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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**

March 5, 2018

7:30 PM

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 — [February 20, 2018](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [17-19-21](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [Our Lady of Peace School Association](#)
- B. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [Signature Event Designs on behalf of the Community House](#)
- C. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the Darien [District 61 Educational Foundation](#)
- D. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Rotary Club of Darien](#)
- E. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Class “J” [Temporary Liquor License for Mayslake Knights of Columbus](#)
- F. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Class “J” [Temporary Liquor License for Our Lady of Peace](#) Home and School Association
- G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract for the [2018 Landscape Maintenance Services](#) within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc. in an Amount not to Exceed \$6,625.00
- H. Consideration of a Motion Authorizing [a Contingency in the Amount of \\$3,000 for Replacement of Plant Materials and Plant Enhancements](#)
- I. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract for the [2018 Street Maintenance Project](#) between the City of Darien and Schroeder Asphalt, Inc. The Following Schedule of Pricing: Base Bid - \$1,232,513.60; Alternate 1 – Patching – \$61,500.00; For a Total of \$1,294,013.60
- J. Consideration of a Motion to Approve a Resolution Approving the [2018 City of Darien Zoning Map](#)
- K. Consideration of a Motion to Approve an Ordinance Granting a Minor Amendment to an Approved Planned Unit Development (Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois, [AMVETS Collection Center at Walmart](#))
- L. Consideration of a Motion to Approve a Resolution in Support of the [Greenest Region Compact](#)
- M. Consideration of a Motion to Approve a Resolution Declaring the Official Intent to Reimburse Expenditures of the City of Darien in Connection with the Issuance of Not to Exceed \$4,000,000 [General Obligation Bonds Series 2018](#) of the City of Darien, DuPage County, Illinois

17. New Business

- A. Approval of a Resolution Approving a [Transition Agreement with Bryon D. Vana](#) and Approving an Employee Leasing Agreement with Govtempusa, LLC
- B. Consideration of a Motion to Approve [a Proposal From Speer Financial](#), Inc. Dated February 6, 2018, for Municipal Advisor Services for the G.O. Water Bonds, Series 2018 in an Amount \$4,500 Plus 2/10 of 1% of the Municipal Securities Issued in Excess of \$1,000,000

- C. Consideration of a Motion to Approve [a Proposal from Ice Miller LLP](#) dated February 16, 2018, for Bond Counsel Services for G.O. Water Bonds, Series 2018 in an Amount of \$5,900
  - D. Consideration of a Motion to Approve [an Expenditure in the Amount not to Exceed \\$14,000 to Obtain a Bond Rating from Moody's](#) for the G.O. Water Bonds, Series 2018
  - E. Consideration of a Motion to Approve an Ordinance [Abating Property Tax](#) Heretofore Levied by Ordinance No. O-28-12 in the Amount of \$298,275
  - F. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into a Contract with Acqua Contractors in an Amount not to Exceed \$1,350,000 for the [Replacement of a Water Main and Restoration](#) on Plainfield Road from 75th Street to Tennessee Avenue
  - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a [Proposal From Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$121,330 for the Construction Observation for the Replacement of a Water Main on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue
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. Budget Discussion FYE 19
20. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE FEBRUARY 20, 2017 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:08 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**February 20, 2018**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present: Tina Beilke Joseph A. Marchese  
Thomas J. Belczak Ted V. Schauer  
Joseph A. Kenny

Absent: Thomas M. Chlystek  
Sylvia McIvor

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

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

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

There were none.

6. **APPROVAL OF MINUTES**

A. City Council Meeting, January 15, 2018

It was moved by Alderman Kenny and seconded by Alderman Beilke to approve the minutes of the City Council Meeting of January 15, 2018.

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

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

B. City Council Meeting, February 5, 2018

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

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

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

There were none.

8. **MAYOR'S REPORT**

**A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION  
RECOGNIZING JAMES W. KISER AS THE 2018 CITIZEN OF THE YEAR  
IN THE CITY OF DARIEN, ILLINOIS**

Mayor Weaver read the resolution into record.

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

**RESOLUTION NO. R-35-18**

**A RESOLUTION RECOGNIZING  
JAMES W. KISER AS THE 2018  
CITIZEN OF THE YEAR IN THE CITY  
OF DARIEN, ILLINOIS**

Roll Call: Ayes: Beilke, Belczak, Chlystek, Kenny, Marchese,  
McIvor, Schauer, Weaver, Ragona, Coren,  
Murphey, Vana

Nays: None

Absent: None

Results: Ayes 12, Nays 0, Absent 0

**MOTION DULY CARRIED**

Mayor Weaver presented James W. Kiser with the Citizen of the Year Resolution and plaque. There was resounding applause and a standing ovation from City Council and audience.

Jim Kiser thanked everyone and shared that he was honored to be recognized for things he finds "normal" to do.

Mayor Weaver invited all to the Citizen of the Year Coffee and Cake Reception following the meeting.

Mayor Weaver announced Cynthia McGann, Executive Director, Good Worx Inc. is looking for volunteers to work on the Sunny Patch community gardens this Spring and Summer; she stated Good Worx Inc. is an organization that provides food for those in need.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 17-18-20**

It was moved by Alderman Belczak and seconded by Alderman Beilke to approve payment of Warrant Number 17-18-20 in the amount of \$512,067.39 from the enumerated funds, and \$258,649.53 from payroll funds for the periods ending 02/15/18 for a total to be approved of \$770,716.92.

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

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**B. TREASURER'S REPORT – JANUARY 2018**

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

General Fund: Revenue \$12,509,770; Expenditures \$8,902,063  
Current Balance \$3,633,474

Water Fund: Revenue \$6,913,052; Expenditures \$5,407,655;  
Current Balance \$1,971,834

Motor Fuel Tax Fund: Revenue \$428,631; Expenditures \$274,027; Current  
Balance \$540,261

Water Depreciation Fund: Revenue (\$998); Expenditures \$170,720; Current Balance \$11,432  
Capital Improvement Fund: Revenue \$227,034; Expenditures \$3,790,372; Current Balance \$5,916,579

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for March 5, 2018 at 6:00 P.M. in the City Hall Conference Room. Chairman Schauer advised the Administrative/Finance Committee-of-the-Whole 2018-2019 Budget Meeting is scheduled for February 21, 2018 at 6:30 P.M in the Council Chambers.

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

**Police Committee** – Clerk Ragona announced the next meeting of the Police Committee is scheduled for March 19, 2018 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION GRANTING WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN LIONS CLUB.**

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



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

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION COMMENDING ALDERWOMAN BEILKE FOR HER CONTRIBUTIONS TO THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

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

**RESOLUTION NO. R-36-18 A RESOLUTION COMMENDING ALDERWOMAN BEILKE FOR HER CONTRIBUTIONS TO THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Weaver, Ragona, Coren, Murphey, Vana  
Nays: None  
Absent: None

Results: Ayes 11, Nays 0, Absent 0

**MOTION DULY CARRIED**

Alderswoman Beilke thanked residents for the opportunity to represent Ward 2; the Mayor, City Council, and City Staff for the collaboration and team effort; and her family for their support. She announced her last day is February 27. Alderswoman Beilke stated it has been an honor to serve; she encouraged all to do the same.

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

Representative Peter Roskam honored Jim Kiser by reading into record what was made part of the Congressional Record.

Representative David Olsen wished Jim Kiser the best on behalf of the 81<sup>st</sup> District General Assembly. Representative Olsen, Representative Durkin and Senator John Curran will present a resolution at the Citizen of the Year Dinner/Dance.

Alderman Marchese commended the Municipal Services team for quickly responding to a water main break in the midst of a snowstorm; they returned the next day to remove ice that had formed at the bottom of resident driveways.

Administrator Vana stated Director Gombac provided his contact information in Direct Connect should residents need immediate assistance.

Alderman Beilke announced the Citizen of the Year Dinner/Dance will be held on March 3, 2018 at Alpine Banquets; ticket price is \$35 per person and can be purchased at City Hall. Reservation deadline is February 27.

19. **ADJOURNMENT**

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

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

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

The City Council meeting adjourned at 8:03 P.M.

\_\_\_\_\_  
Mayor

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

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 2-20-18. Minutes of 2-20-18 CCM.



CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
March 5, 2018

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

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

General Fund			\$116,513.22
Water Fund			\$7,606.71
Motor Fuel Tax Fund			\$85,305.39
Water Depreciation Fund			
Special Service Area Tax Fund			
Impact Fee Expenditures			
Capital Improvement Fund			\$88,551.00
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
		<i>Subtotal:</i>	<u>\$297,976.32</u>
General Fund Payroll	03/01/18	\$	265,884.96
Water Fund Payroll	03/01/18	\$	18,367.03
		<i>Subtotal:</i>	<u>\$ 284,251.99</u>

<i>Total to be Approved by City Council:</i>	<u>\$582,228.31</u>
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Approvals:

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Kathleen Moesle Weaver, Mayor

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JoAnne E. Ragona, City Clerk

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Revenue**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
IL GOVT FINANCE OFFICERS ASSOC	MEMBERSHIP DUES - JULIE SAENZ	AP030518	4213	Dues and Subscriptions	250.00
				Total Revenue	250.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AWARD EMBLEM COMPANY	PLAQUE- ALDERMAN BEILKE	AP030518	4239	Public Relations	64.83
CHRONICLE MEDIA LLC	LEGAL NOTICE -2018 STREET LIGHT MAINT BIDS	AP030518	4221	Legal Notices	45.00
COMCAST CABLE	CABLE FOR CITY HALL	AP030518	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.43
GOVT FINANCE OFFICERS ASSOC	#46523001 - ANNUAL DUES FOR JULIE SAENZ	AP030518	4213	Dues and Subscriptions	225.00
I.R.M.A.	VOLUNTEER COVERAGE 11-1-17 thru 11-1-18	AP030518	4219	Liability Insurance	721.00
NOTARY PUBLIC ASSOCIATION OF I	NOTARY RENEWAL - STEVE HIGHLAND	AP030518	4213	Dues and Subscriptions	54.00
OFFICE DEPOT	POCKET FILES	AP030518	4253	Supplies - Office	77.98
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP030518	4253	Supplies - Office	70.96
SHANE'S OFFICE SUPPLY	NAME PLATE: MICHAEL DESMOND P&Z COMMISSION	AP030518	4253	Supplies - Office	24.53
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR CITY HALL	AP030518	4223	Maintenance - Building	179.04
UNLIMITED GRAPHIX, INC.	COLORED TONER	AP030518	4253	Supplies - Office	<u>394.00</u>
				Total Administration	1,864.77

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELEVATOR INSPECTION SERVICE CO	ELEVATOR / LIFT INSPECTIONS - FEB 2018	AP030518	4328	Const/Prof Reimbursable	1,664.00
LIZ LAHEY	SECRETARIAL SERVICES 10-4-17 and 10-23-17 thru 2-13-18	AP030518	4205	Boards and Commissions	650.00
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP030518	4253	Supplies - Office	70.97
				Total Community Development	2,384.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/5/2018 Through 3/5/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACRES GROUP	CREST/PLAINFIELD PINE TREES	AP030518	4350	Forestry	2,205.00
CATHY MINARIK	REIMBURSEMENT - MAILBOX PARTS	AP030518	4257	Supplies - Other	54.13
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP030518	4223	Maintenance - Building	12.50
CINTAS #769	MATT RENTAL- POLICE DEPT	AP030518	4223	Maintenance - Building	26.44
CINTAS #769	MATT RENTAL -CITY HALL	AP030518	4223	Maintenance - Building	25.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP030518	4219	Liability Insurance	96.23
COM ED	COM ED 0788310001 PW FACILITY	AP030518	4359	Street Light Oper & Maint.	28.05
CONSTELLATION NEW ENERGY, INC.	ENERGY- 75th ADAMS (August 2017 thru January 2018)	AP030518	4359	Street Light Oper & Maint.	10,474.51
CONSTELLATION NEW ENERGY, INC.	ENERGY -SW CORNER OF 75th (11-9-17 thru 12-11-17)	AP030518	4359	Street Light Oper & Maint.	439.33
CONSTELLATION NEW ENERGY, INC.	ENERGY - SW CORNER 75TH (12-12-17 thru 1-15-18)	AP030518	4359	Street Light Oper & Maint.	490.74
EJ EQUIPMENT, INC.	OIL COOLER FOR 206	AP030518	4225	Maintenance - Equipment	917.34
FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER INSPECTION	AP030518	4223	Maintenance - Building	150.00
FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER INSPECTION (CITY HALL)	AP030518	4223	Maintenance - Building	150.00
GERBER COLLISION AND GLASS	WINDSHIELD REPAIR	AP030518	4229	Maintenance - Vehicles	190.26
GERBER COLLISION AND GLASS	WINDSHIELD REPAIR 106	AP030518	4229	Maintenance - Vehicles	337.79
HENDERSON PRODUCTS, INC.	REPAIR PARTS- TRUCK 105	AP030518	4229	Maintenance - Vehicles	339.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/5/2018 Through 3/5/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HOMER TREE CARE, INC.	PRUNING 1616 TREES (SECT 5)	AP030518	4375	Tree Trim/Removal	79,992.00
I.R.M.A.	JANUARY 2018 DEDUCTIBLE	AP030518	4219	Liability Insurance	2,500.00
KAMAN FLUID POWER LLC	REPAIR PARTS	AP030518	4229	Maintenance - Vehicles	101.28
KAMAN FLUID POWER LLC	REPAIR PARTS	AP030518	4229	Maintenance - Vehicles	46.14
KIN-KO ACE STORES INC	REPAIR PARTS	AP030518	4225	Maintenance - Equipment	23.99
NORWALK TANK	STORM SEWER SUPPLIES	AP030518	4257	Supplies - Other	660.74
OFFICE DEPOT	TRI COLOR INK FOR PUBLIC WORKS	AP030518	4253	Supplies - Office	22.86
RED WING SHOES	ACRYLIC WATCH HAT- RICH LEPIC	AP030518	4269	Uniforms	11.69
RED WING SHOES	ACRYLIC WATCH HAT - MARK PISCITELLO	AP030518	4269	Uniforms	11.69
RELADYNE	HYD OIL	AP030518	4225	Maintenance - Equipment	330.25
ROBERT LOGAN	MAILBOX REIMBURSEMENT	AP030518	4257	Supplies - Other	95.38
SEASON COMFORT, CORP.	POLICE DEPT BUILDING REPAIR	AP030518	4223	Maintenance - Building	135.00
SITE ONE LANDSCAPE SUPPLY	SALT FOR CITY HALL	AP030518	4223	Maintenance - Building	441.49
TOWER WORKS	SAFETY REPAIRS FOR SOUTH CELL TOWER	AP030518	4223	Maintenance - Building	4,905.00
TRI-K INC	MAINTENANCE EQUIPMENT	AP030518	4223	Maintenance - Building	69.90
TRI-K INC	MAINTENANCE EQUIPMENT	AP030518	4225	Maintenance - Equipment	244.90
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP030518	4223	Maintenance - Building	188.58
WESTOWN AUTO SUPPLY COMPANY	MIRROR	AP030518	4229	Maintenance - Vehicles	20.82
WESTOWN AUTO SUPPLY COMPANY	SHOP SUPPLIES	AP030518	4229	Maintenance - Vehicles	105.36
WHOLESALE DIRECT, INC.	HYDRAULIC MOTOR	AP030518	4225	Maintenance - Equipment	947.77
				Total Public Works, Streets	106,791.66



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/5/2018 Through 3/5/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	SENSOR - PD6	AP030518	4229	Maintenance - Vehicles	25.38
ADVANTAGE CHEVROLET	HINGE FOR PD4	AP030518	4229	Maintenance - Vehicles	84.31
ADVANTAGE CHEVROLET	LAMP FOR PD18	AP030518	4229	Maintenance - Vehicles	105.53
DOUG RUMICK	RUMICK - TACTICAL PANTS	AP030518	4269	Uniforms	220.06
ELMHURST OCCUPATIONAL HEALTH	POLICE OFFICER CANDIDATE -MEDICAL EXAM	AP030518	4205	Boards and Commissions	1,081.00
EMD BUSINESS FORMS & LABELS	N-TICKETS (1000)	AP030518	4235	Printing and Forms	401.43
GALLS LLC	GREENABERG - BOOTS	AP030518	4269	Uniforms	195.98
I.R.M.A.	JANUARY 2018 DEDUCTIBLE	AP030518	4219	Liability Insurance	588.66
IJOA	IJOA CONFERENCE- STUTTE	AP030518	4263	Training and Education	175.00
IJOA	IJOA CONFERENCE- DOLLINS	AP030518	4263	Training and Education	150.00
INDUSTRIAL ORG SOLUTIONS	PSYCHE EXAM -POLICE OFFICER CANDIDATE- Siddu	AP030518	4205	Boards and Commissions	485.00
KING CAR WASH	CAR WASHES- JANUARY 2018	AP030518	4229	Maintenance - Vehicles	343.00
KING CAR WASH	KING CAR WASH- WAIVING CHARGE 26.00 (CASTLE CAR WASH)	AP030518-3	4229	Maintenance - Vehicles	317.00
KING CAR WASH	WAIVE CHARGE 26.00	APCREDIT030...	4229	Maintenance - Vehicles	(343.00)
NORTHEAST MULTIREGIONAL TRNG	STREET CRIME PROGRAM- RUMICK	AP030518	4263	Training and Education	275.00
NORTHEAST MULTIREGIONAL TRNG	STREET CRIME PROGRAM- JUMP	AP030518	4263	Training and Education	275.00
RAY O'HERRON CO. INC.	AUX GUGLIELMO -MOURNING BAR AND GLOVES	AP030518	4203	Auxiliary Police	51.19
RAY O'HERRON CO. INC.	SKWERES #337 - BATTERY	AP030518	4269	Uniforms	28.99

