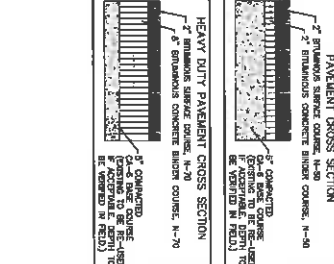
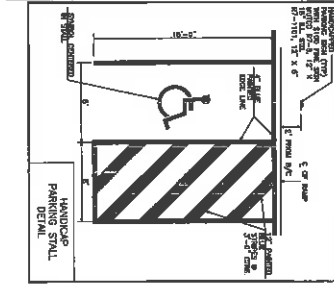
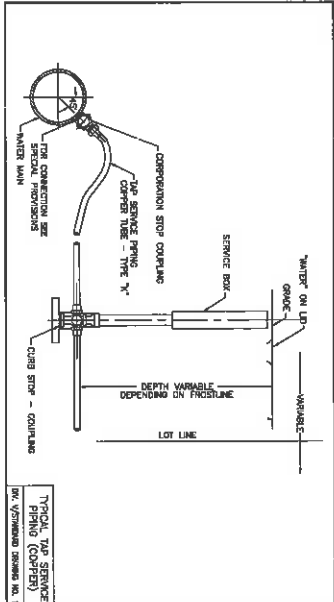
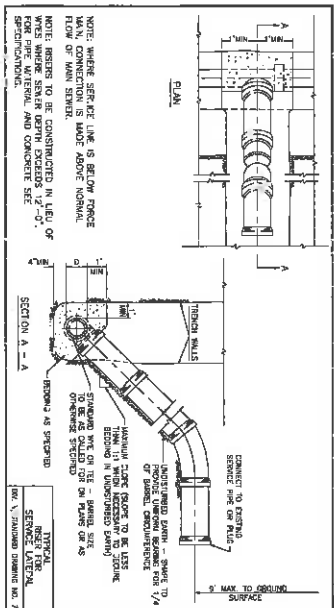
DATE	BY	CHKD	APP'D
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL
01/21/16	JL	JL	JL



**Morris Engineering, Inc.**  
 Civil Engineering + Consulting  
 Land Surveying  
 616 Warmwater Road, Liao, IL 60632  
 Phone: (830) 271-0770  
 Survey: (830) 271-0770  
 Fax: (830) 271-0774  
 Website: www.mei.com

CROSS SECTIONS	
17 W 615 NORTH FRONTAGE ROAD DARIEN, ILLINOIS	

NO.	DATE	REVISION
1	01/21/2014	ISSUED FOR RAPRA COUNTY STORMWATER DESIGN
2	01/15/2016	REVISED PER COMMENTS RECEIVED FROM DAFRA
3	01/14/2016	REVISED PER COMMENTS RECEIVED FROM DAFRA
4	01/14/2016	REVISED PER COMMENTS RECEIVED FROM DAFRA
5	01/29/2016	REVISED PER COMMENTS RECEIVED FROM DAFRA
6	01/24/2017	REVISED PER COMMENTS RECEIVED FROM DAFRA COUNTY AND DOT
7	02/16/2017	REVISED PER COMMENTS RECEIVED FROM DAFRA COUNTY AND DOT



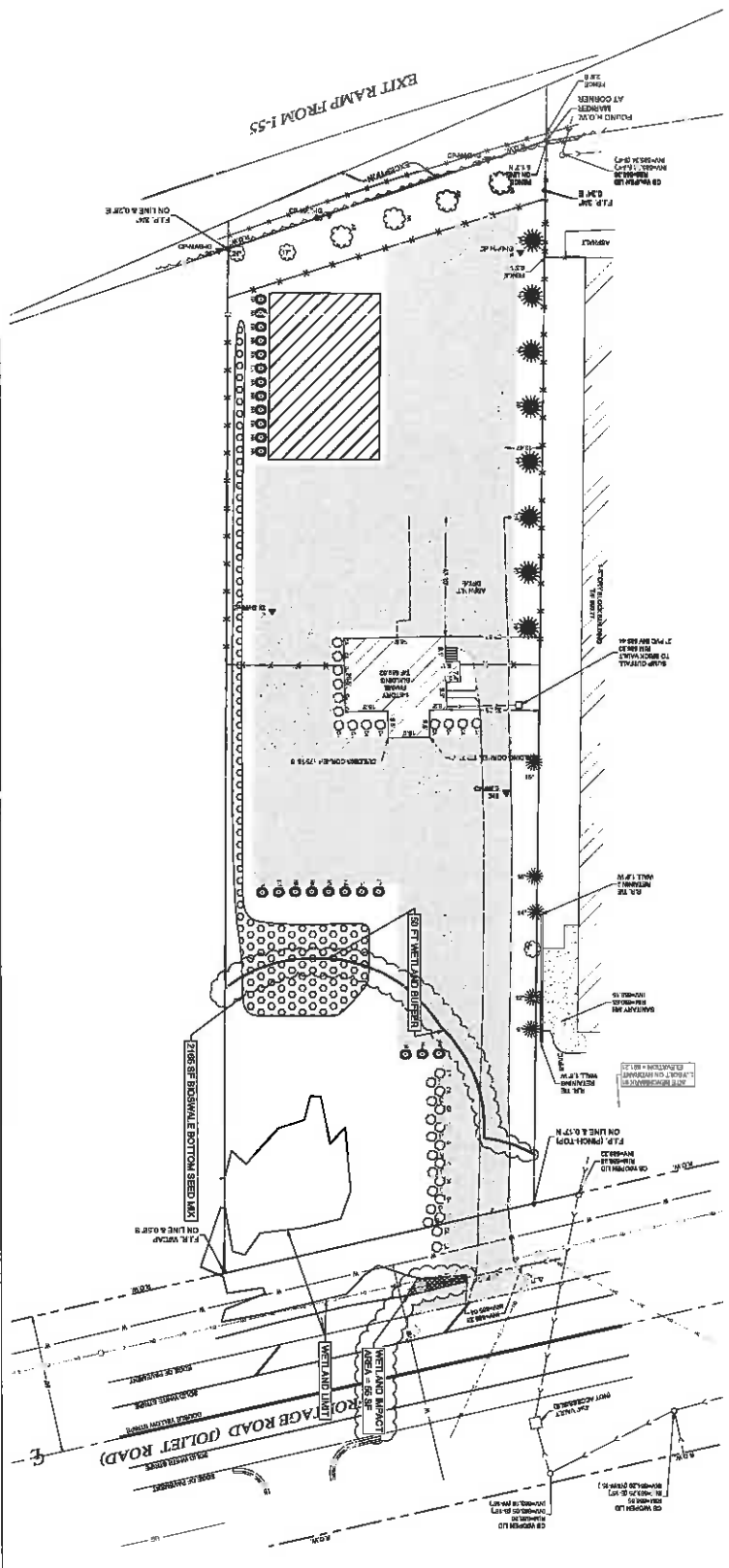
**Morris Engineering, Inc.**  
 CMI Engineering - Consulting  
 Land Surveying  
 515 Westerville Road, Suite 111, 60252  
 Phone: (630) 271-0770  
 855-12-0200 Toll-Free  
 FAX: (630) 271-0774  
 Website: www.medi.com

**DETAILS**  
 17 W 615 NORTH FRONTAGE ROAD  
 DARIEN, ILLINOIS

NO.	DATE	DESCRIPTION
1	02/17/2018	ISSUED FOR PERMITS
2	06/15/2018	REVISED PER COMMENTS RECEIVED FROM DARIEN
3	08/17/2018	REVISED PER COMMENTS RECEIVED FROM DARIEN
4	09/26/2018	REVISED PER COMMENTS RECEIVED FROM DARIEN
5	01/26/2017	REVISED PER COMMENTS RECEIVED FROM DARIEN COUNTY AND DOT
6	03-07-2017	REVISED PER COMMENTS RECEIVED FROM DARIEN COUNTY AND DOT



# LANDSCAPE PLAN



**PLANT SCHEDULE**

NO.	QTY	SYMBOL	PLANT NAME	PLANT SIZE	PLANT TYPE
1	1	(Symbol)	...	...	...
2	2	(Symbol)	...	...	...
3	3	(Symbol)	...	...	...
4	4	(Symbol)	...	...	...
5	5	(Symbol)	...	...	...
6	6	(Symbol)	...	...	...
7	7	(Symbol)	...	...	...
8	8	(Symbol)	...	...	...
9	9	(Symbol)	...	...	...
10	10	(Symbol)	...	...	...
11	11	(Symbol)	...	...	...
12	12	(Symbol)	...	...	...
13	13	(Symbol)	...	...	...
14	14	(Symbol)	...	...	...
15	15	(Symbol)	...	...	...
16	16	(Symbol)	...	...	...
17	17	(Symbol)	...	...	...
18	18	(Symbol)	...	...	...
19	19	(Symbol)	...	...	...
20	20	(Symbol)	...	...	...
21	21	(Symbol)	...	...	...
22	22	(Symbol)	...	...	...
23	23	(Symbol)	...	...	...
24	24	(Symbol)	...	...	...
25	25	(Symbol)	...	...	...
26	26	(Symbol)	...	...	...
27	27	(Symbol)	...	...	...
28	28	(Symbol)	...	...	...
29	29	(Symbol)	...	...	...
30	30	(Symbol)	...	...	...
31	31	(Symbol)	...	...	...
32	32	(Symbol)	...	...	...
33	33	(Symbol)	...	...	...
34	34	(Symbol)	...	...	...
35	35	(Symbol)	...	...	...
36	36	(Symbol)	...	...	...
37	37	(Symbol)	...	...	...
38	38	(Symbol)	...	...	...
39	39	(Symbol)	...	...	...
40	40	(Symbol)	...	...	...
41	41	(Symbol)	...	...	...
42	42	(Symbol)	...	...	...
43	43	(Symbol)	...	...	...
44	44	(Symbol)	...	...	...
45	45	(Symbol)	...	...	...
46	46	(Symbol)	...	...	...
47	47	(Symbol)	...	...	...
48	48	(Symbol)	...	...	...
49	49	(Symbol)	...	...	...
50	50	(Symbol)	...	...	...

Plant	Quantity	Plant Name	Plant Size	Plant Type
1	1	...	...	...
2	2	...	...	...
3	3	...	...	...
4	4	...	...	...
5	5	...	...	...
6	6	...	...	...
7	7	...	...	...
8	8	...	...	...
9	9	...	...	...
10	10	...	...	...
11	11	...	...	...
12	12	...	...	...
13	13	...	...	...
14	14	...	...	...
15	15	...	...	...
16	16	...	...	...
17	17	...	...	...
18	18	...	...	...
19	19	...	...	...
20	20	...	...	...
21	21	...	...	...
22	22	...	...	...
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39	39	...	...	...
40	40	...	...	...
41	41	...	...	...
42	42	...	...	...
43	43	...	...	...
44	44	...	...	...
45	45	...	...	...
46	46	...	...	...
47	47	...	...	...
48	48	...	...	...
49	49	...	...	...
50	50	...	...	...

**APPENDIX B - PERFORMANCE STANDARDS**

**TABLE 1. DIFFERS WETLAND BUFFER, STEWARDSHIP, STABILIZATION AND NATIVE PLANTED TREES (See Footnote 1)**

Year	Native Plant Species	Native Plant Species	Native Plant Species	Native Plant Species	Native Plant Species
Year 1	No ungrazed areas	10%	10%	10%	10%
Year 2	No ungrazed areas	25%	25%	25%	25%
Year 3	No ungrazed areas	75%	75%	75%	75%

**MEI**  
 Morris Engineering, Inc.  
 Civil Engineering - Consulting  
 Land Surveying  
 515 Wauernville Road, Lake, IL 60152  
 Phone: (815) 271-0770  
 Fax: (815) 271-0774  
 Website: www.mei4.com

**LANDSCAPE PLAN**  
 17 W 615 NORTH FRONTAGE ROAD  
 DARIEN, ILLINOIS

DATE	DESCRIPTION
11/14/2016	REVISED PER COMMENTS RECEIVED FROM DAREN
10/15/2016	REVISED PER COMMENTS RECEIVED FROM DAREN
09/16/2016	REVISED PER COMMENTS RECEIVED FROM DAREN
08/23/2016	REVISED PER COMMENTS RECEIVED FROM DAREN
07/27/2017	REVISED PER COMMENTS RECEIVED FROM DUPAGE COUNTY AND DSI
03/27/2017	REVISED PER COMMENTS RECEIVED FROM DUPAGE COUNTY AND DSI







# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

## PERMITS

Location: I-55 N Frontage Road (Joliet Rd.) E/O Cass Avenue  
Municipality: City of Darien, DuPage County  
Re: Driveway Modifications (17W615 N. Frontage Rd.)  
Reference No.: 022-73785

RECEIVED

DEC 19 2016

MORRIS ENGINEERING, INC

December 14, 2016

Mr. Steven Daul, P.E.  
Morris Engineering, Inc.  
515 Warrenville Road  
Lisle, IL 60532

Dear Mr. Daul:

We have completed our review of your engineering plans for the subject location. Our comments are marked in red on the enclosed plan set, which must be returned with your next submittal, and are detailed below:

1. Clearly show and label State right of way lines on all plan sheets.
2. The proposed improvements are difficult to discern from the existing; as such, please lighten the existing layers, and darken the proposed layers.
3. Separate your Geometric Plan from your Grading Plan and Utility Plan, as the proposed improvements are not clear.
4. Dimension the SF, LF of all items to be removed and/or replaced on your *Demolition Plan* sheet.
5. It appears the proposed driveway widening encroaches upon the neighboring property to the west; as such, either redesign the driveway per the enclosed detail or complete and return a signed and executed copy of the enclosed *Lot Line Agreement* for all parties involved.
6. There is an existing power pole within your proposed driveway widening; revise your plans to avoid this utility.
7. Provide the materials and thicknesses used for the driveway modifications, which must be in accordance with the enclosed IDOT specifications.
8. Dimension the proposed width of the modified access driveway, radii of the flares, and any other pertinent information needed for construction.
9. Add a note to your plans stating that any existing pavement markings damaged during construction shall be replaced to the satisfaction of the Engineer.
10. Add a note to your plans stating that the existing IDOT fence abutting I-55 shall be replaced to the satisfaction of the Engineer if damaged during construction.
11. Provide cross sections along the frontage of your site every 50' extending at least 25' past the State right of way line.
12. Include IDOT Highway Standard 701501 in your plans.


Location: I-55 N Frontage Road (Joliet Rd.) e/o Cass Avenue  
December 14, 2016  
Page 2

Please revise your plans in accordance with the above comments and resubmit two (2) revised 11"x17" copies along with a written disposition to all comments to continue the review process.

If you have any questions regarding this matter, please contact Jonathan Karabowicz at (847) 705-4149.

Very truly yours,

John A. Fortmann, P.E.  
Region One Engineer

By:   
Thomas G. Gallenbach, P.E.  
Traffic Permit Engineer

cc: Reading File



**DUPAGE**

Watershed  
Management

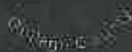
Water  
Quality

Floodplain  
Map Act

Regulatory  
Services

Flood Operations  
& Emergency Services

Love . . . Live



## STORMWATER MANAGEMENT

630-407-6700  
stormwatermgmt@dupageco.org

www.dupageco.org/swm

July 11, 2017

Mr. Steve Manning and Mr. Dan Gombac  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

RE: Authorization for Stormwater Management Certification Application No. 16-12-0006  
(DuPage County Tracking No. T52087)  
R&R Motor Home Rental – 17W615 Frontage Road  
Incorporated Darien, DuPage County, Illinois

PPN: 09-34-302-007

USACE LRC No: 2017-315

Dear Mr. Manning and Mr. Gombac:

DuPage County Stormwater Management (DCSM) received a stormwater certification application/submittal from Morris Engineering, Inc. on behalf of Zach Radovan for the construction of site improvements at an RV rental company located north of I-55, south of Joliet Road, east of Cass Avenue, and west of Clarendon Hills Road, in the corporate limits of the City of Darien, DuPage County, Illinois. Work includes the construction of new paved parking areas, a building pad for a future maintenance building, a PCBMP bioswale, a compensatory storage bio-retention pond, sediment and erosion control measures, and all associated grading and restoration.

Staff has completed its review of this application and hereby Authorizes the following documents for compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (CSFPO) for a development within a flood plain, wetland, or buffer:

1. Stormwater Management Certification Application, as assigned number 16-12-0006 (DuPage County Tracking No. T52087).
2. Stormwater report entitled "R&R Motor Home Rental, 17W615 North Frontage Road, Darien, Illinois" as prepared by Morrison Engineering, Inc. for Renata Zach and Zach Radovan, dated March 13, 2017.
3. Plan set entitled "Site Development Plan of 17 W 615 North Frontage Road, Darien, Illinois" as prepared by Morris Engineering, Inc., dated May 5, 2016, with latest revision dated March 10, 2017, consisting of nine (9) sheets.

July 11, 2017

RE: SW # 16-12-0006/T52087, R&R Motor Home Rental – 17W615 Frontage Road

Incorporated Darien, DuPage County, Illinois

Page 2 of 3

Be advised the City of Darien holds a partial waiver of enforcement status from the DuPage County Countywide Stormwater and Flood Plain Ordinance. As such, the City of Darien is responsible to review and approve applications for stormwater management issues. Therefore, for the above referenced development project, our office has only reviewed and provided Authorization relating to the floodway, flood plain, wetland, or buffer. All approvals pertaining to the stormwater management facilities and post construction best management practices shall be done by the City of Darien, unless requested otherwise

Based upon our Authorization of the above referenced documents, the City of Darien may commence issuance of Certifications for the above referenced development. As a reminder, it is the City of Darien's responsibility to enforce the provisions of the CSFPO, including, but not limited to, the following conditions:

**GENERAL CONDITIONS:**

1. Per Section 15-58.B of the CSFPO, temporary erosion and sediment control measures shall be functional and consistent with Article VII of the CSFPO and the NPDES Stormwater Permit in effect prior to land disturbance activities. Therefore, the developer shall notify the City of Darien and request/receive a site inspection of all required sediment and erosion control devices, prior to the commencement of construction activities.
2. Per Section 15-47.C of the CSFPO, an informational note acknowledging the presence of on-site wetlands, buffers, flood plains, or PCBMPs with drainage areas 1 acre or greater, shall be recorded against the title to alert all future owners and shall reference the Stormwater Management Certification number. This note shall be carried forward to titles on all affected properties in the event that the original property is subdivided.
3. Per Section 15-54.A.5, the developer shall grant the County, or Waiver Community, a temporary easement which authorizes, but does not obligate, the County, or Waiver Community, to access the development site to perform or complete any act or work the developer is required to do by the Stormwater Certification.
4. Per Section 15-27.C.3, site runoff storage and compensatory storage facilities shall be either constructed before or concurrently with general construction. The facilities shall be functional prior to or concurrent with any building construction that increases a site's total impervious area.
5. Per Section 15-40.A of the CSFPO, the requirement for Record Drawings (Section 15-47.B) applies to all developments that construct stormwater facilities, or include wetland, buffer or flood plain onsite. Therefore, upon construction of the development, as-built drawings of the site must be submitted to the City of Darien for review and approval. The as-built drawings must be prepared, signed and sealed by an Illinois registered land surveyor or professional engineer.