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	BOZEK #326 - RAINCOAT AND LANTERN	AP030518	4269	Uniforms	43.99
RAY O'HERRON CO. INC.	MURPHY #323 - GLOCK AND KNIFE	AP030518	4269	Uniforms	584.99
RAY O'HERRON CO. INC.	BOZEK-RAINCOAT	AP030518-2	4269	Uniforms	124.80
STAPLES BUSINESS ADVANTAGE	ENVELOPES FOR RECORDS DEPT	AP030518	4253	Supplies - Office	8.51
				Total Police Department	5,221.82
				Total General Fund	116,513.22

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 3/5/2018 Through 3/5/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP030518	4223	Maintenance - Building	12.50
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP030518	4219	Liability Insurance	172.92
COM ED	COM ED 0788310001 PW FACILITY	AP030518	4223	Maintenance - Building	28.04
CORE & MAIN	MARKING FLAGS	AP030518	4231	Maintenance - Water System	225.00
HACH COMPANY	CL17 ANALYZER KITS	AP030518	4225	Maintenance - Equipment	691.75
NICOR GAS	NICOR GAS -23644110001 PLANT #5	AP030518	4271	Utilities (Elec,Gas,Wtr,Sewer)	207.45
NICOR GAS	NICOR 12344110007 - PLANT #4	AP030518	4271	Utilities (Elec,Gas,Wtr,Sewer)	113.27
NICOR GAS	NICOR 05002110004 PLANT #3	AP030518	4271	Utilities (Elec,Gas,Wtr,Sewer)	213.11
O'REILLY AUTOMOTIVE, INC.	SEAT COVER FOR 401	AP030518	4225	Maintenance - Equipment	34.99
O'REILLY AUTOMOTIVE, INC.	WATER BACKHOE 406	AP030518	4225	Maintenance - Equipment	23.98
OFFICE DEPOT	TRI COLOR INK FOR PUBLIC WORKS	AP030518	4253	Supplies - Office	22.87
RED WING SHOES	UNIFORM - NEW EMPLOYEE -KOUDELIK	AP030518	4219	Liability Insurance	314.73
RED WING SHOES	BUESSE- BOOTS	AP030518	4219	Liability Insurance	106.24
RED WING SHOES	CARLSON - SWEATSHIRT	AP030518	4269	Uniforms	80.99
SCORPIO CONSTRUCTION GROUP	WATER MAIN REPAIR 8401 CREEKSIDE LN	AP030518	4231	Maintenance - Water System	3,812.00
SHOREWOOD HOME & AUTO	3 IN TRASH PUMP	AP030518	4231	Maintenance - Water System	1,259.95
STATE INDUSTRIAL PRODUCTS	SLUDGE HAMMER	AP030518	4223	Maintenance - Building	217.02
TRI-K INC	MAINTENANCE EQUIPMENT	AP030518	4223	Maintenance - Building	69.90
				Total Public Works, Water	7,606.71
				Total Water Fund	7,606.71

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	1,009.20
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	7,268.33
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	13,911.57
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	1,026.20
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	12,656.25
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	19,724.78
DETROIT SALT COMPANY	ROCK SALT	AP030518	4249	Salt	13,747.32
K-FIVE CONSTRUCTION	COLD PATCH	AP030518	4245	Road Material	1,181.60
SCORPIO CONSTRUCTION GROUP	SNOW CLEAN UP (2-9-18 thru 2-10-18)	AP030518	4325	Consulting/Professional	11,520.00
VULCAN CONSTRUCTION MATERIALS	STONE	AP030518	4245	Road Material	<u>3,260.14</u>
				Total MFT Expenses	<u>85,305.39</u>
				Total Motor Fuel Tax	85,305.39

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 3/5/2018 Through 3/5/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AMBER MECHANICAL CONTRACTORS	PD HVAC thru 2-28-18	AP030518	4376	Ditch Projects	88,551.00
				Total Capital Fund Expenditures	88,551.00
				Total Capital Improvement Fund	88,551.00
Report Total					297,976.32



**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: March 5, 2018**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for Our Lady of Peace School Association.

**BACKUP**

**Background/History**

Our Lady of Peace School Association has applied for a Raffle License and is requesting a waiver of the bond requirement. The City regularly waives the bond requirement for qualified non-profit organizations.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Our Lady of Peace School Association raffle be waived.

**Alternate Consideration**

Not approve waiver of bond requirement.

**Decision Mode**

This item will be placed on the March 5, 2018 Council Agenda for formal consideration.



January 31, 2018

Mayor Kathleen Weaver  
City of Darien

Mayor Weaver:

On behalf of the Our Lady of Peace Home and School Association, I am asking for a waiver for \$50 fee for a temporary raffle license.

The Home and School Association will be participating in the Our Lady of Peace "Fish Fry" activity scheduled for Friday, March 23, 2018 and will be conducting several "split the pot" events during the evening of the event. This is a one-day, or should I say evening event that will run from 4:00 pm to 10:00 pm. Last year this event brought in significant revenues for various parish groups including our council.

Thank you for considering this request, and we hope that you and other council members can attend.

Yours truly,

A handwritten signature in black ink that reads "Andrew Brunsen".

Andrew Brunsen  
Fish Fry Co-Chair

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License  
 Class B License

NAME OF ORGANIZATION: Our Lady of Peace

ADDRESS: 109 Plainfield Road Darien, Ill. 60521

TELEPHONE NUMBER: 630-325-9220 FAX NUMBER:                     

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
Our Lady of Peace School Gym

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
March 23, 2018 (FRIDAY) BETWEEN 4:00PM & 10:00PM

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Our Lady of Peace School Gym.

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

→ Wendy Gyzera  
Presiding Officer

ATTEST:

→ [Signature]  
Secretary

\*\*\*\*\*

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

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

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

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





**AGENDA MEMO**  
**City Council**  
**Meeting Date: March 5, 2018**

**Issue Statement**

Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for Signature Event Designs on behalf of the Community House

**BACKUP**

**Background/History**

Signature Event Designs on behalf of the Community House has applied for a Class A Raffle License for a raffle to be held on Saturday, April 7, 2018 they have also requested waiver of the bond requirement.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for Signature Event Designs raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the March 5, 2018 Council Agenda for formal consideration.



**From:** [Cindy Lopez](#)  
**To:** [Maria Gonzalez](#)  
**Subject:** Raffle License Request  
**Date:** Thursday, February 22, 2018 2:41:47 PM  
**Attachments:** [Raffle License Application - 2018 Spring Craft and Vendor Show April 7.pdf](#)

---

Hi Maria,

Please find attached the raffle license application for the Spring Craft and Vendor Show at Chateau Orleans Banquets/Chuck's Café on April 7, 2018. I would like to request the raffle Bond Fee to be waived.

Thank you again for your assistance!

Best Regards,

Cindy Lopez  
Signature Event Designs  
<https://www.facebook.com/signatureeventdesigns/>  
(630) 336-0511

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Signature Event Designs (Organizer) / The Community House

ADDRESS: 335 Ridgemoor Drive Willowbrook, IL 60527

TELEPHONE NUMBER: 630-336-0511 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:  
Chateau Orleans Banquets/Chuck's Cafe 8025 S. Cass Avenue, Darien, IL

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
9:00am - 12:45pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
April 7, 2018 12:45pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Chateau Orleans Banquets/Chuck's Cafe 8025 S. Cass Avenue, Darien, IL

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

\_\_\_\_\_  
Presiding Officer

ATTEST:

\_\_\_\_\_  
Secretary

\*\*\*\*\*

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**Meeting Date: March 5, 2018**

**Issue Statement**

Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the Darien District 61 Educational Foundation.

**BACKUP**

**Background/History**

The Darien District 61 Educational Foundation has applied for a Class B Raffle License and they have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Darien District 61 in the past.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Darien District 61 Educational Foundation raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the March 5, 2018 Council Agenda for formal consideration.



Supporting Educational Excellence

7414 Cass Avenue  
Darien, IL 60561  
[www.darien61foundation.org](http://www.darien61foundation.org)

February 24, 2018

Maria Gonzalez  
City of Darien  
1702 Plainfield Rd  
Darien, IL 60561

Dear Maria,

Please refer to our application for the attached raffle license for the Darien District 61 Educational Foundation. The fundraiser will use the results of the Illinois Pick 3 Daily Evening Draw May 1-31, 2018. The Foundation requests a waiver of the raffle license bond.

Please call me with any questions.

Thank you  
Barbara Finnegan  
Chairperson  
630-921-2774 cell  
630-515-5078 home

Board of Directors

*Barbara Finnegan,  
Chairperson*

*Andrew Blumenfeld  
Vice-Chairperson*

*Krishan Sant,  
Treasurer*

*David May,  
Secretary*

*Bonnie Kucera*

*Brian Kiefer*

*Jane Moss*

Ex-Officio

*Robert M. Carlo,  
Ed.D.,  
Superintendent  
District 61*

Honorary  
Board Members

*Mary Chiaro*

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Darien District 61 Educational Foundation

ADDRESS: 7414 Cass Ave Darien IL 60521

TELEPHONE NUMBER: 630-968-7505 FAX NUMBER: 630-968-0872

TYPE OF ORGANIZATION: Charitable 501c3  
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
District 61 Schools, Brookhaven Plaza, Jewel

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

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
May 1-31, 2018 Illinois Evening Pick 3 lottery

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

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

Barbara Finnegan  
Presiding Officer

ATTEST:  
Sam Bay  
Secretary

\*\*\*\*\*

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**Meeting Date: March 5, 2018**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for Rotary Club of Darien

**BACKUP**

**Background/History**

The Rotary Club of Darien has applied for a raffle license for a raffle to be held on April 24, 2018. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Rotary Club of Darien in the past.

**Staff/Committee Recommendation**

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

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the March 5, 2018 City Council Agenda for formal consideration.



ROTARY CLUB OF DARIEN  
P.O. Box 423  
Westmont, IL 60559

February 20, 2018

Darien City Council  
1702 Plainfield Road  
Darien, IL 60561

To Whom It May Concern:

Attached please find an APPLICATION FOR RAFFLE LICENSE from the Rotary Club of Darien. Our annual fundraiser, **Taste of Route 66**, will be held this year on Tuesday, April 24, 2018 at Carriage Greens Country Club.

Since our inception, the Rotary Club of Darien has aided hundreds of individuals, families and organizations. Our signature community project is **Food for Kids**, where we provide supplemental food every school weekend to approximately 200 underserved elementary school children in school districts serving Darien, Burr Ridge, and Willowbrook.

Other local projects of significant note are:

- Our **Grants-in-Aid** program has provided over \$300,000 to local residents for skills training, education and medical needs.
- Our **Dictionary Project** distributes dictionaries to all third graders in the Darien area; over 700 dictionaries were distributed to 7 schools in October.
- Sponsoring local high school students for a weekend of leadership training through the **Rotary Youth Leadership Awards (RYLA)** seminar, held every year at Williams Bay, Wisconsin.

To name just a few of our national and international projects:

- Supported water and sanitation efforts in Mexico and India.
- Shipped medical and dental equipment to Romania, Honduras, Ecuador, Jamaica and Ghana.
- Helped to fund and to construct a senior citizens/recreation center in Long Beach, Mississippi, following the devastation of Hurricane Katrina.

The Rotary Club of Darien hereby requests waiver of the raffle license bond.

If you have any questions, please contact me 630) 327-8202 or by email at [barb@bjvondracpa.com](mailto:barb@bjvondracpa.com). Thank you for consideration to help support the needs of our projects that make **DARIEN A NICE PLACE TO LIVE!**

Sincerely,

Barbara J. Vondra  
President, Rotary Club of Darien



# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License  
 Class B License

NAME OF ORGANIZATION: Rotary Club of Darien

ADDRESS: P.O. Box 423; Westmont, IL 60559

TELEPHONE NUMBER: 630-327-8202 \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
Tickets will be sold at Carriage Greens Country Club on  
day of Fundraiser (April 24, 2018)

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
At Fundraiser, during event, 6-10:00 PM

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
At Fundraiser – on April 24, 2018 approximately 9:00 PM

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Carriage Greens Country Club

I, **Barbara J. Vondra**, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

  
\_\_\_\_\_  
Presiding Officer

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

\*\*\*\*\*

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

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

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

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



**AGENDA MEMO**  
**CITY COUNCIL**  
**March 5, 2018**

**Issue Statement**

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Mayslake Knights of Columbus.

**BACKUP**

**Background/History**

Mayslake Knights of Columbus will be conducting a Fundraiser on Friday, March 23, 2018 and has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

**Staff/Committee Recommendation**

Staff recommends waiving the fee for the Temporary Liquor License for Mayslake Knights of Columbus.

**Alternate Consideration**

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

**Decision Mode**

This item will be on the March 5, 2018 City Council Agenda for formal consideration.



January 31, 2018

Mayor Kathleen Weaver  
City of Darien

Mayor Weaver:

On behalf of the Mayslake Knights of Columbus, Council #4053, I am asking for a waiver of the \$50 fee for a Temporary Liquor License.

Our council will be participating in the Our Lady of Peace "Fish Fry" activity scheduled for Friday, March 23, 2018 as the liquor and refreshment vendors for the event. We will be selling, beer, wine, soda and water to those attending the event. This is a one-day, or should I say evening event that will run from 4:00 pm to 10:00 pm. Last year this event brought in significant revenues for various parish groups including our council.

Thank you for considering this request, and we hope that you and other council members can attend.

Yours truly,

Joseph A. Marchese  
Grand Knight  
Mayslake Council #4053

# CITY OF DARIEN

## APPLICATION FOR TEMPORARY LIQUOR LICENSE

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

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

\*\*\*\*\*

NAME OF ORGANIZATION OR GROUP MAYS LAKE KNIGHTS of Columbus

ADDRESS 8412 KENTWOOD CT Darien PHONE 630-254-2421

TYPE OF EVENT CHURCH FISH FRY

LOCATION OF EVENT Our Lady of Peace School Gym

DATE AND TIME OF EVENT March 23, 2018 - 4-10pm

NAME OF APPLICANT OR REPRESENTATIVE JOSEPH A. Marchese

ADDRESS SAME as above PHONE \_\_\_\_\_

NAME OF CHAIRMAN OF EVENT ANDREW BRUNSEN

ADDRESS 1710 Cass Ave. Darien PHONE 713-957-3900

Joseph A. Marchese  
Signature of Applicant

\*\*\*\*\*

FEE: \_\_\_\_\_

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

Date Approved: \_\_\_\_\_

Application Approved: \_\_\_\_\_

License No. Issued \_\_\_\_\_

\_\_\_\_\_  
Kathleen Moesle Weaver, Liquor Commissioner

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

**AGENDA MEMO**  
**CITY COUNCIL**  
**March 5, 2018**

**Issue Statement**

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

**BACKUP**

**Background/History**

Our Lady of Peace Catholic School will be conducting a Fundraiser on Saturday, April 28, 2018 and has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

**Staff/Committee Recommendation**

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

**Alternate Consideration**

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

**Decision Mode**

This item will be placed on the March 5, 2018 City Council Agenda for formal consideration.



Anton S Lessmeister  
7533 Comstock Lane + Darien Illinois 60561 + 630-730-7264  
Alessmeister64@gmail.com

Hello Ms. Gonzalez,

Our Lady of Peace School is hosting a fundraiser on April 28<sup>th</sup> 2018 from 7-10:30pm in the school gym. The fundraiser is a Comedy Club night which designed to bring parishioners together for a fun evening while raising money to support school initiatives. Since this a charitable event, we kindly request that the City Council waive the liquor license fee. Thank you for your consideration and your help with this matter. If you have any questions, please reach out to me anytime.