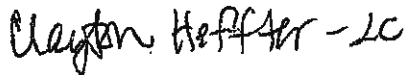
July 11, 2017

RE: SW # 16-12-0006/T52087, R&R Motor Home Rental – 17W615 Frontage Road  
Incorporated Darien, DuPage County, Illinois  
Page 3 of 3

6. Per Article VI "Performance Security and Easements", Section 15-54.A "General Security Requirements" of the CSFPO, the developer shall, prior to the issuance of a Stormwater Management Certification and in accordance with Section 15-40.D, post performance security. It is our understanding that the City of Darien will collect and maintain appropriate development securities as required by ordinance for the subject development. Please note that no less than **\$5,812.40** for wetland and buffer plantings must be retained by the City of Darien until written authorization to reduce this amount in accordance with the ordinance is granted by DuPage County.

Three (3) copies of the stormwater submittal, as authorized by our office, are enclosed for your use. Please forward one copy onto the developer at time of permit issuance.

Respectfully,



Clayton Heffter  
Stormwater Permitting Manager

CCH:lc

cc: Ron Abrant, USACE  
Zach Radovan, R&R RV Rentals, 169 Glendale Dr, Bolingbrook, IL 60440  
Arthur Dallner, c/o Judith Greiman, Trustee, 322 Thistle Dr, Bolingbrook, IL 60440  
Steven J. Daul, P.E., Morris Engineering, Inc., 515 Warrenville Rd, Lisle, IL 60532  
Clayton Heffter, Stormwater Permitting Manager, DCSM  
Jenna Fahey, Wetland Supervisor, DCSM  
Nick Assell, Wetland Specialist, DCSM  
David Winklebleck, P.E., Senior Project Engineer, DCSM  
Jessica Spurlock, P.E., Project Engineer, DCSM  
Kathy Huth-Nicholl, Division Assistant II, DCSM  
File SWP #16-12-0006 (DCSM Tracking No. T52087)



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

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

August 22, 2017

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Steve Manning

Subject: R & R Motor Home  
(CBBEL Project No. 950323 H196)

Dear Steve:

As requested, we have reviewed the site development plan for the aforementioned property prepared by Morris Engineering, Inc and dated March 10, 2017. The following comments must be addressed before we can recommend approval:

1. On sheet 3 in the calculation of Required BMP Volume, the volume must be based on the proposed impervious area of 24,624 square feet, not 21,088 square feet. Also, the volume provided must meet or exceed the calculated required volume.
2. There is no proposed outlet for the proposed BMP basin. If the intent is to rely on infiltration, provide soil borings with a calculation of permeability. It is noted the soil types present likely have limited infiltration capacity. If a pipe outlet is to be proposed, the storm water report must include a calculation of drain down time to demonstrate compliance with Section 15-64.C.3 of the County Ordinance.
3. On sheet 3 southwest of the existing house, the proposed 687.5 contour crosses the 688 contour. It also appears that water will be trapped west of the proposed pavement.
4. The draft floodplain maps show a proposed base flood elevation of 688 for this site. Raise the finished floor of the proposed maintenance building to 690 to meet the city code of the floor being two feet above the BFE. County policy is to elevate buildings based on the proposed BFE.
5. On sheet 6, change the fine amount from \$100 to \$250 on the Handicapped Parking Stall Detail.
6. On sheet 7, the notes for the Bioswale Seed Mix refer to sheet 6. This should refer to sheet 8.
7. On sheet 8, there is a column in the right half of the page which is mostly obscured.
8. With the proposed BMP basin, it is unlikely that the proposed seed will germinate and establish in standing water. Live plant plugs will likely be required.

9. Provide a Stormwater Submittal for the proposed project.
10. It is our understanding that the County has approved the wetland aspects of the project. Provide their approval in the Stormwater Submittal.
11. DuPage County Public Works approval is required for the sanitary sewer connection.
12. DuPage County Health Department approval is required for removal of the well and septic system.
13. IDOT approval is required for work in the Frontage Road right of way.
14. The proposed water service must be reviewed by the Plumbing Inspector for compliance with the Illinois Plumbing Code.

Please feel free to contact me if you have any questions or need to discuss these items in more detail.

Sincerely,



Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

**Steven Manning**

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**From:** Dave Zalesiak <dzalesiak@tristatefd.com>  
**Sent:** Tuesday, September 06, 2016 2:46 PM  
**To:** Steven Manning  
**Subject:** RE: R&R Motor Homes - 17W615 N. Frontage Road

Hello Steve

My name is Dave Zalesiak and I'm the Fire Marshal at Tri-State Fire District, we would have an issue with the drive being that small too, we would not be able to set up any of our trucks, plus we would be looking for at least 1 fire hydrant on the property, along with a Fire Alarm throughout any of the buildings will it have A.D.A. acceptance, and I don't know if it meets Sq. footage for a sprinkler system, along with other things can you please call me when you can.....630 392 3193

David D Zalesiak

**David D Zalesiak**

Fire Marshal

Tri-State Fire Protection District



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

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

**AN ORDINANCE ANNEXING CERTAIN  
PROPERTY TO THE CITY OF DARIEN  
(17W615 N. FRONTAGE ROAD)**

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

**THIS 6<sup>th</sup> DAY OF NOVEMBER, 2017**

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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 November, 2017.**

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

**AN ORDINANCE ANNEXING CERTAIN  
PROPERTY TO THE CITY OF DARIEN  
(17W615 N. FRONTAGE ROAD)**

**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 Owner of the property described on [Exhibit 1](#) attached hereto (the Subject Property) has filed a petition to annex the Subject Property to the City of Darien pursuant to 65 ILCS 5/7-1-8; and

**WHEREAS**, there are no electors residing on the Subject Property; and

**WHEREAS**, the Subject Property is located in unincorporated DuPage County and is contiguous to the City; and

**WHEREAS**, the Subject Property has a common address of 17W615 North Frontage Road; and

**WHEREAS**, the City Council has determined that annexing the Subject Property to the City is reasonable and will support the long-term growth and development 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:** The Subject Property is hereby annexed to the City of Darien.

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

**SECTION 2:** The Subject Property is hereby zoned R-1 pursuant to the Darien Zoning Ordinance.

**SECTION 3:** The City Clerk is hereby authorized to cause a copy of this Ordinance, along with a Plat of Annexation, to be recorded in the Office of the DuPage County Recorder of Deeds.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 6<sup>th</sup> day of November, 2017.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 6<sup>th</sup> day of November, 2017.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



## EXHIBIT 1

THE WEST HALF (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF TRACT 1, EXCEPT THAT PART OF TRACT 1 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WESTERLY LINE OF TRACT 1 AT A POINT 20.0 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 1 AND EXTENDS TO THE SOUTHEAST CORNER OF TRACT 1 OF DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT #11 OF PART OF TRACT 5 OF DOWNERS GROVE TOWNSHIP SUPERVISORS PLAT #6, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER SECTION 34; THEN WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 601.24 FEET; FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 972.87 FEET; THENCE NORTH 0 DEGREES 32' EAST A DISTANCE OF 1530.0 FEET TO THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66); THENCE NORTH 77 DEGREES 21' EAST ALONG THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66) A DISTANCE OF 977.35 FEET; THENCE SOUTH 0 DEGREES 08' EAST A DISTANCE OF 1742.33 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-34-302-007





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

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

**AN ORDINANCE REZONING PROPERTY  
IN ACCORDANCE WITH A CERTAIN ANNEXATION AND REDEVELOPMENT  
AGREEMENT**

**(PZC 2016-10: 17W615 N. Frontage Road)**

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

**THIS 6<sup>th</sup> DAY OF NOVEMBER, 2017**

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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 November, 2017.**

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

**AN ORDINANCE REZONING PROPERTY  
IN ACCORDANCE WITH A CERTAIN ANNEXATION AND REDEVELOPMENT  
AGREEMENT  
(PZC 2016-10: 17W615 N. Frontage Road)**

**WHEREAS**, pursuant to 65 ILCs 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, the City and the Developer of the property described on [Exhibit 1](#), attached hereto and made a part hereof (the “Subject Property”) have entered into a certain Annexation and Redevelopment Agreement (the “Agreement”); and

**WHEREAS**, the Agreement authorized the annexation of certain property described in said Agreement to the City and further authorized the development of the Subject Property for a motor home sales and rental development; and

**WHEREAS**, the Developer has petitioned for appropriate zoning relief to allow for the development of the Subject Property as a motor home sales and rental development; and

**WHEREAS**, pursuant to Section 5A-8-4-4 of the City’s Zoning Regulations, motor home sales and rental are an allowable special use in the B-3 General Business District ; and

**WHEREAS**, said Annexation and Development Agreement provides for preliminary site plan approval subject to the certain terms and conditions set forth in the Agreement; and

**WHEREAS**, pursuant to notice, as required by law, the City’s Planning and Zoning Commission has conducted a public hearing on the proposed rezoning of the Subject Property and favorably recommended a rezoning and the granting of a special use; and

**WHEREAS**, the Owner/Developer of the Subject Property has submitted a proposed Preliminary Site Plan for the Subject Property; and

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

**WHEREAS**, the Mayor and City Council have determined that the rezoning of the Subject Property, the granting of the special use, and the approval of the preliminary site plan in accordance with the terms of the Annexation Agreement, it is reasonable and will promote the sound growth and planning of the City subject to the terms and conditions set forth below;

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

**SECTION 1: Incorporation of Recitals.** The recitals set forth hereinabove are incorporated as if fully set forth herein.

**SECTION 2: Zoning.** The Subject Property is hereby rezoned B-3 General Business District pursuant to the City of Darien Zoning Ordinance.

**SECTION 3: Special Use.** The Subject Property is hereby granted a Special Use for “Mobile Home Sale and Rental” development in accordance with the terms of the Annexation and Development Agreement entered into between the City and Developer.

**SECTION 4: Preliminary Site Plan Approval.** The Preliminary Site Plan is hereby approved subject to the Site Development Plan and the conditions set forth in the Annexation and Development Agreement.

**SECTION 5:** 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

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

corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 6<sup>th</sup> day of November, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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





## EXHIBIT 1

THE WEST HALF (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF TRACT 1, EXCEPT THAT PART OF TRACT 1 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WESTERLY LINE OF TRACT 1 AT A POINT 20.0 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 1 AND EXTENDS TO THE SOUTHEAST CORNER OF TRACT 1 OF DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT #11 OF PART OF TRACT 5 OF DOWNERS GROVE TOWNSHIP SUPERVISORS PLAT #6, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER SECTION 34; THEN WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 601.24 FEET; FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 972.87 FEET; THENCE NORTH 0 DEGREES 32' EAST A DISTANCE OF 1530.0 FEET TO THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66); THENCE NORTH 77 DEGREES 21' EAST ALONG THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66) A DISTANCE OF 977.35 FEET; THENCE SOUTH 0 DEGREES 08' EAST A DISTANCE OF 1742.33 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-34-302-007

**AGENDA MEMO**  
**City Council**  
**November 6, 2017**

**ISSUE STATEMENT**

A motion authorizing the purchase of the following:

1. 511 banners from Quinn Flags for the City of Darien Banner Program, in an amount not to exceed \$21,436.45.
2. 25 double banner brackets from Bannerville USA, in an amount not to exceed amount of \$2,875.00.
3. 50 6-foot diameter holiday wreaths from Houzz, in an amount not to exceed amount of \$6,649.50.
4. 5 Pre-lit holiday trees from Balsam Hill, in an amount not to exceed \$4,696.98.

**BACKGROUND/HISTORY**

The City displays various types of banners throughout the City on the following roadways;

Cass Avenue  
75<sup>th</sup> Street  
Clarendon Hills Road  
Plainfield Road

The existing banners are approximately 20-25 years in age and are in poor condition. Many of the banners are faded and are beginning to tear. The existing program consists of the City staff placing various informational and theme banners throughout the City as per the attached sheet labeled as [Attachment A](#)-Banner Themes and Locations. The proposed banners are 30-inches by 84 inches with a double sided print.

The following organizations are considered governmental organizations displaying community awareness through the banners.

Indian Prairie Library-The Indian Prairie Library has elected to replace their 6 banners. See attached E-mail labeled as [Attachment B](#)-Pages 1-2.

Tri-State Fire Department-The Tri-State Fire Department has elected to replace their 17 banners. See attached E-mail labeled as [Attachment C](#)-Pages 1-2

The total cost for the governmental organizations is \$964.85 and is included within the total proposed expenditure. This item is reimbursable by the respective agency.

The proposed Banner Program includes an enhanced City program in which the City would be purchasing 488 various themed banners to be displayed at various times throughout the year. The program would include the following themes and the banners are attached as [Attachment D](#)-Pages 1-8:

Spring Theme  
Summer Theme  
Fall Theme  
Winter/Holiday Theme

The banners would be placed throughout the following corridors:

- Cass Avenue
- 75<sup>th</sup> Street
- Clarendon Hills Road
- Plainfield Road

The City program consists of the placement of 72 single banners on non-decorative poles and 50 banners (2 per pole) on 25 decorative poles within the Cass, 75<sup>th</sup> Street and Plainfield Road corridors.

**Below is a cost summary for the proposed banner program.** Attached as is the competitive quote summary dated October 4, 1971 as [Attachment E](#)

VENDOR	COST
Agas Mfg Inc	\$ 31,995.00
Bannerville USA	\$ 25,550.00
Project Graphics Print	\$ 38,074.61
<b>QUINN FLAGS</b>	<b>\$ 21,436.45</b>

**Below is a cost summary for the banner brackets.** Attached is the competitive quote summary as [Attachment F](#)-Pages 1-3

VENDOR	COST
Crystal Valley Decorating	\$ 4,375.00
Crystal Valley Decorating	\$ 4,575.00
Crystal Valley Decorating	\$ 5,625.00
Crystal Valley Decorating	\$ 5,725.00
<b>BANNERVILLE USA</b>	<b>\$ 2,875.00</b>
Temple Display	\$ 5,645.00

The Staff was further directed at the October 30, 2017 Goal Setting Session to enhance the City's center of town corridor with the following for the upcoming holidays:

- A. 50, 6-foot holiday wreaths to be displayed on the decorative poles and the clock tower. Below are the costs for the wreaths. Attached is the competitive quote summary as [Attachment G](#)-Pages 1-4

ITEM A VENDOR	COST
<b>Houzz.com</b>	<b>\$ 6,649.50</b>
Artificial Christmas Wreaths.com	\$ 10,469.00
Christmas Lights Etc.com	\$ 27,995.50

- B. Five, (5) Christmas trees with lights to be strategically placed at the clock tower. The Christmas trees would be further decorated with ornaments provided by organizations such as the local youth groups.

**Below are the costs for the holiday trees.** Attached is the quote summary as [Attachment H](#)-Pages 1-3

ITEM B VENDOR	COST
BALSAM HILL FRASER HILL QUANTITY 2	\$ 1,999.98
BALSAM HILL OAKVILLE OUTDOOR TREE QUANTITY 3	\$ 2,697.00
<b>ITEM B CHRISTMAS TREES</b>	<b>\$ 4,696.98</b>

The proposed item would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4225	Banners	\$ 25,000.00	\$ 21,436.45	\$ 3,563.55
01-30-4225	Banner <b>Reimbursement</b>	N/A	\$ ( 964.85)	\$ 4,528.40
01-30-4225	**Double Banner Brackets	N/A	\$ 2,875.00	\$ 1,653.40
01-30-4225	<b>ITEM A WREATH COST</b>	N/A	\$ 6,649.50	(\$ 4,996.10)
01-30-4225	<b>ITEM B CHRISTMAS TREES BALSAM HILL</b>	N/A	\$ 4,696.98	(\$ 9,693.08)
*01-30-4225	<b>TOTAL COST</b>	N/A	\$ 35,657.93	(\$ 9,693.08)

**Staff Recommendation**

A motion authorizing the purchase of the following:

1. 511 banners from Quinn Flags for the City of Darien Banner Program, in an amount not to exceed \$21,436.45.
2. 25 double banner brackets from Bannerville USA in an amount not to exceed amount of \$2,875.00.
3. 50 6-foot diameter holiday wreaths from Houzz in an amount not to exceed amount of \$6,649.50.
4. 5 Pre-lit holiday trees from Balsam Hill in an amount not to exceed \$4,696.98.

\*Please note the proposed line account will be over budget in an amount of \$9,693.08. Staff has recognized various accounts that that have realized a savings and the over budgeted item would be absorbed through the savings realized.

**Alternate Consideration**

As recommended by the Committee.

**Decision Mode**

This item will be placed under New Business, on the November 6, 2017 City Council agenda for formal consideration.





**From:** Laura Birmingham <laurab@ippl.info>  
**Sent:** Monday, August 21, 2017 9:51 AM  
**To:** Dan Gombac  
**Subject:** RE: City Banners Indian Prairie Library Sponsored

Thanks Dan—I will get back to you. We will order banners to use this year.