Warm regards,  
Tony

Anton S Lessmeister  
Our Lady of Peace School  
630-730-7264

# CITY OF DARIEN

## APPLICATION FOR TEMPORARY LIQUOR LICENSE

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

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

\*\*\*\*\*

NAME OF ORGANIZATION OR GROUP OUR LADY OF PEACE SCHOOL

ADDRESS 709 PLAINFIELD RD DARIEN IL PHONE 630-325-9220

TYPE OF EVENT FUND RAISER

LOCATION OF EVENT SCHOOL GYM

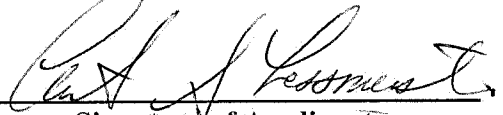
DATE AND TIME OF EVENT 4/28/17 7pm - 10:30 pm

NAME OF APPLICANT OR REPRESENTATIVE TONY LESSMEISTER

ADDRESS 7533 CONSTOCK LN PHONE 630-810-0477

NAME OF CHAIRMAN OF EVENT TONY LESSMEISTER

ADDRESS 7533 CONSTOCK LN PHONE 630-810-0477



Signature of Applicant

\*\*\*\*\*

FEE: \_\_\_\_\_

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

Date Approved: \_\_\_\_\_

Application Approved: \_\_\_\_\_

License No. Issued \_\_\_\_\_

\_\_\_\_\_  
Kathleen Moesle Weaver, Liquor Commissioner

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



**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2018 Landscape Maintenance Services within the 75<sup>th</sup> Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc. in an amount not to exceed \$6,625

AND

A **motion** authorizing a contingency in the amount of \$3,000 for replacement of plant materials and plant enhancements.

**RESOLUTION**

**BACKGROUND**

Over the last several years the City has added beautification landscape projects that include various types of planting beds. The planting beds require ongoing maintenance to maintain an aesthetically pleasing site throughout town. The locations are identified as follows:

**ROADSIDE RIGHTS OF WAY-75<sup>th</sup> Street**

1. 75<sup>th</sup> Street and Plainfield Road-East
2. 75<sup>th</sup> Street and Plainfield Road-West
3. 75<sup>th</sup> Street and Plainfield Road-Berm
4. 75<sup>th</sup> Street and Cass Ave-East
5. 75<sup>th</sup> Street and Cass Ave-West
6. 75<sup>th</sup> Street and Adams Street-East
7. 75<sup>th</sup> Street and Adams Street-West

**ROADSIDE RIGHTS OF WAY-SPECIFIED FACILITIES - CITY ENTRANCE SIGNS**

1. Plainfield Road Northern Right of Way-West of Route 83
2. 83<sup>rd</sup> Street Southern Right of Way-East of Janes Ave
3. 75<sup>th</sup> Street Southern Right of Way-East of Lemont Road
4. 75<sup>th</sup> Street Southern Right of Way-West of Route 83
5. Cass Ave-Eastern Right of Way-North of Frontage Road
6. Cass Ave-Western Right of Way-South of 67<sup>th</sup> Street
7. Lemont Road-Eastern Right of Way-North of I-55
8. 87<sup>th</sup> Street-Southern Right of Way-East of Woodward

**CITY OF DARIEN-CLOCK TOWER-CASS AVE AND PLAINFIELD ROAD - NORTH EAST CORNER**

The landscape maintenance contract calls out for the following:

1. Spring clean-up
2. Weeding and Cultivating on a Weekly basis
3. Mulching
4. Trimming of plant material
5. Fertilization
6. Plant material replacement



7. Plant material enhancement

A sealed bid opening was held on February 1, 2018, and eight bids were received. One bid was disqualified. Eternally Green Lawn Care Inc. was the lowest competitive bid, see attached bid tally labeled as [Attachment A](#). References for Eternally Green Lawn Care Inc, have been verified with satisfactory responses for professionalism, timeliness and quality workmanship. The proposed expenditure would be spent from the following account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 18/19 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>CONTINGENCY</b>	<b>PROPOSED COST</b>
01-30-4376	Maintenance-Building 75 <sup>th</sup> Street Planters	\$3,125	\$3,125	\$1,000	\$4,125
01-30-4376	Maintenance-Building Entrance Way Signs	\$1,550	\$1,550	\$1,000	\$2,550
01-30-4376	Maintenance-Building Clock Tower	\$1,950	\$1,950	\$1,000	\$2,950
01-30-4376	TOTALS	\$6,625	\$6,625	\$3,000	\$9625

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the resolution authorizing the Mayor and City Clerk to execute a contract for the 2018 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care Inc in an amount not to exceed \$6,625.

AND

A Motion authorizing a contingency in the amount of \$3,000 for replacement of plant materials and plant enhancements.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on March 5, 2018 City Council agenda, pending Budget consideration, for formal approval.

City of Darien  
1702 Plainfield Rd  
2/1/18 10 a.m.



**2018 Landscape Maintenance Services - Roadside ROW Medians & Specified Facilities**

			Christy Webber Landscapes	Twin Oaks Landscaping	GroundsKeeper Landscape Care	Ramiro Guzman Landscaping, Inc.	American Veteran Industries, LLC	Eternally Green Lawn Care, Inc.	Patriot Landscape Group, Inc.	DuPage Lawn and Home Service
<b>A. Roadside Rights of Way</b>										
<b>A. 75th Street Median</b>										
	<u>Number of Planting Beds</u>	<u>Est.Total Square Yards</u>								
1 - 75th St & Plainfield Rd - East	1	285	\$2,692.00	\$495.00	\$4,368.10	\$1,425.00	\$1,587.45	\$425.00	\$1,250.00	
2 - 75th St & Plainfield Rd - West	1	285	\$2,632.00	\$495.00	\$4,368.10	\$1,425.00	\$1,587.45	\$425.00	\$1,250.00	
3 - 75th St & Plainfield Rd - Berm	1	430	\$5,472.00	\$1,202.00	\$6,590.47	\$1,425.00	\$2,395.10	\$525.00	\$3,165.00	
4 - 75th St & Cass Ave - East	1	135	\$2,543.00	\$360.00	\$2,069.10	\$1,425.00	\$751.95	\$350.00	\$1,200.00	
5 - 75th St & Cass Ave - West	1	160	\$2,603.00	\$360.00	\$2,452.27	\$1,425.00	\$891.20	\$350.00	\$1,200.00	
6 - 75th St & Adams St - East	1	285	\$4,098.00	\$679.00	\$4,368.10	\$1,425.00	\$1,587.45	\$425.00	\$1,620.00	
7 - 75th St & Adams St - West	1	305	\$6,758.00	\$679.00	\$4,674.63	\$1,425.00	\$1,698.85	\$450.00	\$1,620.00	
<b>TOTAL</b>	<b>7</b>	<b>1885</b>								
8 - Fertilizer Treatment	7	1885	\$84.00	\$92.00	\$470.90	\$1,000.00	\$315.00	\$175.00	\$250.00	
<b>SUB - TOTAL - A</b>			<b>\$26,882.00</b>	<b>\$4,362.00</b>	<b>\$29,361.67</b>	<b>\$10,975.00</b>	<b>\$10,814.45</b>	<b>\$3,125.00</b>	<b>\$11,555.00</b>	Bid disqualified
<b>B. Roadside ROW - Specified Facilities</b>										
<b>B. City Entrance Signs</b>										
	<u>Number of Planting Beds</u>	<u>Est.Total Square Yards</u>								
1 - Plainfield Rd - Northern ROW										
West of Route 83	1	52	\$1,285.00	\$300.00	\$1,449.07	\$1,425.00	\$545.48	\$175.00	\$850.00	
2 - 83rd St - Southern ROW										
East of Janes Ave	1	35	\$1,285.00	\$300.00	\$975.33	\$1,425.00	\$367.15	\$150.00	\$800.00	
3 - 75th St - Southern ROW										
East of Lemont Rd	1	52	\$1,285.00	\$309.00	\$1,449.07	\$1,425.00	\$545.48	\$175.00	\$850.00	
4 - 75th St - Southern ROW										
West of Route 83	1	52	\$1,255.00	\$309.00	\$1,449.07	\$1,425.00	\$545.48	\$175.00	\$850.00	
5 - Cass Ave - Eastern ROW										
North of Frontage Rd	1	52	\$1,255.00	\$286.00	\$1,449.07	\$1,425.00	\$545.48	\$175.00	\$850.00	
6 - Cass Ave - Western ROW										
South of 67th St	1	40	\$1,255.00	\$291.00	\$1,114.67	\$1,425.00	\$419.60	\$150.00	\$800.00	
7 - Lemont Rd - Eastern ROW										
North of I-55	1	60	\$1,285.00	\$341.00	\$1,471.36	\$1,425.00	\$629.40	\$200.00	\$850.00	
8 - 87th St - Southern ROW										
East of Woodward	1	85	\$1,350.00	\$620.00	\$1,929.77	\$1,425.00	\$891.65	\$225.00	\$950.00	
<b>Total City Entrance Signs</b>	<b>8</b>	<b>428</b>								
9 - Fertilizer Treatment	8	428	\$42.00	\$55.00	\$491.56	\$1,000.00	\$360.00	\$125.00	\$50.00	
<b>SUB - TOTAL - B</b>			<b>\$10,297.00</b>	<b>\$2,811.00</b>	<b>\$11,778.97</b>	<b>\$12,400.00</b>	<b>\$4,849.72</b>	<b>\$1,550.00</b>	<b>\$6,850.00</b>	Bid disqualified
<b>C. City of Darien-Clock Tower-Cass Ave Plainfield Rd-North East Corner</b>										
<b>C. Clock Tower</b>										
	<u>Number of Planting Beds</u>	<u>Est.Total Square Yards</u>								
1 - Cass Ave & Plainfield Rd										
North East Corner	1	1555	\$4,784.00	\$5,196.00	\$5,649.33	\$1,425.00	\$4,213.00	\$1,750.00	\$2,540.00	
<b>TOTAL</b>	<b>1</b>	<b>1555</b>								
Fertilizer Treatment - Mulch Beds Only	1	1555	\$14.00	\$90.00	\$101.99	\$1,000.00	\$150.00	\$200.00	\$50.00	
<b>TOTAL</b>	<b>1</b>	<b>1555</b>								
<b>SUB - TOTAL - C</b>			<b>\$4,798.00</b>	<b>\$5,286.00</b>	<b>\$5,751.32</b>	<b>\$2,425.00</b>	<b>\$4,363.00</b>	<b>\$1,950.00</b>	<b>\$2,590.00</b>	Bid Disqualified
<b>TOTAL ( SECTIONS A and B and C)</b>			<b>\$41,977.00</b>	<b>\$12,459.00</b>	<b>\$46,891.96</b>	<b>\$25,800.00</b>	<b>\$20,027.17</b>	<b>\$6,625.00</b>	<b>\$20,995.00</b>	
			addendum-no bid bond=yes	addendum-yes bid bond=yes	addendum-no bid bond=yes	addendum-yes bid check	addendum-yes bid check	addendum-yes bid check	addendum-no bid check	no bid bond



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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2018 LANDSCAPE MAINTENANCE SERVICES WITHIN THE 75<sup>TH</sup> STREET RIGHT OF WAYS, CLOCK TOWER AND 8 ENTRANCE WAY PLANTING BEDS BETWEEN THE CITY OF DARIEN AND ETERNALLY GREEN LAWN CARE, INC. IN AN AMOUNT NOT TO EXCEED \$6,625**

**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 does execute a contract for the 2018 Landscape Maintenance Services within the 75<sup>th</sup> Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc., in an amount not to exceed \$6,625, 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 5<sup>th</sup> day of March, 2018.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CITY OF DARIEN

## LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2018 through April 30, 2019.

**Planting Bed Maintenance**

A. <u>75<sup>th</sup> Street (Section III – AA - A)</u>	Cost
1. 75 <sup>th</sup> Street and Plainfield Road East	\$ <u>425.00</u>
2. 75 <sup>th</sup> Street and Plainfield Road West	\$ <u>425.00</u>
3. 75 <sup>th</sup> Street and Plainfield Road Berm	\$ <u>525.00</u>
4. 75 <sup>th</sup> Street and Cass Ave-East	\$ <u>350.00</u>
5. 75 <sup>th</sup> Street and Cass Ave-West	\$ <u>350.00</u>
6. 75 <sup>th</sup> Street and Adams Street-East	\$ <u>425.00</u>
7. 75 <sup>th</sup> Street and Adams Street-West	\$ <u>450.00</u>
8. Fertilizer Treatment	\$ <u>175.00</u>
<b>SUB-TOTAL A.</b>	<b>\$ <u>3,125.00</u></b>
 <b>B. <u>Entrance Way Signs-Specified Facilities (Section III - AA - B)</u></b>	
1. Plainfield Road Northern Right of Way-West of Route 83	\$ <u>175.00</u>
2. 83 <sup>rd</sup> Street Southern Right of Way-East of Janes Ave	\$ <u>150.00</u>
3. 75 <sup>th</sup> Street Southern Right of Way-East of Lemont Road	\$ <u>175.00</u>
4. 75 <sup>th</sup> Street Southern Right of Way-West of Route 83	\$ <u>175.00</u>
5. Cass Ave-Eastern Right of Way-North of Frontage Road	\$ <u>175.00</u>
6. Cass Ave-Western Right of Way-South of 67 <sup>th</sup> Street	\$ <u>150.00</u>
7. Lemont Road-Eastern Right of Way-North of I-55	\$ <u>200.00</u>
8. 87 <sup>th</sup> Street-Southern Right of Way East of Woodward	\$ <u>225.00</u>
9. Fertilizer Treatment	\$ <u>125.00</u>
<b>SUB-TOTAL B.</b>	<b>\$ <u>1,550.00</u></b>
 <b>C. <u>City of Darien - Clock Tower-Cass Ave and Plainfield Road-North East Corner</u></b>	
1. Cass Ave and Plainfield Road-North East Corner	\$ <u>1,750.00</u>
2. Fertilizer Treatment	\$ <u>200.00</u>
<b>SUB-TOTAL C.</b>	<b>\$ <u>1,950.00</u></b>
 <b>TOTAL (Sections A and B and C)</b>	 <b>\$ <u>6,625.00</u></b>

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Eternally Green Lawn Care, as part of its bid on a  
(Name of Contractor)

contract for Landscape Maintenance to The City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

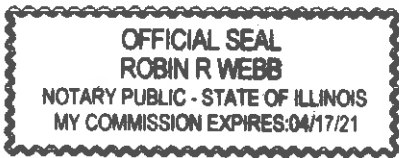
By: [Signature]  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 29 day of  
January, 2018.

MY COMMISSION EXPIRES:

4/17/21  
[Signature]  
NOTARY PUBLIC



1. This agreement, made and entered into this 29 day of January 2018, between the CITY OF DARIEN, acting by and through its Mayor and City Council and Eternally Green Lawn Care
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Eternally Green Lawn Care agrees with the CITY OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ The \_\_\_\_\_ of \_\_\_\_\_  
 By: \_\_\_\_\_ City Clerk By: \_\_\_\_\_ Mayor  
 (Seal)

**IF A CORPORATION**

**CORPORATE NAME**

Attest: \_\_\_\_\_  
 By: [Signature]  
 Secretary

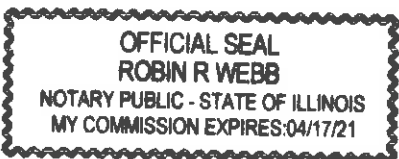
Eternally Green Lawn Care / Jim Webb  
 By: [Signature]  
 President

**SUBSCRIBED AND SWORN BEFORE ME**

This 29 day of January, 2018

MY COMMISSION EXPIRES: 4/17/21

[Signature]  
 NOTARY PUBLIC



CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2  
(CONTRACT EXTENSION)

Rates for services listed for 2018/19 contract period will not increase more than 0 % for the 2019/20 contract period. At its sole discretion, the City may extend the contract for a one-year term beginning on May 1, 2019 and concluding April 30, 2020.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:

Company: Eternally Green Lawn Care

Address: 749 Springer  
Lombard, IL 60148

Email: jwebb@eternallygreen.com

Telephone No. 815-469-5566 Fax No. 815-464-8199

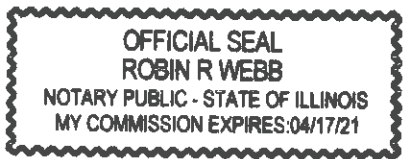
Signature: [Handwritten Signature]

Name and Title: (Please Print) Jim Webb / President

Date: JANuary 29, 2018

Subscribed and sworn before me this 29 day of January, 2018

MY COMMISSION EXPIRES: 4/17/21  
[Handwritten Signature]  
NOTARY PUBLIC



**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**ISSUE STATEMENT**

Approval of a resolution for the 2018 Street Maintenance contract with Schroeder Asphalt Inc., as per the following schedule of pricing:

Base Bid -	\$1,232,513.60
Alternate 1 –	\$ <u>61,500.00</u>
Total Cost	\$1,294,013.60

**RESOLUTION**

**The proposed contract is subject to the FY18-19 Budget approval.**

**BACKGROUND/HISTORY**

The City’s 2018 Street Maintenance Program proposed 4.87 miles. Typically the annual program averages approximately 5 miles per year. In anticipation of price increases, staff listed several roadways as alternates within the bid packet. Staff is proposing the following program for this year and includes **5.03** miles:

**Base Bid** - Includes the proposed schedule as listed above “2018 Road Resurfacing Program” \$1,294,013.60

**2018 Road Program Schedule**

<b>STREET</b>	<b>SUB DIVISION</b>	<b>LENGTH FT</b>	<b>LIMIT</b>	<b>LAST REHAB</b>	<b>CATALOG RATING</b>	<b>CURRENT RATING</b>
71st Ave	Farmingdale 5.6.7.8.9	3840	Washington - Fairview	2005	65	65
Abbey	Farm Ridge	640	Cambridge - Dead end	2001	67	65
Bentley Ave	Clarefield	1093	68th - Chestnut	2000	67	65
Bentley Ave	North of 67th	650	67th - North limit	2003	65	64
Brookhaven Ave	Brookhaven #1	1320	N Warwick - S Warwick	2005	65	65
Chippewa Lane	Farmingdale Terrace North	400	Farmingdale -Sawyer	2007	73	70
Crest Road	Marion Hills South	920	Plainfield - Janet	2004	65	64
Farmingdale Dr	Farmingdale Terrace North	3100	75th - 79th	2006	65	65
Grandview Ln	Farmingdale Ridge	1870	83rd - Drover	2003	69	67
High Point Cir	Farmingdale Terrace South	1050	South Frontage - Limit	2003	65	65
Hudson Street	Darien Club	580	71st - Limit	2000	69	66
Richmond Ave	Hinsbrook	5100	67th - Seminole	2006	68	68
Seminole Drive	Hinsbrook	3200	Plainfield - Hinsbrook	2005	67	67
Spring Green Dr	Farmingdale Ridge	1165	Parkview - Beller	2003	67	67
Tennessee	Clarefield	1093	67th - Chestnut	2000	67	65
Willow Lane	Hinsbrook	900	Seminole - Belair	2003	67	67
		<b>26921.0</b>				
	<b>Miles</b>	<b>5.1</b>				







CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
 2018 ROAD PROGRAM  
 (CBBEL PROJECT NO. 17-0542)  
 BID TABULATION  
 DATE: January 23, 2018

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SCHROEDER ASPHALT		BROTHERS ASPHALT PAVING		M&J ASPHALT		JOHNSON PAVING		K-FIVE		R.W. DUNTEMAN		A LAMP	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	43760	\$ 0.95	\$ 41,572.00	\$ 0.01	\$ 437.60	\$ 0.20	\$ 8,752.00	\$ 0.01	\$ 437.60	\$ 0.01	\$ 437.60	\$ 0.01	\$ 437.60	\$ 0.45	\$ 19,692.00	\$ 0.01	\$ 437.60
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	4160	\$ 80.00	\$ 332,800.00	\$ 86.50	\$ 359,840.00	\$ 82.00	\$ 341,120.00	\$ 85.00	\$ 353,600.00	\$ 80.00	\$ 332,800.00	\$ 86.00	\$ 357,760.00	\$ 85.00	\$ 353,600.00	\$ 101.00	\$ 420,160.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	8230	\$ 80.00	\$ 658,400.00	\$ 69.00	\$ 567,870.00	\$ 69.00	\$ 567,870.00	\$ 67.50	\$ 555,525.00	\$ 75.00	\$ 617,250.00	\$ 65.90	\$ 542,357.00	\$ 75.25	\$ 619,307.50	\$ 79.00	\$ 650,170.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	88280	\$ 2.50	\$ 220,700.00	\$ 1.95	\$ 172,146.00	\$ 2.30	\$ 203,044.00	\$ 2.55	\$ 225,114.00	\$ 2.75	\$ 242,770.00	\$ 3.50	\$ 308,980.00	\$ 2.25	\$ 198,630.00	\$ 3.40	\$ 300,152.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	760	\$ 25.00	\$ 19,000.00	\$ 28.00	\$ 21,280.00	\$ 30.00	\$ 22,800.00	\$ 50.50	\$ 38,380.00	\$ 40.00	\$ 30,400.00	\$ 15.00	\$ 11,400.00	\$ 27.00	\$ 20,520.00	\$ 37.50	\$ 28,500.00
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	52	\$ 450.00	\$ 23,400.00	\$ 415.00	\$ 21,580.00	\$ 400.00	\$ 20,800.00	\$ 475.00	\$ 24,700.00	\$ 400.00	\$ 20,800.00	\$ 300.00	\$ 15,600.00	\$ 500.00	\$ 26,000.00	\$ 450.00	\$ 23,400.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2160	\$ 45.00	\$ 97,200.00	\$ 39.75	\$ 85,860.00	\$ 60.00	\$ 129,600.00	\$ 44.00	\$ 95,040.00	\$ 30.00	\$ 64,800.00	\$ 35.00	\$ 75,600.00	\$ 45.00	\$ 97,200.00	\$ 47.00	\$ 101,520.00
*NA	SPEED HUMP REMOVAL AND REPLACEMENT	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,450.00	\$ 5,450.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 1,394,572.00	\$ 1,232,513.60	\$ 1,297,986.00	\$ 1,298,246.60	\$ 1,311,757.60	\$ 1,313,334.60	\$ 1,338,949.50	\$ 1,526,839.60						

ALTERNATE 1 - MISCELLANEOUS PATCHING

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SCHROEDER ASPHALT		BROTHERS ASPHALT PAVING		M&J ASPHALT		JOHNSON PAVING		K-FIVE		R.W. DUNTEMAN		A LAMP	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1500	\$ 45.00	\$ 67,500.00	\$ 41.00	\$ 61,500.00	\$ 80.00	\$ 120,000.00	\$ 50.25	\$ 75,375.00	\$ 60.00	\$ 90,000.00	\$ 55.00	\$ 82,500.00	\$ 51.00	\$ 76,500.00	\$ 75.00	\$ 112,500.00
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 67,500.00	\$ 61,500.00	\$ 120,000.00	\$ 75,375.00	\$ 90,000.00	\$ 82,500.00	\$ 76,500.00	\$ 112,500.00						

ALTERNATE 2 - BROOKHAVEN PARCEL

CODE NO.	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		SCHROEDER ASPHALT		BROTHERS ASPHALT PAVING		M&J ASPHALT		JOHNSON PAVING		K-FIVE		R.W. DUNTEMAN		A LAMP	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	150	\$ 35.00	\$ 5,250.00	\$ 32.00	\$ 4,800.00	\$ 40.00	\$ 6,000.00	\$ 54.00	\$ 8,100.00	\$ 50.00	\$ 7,500.00	\$ 45.00	\$ 6,750.00	\$ 60.00	\$ 9,000.00	\$ 15.00	\$ 2,250.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	450	\$ 2.00	\$ 900.00	\$ 0.50	\$ 225.00	\$ 2.00	\$ 900.00	\$ 1.25	\$ 562.50	\$ 1.00	\$ 450.00	\$ 0.10	\$ 45.00	\$ 3.00	\$ 1,350.00	\$ 2.00	\$ 900.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	300	\$ 35.00	\$ 10,500.00	\$ 36.00	\$ 10,800.00	\$ 35.00	\$ 10,500.00	\$ 30.00	\$ 9,000.00	\$ 30.00	\$ 9,000.00	\$ 1.00	\$ 300.00	\$ 52.00	\$ 15,600.00	\$ 15.00	\$ 4,500.00
35800100	PREPARATION OF BASE	SQ YD	8,800	\$ 2.00	\$ 17,600.00	\$ 0.75	\$ 6,600.00	\$ 1.00	\$ 8,800.00	\$ 0.90	\$ 7,920.00	\$ 1.00	\$ 8,800.00	\$ 1.00	\$ 8,800.00	\$ 1.00	\$ 8,800.00	\$ 1.20	\$ 10,560.00
35800200	AGGREGATE BASE REPAIR	TON	500	\$ 20.00	\$ 10,000.00	\$ 17.00	\$ 8,500.00	\$ 35.00	\$ 17,500.00	\$ 17.00	\$ 8,500.00	\$ 15.00	\$ 7,500.00	\$ 5.00	\$ 2,500.00	\$ 30.00	\$ 15,000.00	\$ 10.00	\$ 5,000.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N-50-2.75"	TON	1,500	\$ 85.00	\$ 127,500.00	\$ 67.00	\$ 100,500.00	\$ 70.00	\$ 105,000.00	\$ 64.50	\$ 96,750.00	\$ 65.00	\$ 97,500.00	\$ 61.55	\$ 92,325.00	\$ 67.00	\$ 100,500.00	\$ 74.00	\$ 111,000.00
40603335	HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50 - 1.5"	TON	900	\$ 85.00	\$ 76,500.00	\$ 69.00	\$ 62,100.00	\$ 80.00	\$ 72,000.00	\$ 67.90	\$ 61,110.00	\$ 75.00	\$ 67,500.00	\$ 65.50	\$ 58,950.00	\$ 71.00	\$ 63,900.00	\$ 81.00	\$ 72,900.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	10	\$ 300.00	\$ 3,000.00	\$ 420.00	\$ 4,200.00	\$ 400.00	\$ 4,000.00	\$ 475.00	\$ 4,750.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00	\$ 500.00	\$ 5,000.00	\$ 450.00	\$ 4,500.00
*X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (3" TO 4")	SQ YD	8,800	\$ 4.00	\$ 35,200.00	\$ 2.50	\$ 22,000.00	\$ 4.00	\$ 35,200.00	\$ 3.85	\$ 33,880.00	\$ 4.00	\$ 35,200.00	\$ 3.00	\$ 26,400.00	\$ 3.25	\$ 28,600.00	\$ 6.65	\$ 58,520.00
*INDICATES SPECIAL PROVISION				TOTAL =		\$ 286,450.00	\$ 219,725.00	\$ 259,900.00	\$ 230,572.50	\$ 237,450.00	\$ 199,070.00	\$ 247,750.00	\$ 270,130.00						


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

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

January 24, 2018

 City of Darien City Hall  
 1702 Plainfield Rd  
 Darien, IL 60561

Attention: Dan Gombac

 Subject: City of Darien  
 2018 Street Program  
 (CBBEL Project No. 17-0542)

Dear Dan:

On Tuesday, January 23<sup>rd</sup>, 2018 at 9:30 a.m., bids were received at the City of Darien City Hall for the 2018 Street Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in bold.

Company Name	Base Bid	Alternate 1 Bid	Alternate 2 Bid	Bid Bond
Engineer's Estimate	\$ 1,394,572.00	\$ 67,500.00	\$ 286,450.00	✓
<b>SCHROEDER ASPHALT</b>	<b>\$ 1,232,513.60</b>	<b>\$ 61,500.00</b>	\$ 219,725.00	✓
BROTHERS ASPHALT	\$ 1,297,986.00	\$ 120,000.00	\$ 259,900.00	✓
M&J ASPHALT	\$ 1,298,246.60	\$ 75,375.00	\$ 230,572.50	BID BOND NOT INCLUDED
JOHNSON PAVING	\$ 1,311,757.60	\$ 90,000.00	\$ 237,450.00	✓
K-FIVE	\$ 1,313,334.60	\$ 82,500.00	<b>\$ 199,070.00</b>	✓
R.W. DUNTEMAN	\$ 1,338,949.50	\$ 76,500.00	\$ 247,750.00	✓
A LAMP	\$ 1,526,839.60	\$ 112,500.00	\$ 270,130.00	✓

It is our understanding the City Staff will determine the award of the base bid and any alternates to Schroeder Asphalt Services, Inc. Please note that Schroeder Asphalt Services, Inc was the low qualified bidder for the base bid and alternate bids of \$1,513,738.60. Schroeder Asphalt Services, Inc. has done work for the City in the past and we suggest accepting Schroeder Asphalt Services, Inc's bid as determined by Staff.

Enclosed for your review are the reviewed bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

 Lee M. Fell, PE  
 Assistant Department Head – Civil Engineering Design



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2018 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND SCHROEDER ASPHALT, INC. THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,232,513.60; ALTERNATE 1 – PATCHING - \$61,500.00; FOR A TOTAL OF \$1,294,013.60**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2018 Street Maintenance Program, between the City of Darien and Schroeder Asphalt, Inc, including the Base Bid in the amount of \$1,232,513.60 and Alternate 1 – Patching \$61,500.00 for a total of \$1,294,013.60, 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 5<sup>th</sup> day of March, 2018.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 5<sup>th</sup> day of March, 2018.**

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

ATTEST:

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

APPROVED AS TO FORM:

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





Route -----  
 County DuPage  
 Local Agency City of Darien  
 Section -----

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,  
as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_  
Attest: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

(SEAL)

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

Attest:

\_\_\_\_\_  
City of Darien  
(Awarding Authority)

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

1. Proposal of Schroeder Asphalt Services, Inc.  
P.O. Box 831, Huntley, IL 60142

for the improvement of the above section by the construction of HMA surface removal, resurfacing, and patching, as well as structure adjustments and aggregate shoulders

a total distance of 29,160 feet, of which a distance of 29,160 feet, ( 5.52 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by July 15, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is ( 5% of bid amount ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: \_\_\_\_\_.
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for BASE BID		Bidder's Proposal for Making Entire Improvements			
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	43760	.01	437.60
10600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	4160	82.50	355,840.00
10603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	8230	69.00	567,870.00
14000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	88280	1.95	172,146.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	760	28.00	21,280.00
XX002258	STRUCTURES TO BE ADJUSTED	EACH	52	415.00	21,580.00
XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2160	39.75	85,860.00
*NA	SPEED HUMP REMOVAL AND REPLACEMENT	EACH	1	3,500.00	3,500.00
Bidder's Proposal for BASE BID					1,272,573.60

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

ALTERNATE 1 BID - MISCELLANEOUS PATCHING

Item No.	Items	Unit	Quantity	Unit Price	Total
XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1,500	41.00	61,500.00
Bidder's Proposal for ALTERNATE 1 BID					61,500.00

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements
--

Bidder's Proposal for ALTERNATE 2 BID

Bidder's Proposal for ALTERNATE 2 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	150	32.00	4,800.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	450	.50	225.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	300	36.00	10,800.00
35800100	PREPARATION OF BASE	SQ YD	8,800	.75	6,600.00
35800200	AGGREGATE BASE REPAIR	TON	500	17.00	8,500.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N-50-2.75'	TON	1,500	67.00	100,500.00
40603335	HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50 - 1.5'	TON	900	69.00	62,100.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	10	420.00	4,200.00
*X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (3" TO 4")	SQ YD	8,800	2.50	22,000.00
Bidder's Proposal for ALTERNATE 2 BID					219,725.00

**SIGNATURES**

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By *Ronald Schroeder*  
President

Business Address P.O. Box 831  
Huntley, IL 60142

Inset Names of Officers

President Ronald Schroeder

Secretary Grace Foss

Treasurer Ronald Schroeder

Attest:

*Grace A. Foss*  
Secretary

RETURN WITH BID

Affidavit of Illinois Business Office

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route Various

State of Illinois )  
County of McHenry ) ss.

I, Ronald Schroeder of Huntley, Illinois  
(Name of Affiant) (City of Affiant) (State of Affiant)

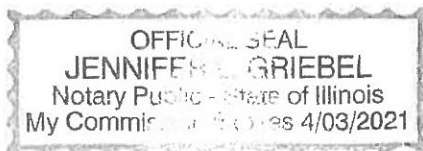
being first duly sworn upon oath, states as follows:

1. That I am the President of Schroeder Asphalt Services, Inc.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Schroeder Asphalt Services, Inc. will maintain a  
(bidder)  
business office in the State of Illinois which will be located in McHenry County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Ronald Schroeder  
(Signature)  
Ronald Schroeder  
(Print Name of Affiant)

This instrument was acknowledged before me on 23rd day of January, 2018.