*Laura*

Laura Birmingham  
Assistant Director

Indian Prairie Library  
401 Plainfield Road  
Darien, IL 60561  
E-mail: [laurab@ippl.info](mailto:laurab@ippl.info)  
Phone: 630/887-8760 ext. 243

---

**From:** Dan Gombac [<mailto:dgombac@darienil.gov>]  
**Sent:** Monday, August 21, 2017 9:49 AM  
**To:** Laura Birmingham <laurab@ippl.info>  
**Cc:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
**Subject:** RE: City Banners Indian Prairie Library Sponsored

Hi Laura,

Please see my replies below and will the same type of banner be utilized? If you are looking for something different as far as art work, please forward.

Daniel Gombac  
Director of Municipal Services  
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Departments/Administration/CityNews.html>

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

**From:** Laura Birmingham [<mailto:laurab@ippl.info>]  
**Sent:** Friday, August 18, 2017 11:57 AM  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** RE: City Banners Indian Prairie Library Sponsored

Indian Prairie is approaching our 30th anniversary in 2018. We are happy to provide new banners.

I have a few requests -  
Can the library "skip" 2017?

We could but if it's on the schedule we will probably put them up.

Could the library be moved up in the 2018 schedule closer to the beginning of the year (possibly after the Chamber's "holiday" banners come down) to kick off our anniversary?

Please provide dates.

Is it possible to get a second time in 2018 --perhaps around May or June?

Please provide dates.

Thanks Dan,

Laura

Laura Birmingham  
Assistant Director

Indian Prairie Library  
401 Plainfield Road  
Darien, IL 60561  
E-mail: [laurab@ippl.info](mailto:laurab@ippl.info)  
Phone: 630/887-8760 ext. 243

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

From: Dan Gombac [<mailto:dgombac@darienil.gov>]

Sent: Friday, August 18, 2017 11:49 AM

To: Laura Birmingham <[laurab@ippl.info](mailto:laurab@ippl.info)>

Cc: Kathy Weaver ([Kathy\\_Weaver@AJG.com](mailto:Kathy_Weaver@AJG.com)) <[Kathy\\_Weaver@AJG.com](mailto:Kathy_Weaver@AJG.com)>; Bryon Vana <[bvana@darienil.gov](mailto:bvana@darienil.gov)>; Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>

Subject: City Banners Indian Prairie Library Sponsored

Good morning Laura,

I am requesting that the following e-mail be forwarded to the proper Indian Prairie Library members(s) for review.

We are in the process of updating the City's Banner Program. Attached, is an inventory and schedule of the Indian Prairie Library sponsored banners, highlighted in white. Many of the banners are very aged and have faded and are beginning to tear. Upon your review, we are requesting the Indian Prairie Library to purchase new banners. We are requesting that the Indian Prairie Library confirm the proposed counts for the sponsored event. The program is tentatively scheduled to begin in Nov 2017. Pending the Indian Prairie Library budget and the proposed final count the City will replace any Indian Prairie Library shortfall of banners with City themed banners.

Sincerely,

Daniel Gombac  
Director of Municipal Services  
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Departments/Administration/CityNews.html>

**From:** PBrenn <pbrenn@tristatefd.com>  
**Sent:** Friday, August 18, 2017 1:44 PM  
**To:** Dan Gombac  
**Subject:** RE: City Banners Tri-State FD Sponsored

OK



Est. 1946

**Patrick Brenn**  
**Deputy Chief**  
**Tri-State Fire Protection District**  
**419 Plainfield Rd.**  
**Darien, IL 60561**  
**630-481-4420**  
**Cell: 630-885-7784**

**From:** Dan Gombac [mailto:dgombac@darienil.gov]  
**Sent:** Friday, August 18, 2017 12:14 PM  
**To:** PBrenn <pbrenn@tristatefd.com>  
**Cc:** Kathy Weaver (Kathy\_Weaver@AJG.com) <Kathy\_Weaver@AJG.com>; Kris Throm <kthrom@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>  
**Subject:** RE: City Banners Tri-State FD Sponsored

Thanks Pat

Once the program is assembled we will invoice you. We will forward art work in a couple of weeks.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**From:** PBrenn [mailto:pbrenn@tristatefd.com]  
**Sent:** Friday, August 18, 2017 12:05 PM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: City Banners Tri-State FD Sponsored

Dan,

We are good with buying the new banners. Will you invoice us then?

Pat



Est. 1946

Patrick Brenn  
Deputy Chief  
Tri-State Fire Protection District  
419 Plainfield Rd.  
Darien, IL 60561  
630-481-4420  
Cell: 630-885-7784

**From:** Dan Gombac [mailto:[dgombac@darienil.gov](mailto:dgombac@darienil.gov)]

**Sent:** Friday, August 18, 2017 11:42 AM

**To:** PBrenn <[pbrenn@tristatefd.com](mailto:pbrenn@tristatefd.com)>

**Cc:** Bryon Vana <[bvana@darienil.gov](mailto:bvana@darienil.gov)>; Kathy Weaver ([Kathy\\_Weaver@AJG.com](mailto:Kathy_Weaver@AJG.com)) <[Kathy\\_Weaver@AJG.com](mailto:Kathy_Weaver@AJG.com)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>; Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>

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Good morning Pat,

I am requesting that the following e-mail be forwarded to the proper Tri-State members(s) for review.

We are in the process of updating the City's Banner Program. Attached, is an inventory and schedule of the Tri-State FD sponsored banners, highlighted in orange. Many of the banners are very aged and have faded and are beginning to tear. Upon your review, we are requesting the Tri-State FD to purchase new banners. We are requesting that the Tri-State confirm the proposed counts for the sponsored event. The program is tentatively scheduled to begin in Nov 2017. Pending the Tri-State budget and the proposed final count the City will replace any Tri-State shortfall of banners with City themed banners.

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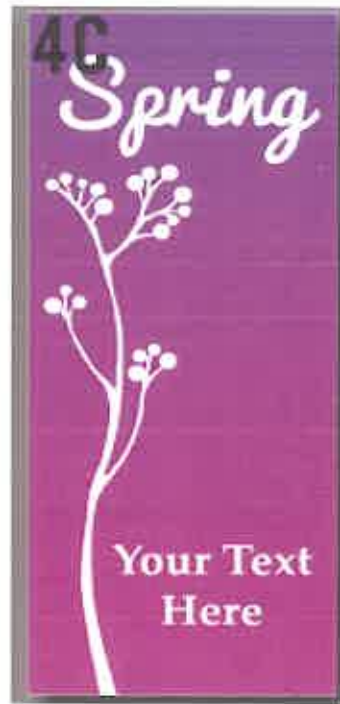
DARIEN DIRECT CONNECT

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# ORGANIZATIONAL BANNERS-SINGLE BANNERS

## SPRING



**ORGANIZATIONAL BANNERS-SINGLE BANNERS**  
**SUMMER**



**ORGANIZATIONAL BANNERS-SINGLE BANNERS**

**HOLIDAY**





**ORGANIZATIONAL BANNERS-SINGLE BANNERS**

**AUTUMN**



# DOUBLE BANNERS-PRICING IS PER TWO

## SPRING



# DOUBLE BANNERS-PRICING IS PER TWO

## SUMMER



# DOUBLE BANNERS-PRICING IS PER TWO

## AUTUMN



# DOUBLE BANNERS-PRICING IS PER TWO

## HOLIDAY





CITY OF DARIEN BANNER PROGRAM

BANNER QUOTE PROGRAM SUMARRY 10/04/17													Attachment H
BANNER SIZES	30 X 84												
MATERIAL	MARINE ACRYLIC												
<b>BANNERS-SINGLE BANNERS</b>													
					BANNERVILLE USA		QUINN FLAGS		PROJECT GRAPHICS PRINT		AGAS MFG INC		
Spring Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs	unit cost	sub total	unit cost	sub total	unit cost	sub total	unit cost	sub total	
Style No													
1C	10	0	0		\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
2C	19	0	0		\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
4C	19	0	0		\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
7C	23	0	0		\$50.00	\$1,150.00	\$41.95	\$964.85	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
6C	1	0	0		\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
<b>Sub Total</b>	<b>72</b>		<b>0</b>	<b>0</b>		<b>\$3,600.00</b>		<b>\$3,020.40</b>		<b>\$5,364.72</b>		<b>\$3,240.00</b>	
Summer Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
5D	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
12D	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
4D	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6D	23				\$50.00	\$1,150.00	\$41.95	\$964.85	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
1D	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
<b>Sub Total</b>	<b>72</b>					<b>\$3,600.00</b>		<b>\$3,020.40</b>		<b>\$5,364.72</b>		<b>\$3,240.00</b>	
Fall Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
1B	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
2B	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
9B	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6B	23				\$50.00	\$1,150.00	\$41.95	\$964.85	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
9B	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
<b>Sub Total</b>	<b>72</b>					<b>\$3,600.00</b>		<b>\$3,020.40</b>		<b>\$5,364.72</b>		<b>\$3,240.00</b>	
Holiday Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
2A	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
4A	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6A	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
7A	23				\$50.00	\$1,150.00	\$41.95	\$964.85	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
3A	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
<b>Sub Total</b>	<b>72</b>					<b>\$3,600.00</b>		<b>\$3,020.40</b>		<b>\$5,364.72</b>		<b>\$3,240.00</b>	
<b>DOUBLE BANNERS</b>													
Spring Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
8C1 & 8C2	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
10C1 & 10C2	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
1C & 4C	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
<b>Sub Total</b>	<b>50</b>					<b>\$2,500.00</b>		<b>\$2,097.50</b>		<b>\$3,725.50</b>		<b>\$4,500.00</b>	
Summer Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
3C & 6D	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
1D & 4D	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
6D & 8D	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
<b>Sub Total</b>	<b>50</b>					<b>\$2,500.00</b>		<b>\$2,097.50</b>		<b>\$3,725.50</b>		<b>\$4,500.00</b>	
Fall Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
2B & 5B	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
7B & 9B	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
1B & 6B	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
<b>Sub Total</b>	<b>50</b>					<b>\$2,500.00</b>		<b>\$2,097.50</b>		<b>\$3,725.50</b>		<b>\$4,500.00</b>	
Holiday Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
1A & 1A2	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
9A1 & 9A2	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
6A & 8A2	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
<b>Sub Total</b>	<b>50</b>					<b>\$2,500.00</b>		<b>\$2,097.50</b>		<b>\$3,725.50</b>		<b>\$4,500.00</b>	
<b>GOVERNMENTAL EDUCATIONAL ORGANIZATION BANNERS-SINGLE BANNERS</b>													
Indian Prairie Public Library Ex	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	6				\$50.00	\$0.00	\$41.95	\$251.70	\$74.51	\$447.06	\$45.00	\$270.00	
<b>Sub Total</b>	<b>6</b>					<b>\$300.00</b>		<b>\$251.70</b>		<b>\$447.06</b>		<b>\$270.00</b>	
Tri State Fire Department Exh	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	17				\$50.00	\$0.00	\$41.95	\$713.15	\$74.51	\$1,266.67	\$45.00	\$765.00	
<b>Sub Total</b>	<b>17</b>					<b>\$850.00</b>		<b>\$713.15</b>		<b>\$1,266.67</b>		<b>\$765.00</b>	
<b>Total Banner Cost</b>						<b>\$25,550.00</b>		<b>\$21,436.45</b>		<b>\$38,074.61</b>		<b>\$31,995.00</b>	
<b>Total Banners</b>	<b>668</b>	<b>511</b>											
REIMBURSEMENTS						\$1,150.00		\$964.85		\$1,713.73		\$1,035.00	
CITY CONTRIBUTION						\$24,400.00		\$20,471.60		\$36,360.88		\$30,960.00	
<b>COST CENTER</b>													
	PROPOSED COST FOR BANNER PROGRAM	REIMBURSEMENTS	COST TO CITY	BRACKETS FOR NEW POLES	CONTINGENCY	PROGRAM COST BANNERS AND BRACKETS		TOTAL COST WITH REIMBURSEMENTS					
<b>2017 BUDGET AMOUNT</b>	<b>\$25,000</b>	<b>\$21,436.45</b>	<b>\$964.85</b>	<b>\$20,471.60</b>	<b>\$4,375.00</b>	<b>\$153.40</b>	<b>\$25,000.00</b>	<b>\$25,964.85</b>					
<b>NON-GOVERNMENTAL ORGINIZATIONS</b>													
Chamber of Commerce	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Holiday Exhibit 1	74				\$50.00	\$0.00	\$41.95	\$3,104.30	\$74.51	\$5,513.74	\$45.00	\$3,330.00	
Darien Dash Exhibit 2	48				\$50.00	\$0.00	\$41.95	\$2,013.60	\$74.51	\$3,576.48	\$45.00	\$2,160.00	
24-hour relay Exhibit 3	15				\$50.00	\$0.00	\$41.95	\$629.25	\$74.51	\$1,117.65	\$45.00	\$675.00	
Darien Fest Exhibit 4	20				\$50.00	\$0.00	\$41.95	\$839.00	\$74.51	\$1,490.20	\$45.00	\$900.00	CHAMBER OF COMMERCE VALUE
<b>Sub Total</b>	<b>0</b>					<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	<b>\$6,586.15</b>
Lions Club Exhibit 5	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	13				\$50.00	\$0.00	\$41.95	\$545.35	\$74.51	\$968.63	\$45.00	\$585.00	
<b>Sub Total</b>	<b>13</b>					<b>\$650.00</b>		<b>\$545.35</b>		<b>\$968.63</b>		<b>\$585.00</b>	
Rotary Club	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	18				\$50.00	\$0.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$45.00	\$810.00	
<b>Sub Total</b>	<b>18</b>					<b>\$900.00</b>		<b>\$755.10</b>		<b>\$1,341.18</b>		<b>\$810.00</b>	
<b>TOTALS</b>						<b>\$1,550.00</b>		<b>\$1,300.45</b>		<b>\$2,309.81</b>		<b>\$1,395.00</b>	

## BANNER BRACKET QUOTES

<u>COMPANY</u>	<u>SPECIFICATIONS</u>	<u>PRICE</u>
<b>Crystal Valley Decorating</b>	vintage double banner bracket set large (6-8") pole 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$159 a set FREIGHT	\$3,975.00 \$400.00 ----- <b>\$4,375.00</b>
<b>Crystal Valley Decorating</b>	vintage double banner bracket set extra large (8-10") pole 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$167 a set FREIGHT	\$4,175.00 \$400.00 ----- <b>\$4,575.00</b>
<b>Crystal Valley Decorating</b>	Titan adjustable double banner bracket set w/extra long adjustable (hose clamp)bands 30" arms powder coated brown (custom color may increase price) 25 double sets @ \$209 a set FREIGHT	\$5,225.00 \$400.00 ----- <b>\$5,625.00</b>
<b>Crystal Valley Decorating</b>	Titan adjustable double banner bracket set w/bands & buckles (special tool required for install) 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$213 a set FREIGHT	\$5,325.00 \$400.00 ----- <b>\$5,725.00</b>
<b>Bannerville USA</b>	25 double banner bracket @ \$115 each TOTAL QUOTE	\$2,875.00 ----- <b>\$2,875.00</b>
<b>Temple Display</b>	50 deluxe adjustable banner brackets @ \$105 100 ) 39" banding straps (with 4 banding straps) TOTAL QUOTE	\$5,250.00 \$395.00 ----- <b>\$5,645.00</b>

**From:** Tom Sitkowski  
**To:** Regina Kokkinis  
**Cc:** Ken Sitkowski  
**Subject:** Re: banners  
**Date:** Tuesday, July 18, 2017 8:30:41 AM

---

Good Morning Regina,

Thank you for the opportunity to provide you with this proposal for your new light pole banner program.

As you may know, Bannerville USA is the premier banner company in the Midwest, having provided light pole banners to thousands of Chicagoland customers since 1973. All of our light pole banners are printed in house, using 8 of the newest digital printers in the market today. Your light pole banners will be **digitally printed double sided on an 18 oz. outdoor vinyl**, 30" w x 84" tall, and are sewn and contain wind slits. Our bracket hardware has a lifetime warranty. Along with your order, we will provide you with one full size sample for you to review and approve before proceeding with the order.

Below you will find a quote for the requested work. If granted the job, we will be able to provide a spec sheet for artwork submission for your current banner artwork. Also, due to the size of the job we will waive all additional art set up fees (\$250).

**253 \* 30 x 84" banners @ \$50 each = \$12,650**  
**25 \* Double banner bracket @ \$115 each = \$2,875**  
**Total = \$15,525**

Please let me know if you have any questions.

Thanks  
Tom

---

Tom Sitkowski  
Bannerville USA  
8164 S. Madison  
Burr Ridge, IL 60527  
Ph: 630-455-0304

\*Check out our NEW division - [School Spirit Lab!!!](#)

On Jul 17, 2017, at 4:38 PM, Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Hello,

The City of Darien is interested in replacing their light pole banners. We are looking to purchase 253 light pole banners in total. Specifics are: **30" X 84" 2 sided design, marine acrylic fabric.**

**42** would be holiday themed with the city logo.

10 of 4A            snowman

02 of 4D            flag



10 of 5B            fall  
10 of 5C            spring  
10 of 7A            happy holiday  
<image003.jpg>

## ***"A Nice Place to Live"***

The attachment I included are what our current banners look like.

**211** would be 2-sided, 2-colored, marine acrylic

74 - holiday-Christmas

48 - Darien Dash

13 - Lions club

06 - Library

15 - 24 hour relay

17 - Change clocks/batteries

20 - Darien Fest

18 - Rotary club

Could you also supply separate pricing for 25 double banner bracket sets?

Prices for large and extra-large pole adjustable hose clamp style bands.

Thank you,

*Regina Kokkinis*

City of Darien

630-353-8105

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<Banners-current.pdf>



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<image003.jpg>

## ***"A Nice Place to Live"***

The attachment I included are what our current banners look like.

**211** would be 2-sided, 2-colored, marine acrylic

74 - holiday-Christmas

48 - Darien Dash

13 - Lions club

06 - Library

15 - 24 hour relay

17 - Change clocks/batteries

20 - Darien Fest

18 - Rotary club

Could you also supply separate pricing for 25 double banner bracket sets?

Prices for large and extra-large pole adjustable hose clamp style bands.