(SEAL)



Jennifer Griebel  
(Signature of Notary Public)

City of Darien  
2018 Street Program  
(CBBEL Project No. 17-0542)  
Page 2

**2018 ROAD PROGRAM - BASE BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Crest Road	Plainfield Rd. - Janet Ave.	920	20	2,044	2" MILLING	
Tennessee Avenue	67th St. - Chestnut Ln.	1093	20	2,429	2" MILLING	
Bentley Avenue	67th St. - Chestnut Ln.	1093	24	2,915	2" MILLING	
Bentley Avenue	67th St. - North Limit	650	24	1,733	2" MILLING	
Willow Lane	Seminole Dr. - Belair Ct.	900	26	2,600	2" MILLING	✓
Farmingdale Drive	75th St. - 79th St.	3100	26	8,956	2" MILLING	✓
Chippewa Lane	Farmingdale Dr. - Sawyer Rd.	400	26	1,156	2" MILLING	✓
High Point Circle	North Frontage - Limit	1050	28	3,267	2" MILLING	✓
Brookhaven Avenue	N Warwick Ave. - S Warwick Ave.	1320	20	2,933	2" MILLING	
71st Street	Washington St. - Fairview Ave.	3840	35	14,933	2" MILLING	✓
Hudson Street	71st St. - Limit	580	29	1,869	2" MILLING	✓
Abbey Drive	Cambridge Rd. - Dead End	640	25	1,778	2" MILLING	✓
Grandview Place	83rd St. - Drover Ln.	1870	25	5,194	2" MILLING	✓
Spring Green Drive	Parkview Dr. - Beller Dr.	1165	26	3,366	2" MILLING	✓
Richmond Avenue	67th St. - Seminole Dr.	5100	35	19,833	2" MILLING	✓
Seminole Drive	Plainfield Rd. - Hinsbrook Ave.	3200	34	12,089	2" MILLING	✓
<b>TOTAL =</b>		<b>26,921</b>		<b>87,095</b>		

**2018 ROAD PROGRAM - ALTERNATE 1 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Miscellaneous Patching	Various Streets	N/A	N/A	1,500	CLASS D PATCHES	
<b>TOTAL =</b>		<b>0</b>		<b>1,500</b>		

**2018 ROAD PROGRAM - ALTERNATE 2 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
N/A	Plainfield Rd. - Cass Ave.	2239	35	8,707	3"-4" MILLING	
<b>TOTAL =</b>		<b>2,239</b>		<b>8,707</b>		



**AGENDA MEMO**  
**CITY COUNCIL**  
**March 5, 2018**

**Issue Statement**

Approval of the 2018 City of Darien Zoning Map for publication.

**RESOLUTION**

**Discussion**

Every year the City updates the Zoning Map to show the zoning and development approvals during the previous calendar year. [Attachment 1](#) to this memo is a chart of 2017 updates with a listing of the 10 addresses that included 4 PUD amendments, 2 variations, 2 re-subdivisions, 1 annexation, 1 rezoning, 1 amended development agreement, and 1 vacation of right-of-way. State Statute requires that zoning maps be published every year by March 31. The approved map will be posted in City Hall and on the City website and paper copies will be made available.

**MSC**

The Municipal Services Committee reviewed this item at their February 26 meeting and recommended by a 3-0 vote to City Council to approve **Resolution # \_\_\_\_\_** "A Resolution Approving the 2018 City of Darien Zoning Map" as presented.



<b>Darien Zoning Map - 2017 updates</b>				
<b>Address</b>	<b>Ordinance</b>	<b>Type</b>	<b>Use</b>	<b>Map Key</b>
2189 75th Street	O-04-17	Amend PUD	donation collection (Amvets)	88
7533 Cass Avenue	R-48-17	Amend development agreement	dentist (Darien Point)	16
902 Walnut Drive	O-07-17	Variation	boat (Rolowicz)	
2225 Shannon Court	O-11-17	Vacate ROW	Oldfield Road (Wrenn)	
2109 Cottage Lane	O-13-17	Re-subdivision plat	Lot 20 easement (Rolling Knolls)	168
2815 83rd Street	O-14-17	Amend PUD	chiropractor (Crossroads)	131
8414 Dawn Lane	O-17-17	Amend PUD	oversized deck (Violet's Farm)	155
17w615 N. Frontage	O-20-17 O-21-17 O-22-17	Annexation Agreement Annexation Zoning (B-3 Special Use)	motor home rental (R&R)	
8185 Chapman Court	O-19-17	Variation	pool and deck (Deolitsis)	
Evergreen Lane (west of 1524)	O-26-17	Amend PUD and re-subdivision	2 single family lots (Broderick - Carriage Way)	5





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

**A RESOLUTION APPROVING THE  
2018 CITY OF DARIEN ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as “Exhibit A” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

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

**SECTION 1:** That the City hereby approves the zoning map, attached as “[Exhibit A](#)”.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of March, 2018.

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

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

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

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

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

**ILLINOIS, this 5<sup>th</sup> day of March, 2018**

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

ATTEST:

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

APPROVED AS TO FORM:

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





**AGENDA MEMO**  
**CITY COUNCIL**  
**March 5, 2018**

**Issue Statement**

Approval of a one year extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center shopping center.

**ORDINANCE**

**Discussion**

In 2005, the City Council granted a minor amendment to the Darien Towne Centre PUD via Ordinance O-4-05 to allow an AMVETS collection center in the west edge of the Walmart parking lot subject to a review by the City Council on an annual basis as to the location and to address any operational issues. In 2015, the City Council approved a location change for the Collection Center to the northwest corner of the Walmart parking lot by Ordinance O-22-15. Since then, the City has granted one-year extensions.

Tim Foley, the local Illinois AMVETS representative, says this collection center has been very productive for them and they would like to continue operation there. AMVETS staff are instructed to keep site clean. City staff has not observed any problems at this site.

**MSC**

The Municipal Services Committee reviewed this item at their February 26 meeting and recommended by a 3-0 vote to the City Council to approve **Ordinance # \_\_\_\_\_** “An Ordinance Granting a Minor Amendment to an Approved Planned Unit Development (Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, AMVETS Collection Center at Walmart)”, as presented.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois,  
AMVETS Collection Center at Walmart)**

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 5<sup>th</sup> DAY OF MARCH, 2018**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of March, 2018.**

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

**AN ORDINANCE GRANTING A ONE (1) YEAR EXTENSION  
TO THE PREVIOUSLY APPROVED MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois,  
AMVETS Collection Center at Walmart)**

**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**, heretofore, pursuant to Ordinance No. O-18-93, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as the “Darien Towne Centre”; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-4-05, the City granted a minor amendment to the Darien Towne Centre PUD for an Illinois AMVETS Collection Center in the Wal-Mart parking lot, for an initial period of one (1) year, which was to be reviewed by the City Council on an annual basis as to the location and to address any operational issues; and

**WHEREAS**, heretofore, pursuant to Ordinance O-4-05, the City granted one (1) year extensions on February 6, 2006, April 2, 2007, March 3, 2008, March 2, 2009, February 1, 2010, February 7, 2011, March 5, 2012, March 4, 2013, March 3, 2014, March 3, 2015; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted a location change for the collection center to the far northwest corner of the Walmart parking lot: and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted one (1) year extension on April 3, 2017 by Ordinance No. O-04-17; and

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

**WHEREAS**, City has reviewed the collection center and has not found any operational issues: and

**WHEREAS**, on February 26, 2018, the Municipal Services Committee of the City Council reviewed the operation of the Illinois AMVETS Collection Center and forwarded its recommendation to extend the PUD amendment for another year to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant a one (1) year extension to the Illinois AMVETS Collection Center 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: Extension of the Previously Approved Minor Amendment to PUD Granted.** The previously granted minor amendment to the approved PUD for the Darien Towne Centre by Ordinance No. O-04-17 is hereby extended for a one (1) year period, at which time the City Council shall review the location and address any operational issues.

**SECTION 2: 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.

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

**SECTION 3: 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 5<sup>th</sup> day of March, 2018.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of March, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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





**AGENDA MEMO**  
**CITY COUNCIL**  
**March 5, 2018**

**Issue Statement**

Approval of a resolution in support of the Greenest Region Compact.

**Resolution**

**Background**

The Greenest Region Compact (GRC) is a program put together by the Metropolitan Mayors Caucus (MMC) to encourage municipalities to do an environmental sustainability plan.

The MMC role has been three-fold:

1. **GUIDE** They have produced a document they call a “framework” that summarizes the best ideas from others who do sustainability planning and make it available as a guide to doing your own plan. These best ideas are listed in [Exhibit A](#): Goals.
2. **RESOLUTION** They have asked all municipalities to adopt a resolution that supports GRC and declares the City’s intent to do a sustainability plan.
3. **ASSISTANCE** They will try to obtain grants and other resources that may become available to help the Cities that have adopted a resolution.

Sustainability plans (SP) are a growing trend and over 30 municipalities in Illinois and hundreds nationwide have already prepared one. SP is an inclusive category of plans that can include a variety of content, such as;

- Reduce air pollution by switching to non-fossil fuels, promoting solar energy systems, planting more trees, and increasing recycling.
- Reduce water pollution by expanding wetlands, switching to road salt alternatives, and organic pesticides and herbicides.
- Reduce driving by building bike paths and increasing local source foods.
- Reduce sprawl by regulating density, walkability, and increasing open space.

Improving our environmental sustainability is a universal goal.

Staff will explore innovative ideas that may be implemented either with no costs or future budget commitments to implement environmental sustainability programs.

**MSC**

The Municipal Services Committee reviewed this item at their February 26 meeting and recommended by a 3-0 vote to the City Council to approve Resolution # \_\_\_\_\_ “A Resolution in Support of the Greenest Region Compact”.



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

**A RESOLUTION IN SUPPORT OF  
THE GREENEST REGION COMPACT**

**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 Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives: and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level: and

**WHEREAS**, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

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

**WHEREAS**, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the GRC2 offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the GRC2 will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality; and

**WHEREAS**, on February 26, 2018, the Municipal Services Committee of the City Council reviewed the Greenest Region Compact Materials from the Metropolitan Mayors Caucus and has forwarded its recommendation of approval of this resolution to the City Council; and

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

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

**SECTION 1:** That the City hereby endorses the Goals of the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus, and is attached hereto as [Exhibit “A”](#).

**SECTION 2:** That the City agrees to work to achieve the Goals of the Greenest Region Compact 2, both within Darien and in collaboration throughout the region.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## **Greenest Region Compact 2**

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact 2 aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact 2 and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### **Climate**

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### **Economic Development**

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### **Energy**

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### **Land**

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible well-used and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region

## **Mobility**

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



## **Municipal Operations**

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



## **Sustainable Communities**

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



## **Waste & Recycling**

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



## **Water**

- Use and distribute water efficiently
- Protect and improve and water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship





**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**ISSUE STATEMENT**

A RESOLUTION DECLARING THE OFFICIAL INTENT TO REIMBURSE EXPENDITURES OF THE CITY OF DARIEN IN CONNECTION WITH THE ISSUANCE OF NOT-TO-EXCEED \$4,000,000 GENERAL OBLIGATION BONDS SERIES 2018 OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS

**RESOLUTION**

**BACKGROUND HISTORY**

The FYE 19 proposed budget includes a G.O. Bond to fund various water main improvements over the next several years. The first water main project is scheduled for approval prior to issuing the bond.

The proposed reimbursement resolution will allow the City to use the bond proceeds for costs incurred prior to the receipt of the bond proceeds. This is a routine procedure when the project is approved prior to the approval of the bond.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the Resolution.

**ALTERNATE CONSIDERATION**

N/A.

**DECISION MODE**

This item will be on the March 5, 2018, City Council agenda for formal approval.

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

**A RESOLUTION DECLARING THE OFFICIAL INTENT TO  
REIMBURSE EXPENDITURES OF THE CITY OF DARIEN  
IN CONNECTION WITH THE ISSUANCE OF  
NOT-TO-EXCEED \$4,000,000 GENERAL OBLIGATION BONDS  
SERIES 2018 OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, the City of Darien (“City”) is a home-rule unit and may exercise any power or perform any function pertaining to its government and affairs, including but not limited to the power to tax and to incur debt; and

**WHEREAS**, the City intends to authorize and execute a multi-year plan to construct, renovate, equip, rehabilitate and improve infrastructure within the City, including but not limited to infrastructure projects relating to the City’s water system (the “Projects”); and

**WHEREAS**, the City reasonably expects to advance its own funds to pay certain costs of the Projects and subsequently reimburse these advances with proceeds of debt to be incurred by the City; and

**WHEREAS**, the City expects to issue debt in one or more series not expected to exceed \$ **\$4,000,000** in aggregate principal amount plus costs of issuance for purposes of financing, refinancing or reimbursing costs of the Projects;

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

**SECTION 1: Declaration of Official Intent.** The City hereby declares its official intent to construct, renovate, equip, rehabilitate and/or improve the Projects; to reimburse certain costs of constructing, renovating, equipping, rehabilitating and/or improving the Projects with proceeds of debt to be incurred by the City; and to issue debt in one or more series not expected to exceed **\$4,000,000** in aggregate principal amount plus costs of issuance for purposes of financing, refinancing or reimbursing costs of the Projects.

**SECTION 2: Intent to Comply With IRS Regulations.** The City intends this Resolution to satisfy the requirements of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, and specifically Treasury Regulation Section 1.150-2(d) regarding the declaration by the City of its official intent to issue its bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Regulation Section 1.150-2(c)) incurred with respect to the Projects within sixty (60) days preceding the adoption of this Resolution.

**SECTION 3: Full Force and Effect.** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.



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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 5th day of March, 2018.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 5th day of March, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**ISSUE STATEMENT**

A Resolution approving a Transition Agreement with Bryon D. Vana and approving an Employee Leasing agreement with GOVTEMPUSA, LLC

**RESOLUTION**

**BACKGROUND/HISTORY**

Presented along with this year’s budget is consideration of an Employee Leasing Agreement between the City of Darien and GOVTEMPUSA, LLC, and a Transition Agreement between Bryon D. Vana and the City of Darien. These Agreements will reduce costs of the City Administrator position and provide a 3 year transition plan for my employment with the City.

In summary, I would retire from my position with the City through a Transition Agreement and become an employee of GovTemps. The City would simultaneously approve the agreement with GovTemps. This agreement allows for me to serve the City, through GovTemps, for up to 3 additional years. The estimated savings to the city over the 3 year period is \$227,725 and shown in the chart below. The estimated savings is due to a reduction in salary and the elimination of employee benefits provided to me.

	FYE 19	FYE 20	FYE 21	3 Year Total
City Cost – No Change to Administrator’s position	<b>\$248,636</b>	<b>\$252,785</b>	<b>\$259,104</b>	<b>\$760,525</b>
City Cost- 3 year GovTemp Agreement	<b>\$177,600</b>	<b>\$177,600</b>	<b>\$177,600</b>	<b>\$532,800</b>
Savings	\$71,036	\$75,185	\$81,504	<b>\$227,725</b>

The agreement has been reviewed, and approved as to form, by the City Attorney. I have also reviewed the financial aspects of this agreement with the City Treasurer for accuracy. The City Council and I have met several times in executive session and during the FYE 19 budget meeting to discuss this agreement and transition plan.

**STAFF RECOMMENDATION**

Based on concurrence of the City Council, staff recommends approval of a Resolution approving a Transition Agreement with Bryon D. Vana and approving an Employee Leasing agreement with GOVTEMPUSA, LLC

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be on the March 5, 2018, City Council agenda for formal approval.

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

**A RESOLUTION APPROVING A TRANSITION  
AGREEMENT WITH BRYON D. VANA AND APPROVING  
AN EMPLOYEE LEASING AGREEMENT WITH  
GOVTEMPUSA, LLC**

**WHEREAS**, the Mayor and City Council of the City of Darien have been advised that Bryon D. Vana, City Administrator, intends on retiring his employment with the City of Darien and begin employment with GOVTEMPUSA, LLC; and

**WHEREAS**, the Mayor and City Council has determined that it is beneficial to enter into an agreement with GOVTEMPUSA, LLC to provide a worksite employee that will assume the chief administrative duties of the City as determined by the Mayor and City Council; and

**WHEREAS**, the Mayor and City Council has determined that these agreements will financially benefit the City and reduce the expenses associated with the compensation paid to the City Administrator; and

**WHEREAS**, the Mayor and City Council have further determined that these agreements benefit the City by creating a well-planned transition period for the replacement of the City Administrator;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 sign a transition agreement between the City of Darien and Bryon D. Vana and attached hereto as "**Exhibit A**".

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

**SECTION 2:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to sign an Employee Leasing Agreement between the City of Darien and GOVTEMPUSA, LLC and attached hereto as “**Exhibit B**”

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law

**SECTION 4: Home Rule.**

This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution 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 the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of March, 2018.**

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

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

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

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

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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





**EMPLOYMENT TRANSITION AGREEMENT**

This Agreement is dated March 5, 2018, by and between the City of Darien (“City”) and Bryon D. Vana (“Mr. Vana”).

**RECITALS**

- A. After a distinguished career as City Administrator, Mr. Vana has determined to leave his present position and return to the City in the capacity of consultant.
- B. The Mayor and City Council greatly appreciate Mr. Vana’s service.
- C. It is the purpose of this Agreement to wrap up all matters relating to Mr. Vana’s status with the City as employee as outlined in his Employment Agreement with the City.

Accordingly, it is hereby agreed between the City and Mr. Vana as follows:

**Section 1. Conclusion of Mr. Vana’s Employment Agreement.** Mr. Vana’s Employment Agreement with the City is hereby concluded effective on March 31, 2018, simultaneous with the City’s entry into an agreement with GovTemp regarding Mr. Vana’s future service to the City.

**Section 2. Recapitulation of Mr. Vana’s Benefits.** With regard to Mr. Vana’s Employment Agreement, the parties agree:

- A. That Mr. Vana shall receive no severance payments pursuant to the Employment Agreement.
- B. That Mr. Vana shall receive the cash value for 120 accumulated sick days.
- C. That Mr. Vana shall receive the cash value of all accumulated vacation.