Thank you,

*Regina Kokkinis*

City of Darien

630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

<Banners-current.pdf>



DUZZ

### Your Shopping Cart

Questions ☎ 1-800-934-1571  
Monday - Friday, 5am - 7pm PT

Your Items

Price

Qty

Order Details



**Douglas Fir Wreath, 72", Unlit**

**\$132.99**

50

Ready to ship to the Continental U.S. in 1 - 4 days

Remove

Subtotal **\$6,649.50**

Shipping **-**

Tax **-**

**Total \$6,649.50**

[Proceed to Checkout](#)

[Continue Shopping](#)

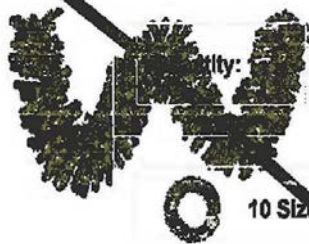
## 81 Douglas Fir wreath 72 inch Wreaths and Garlands

Home Decor / Holiday Decor / Wreaths & Garlands



**Free Shipping!** Shipping & Seller Information

Estimated delivery: Nov. 4 - Nov. 8; ships to 60561 (change)



Qty:   
**Add to Cart**

10 Sizes: 72"

**Camdon Fir Wreath, 72",  
Clear Lights**  
by Vickerman Company

Learn more about this product (ID#: 10301510)?

Our regular hours: Monday - Friday, 5am - 8pm PT

(1)

x 10" Douglas Fir Garland, 220  
PVC Tips and 50 Warm White

**1-800-448-1632**

More Styles

# Artificial Christmas Wreaths / Corner Crafters - 2017 Prices

P.O. Box 480 -- Spring Lake, NJ 07762 -- 732-449-9427

SIZE	Tips	Type	Lights	# per Case	Pieces	5-9	10-29	30-49	50-99	100-250
20" Plain - #80058	55	Douglas		36/cs	1 pc.			6.90	5.98	5.75
20" Plain - #80061	80	Douglas		24/cs	1 pc.		10.13	8.78	8.44	8.10
24" Plain - #80062	101	Douglas		24/cs	1 pc.		13.05	11.31	10.88	10.44
24" Reg Pre-lit - #80072 Clear	120	Noble	50	4/cs	1 pc.		21.25	18.75	18.13	16.88
24" LED Pre-Lit - #81072	120	Noble	50	4/cs	1 pc.		25.50	22.50	21.75	20.25
24" Traditional #80084	90	Mixed Pine		20/cs	1 pc.		15.75	13.65	13.13	12.60
Red Bow - #119 - BULK		10" x 16"		100/cs			2.00	1.75	1.50	1.25
Red Bow - #119 - retail card		10" x 16"		48/cs			2.28	2.00	1.71	1.43
Red Bow - #126 - retail card	11" x 16" x 3.75" - Center loop			24/cs			3.00	2.63	2.25	1.88
30" Plain - #83063	90	Douglas		12/cs			18.23	17.01	15.80	15.19
30" Plain - #80063	128	Douglas		12/cs	1 pc.		21.53	20.09	18.66	17.94
36" Plain - #80064	240	Douglas		6/cs	1 pc.		39.00	36.40	33.80	32.50
36" Reg Pre-lit - #80074 Clear	240	Noble	100	2/cs	1 pc.		50.15	44.25	42.78	39.83
36" Reg Pre-lit - #80075 Multi	240	Noble	100	2/cs	1 pc.		50.15	44.25	42.78	39.83
36" LED Pre-lit #81074 (warm)	240	Noble	100	2/cs	1 pc.		62.55	57.34	52.13	48.65
sm Rigid Unlit Red Bow #7810		14" x 20"		12/cs			5.85	5.20	4.55	3.90
Lit Red Bow, small #19448		13" x 18"	20	12/cs			20.83	19.60	18.38	17.15
48" Plain - #83065	276	Douglas		3/cs	1 pc.		60.00	52.00	50.00	48.00
48" Plain - #80065	319	Douglas		3/cs	1 pc.	85.00	62.93	54.54	52.44	50.34
48" Deluxe #80077NL	480	Noble		1	2 pc.		n/a	n/a	n/a	n/a
48" Reg Pre-lit #80077 Clear	480	Noble	200	1	2 pc.		102.00	90.00	87.00	81.00
48" Reg Pre-lit #80078 Multi	480	Noble	200	1	2 pc.		102.00	90.00	87.00	81.00
48" LED Pre-lit #81077 (warm)	480	Noble	200	1	2 pc.		119.00	105.00	101.50	94.50
Large Soft Unlit Bow - #1135		20" x 41" x 6"		12/cs			9.00	8.00	7.00	6.00
Rigid Large Unlit Bow - #7820		18" x 24"		12/cs	12/cs		9.00	8.00	7.00	6.00
Lit Red Bow, large #19449		17" x 28"	35	6/cs			33.45	31.22	30.11	28.99
5 Foot (60") Plain - #80068	564	Douglas		1	Hinged	150.94	129.38	112.13	107.81	103.50
6 Foot (72") Plain - #80067	900	Douglas		1	4 pc.	293.13	251.25	217.75	209.38	201.00
8 Foot - (96") - Plain #80069	1400	Noble		1	4 pc.					
8 Foot - (96") - LED #81081	2940	Noble	1200	1	6 pc.					
10 Foot - (120") - Plain #80070	1900	Noble		1	4 pc.					
10 Foot (120") T5 LED #81082	4140	Noble	1800	1	6 pc.					

Wreath Search

*Beautiful Christmas, Fall, Seasonal, and Holiday Wreaths*

A Corner Crafters © Co.  
 P.O. Box 480  
 Spring Lake, NJ 07762  
 (732) 449-9427 • [sales@artificialchristmaswreaths.com](mailto:sales@artificialchristmaswreaths.com)

CART CONTENTS - SECURE SHOPPING CART

**Cart Contents**



Product: 6 Foot (72 inch) Christmas Wreath (without lights)  
 in stock: 1

There is not enough of this product in stock to fulfill your order, try reducing the quantity ordered.

- New Customer? [Register](#)
- Returning Customer? [Sign In](#)

Quantity	Image	Name	SKU	Each	Total	
<input type="button" value="delete"/> <input type="button" value="update"/>	50		6 Foot (72 inch) Christmas Wreath (without lights)	8584	\$404.95	\$20,247.50
					Subtotal	\$20,247.50
					Tax	\$0.00
					<b>Total</b>	<b>\$20,247.50</b>

Ship to Zip/Postal Code

Ship to Country

United States

Any changes above should be verified by pressing 'Recalculate' before clicking on 'Checkout'.

**Ordering Instructions**



We ship all domestic wreath orders with **UPS Ground Service**



• Speed • Reliability • Service

ArtificialChristmasWreaths.com  
 A Corner Crafters® Co.  
[www.cornercrafters.com](http://www.cornercrafters.com)  
[www.artificialchristmaswreaths.com](http://www.artificialchristmaswreaths.com)  
 P.O. Box 480  
 Spring Lake, NJ 07762  
 732-449-9427  
[sales@artificialchristmaswreaths.com](mailto:sales@artificialchristmaswreaths.com)

**We Ship Internationally!**  
 Contact us for international shipping rates.

Domestic orders shipped using UPS Ground Service.

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 Use of our copyrighted images without prior permission is strictly prohibited.

# SHOPPING CART

[Proceed To Checkout » \(https://secure.christmaslightsetc.com/Checkout/Process/1\)](https://secure.christmaslightsetc.com/Checkout/Process/1)

## HAVE A COUPON?

Coupon Code

Apply

your item(s)

72" Pre-lit Commercial Olympia Pine Wreath, Lights (/p/Olympia-Pine-Prelit-Commercial-LED-Holiday-Christmas-Wreath-Warm-White-Lights-14190.htm#62471)



(/p/Olympia-Pine-Prelit-Commercial-LED-Holiday-Christmas-Wreath-Warm-White-Lights-14190.htm#62471)

Get It By Friday  
Choose 2nd Day Air at Checkout

50

Remove (/Basket/?action=Removeltem&ItemID=5070106)

~~\$32,799.50~~  
\$27,999.50  
\$559.99 ea.

**Subtotal:** \$32,799.50  
**You saved: \$4,800.00 (15%):**  
**Subtotal:** \$27,999.50

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— or —



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## RELATED ACCESSORIES



Intermatic Timer, 15 Amp Heavy Duty Grounded

**\$19.99** (Save 13%)

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80' Green Medium Duty Extension Cord, Indoor / Outdoor Use

**\$42.99** (Save 18%)

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## RELATED PRODUCTS



(/p/Oregon-Fir-Prelit-Commercial-LED-Holiday-Wreath-Warm-White-Lights-13967.htm)





Order a FREE CATALOG »

CHECK ORDER STATUS 1.888.552.2572 HELP MY ACCOUNT 5 ITEMS \$4,696.98



Search keyword or catalog item # SEARCH

ARTIFICIAL CHRISTMAS TREES WREATHS & GARLANDS CHRISTMAS DECORATIONS FALL DÉCOR NEW ARRIVALS SALE



### YOUR SHOPPING CART

Cart ID: H003303818

CONTINUE SHOPPING



#### QUESTIONS?

Let us help you. Our Customer Care representatives are available by phone, email or live chat.