CITY OF DARIEN

\_\_\_\_\_  
Bryon D. Vana

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 14<sup>th</sup> day of November 2017 ("Effective Date") by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and **City of Darien, Illinois** (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease a particular employee of GovTemp to assist the Municipality in its operations and GovTemp desires to lease that same employee to the Municipality on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the individual fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement further identifies the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for the Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, subject to approval by the Municipality. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee.

GovTemp shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering the Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemp shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement. **Exhibit B** may be amended from time to time by a replacement **Exhibit B** signed by both GovTemp and the Municipality.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemp.** GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.06. Direction and Control.** The Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Mayor and the City Council.

**Section 2.07. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) With respect to the Worksite Employees, the Municipality shall comply with all applicable workplace and employment-related laws and regulations, including and, without limitation, OSHA, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;



(b) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(c) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(d) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(e) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMP**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on **Exhibit B** hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees.** GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective.

**Section 3.03. Payment Method.** GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to Exhibit A. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.

## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The Municipality is a member of the Intergovernmental Risk Management Agency (IRMA). GovTemp agrees that such membership satisfies the requirements of this Section.

**Section 4.02. Certificate of Insurance.** Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on April 1, 2018 and shall continue in effect until June 30, 2019, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date." Unless either party makes notification in writing thirty (30) days prior to the annual termination date, this agreement will automatically renew for two (2) additional annual renewal periods running from July 1, 2019 through March 31, 2020 and April 1, 2020 through March 31, 2021.

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied

within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.06. Termination without Cause.** Either party may terminate this Agreement by providing thirty (30) days written notice.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemp.** GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on

the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPSUSA, LLC  
630 Dundee Road, Suite 130  
Northbrook, IL 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Email: mearl@govhrusa.com

If to the Municipality:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attention: Mayor Kathleen Weaver  
Telephone: 630-271-1619  
Email: kweaver@darienil.gov

**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

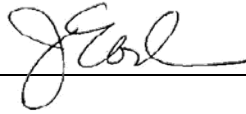
**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPUSA, LLC,  
an Illinois limited liability company

By 

Name: Joellen Cademartori Earl

Title: President/Co-owner

MUNICIPALITY

By \_\_\_\_\_

Name: Kathleen Weaver

Title: Mayor



**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Bryon Vana

**POSITION/ASSIGNMENT:** City Administrator

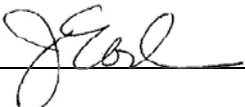
**POSITION TERM:** April 1, 2018 – June 30, 2019. Unless either party makes notification in writing thirty (30) days prior to the annual termination date, the agreement will automatically renew for two (2) additional annual renewal periods.

Review Section 5 of the original agreement for complete terms.

**BASE COMPENSATION:** The Municipality will be invoiced biweekly (every two weeks) in the amount of \$6,830.76 (\$3,415.38 per week based on working 1600 hours/year at \$111/hour) for Worksite Employee. Specific hours of work per week will be determined between the Municipality and the Worksite Employee.

**GOVTEMPUSA, INC.:**

**MUNICIPALITY:**

By: 

By: \_\_\_\_\_

Date: 2/26/2018

Date: \_\_\_\_\_

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.





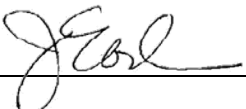
**EXHIBIT B**  
**Summary of Benefits**

**ADDITIONAL COMPENSATION:** If the Municipality elects to terminate the agreement at any time during the initial position term or subsequent renewal period as provided for in Section 5, the Municipality shall provide a payment equal to \$2,666 for each remaining month of the full three-year term (initial position term plus two subsequent renewal periods).

**OTHER BENEFITS:** The Municipality will provide and maintain the Worksite Employee with a computer, cellular phone, and a Municipal vehicle for worksite employee's official professional use.

**GOVTEMPUSA, INC.:**

**MUNICIPALITY:**

By: 

By: \_\_\_\_\_

Date: 2/26/2018

Date: \_\_\_\_\_

This Exhibit B fully replaces all Exhibits B dated prior to the date of the signatures above.

## AGENDA MEMO

City Council  
March 5, 2018

### ISSUE STATEMENT

Motion approving:

- A [proposal](#) from SPEER FINANCIAL, INC dated February 6, 2018, for municipal advisor services for the G.O. Water Bonds, Series 2018 in an amount of \$4,500 plus 2/10 of 1% of the municipal securities issued in excess of \$1,000,000 [Darren Suitability 2018](#)
- A [proposal](#) from ICE MILLER LLP dated February 16, 2018, for Bond Counsel services for G.O. Water Bonds, Series 2018 in an amount of \$5,900 [BACKUP](#)
- An expenditure in the amount not to exceed \$14,000 to obtain a bond rating from Moody's for the G.O. Water Bonds, Series 2018

### Darien Series 2018 Schedules

### BACKGROUND/HISTORY

The City Council discussed several water main improvements as part of the FYE 2019 budget meetings. These improvements are estimated to cost approximately \$3,500,000. These projects are planned over the next 3 budget years. In order to fund the projects, staff is proposing a G.O. bond in the amount of \$3,500,000. In order to obtain the bonds it is necessary to approve certain services related to the bond.

First, I obtained a proposal from SPEER FINANCIAL, INC to serve as financial advisor for the sale. SPEER has served the City in this capacity for our previous bond sales and has always provided excellent service. SPEER is available to the City for financial advice as needed and provides that for no charge.

Second, I obtained two proposals from Attorneys that provide bond counsel services. The lowest proposal was from *Ice Miller LLP* in the amount of \$5,900. The second proposal was from Chapman and Cutler LLP in the amount of \$9,000.

Third, staff is requesting approval to proceed with a bond rating from Moodys in the amount not to exceed \$14,000. SPEER Financial, INC recommends a bond rating when the cost of a rating is offset or exceeded by interest savings. The cost for the bond rating is payable even if the city does not close on bonds.

## **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of:

- A proposal from SPEER FINANCIAL, INC dated February 6, 2018, for municipal advisor services for the G.O. Water Bonds, Series 2018 in an amount of \$4,500 plus 2/10 of 1% of the municipal securities issued in excess of \$1,000,000
- A proposal from ICE MILLER LLP dated February 16, 2018, for Bond Counsel services for G.O. Water Bonds, Series 2018 in an amount of \$5,900
- An expenditure in the amount not to exceed \$14,000 to obtain a bond rating from Moody's for the G.O. Water Bonds, Series 2018

## **ALTERNATE CONSIDERATION**

As directed.

## **DECISION MODE**

These items will be on the March 5, 2018, City Council agenda for formal approval.



# Speer Financial, Inc.

INDEPENDENT MUNICIPAL ADVISORS

ESTABLISHED 1954

KEVIN  
McCANNA  
*Chairman*

DANIEL  
FORBES  
*President*

DAVID  
PHILLIPS  
*Executive VP*

RAPHALIATA  
McKENZIE  
*Senior VP*

MAGGIE  
BURGER  
*Senior VP*

ANTHONY  
MICELI  
*Senior VP*

LARRY  
BURGER  
*Vice President*

MARK  
JERETINA  
*Vice President*

February 6, 2018

Mr. Bryon Vana  
City Administrator  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Re: City of Darien, DuPage County, Illinois  
Issuance of \$4,000,000\* General Obligation Bonds, Series 2018 to Finance a Portion of the Costs  
of a New Water Main and Other Improvements in the City of Darien, DuPage County, Illinois

Dear Bryon:

Speer Financial, Inc. (“Speer”) is pleased to provide this Engagement Letter to the City of Darien, DuPage County, Illinois (the “Client”) for our services as Municipal Advisor in connection with the issuance of the securities referenced above (the “Bonds”). The purpose of the issuance of the Bonds, briefly stated, is to provide funds for the cost of a new water main and other improvements (the “Project”).

Speer is providing this Engagement Letter to you to memorialize the terms of our engagement (the “Engagement”) as your Municipal Advisor with respect to the Project. This Engagement Letter is required under current Federal securities law and serves to provide certain additional information to the Client, such as disclosures of services, fees, terms and termination, conflict of interest and any material disciplinary actions. The Client and Speer have previously entered into a Contract entitled Financial Advisory Services and dated July 26, 2005 (the “Existing Contract”). The purpose of this engagement Letter is to supplement and not amend any of the terms of the Existing Contract.

**Services.** Speer agrees to provide to the Client the municipal advisory services (the “Services”) set forth in the attached **Exhibit A**. Certain limitations to Speer’s Services are set forth in the attached **Exhibit B**. The Client, as an issuer of municipal securities, is also subject to certain other terms as it relates to the issuance of securities and Speer’s Engagement. These terms are detailed in the attached **Exhibit C**.

\*Subject to change.

**Authorization.** It is Speer's understanding that the City Administrator, City Treasurer and Mayor of the Client (the "Client Contacts") are authorized to receive this Engagement Letter and discuss with Speer the terms and disclosures of this Engagement Letter. Speer may also rely on the authority of such Client Contacts when receiving direction from such Client Contacts in the course of Speer providing its Services.

**Term and Termination.** Speer's Engagement shall remain in effect until terminated by the Client or Speer upon at least ninety (90) days written notice to the other party. If the Client terminates the Engagement prior to the issuance of the Bonds, Speer expects to negotiate with the Client a mutually agreeable compensation for the Services provided by Speer prior to such termination.

**Compensation.** Speer's compensation for Services on the Bonds is set forth below.

Speer's compensation for Services with respect to issuance of the Bonds is set forth in the Existing Contract. As compensation for Speer's provision of the Services, Speer shall receive a fee based upon the par amount of the Bonds issued, calculated as follows:

Municipal Advisory Services:	\$4,500 plus 2/10 of 1% of the municipal securities issued in excess of \$1,000,000.
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This fee is the same regardless of the method of sale of the Bonds and is contingent on the sale of the Bonds.

This fee does not include the payment of Speer's out-of-pocket costs as further described in **Exhibit B**. See the attached **Exhibit D** for a description of the conflicts of interest in connection with each form of compensation.

**Representations of Client.** The factual representations contained in the documents which are prepared by Speer in the course of its Engagement, and the factual representations which may also be contained in any other documents that are furnished to Speer by the Client, are essential for and provide the basis for Speer's municipal advice. Accordingly, it is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents. Speer's Engagement does not include the verification of the truth or accuracy of such factual representations, as further described in the attached **Exhibit C**.

**Required Disclosures.** Speer is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). MSRB Rule G-42 requires that Speer provide the Client with disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires that Speer provide certain disclosures related to the MSRB's webpage and the availability of a municipal advisory client brochure. Such disclosures are provided in the attached **Exhibit D**. Should the Client have any questions or concerns with these disclosures, the Client should promptly contact Speer.

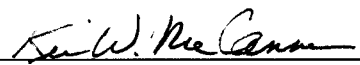
SPEER FINANCIAL, INC.

Each form of financing has particular financial characteristics and inherent risks. Provided in the attached **Exhibit E** is a general description of the most commonly used security structures of fixed rate municipal bonds in Illinois as well disclosures on the risks of each structure known to Speer at this time. Should the Client have any questions or concerns with this disclosure, the Client should promptly contact Speer.

We sincerely appreciate this opportunity to be of service, and look forward to working with you.

Sincerely,

SPEER FINANCIAL, INC.

By: 

Its: Chairman

Telephone: (312) 780-2279

Email: [kmccanna@speerfinancial.com](mailto:kmccanna@speerfinancial.com)

EXHIBIT A

**SPEER FINANCIAL, INC. MUNICIPAL ADVISOR SERVICES FOR  
CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

**Financial Planning Services**

1. *Orientation:* Reviewing the Client's current financial position, statutory authority, and financing capabilities, including whether a refunding or defeasance of any outstanding debt is appropriate.
2. *Coordination:* Coordinating financial planning and issuance details with the Client's staff, bond counsel, paying agents, rating agencies and other transaction participants.
3. *Consultation:* Consulting with the elected and key appointed officials and staff regarding the various phases of the development and implementation of a financing plan.
4. *Public Relations:* Responding to inquiries from the general public or news media relating to municipal issuance related matters.
5. *Planning:* Developing a debt financing plan that includes all or some of the following:
  - a. Maturity Schedules - Alternative maturity schedules relating to the financing. These schedules may "wrap" around existing debt to provide stable tax rates, level debt service payments, or meet other policy or cash flow requirements as may be requested by the Client.
  - b. Market Receptivity - An evaluation of potential market receptivity for each debt issuance and recommend the most suitable sale option.
  - c. Tax Law - Consultation with bond counsel as to the ramifications of Federal tax law on the financing plan.
  - d. Credit Rating and/or Insurance - A costs and benefits analysis regarding whether to obtain any available credit enhancements and/or a credit ratings.
  - e. Competitive and Negotiated Sale of Debt Securities - An analysis and corresponding recommendation regarding the method of sale to be used in connection with the financing plan.
  - f. Financing Timeline - A tentative financing timeline to guide officials regarding the timing of various aspects of the financing plan.

## **Competitive Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance, Speer will submit the necessary data and documents to the selected rating agency(ies) and/or insurance company(ies).
3. *Disclosure Document, Notice of Sale and Bid Form:*
  - a. Preparation of Documents - Prepare a preliminary Official Statement, Term Sheet, Statement of Facts or Limited Offering Memorandum (each a "Disclosure Document"), Notice of Sale and Bid Form. Following the award of the securities, Speer shall prepare the final Disclosure Document corresponding to the Project. The Disclosure Document will describe the securities being issued and will contain detailed information provided by the Client and bond counsel.
  - b. Notice of Sale Publication - Notify certain prospective purchasers of the sale and prepare, as necessary, a Notice of Sale.
  - c. Encouragement to Bidders - Circulate the preliminary Disclosure Document to certain potential purchasers, including as appropriate, investment institutions, banks and underwriters, to solicit bids from such firms for the Client's securities. Provide copies of the preliminary Disclosure Document and Official Bid Forms, as applicable, for each sale to the Client for distribution to local banks and elected officials.
  - d. Bid Opening, Analysis and Recommendations - Conduct each sale, examine the bids submitted for completeness and compliance with the applicable bidding requirements, evaluate the bids for accuracy, and recommend a proposed course of action relative thereto.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

## **Negotiated Sale Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Credit Rating and/or Insurance* - When applying for a credit rating and/or bond insurance Speer will submit the necessary data and documents to the selected credit rating agency(ies) and/or insurance company(ies).



3. *Disclosure Document and Proposals:*
  - a. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
  - b. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
4. *Negotiation of Terms* - Negotiate with the selected underwriter(s)/purchaser(s) relative to interest rates, terms and conditions of the securities issuance.
5. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
6. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

#### **Private Placement Services**

1. *Authorizing Resolutions/Ordinances* - Assist the Client's attorney and/or bond counsel with regard to the financial provisions to be included within the Client's authorizing resolutions/ordinances relative to the securities issuance.
2. *Disclosure Document and Proposals:*
  - c. Preparation of Documents - Prepare or assist in the preparation of a preliminary Disclosure Document, Request for Proposals (RFP) or Request for Qualifications (RFQ) if requested by the Client, and, following the award of the securities, the final Disclosure Document.
  - d. Proposal Analysis and Recommendations - Review and examine any proposals submitted for completeness and compliance with the applicable RFP/RFQ requirements, evaluate the proposals for accuracy, and recommend a proposed course of action relative to the proposals received.
3. *Advise on Financing Terms* - Advise the client on the terms of the financing including the interest rate offered and the covenants required by the intended purchaser.
4. *Preparation, Registration and Delivery of Securities* - Conduct all necessary undertakings in order to complete the financing, including, monitoring the preparation, registration and delivery of the securities being issued.
5. *Debt Service Schedule* - Provide the Client with a final debt service schedule and other financial materials pertinent to the securities sale.

*With respect to all private placement Services, Speer will always serve as municipal advisor to the Client and as such will not specifically identify investors/purchasers in a securities offering or negotiate specific terms with the investor/purchaser of the Client's securities. Speer will not negotiate terms to directly place an issuance of securities with an investor. Any investors contacted or solicited will be identified by the Client and contacted on behalf of the Client.*

## EXHIBIT B

### LIMITATIONS TO SPEER'S MUNICIPAL ADVISOR SERVICES

Speer's duties as Municipal Advisor are limited to the Services detailed in **Exhibit A**. Among other things, Speer's Engagement does not include:

1. Giving any advice, opinion or representation as to the fiscal prudence or policy priority of issuing the securities or any other aspect of the securities transaction, including, without limitation, the undertaking of any project to be financed with the proceeds of the securities, as those are the Client's policy decisions.
2. Giving any opinion or advice on the legality of the securities or the tax status of the securities.
3. Preparing any of the following: requests for tax rulings from the Internal Revenue Service, blue sky or investment surveys with respect to the securities, state legislative amendments, or pursuing test cases or other litigation.
4. Undertaking rebate calculations for the securities or anything related to monitoring investments of securities proceeds or expenditure of securities proceeds, as that is a specialty service provided by others when appropriate.
5. Participating in the underwriting of the debt, as prohibited by Federal securities law.
6. Monitoring the actual use of proceeds, the timely expenditure of proceeds and the project completion status.
7. Verifying the accuracy of audited and unaudited financial statements.
8. Giving advice on the investment of securities proceeds.
9. Monitoring ongoing obligations and covenants entered into by the Client with respect to the securities, as these tasks are performed by the Client.
10. The Services do not include the payment by Speer of its "out of pocket" expenses, including but not limited to, the utilization of a bidding platform (*SpeerAuction* or *SpeerBids*), verification services as requested by the Client, mailing, overnight and messenger delivery and printing and copying costs.
11. Filing material events notices or otherwise assisting the Client with its continuing disclosure obligations, as such assistance is to be provided under a separate written agreement. Nothing in this Engagement Letter obligates Speer to provide, or the Client to pay for, any such continuing disclosure services.

## EXHIBIT C

### OTHER TERMS OF THE SPEER ENGAGEMENT

Please note the following with respect to the Client's role in connection with each issuance of securities.

1. It is important for the Client to read and understand the documents Speer provides to the Client because the Client will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the securities. If the documents contain incorrect or incomplete factual statements, the Client must call those to Speer's attention. Speer will not perform an independent investigation or verification to determine the accuracy, completeness or sufficiency of any such document or render any advice, view or comfort that the Disclosure Document or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Any information in such documents does not constitute a review, audit or certified forecast of future events and any such financial information may not conform to accounting principles applicable to compilations of financial information. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the securities or the adequacy of disclosures made in the Disclosure Document under State and Federal securities laws, with resulting potential liability for the Client. During the course of its Engagement, Speer will assume and rely on the Client to provide Speer with complete and timely information on all developments pertaining to any aspect of the securities and their security. Speer understands that the Client will cooperate with Speer in this regard.
2. To the extent that during the course of Speer's advising the Client a relevant matter comes to Speer's attention which appears to be contrary to what is contained in the transaction documents including any representations in the transaction documents or in the Disclosure Document, Speer may ask the Client about such apparent divergence of the facts; but to the extent that the facts and representations stated in the documents Speer provides to the Client, and are not corrected by the Client, Speer is then relying upon the Client's signed certifications for their truth, accuracy and completeness.
3. Issuing the securities as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the securities, the Client is obligated under that State and Federal securities laws and the Federal tax laws to disclose all material facts. The Client has a duty to exercise "due diligence" in determining the accuracy and completeness of the information used in the Disclosure Document and the information upon which legal opinions related to the securities are based. The Client's lawyers, accountants and advisors can assist the Client in fulfilling these duties, but the Client in its corporate capacity, including the Client's knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.
4. Requirements of issuing debt include that the Client is current in its annual continuing disclosure obligations, including material events notices, and current in its arbitrage rebate obligations. These requirements are the obligation of the Client and not of Speer or bond counsel.

**EXHIBIT D**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF CONFLICTS OF INTEREST**

**A. Various Forms of Compensation**

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. We must provide this disclosure unless you have required that a particular form of compensation be used. You should select a form of compensation that best meets your needs and the agreed upon scope of services.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the Client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

**Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the Client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

**Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (*e.g.*, a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

**Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the Client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

**Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (*e.g.*, monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (*e.g.*, a fixed fee per month regardless of the number of hours worked) or an hourly basis (*e.g.*, a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

**Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the Client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

#### **B. Other Material Conflicts of Interest**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you about material conflicts of interest. The following represent Speer material conflicts of interest known to Speer as of the date of this Engagement Letter.

As of the date of this Engagement, Speer is unaware of any material conflicts of interest.

#### **2. DISCLOSURE OF LEGAL EVENTS AND DISCIPLINARY ACTION**

The MSRB requires us, as your municipal advisor, to provide written disclosure to you of any legal or disciplinary events material to your evaluation of Speer or the integrity of Speer's management or advisory personnel.

**Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Speer or the integrity of Speer's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

**How to Access Form MA and Form MA-I Filings.** Speer's most recent form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001606944>

**Most Recent Change in Legal or Disciplinary Event Disclosure.** Speer has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

#### **3. FUTURE DISCLOSURES**

As required by MSRB Rule G-42, the Required Disclosures found in this Exhibit D may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Speer. Speer will provide the Client with any such supplemental or amended information as it becomes available through the term of the Municipal Advisory Relationship.

#### **4. G-10 DISCLOSURE**

The Municipal Securities Rulemaking Board's (MSRB) webpage address is: [www.msrb.org](http://www.msrb.org)

Posted on the MSRB's webpage is a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

## EXHIBIT E

### FINANCIAL CHARACTERISTICS AND RISKS OF MUNICIPAL BONDS IN ILLINOIS

The following is a general description of the financial characteristics, security structures and risks of municipal fixed rate bonds ("Municipal Bonds") issued in Illinois. The risks being disclosed in this Exhibit E are those that are known to Speer at this time and should be considered by the Client prior to deciding whether to issue Municipal Bonds. If you have any questions or concerns about any disclosure made, please notify Speer immediately.

#### **Financial Characteristics**

***Maturity and Interest.*** Municipal Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Municipal Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Municipal Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

***Redemption.*** Municipal Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Municipal Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Municipal Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### **Security**

Payment of principal of and interest on a municipal security, including Municipal Bonds, may be backed by various types of pledges and forms of security, some of which are described below. The description below regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

***General Obligation Bonds.*** "General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. All taxable property in the taxing body is subject to the levy of taxes to pay the same without limitation as to rate or amount. The term "limited" tax is used when a limit exists as to the amount of the tax (see below). General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or

principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

**Limited Bonds.** Taxing bodies, subject to the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Extension Limitation Law*"), can issue limited bonds. Limited bonds are issued in lieu of general obligation bonds that otherwise have been authorized by applicable law. They are payable from a separate property tax levy that is unlimited as to rate, but the amount of taxes that will be extended to pay the bonds is limited by the Extension Limitation Law. Limited bonds are payable from your debt service extension base (*the "Base"*), which is an amount equal to that portion of the extension for the applicable levy year for the payment of non-referendum bonds (other than alternate bonds or refunding bonds issued to refund bonds initially issued pursuant to referendum), increased each year, beginning with the 2009 levy year, by the lesser of 5% or the percentage in the Consumer Price Index for All Urban Consumers (as defined in the Extension Limitation Law) during the 12-month calendar year preceding the levy year. The Limitation Law further provides that the annual amount of taxes to be extended to pay the limited bonds and all other limited bonds heretofore and hereafter issued by you shall not exceed the Base less the amount extended to pay certain other non-referendum bonds heretofore and hereafter issued by you and bonds issued to refund such bonds.

Limited bonds constitute a debt. In the event of default in required payments of interest or principal, the holders of limited bonds have certain rights under state law to compel you to impose a tax levy (limited as set forth in the previous paragraph).

**Alternate Bonds.** Section 15 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), permits you to issue alternate or "double-barrelled" bonds. Alternate bonds are general obligation bonds payable from enterprise revenues or from a revenue source, or both, with your general obligation acting as backup security for the bonds. Once issued, and until paid or defeased, alternate bonds are a general obligation, for the payment of which you pledge your full faith and credit. Such bonds are payable from the levy of ad valorem property taxes upon all taxable property in your taxing body without limitation as to rate or amount. The intent of the Debt Reform Act is for the enterprise revenues or the revenue source to be sufficient to pay the debt service on the alternate bonds so that taxes need not be levied, or, if levied, need not be extended, for such payment.

The Debt Reform Act prescribes several conditions that must be met before alternate bonds may be issued. First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds (as described below), then the revenue bonds must have been authorized under applicable law (including satisfying any backdoor referendum requirements) and the alternate bonds must be issued for the purpose for which the revenue bonds were authorized. If issued payable from a revenue source limited in its purposes or applications, then the alternate bonds must be issued only for such limited purposes or applications.

Second, alternate bonds are subject to a backdoor referendum. The issuance of alternate bonds must be submitted to referendum if, within 30 days after publication of the authorizing ordinance and notice of intent to issue the alternate bonds, a petition is filed. The petition must be signed by the greater of (i) 7.5% of your registered voters or (ii) the lesser of 200 of the registered voters or 15% of the registered voters, asking that the issuance of the alternate bonds be submitted to referendum. Backdoor referendum proceedings for revenue bonds and for alternate bonds to be issued in lieu of revenue bonds may be conducted at the same time.



Notwithstanding the previous paragraph, in governmental units with fewer than 500,000 inhabitants that propose to issue alternate bonds payable solely from enterprise revenues, except for alternate bonds that finance or refinance projects concerning public utilities, public streets and roads or public safety facilities and related infrastructure and equipment, if no petition is filed within 45 days of publication of the authorizing ordinance and notice, the alternate bonds may be issued. For purposes of this paragraph, the required number of petitioners for a governmental unit with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters and the required number of petitioners for a governmental unit with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.

Third, you must demonstrate that the enterprise revenues are, or that the revenue source is, sufficient to meet the requirements of the Debt Reform Act. If enterprise revenues are pledged as security for the alternate bonds, you must demonstrate that such revenues are sufficient in each year to pay all of the following:

- (a) costs of operation and maintenance of the utility or enterprise, excluding depreciation;
- (b) debt service on all outstanding revenue bonds payable from such enterprise revenues;
- (c) all amounts required to meet any fund or account requirements with respect to such outstanding revenue bonds;
- (d) other contractual or tort liability obligations, if any, payable from such enterprise revenues; and
- (e) in each year, an amount not less than 1.25 times debt service on all:
  - (i) outstanding alternate bonds payable from such enterprise revenues; and
  - (ii) the alternate bonds proposed to be issued.

If one or more revenue sources are pledged as security for the alternate bonds, you must demonstrate that such revenue sources are sufficient in each year to provide not less than 1.25 times (1.10 times if the revenue source is a government revenue source) debt service on all outstanding alternate bonds payable from such revenue source and on the alternate bonds proposed to be issued. You need not meet the test described in this paragraph for the amount of debt service set aside at closing from bond proceeds or other moneys.

The determination of the sufficiency of enterprise revenues or revenue source or sources, as applicable, must be supported by reference to the most recent audit of the governmental unit, which must be for a fiscal year ending on a date that is not more than 18 months prior to the date of issuance of the alternate bonds. If such audit does not adequately show such enterprise revenues or revenue source, as applicable, or if such enterprise revenues or revenue source, as applicable, are shown to be insufficient, then the determination of sufficiency must be supported by the report of an independent accountant or feasibility analyst, the latter having a national reputation for expertise in such matters, who is not otherwise involved in the project being financed or refinanced with the proceeds of the alternate bonds, demonstrating the sufficiency of such revenues and explaining, if appropriate, by what means the revenues will be greater than as shown in the audit.

Alternate bonds may be issued to refund alternate bonds without meeting any of the conditions set forth above if the term of the refunding bonds is not longer than the term of the refunded bonds and that the debt service payable in any year on the refunding bonds does not exceed the debt service payable in such year on the refunded bonds.

Alternate bonds are not regarded or included in any computation of indebtedness for the purpose of any statutory provision or limitation unless taxes, other than a designated revenue source, are extended to pay the bonds. In the event taxes are extended, the amount of alternate bonds then outstanding counts against your debt limit until your audit shows that the alternate bonds have been paid from the pledged enterprise revenues or revenue source for a complete fiscal year.

In the event of default in required payments of interest or principal, the holders of alternate bonds have certain rights under state law to compel you to increase the pledged revenues or have the tax levy extended for such payment.

***Debt Certificates.*** You may issue "debt certificates" to evidence your payment obligation under an installment contract or lease. Your governing body may provide for the treasurer, comptroller, finance officer or other officer of the governing body charged with financial administration to act as counterparty to the installment contract or lease, as nominee- seller or lessor. The installment contract or lease is then executed by your authorized officer and is filed with and executed by the nominee-seller or lessor. As contracts for the acquisition and construction of the project to be financed are executed (the "Work Contracts"), the governing body orders those Work Contracts to be filed with the nominee-seller or lessor. The nominee- seller or lessor identifies the Work Contracts to the particular installment contract or lease. Such identification permits the payment of the Work Contracts from the proceeds of the debt certificates.

Debt certificates are paid from your lawfully available funds. You are expected to agree to annually budget/appropriate amounts to pay the principal of and interest on the debt certificates. There is no separate levy available for the purpose of making such payments.

Debt certificates constitute a debt. In the event of default in required payments of interest or principal, the holders of the debt certificates cannot compel you to impose a tax levy, but you have promised the holders of the debt certificates that you will pay the debt certificates and they can proceed to file suit to enforce such promise.

***Special Service Area Bonds.*** When special services are provided to a particular contiguous area within a municipality, in addition to the services generally provided throughout the municipality, a municipality may create a special service area. The cost of the special services may be paid from taxes levied upon the taxable real property within the area, and such taxes may be levied in the special service area at a rate or amount sufficient to produce revenues required to provide the special services.

Prior to the first levy of taxes in the special service area and prior to or within 60 days after the adoption of the ordinance proposing the establishment of the special service area, you are required to hold a public hearing and to publish and mail notice of such hearing. At the public hearing, any interested person may file written objections or give oral statements with respect to the establishment of the special service area and the levy of taxes therein. As a result of the hearing, you may delete areas from the special service area as long as the remaining area is contiguous. After the hearing, an

ordinance establishing the special service area must be timely filed with the county recorder and the county clerk.

Bonds secured by the full faith and credit of the special service area territory may be issued for the purpose of providing special services. Such bonds are paid from the levy of taxes unlimited as to rate or amount against the taxable real property in the special service area. The county clerk will annually extend taxes against all of the taxable real property in the area in amounts sufficient to pay the principal and interest on the bonds. Such bonds are exempt from the Extension Limitation Law of the State of Illinois, as amended.

Prior to the issuance of special service area bonds, you must give published and mailed notice and hold a hearing at which any interested person may file written objections, or be heard orally, with respect to the issuance of the bonds. The questions of the creation of the special service area, the levy of a tax on such area and the issuance of special service area bonds may all be considered at the same hearing.

The creation of the special service area, the levy of a tax within the area and the issuance of bonds for the provision of special services to the area are subject to a petition process. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the special service area and 51% of the owners of record of land located within the special service area is filed with the municipal clerk objecting to the creation of the special service area, the levy of a tax or the issuance of bonds, then the area may not be created, the tax may not be levied and the bonds may not be issued. If such a petition is filed, the subject matter of the petition may not be proposed relative to any of the signatories within the next two years.

Special service area bonds do not constitute an indebtedness of the municipality, and no exercise of your taxing power may be compelled on behalf of the special service area bondholders other than the ad valorem property taxes to be extended on the taxable real property in the special service area.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. Revenue bonds may, however, be subject to a backdoor referendum. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds, referred to as conduit revenue bonds, may be issued by a governmental issuer acting as conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor.

Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

***Tax Increment Financing.*** Tax increment financing provides a means for municipalities, after the approval of a "redevelopment plan and project," to redevelop blighted, conservation or industrial park conservation areas. The Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended, allows incremental property taxes to be used to pay certain redevelopment project costs and to pay debt service with respect to tax increment bonds issued to pay redevelopment project costs. The municipality is authorized to issue tax increment bonds payable from, and secured by, incremental property tax revenues expected to be generated in the redevelopment project area. Incremental property tax revenues are derived from the increase in the current equalized assessed valuation of the real property within the redevelopment project area over and above the certified initial equalized assessed valuation for such redevelopment project area.

Before adopting the necessary ordinances to designate a redevelopment project area, a municipality must hold a public hearing and convene a joint review board to consider the proposal. At the public hearing, any interested person or taxing district may file written objections and may give oral statements with respect to the proposed financing. After the municipality has considered all comments made by the public and the joint review board, it may adopt the necessary ordinances to designate a redevelopment project area.

Tax increment bonds may be secured by the full faith and credit of the municipality. The issuance of general obligation tax increment bonds is subject to a "backdoor," rather than a direct, referendum. Once a municipality has authorized the issuance of tax increment obligations secured by its full faith and credit, the ordinance authorizing the issuance must be published in a newspaper of general circulation in the municipality. In response, voters may petition to request that the question of issuing obligations using the full faith and credit of the municipality as security to pay for redevelopment project costs be submitted to the electors of the municipality. If, within 30 days after the publication, 10% of the registered voters of the municipality sign such a petition, the question of whether to issue tax increment bonds secured by the municipality's full faith and credit must be approved by the voters pursuant to referendum. Such bonds are not exempt from the Extension Limitation Law unless first approved at referendum.

Tax increment revenues may also be treated as a "revenue source" and be pledged to the payment of alternate bonds under Section 15 of the Debt Reform Act.