1.888.552.2572

EMAIL





#### SHIPPING DETAILS

- SHIPPING POLICY
- SHIP TO CANADA
- SHIP INTERNATIONAL

#### SHOP with CONFIDENCE

When you shop with us, your private information is secure. Guaranteed.



Item Detail	Quantity	Each	Total
 <p><b>BH Fraser Fir™ 2016 Tree</b> Height: 11' Width: 75" Lights: Multi</p> <p><i>Also included with this product:</i></p> <p> Tree storage bag(s)</p>	2 UPDATE REMOVE	<del>Orig \$1,800.00</del> <b>Clearance \$999.99</b>	<b>\$1,999.98</b>
 <p><b>Oakville Outdoor Tree</b> Height: 10' Width: 62" Lights: Candlelight™ LED</p> <p><i>Also included with this product:</i></p> <p> Tree storage bag(s)</p>	3 UPDATE REMOVE	<del>Orig \$1,299.00</del> <b>Sale \$899.00</b>	<b>\$2,697.00</b>

Your order qualifies for FREE standard shipping within the Continental U.S.

Orders received by 12pm (noon) ET on business days ship the same day. Orders received after 12pm ET or on weekends or holidays ship the next business day.

We are required to collect sales tax on orders shipped to CA, GA, ID, IN, MO, and NJ.

**SUBTOTAL \$4,696.98**

ENTER A COUPON CODE

CALCULATE SHIPPING & TAXES (OPTIONAL) You can also calculate them on the next page

**ESTIMATED TOTAL \$4,696.98**



COMPLETE YOUR DECORATING SET

Order a [FREE CATALOG](#) »

[CHECK ORDER STATUS](#) 1.888.552.2572 [HELP](#) [MY ACCOUNT](#) 5 ITEMS \$4,696.98



Search keyword or catalog item #

[ARTIFICIAL CHRISTMAS TREES](#) [WREATHS & GARLANDS](#) [CHRISTMAS DECORATIONS](#) [FALL DÉCOR](#) [NEW ARRIVALS](#) [SALE](#)

*Holiday Decorating Event* **SAVE UP TO 40% + FREE SHIPPING SITEWIDE\*** [ENDS NOVEMBER 8 »](#)

REALISTIC



SMOKY MOUNTAIN CHRISTMAS™ COLLECTION

**BH FRASER FIR™ 2016**

Widely regarded as the best Christmas tree species in nature, the Fraser Fir is native to the forests of North Carolina and the Appalachian states. The 2016 version of the prelit BH Fraser Fir™ is now on clearance as we continue to incorporate the latest Christmas tree technology into our beloved trees.

[READ FULL DESCRIPTION](#) »

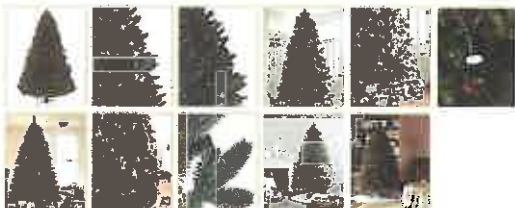
[DETAILED SPECS](#)

Height	Width	Light Type	Price	Clearance	Qty	Add
10'	Full 71"	Multi w/ Easy Plug	\$1,399	<del>\$899.99</del>	<input type="text" value="1"/>	
11'	Full 75"	Multi w/ Easy Plug	\$1,699	<del>\$999.99</del>	<input type="text" value="1"/>	
12'	Full 78"	Multi w/ Easy Plug	\$1,999			Sold out

**FREE SHIPPING TO THE CONTINENTAL U.S.A.**

[ADD to CART](#)

ROLL OVER IMAGE TO ZOOM, CLICK TO VIEW LARGER



\*Note that the height includes tree stand.

**CUSTOMERS LOVE THE BH FRASER FIR™ 2016**

*FIRST ARTIFICIAL TREE, VERY PLEASED!*

*The pieces were clearly marked, the lights are bright and nicely spread out and literally, even to touch the branches, it feels real! I am very pleased, and am glad I purchased it. You get what you pay for!!!*

—1ST TIME FAKER from SOUTH GEORGIA



AMERICA'S BEST CHRISTMAS TREE

Order a **FREE CATALOG** »

CHECK ORDER STATUS 1.888.552.2572 HELP MY ACCOUNT 5 ITEMS \$4,698.98



Search keyword or catalog item #  SEARCH

ARTIFICIAL CHRISTMAS TREES WREATHS & GARLANDS CHRISTMAS DECORATIONS FALL DÉCOR NEW ARRIVALS SALE

*Holiday Decorating Event* **SAVE UP TO 40% + FREE SHIPPING SITEWIDE** LIMIT 80/EMER 1-1-16

REALISTIC 



NAPA CHRISTMAS™ COLLECTION  
OAKVILLE OUTDOOR CHRISTMAS TREE

The lush splendor of Balsam Hill's Oakville Outdoor Christmas Tree extends the holiday cheer of your interiors beyond the borders of your home. It is specifically designed to withstand the rigors of the outdoors, yet looks equally exquisite in the living room as it does in the lawn or courtyard.

[READ FULL DESCRIPTION »](#)

[DETAILED SPECS](#)

Height	Width	Light Type	Price	Sale	Qty	Add
6.5'	Narrow 44"	Candlelight™ LED w/ Easy Plug	\$599	<del>\$399</del>	<input type="text" value="1"/>	
7.5'	Narrow 48"	Candlelight™ LED w/ Easy Plug	\$699	<del>\$479</del>	<input type="text" value="1"/>	
8.5'	Narrow 58"	Clear	\$899	<del>\$649</del>	<input type="text" value="1"/>	
8.5'	Narrow 58"	Candlelight™ LED w/ Easy Plug	\$999	<del>\$699</del>	<input type="text" value="1"/>	
10'	Narrow 62"	Clear	\$1,199			<b>SOLD OUT   NOTIFY</b>
10'	Narrow 62"	Candlelight™ LED w/ Easy Plug	\$1,299	<del>\$899</del>	<input type="text" value="1"/>	
12'	Narrow 66"	Candlelight™ LED w/ Easy Plug	\$1,699	<del>\$1,199</del>	<input type="text" value="1"/>	

ROLL OVER IMAGE TO ZOOM CLICK TO VIEW LARGER



FREE SHIPPING  
TO THE CONTINENTAL USA

[ADD to CART](#)

\*Note that the height includes tree stand.

CUSTOMERS LOVE THE OAKVILLE OUTDOOR CHRISTMAS TREE

*I LOVE THIS TREE!!!!*

*I cannot tell you how many people asked if our tree was real. That is how great it is made. 100% top quality! Our ceilings are 11'8". This tree filled our space beautifully. So many lights my tree twinkled. Very sturdy!*

—PATTI from NORTH REDINGTON BEACH, FL



HOLIDAY ELEGANCE FOR YOUR OUTDOOR SPACES



## CITY OF DARIEN

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

#### I. PURPOSE OF RULES.

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

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

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

#### III. RULES GOVERNING PUBLIC COMMENT.

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

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

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

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

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

itself and shall not turn to address the audience.

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

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

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

#### **IV. PUBLIC HEARING REQUIREMENTS.**

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

**Approved by a Motion on November 17, 2014**



**CITY OF DARIEN  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Mayor and City Council of the City of Darien will conduct a public hearing on November 6, 2017, at 7:00 PM, in the Council Chambers at City Hall, 1702 Plainfield Road, Darien, IL 60561.

The purpose of the public hearing is to consider and hear testimony relating to the proposed annexation agreement in regard to the annexation to the City of Darien of property commonly known as 17W615 N. Frontage Road, Darien, Illinois 60561 with Property Index Number of 09-34-302-007-0000 and legally described as follows.

THE WEST HALF (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF TRACT 1, EXCEPT THAT PART OF TRACT 1 LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WESTERLY LINE OF TRACT 1 AT A POINT 20.0 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT 1 AND EXTENDS TO THE SOUTHEAST CORNER OF TRACT 1 OF DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT #11 OF PART OF TRACT 5 OF DOWNERS GROVE TOWNSHIP SUPERVISORS PLAT #6, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER SECTION 34; THEN WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 601.24 FEET; FOR A PLACE OF BEGINNING, THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 972.87 FEET; THENCE NORTH 0 DEGREES 32' EAST A DISTANCE OF 1530.0 FEET TO THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66); THENCE NORTH 77 DEGREES 21' EAST ALONG THE CENTER LINE OF JOLIET ROAD (U.S. HIGHWAY 66) A DISTANCE OF 977.35 FEET; THENCE SOUTH 0 DEGREES 08' EAST A DISTANCE OF 1742.33 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

A copy of the proposed Annexation Agreement is on file in the office of the City Clerk, 1702 Plainfield Road, Darien, IL 60561, and is available for inspection during regular business hours.

The proposed annexation agreement may be modified after the public hearing.

All persons interested in these matters, including their attorneys or other representatives, are invited to attend the public hearing and present testimony. Also, prior to the public hearing, verbal and written questions, comments, and testimony may be sent to the City Planner at City Hall 630-353-8113, [smanning@darienil.gov](mailto:smanning@darienil.gov). For questions on disability access to the public hearing, please contact the City ADA Coordinator at 630-852-5000.

JoAnne E. Ragona, City Clerk  
Published in the DuPage Chronicle newspaper  
October 18, 2017