## **Risk Considerations**

Certain risks may arise in connection with your issuance of Municipal Bonds, including some or all of the following (generally, the obligor, rather than you, will bear these risks for conduit revenue bonds):

***Issuer Default Risk.*** You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds or alternate

bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

***Redemption Risk.*** Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

***Refinancing Risk.*** If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

***Reinvestment Risk.*** You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage."

***Tax Compliance Risk.*** The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

KEVIN  
 McCANNA  
*Chairman*

 DANIEL  
 FORBES  
*President*

 DAVID  
 PHILLIPS  
*Executive VP*

 RAPHALIATA  
 McKENZIE  
*Senior VP*

 MAGGIE  
 BURGER  
*Senior VP*

 ANTHONY  
 MICELI  
*Senior VP*

 LARRY  
 BURGER  
*Vice President*

 BARBARA  
 CHEVALIER  
*Vice President*

 MARK  
 JERETINA  
*Vice President*

February 6, 2018

Mr. Bryon Vana  
 City Administrator  
 City of Darien  
 1702 Plainfield Road  
 Darien, Illinois 60561

Re: City of Darien, DuPage County, Illinois  
 Issuance of \$4,000,000\* General Obligation Bonds, Series 2018 (the "Bonds") to finance a portion of a water main and other City improvements

Dear Bryon:

MSRB Rule G-42 requires Speer to provide the City of Darien, DuPage County, Illinois (the "Client") with this letter stating the basis upon which Speer Financial, Inc. ("Speer") believes that the issuance of the Bonds as general obligation bonds is suitable for the Client.

Speer's determination of such suitability for the Client is based on the following Client factors:

1. Financial situation and needs;

*The Client's financial situation, as set forth in its most recent audited financial statements and in any other financial information supplied by the Client to Speer to date, indicates that issuance of the Bonds as general obligation bonds is suitable for the Client.*

2. Objectives;

*The Client has indicated to Speer that it has financing objectives which it would like to meet through the issuance of general obligation bonds such as the Bonds.*

3. Tax status;

*Bond Counsel has indicated that the Client is able to issue tax-advantaged securities such as the Bonds.*

4. Risk tolerance;

*The Client has engaged Speer to assist it in the issuance of the Bonds and through this engagement has indicated that the Client believes that the risk to the Client associated with issuance of the Bonds is acceptable. In its Engagement Letter for the issuance of the Bonds, Speer has provided the Client with an exhibit describing the Financial Characteristics and Risks of Municipal Bonds in Illinois.*

\*Subject to change.

5. Liquidity needs;

*Speer has provided the Client with preliminary debt service schedules describing for the Client very preliminary estimates of debt service requirements of the Bonds. Speer has indicated to the Client that such schedules are subject to significant change due to market and other conditions prior to the sale of the Bonds. The Client has indicated to Speer that such preliminary and subject to change debt service requirements are expected to be able to be paid by the Client without any liquidity concerns.*

6. Experience with municipal bond transactions of similar type and complexity; and

*The Client has issued securities of the same security type as the Bonds in the most recent ten years. Issuance of the Bonds is not, relative to other financing options, considered a complex financing.*

7. Financial capacity to withstand changes in market conditions during the period that the Bonds are reasonably expected to be outstanding.

*The Bonds bear interest at a fixed rate and do not in themselves provide interest rate risk. The Client has indicated that it does not anticipate a change in market conditions that would cause it not to have the financial capacity to pay debt service on the Bonds on a timely basis.*

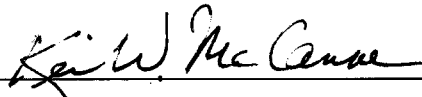
Speer's conclusion, that the Bonds as issued as general obligation bonds are suitable for the Client, is based upon all information supplied by the Client to Speer as of the date of this letter. There is no guarantee that the Bonds as general obligation bonds will continue to be suitable for the Client in the future as circumstances within and beyond the control of the Client will change over time.

The Client has directed Speer to assist it in the issuance of the Bonds as general obligation bonds and, accordingly, Speer has not investigated or considered any other reasonably feasible alternative to the issuance of the Bonds that might also or alternatively serve the Client's objectives.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SPEER FINANCIAL, INC.

By: 

Its: Chairman

Email: [kmccanna@speerfinancial.com](mailto:kmccanna@speerfinancial.com)  
Telephone: (312) 780-2279



February 16, 2018

Mr. Bryon D. Vana  
City Administrator  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Dear Bryon:

Thank you for the opportunity to submit a quote to provide Bond Counsel legal services to the City of Darien, Illinois.

Our fee for the proposed \$4,000,000 General Obligation Bond financing will be \$5,900 for bond counsel services, based upon what we know about the financing, time to be expended by us and our experience in working on similar transactions. None of our fees will be based upon, or related in any way to, the costs of a capital project. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

If you have any questions or comments, please do not hesitate to contact us.

Very truly yours,

ICE MILLER LLP

James M. Snyder





**build** *partnerships*

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**Financing Options Using Bonds for Illinois Cities & Villages**

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*“Typically, the municipality will want to issue a bond and pay principal and interest over time. Issuing bonds allows the city or village to spread the payment burden for public infrastructure and other capital needs out over the period of expected useful life of the financed assets.”*

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This guide is designed to help your municipal team determine what financing options are available once the decision has been made to borrow money for city or village financing. Please refer to page nine for a quick reference chart of all available financing options.

### ***What is a bond and why would municipalities want to issue a bond?***

Bonds are a form of debt. In the public sector, “borrowers” or “issuers” of bonds are states, cities, villages, school districts and other local government entities that need money for a variety of reasons. Typically, the municipality will want to issue a bond and pay principal and interest over time. Issuing bonds allows the city or village to spread the payment burden for public infrastructure and other capital needs out over the period of expected useful life of the financed assets.

If a municipality issues bonds, it is less likely to need to increase taxes to meet the municipality’s budgeted fund balances. Borrowing by a city or village is highly restricted, and the Illinois Municipal Code, as amended (the “Code”), and the Local Government Debt Reform Act of the State of Illinois, as amended (the “Debt Reform Act”), contain guidelines that must be followed as outlined in this guide.

### ***Use of bond proceeds by a municipality***

Municipal bonds, or “munis” as they are commonly called, may be issued by a city or village for a variety of purposes provided that their issuance meets with Illinois law requirements. Municipalities commonly issue bonds for capital projects, working capital needs, or refinancing of prior debt.

**A. New Projects.** In general, a municipality compiles an annual capital improvement budget or prepares a “needs list.” This list consists of projects the city or village considers to be important based on their impact on the:

- safety,
- resources, and
- general well-being of the community served by the municipality.

Capital projects may be funded by:

- federal or state grants,
- local improvement district assessments,
- service-area levies, and
- other miscellaneous revenue available for general purpose use.

However, the primary sources of funding to pay for capital projects within a city or village are from the proceeds of municipal bonds.

Common projects financed with bonds include construction of, acquisition of, or improvements to:

- roads and bridges;
- water, sewer, or electrical facilities;
- municipal buildings; and
- economic development initiatives.

Capital projects can be of long-term value to residents of the city or village. Issuing bonds to fund a capital project allows current and future taxpayers within the city or village to pay related costs over the life of the project as they enjoy or appreciate the benefits of the completed project.

***B. Covering short-term or long-term needs.***

Municipalities may issue bonds to fund working capital expenditures that arise from a variety of circumstances.

Traditionally, working capital bonds have been issued as short-term obligations where the proceeds are used to cover a municipality's temporary cash flow or operating deficit. Short-term budgetary deficits also may arise from a mismatch between the receipt of annual revenues (for example, property taxes) and the timing of annual expenditures of the city or village within a year. Tax anticipation warrants ("TAWs") often are issued in anticipation of taxes levied, but not yet collected. TAWs may be issued in an amount up to 85% of the total amount levied for the particular fund against which the TAWs are issued.

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***“Municipalities may issue bonds to fund working capital expenditures that arise from a variety of circumstances.”***

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*“Like a homeowner who refinances a mortgage when interest rates drop, a city or village with outstanding debt may issue refunding bonds in order to take advantage of lower rates.”*

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Longer-term financings for working capital purposes have become more commonplace in recent times due to financial difficulties stemming from significant declines in property values. Municipalities use these longer-term working capital bonds to close deficits that are not solely the result of a short term mismatch of revenues and expenses.

Tax anticipation notes (“TANs”) allow a municipality flexibility to balance its revenue collections from anticipated levies with anticipated expenditures. A city or village is permitted to incur debt by issuing TANs in an amount not exceeding 85% of the taxes levied for the particular fund against which the TANs are issued. Further, TANs are required to mature within two years and may not be issued if there is an unpaid note from any prior year. Although TANs are generally a means of balancing a municipality’s operating expenses with revenue collections, TANs sometimes may be used to fund a pending capital project while the city or village structures more permanent funding.

Insurance reserve bonds, tort judgment funding bonds, interfund loans, and working cash fund bonds are permitted under Illinois law, assuming certain requirements are satisfied. Certain federal income tax issues exist in connection with working capital financings.

**C. Refundings/Refinancings.** Like a homeowner who refinances a mortgage when interest rates drop, a city or village with outstanding debt may issue refunding bonds in order to take advantage of lower rates. Refunding bonds also may be issued to avoid a default or restrictive debt burden. In general, refundings do not need to satisfy direct or backdoor referendum requirements.

## **Types of bonds**

There are various forms of bonds a municipality may issue to meet its financing needs. These may include:

- general obligation bonds,
- funding bonds,
- revenue bonds,
- alternate revenue source bonds,
- debt certificates/installment contracts,
- leases,
- special service area bonds,
- special assessment bonds,
- tax increment bonds,
- TAWs,
- TANs, and
- revenue anticipation notes.

Refunding bonds generally are issued more frequently in lower interest rate environments.

**A. General Obligation Bonds.** General obligation bonds or “G.O.s” are debt issued by a municipality representing its full faith and credit and backed by its ad valorem taxing power. A G.O. may be issued for any lawful purpose for which ad valorem taxes may be levied, subject to constitutional, statutory, or other limitations (such as debt limitations discussed below) and procedures.

Differences in procedures and limitations may apply to cities or villages depending on their status as home rule or non-home rule units of government and whether the city or village is located in a county subject to a tax cap on property taxes.

**1. Home Rule.** Under the 1970 Illinois Constitution, home rule power shifts decision making from the state level to the local level enabling more flexibility. Home rule municipalities are granted a broad range of powers unless exempted by the state. Municipalities with populations over 25,000 are automatically granted home rule status, while smaller communities may put the question on a ballot and let voters decide.

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*“Differences in procedures and limitations may apply to cities or villages depending on their status as home rule or non-home rule units of government and whether the city or village is located in a county subject to a tax cap on property taxes.”*

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*“Non-home rule cities and villages are subject to the statutory debt limit of 8.625 percent of equalized assessed value as set forth in the Code.”*

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Home rule units may constitutionally tax anything that is not income, occupations or earnings and they are not susceptible to a tax cap on property taxes unless imposed by further voter action. Aside from not being able to issue bonds payable from ad valorem property taxes maturing more than 40 years from the time of issuance, home rule units do not adhere to any statutory debt limit. Home rule units may issue G.O.s without the need to secure voter approval through a referendum or backdoor referendum.

## **2. Non-home Rule.**

**A. Authority.** Unless an exception applies, the Code requires that G.O.s secured by an ad valorem tax must be approved by voters of a non-home rule city or village in a referendum. However, the referendum requirement has many exceptions, including, but not limited to:

- alternate revenue bonds (as discussed below),
- refunding bonds,
- bonds to fund or refund debt related to a judicial judgment,
- working cash fund bonds,
- bonds used to pay pollution abating costs mandated under the Environmental Protection Act,
- bonds issued to pay for costs related to improvements of water or wastewater treatment facilities mandated by federal or state regulators,
- or bonds issued pursuant to the Code in an amount not to exceed one-half of one percent of the equalized assessed value (“EAV”) of the taxable property of the issuer. Non-home rule municipalities generally have no authority to mortgage municipal property.

**B. Statutory Debt Limit.** Non-home rule cities and villages are subject to the statutory debt limit of 8.625 percent of equalized assessed value as set forth in the Code. The principal amount, and only the principal amount, of all outstanding general obligation bonds and debt of a city or village is counted for purposes of the statutory debt limit.

Also, the principal amount due under an installment contract or lease agreement constitutes municipal debt subject to statutory limits. On the contrary, any obligation of a city or village that is payable solely and only from a limited source or fund of the municipality is not considered debt subject to the statutory debt limit. Obligations excluded from the debt limit include alternate revenue source bonds, revenue bonds, special assessment bonds and tax anticipation warrants.

**B. Alternate Revenue Bonds.** Alternate revenue bonds, also known as “double-barreled” bonds (“ARBs”), are essentially revenue bonds with the general obligation of the municipality serving as backup security for the bonds. Municipalities are authorized under the Debt Reform Act to use any lawfully available revenue source as a pledge of security for the payment of principal and interest on the ARBs.

The intent of the Debt Reform Act is to permit the issuance of the ARBs assuming the pledged revenue source is sufficient so the tax levy relating to the debt service on the ARBs does not need to be extended. The coverage requirements provide that the municipality must demonstrate that such pledged revenue source will be sufficient in each year the bonds are outstanding to provide not less than 1.25 times the debt service on all outstanding ARBs payable from that revenue source and on the ARBs proposed to be issued. The coverage requirement is only 1.10 times the debt service if the revenue source is either: (i) federal or state funds that the city or village has received in some amount during each of the three fiscal years preceding the issuance of the ARBs or (ii) revenues to be received from another governmental unit under an intergovernmental cooperation agreement.

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*“The intent of the Debt Reform Act is to permit the issuance of the ARBs assuming the pledged revenue source is sufficient so the tax levy relating to the debt service on the ARBs does not need to be extended.”*

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*“Leases that are structured as financing leases are generally subject to statutory debt limits.”*

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In addition to coverage requirements, ARBs are subject to a backdoor referendum process that includes:

- The board adopts an ordinance declaring the municipality’s intent to issue bonds for a qualifying purpose.
- The ordinance and a notice of intent to issue the bonds are published in a newspaper within the municipality or having a general circulation within the municipality.
- The notice must inform voters of the municipality’s intent to issue bonds unless a minimum number of voters sign a petition and present the petition to the clerk of the municipality within 30 days of publication of the notice.

The backdoor referendum process gives voters in the municipality the opportunity to petition the municipality, requiring it to submit the question of issuing the ARBs to referendum. However, the petition must be submitted within 30 days after publication of a notice and authorizing ordinance and be signed by the greater of: (i) 7.5% of the registered voters of the municipality or (ii) the lesser of 200 of the registered voters or 15% of the registered voters.<sup>1</sup>

**C. Leases.** Municipalities are authorized under the Code to enter into multi-year lease, purchase, and lease-purchase contracts in order for equipment and property to be acquired.

Leases that are structured as financing leases are generally subject to statutory debt limits. Additionally, a number of conditions are imposed upon such lease agreements.

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<sup>1</sup> In municipalities with fewer than 500,000 inhabitants, other than most public infrastructure projects, the necessary number of petition signers for a city or village with more than 4,000 registered voters is the lesser of (i) 5% of the registered voters or (ii) 5,000 registered voters; and the necessary number of petition signers for a city or village with 4,000 or fewer registered voters is the lesser of (i) 15% of the registered voters or (ii) 200 registered voters.



**D. Debt Certificates/Installment Contracts.** Cities and villages are authorized to borrow money by entering into installment finance agreements. There are statutory specifications as to what constitutes an installment contract. The Debt Reform Act authorizes municipalities to purchase or lease either real or personal property through the use of installment contracts not exceeding 20 years in length. Debt certificates may be issued by a city or village to evidence the payment obligations of the municipality under a lease or installment contract, subject to the statutory debt limit of the city or village. There is generally no separate tax levy available for the purpose of making such payments; the payments are considered a promise to pay by way of budgetary appropriation. However, a municipality not subject to PTELL may enter into an installment contract payable from a direct, unlimited ad valorem property tax levy sufficient to pay the installments, if certain backdoor referendum requirements are satisfied. The debt certificates are valid regardless of whether an annual appropriation is included in any annual or supplemental budget adopted by the city or village.

**E. Limited Bonds.** Limited bonds are issued in lieu of G.O.s that have otherwise been authorized by applicable law. These bonds are payable from a separate property tax levy with no limitation on the rate.

However, PTELL restricts the amount of taxes that may be extended to pay the bonds. These bonds are payable from a school district's debt service extension base.

**F. Promissory Notes.** Cities and villages are also legally permitted to borrow money from a financial institution pursuant to a promissory note or similar debt instrument that is a lawful direct general obligation of the municipality payable from the general funds of the municipality and other sources of payment as are otherwise lawfully available, subject to statutory debt limits.

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*“The Debt Reform Act authorizes municipalities to purchase or lease either real or personal property through the use of installment contracts not exceeding 20 years in length.”*

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***“Revenue bonds are not considered debt for purposes of statutory debt limits.”***

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**G. Revenue Bonds.** Cities and villages have the ability to issue revenue bonds for a proper public and corporate purpose, which includes a variety of potentially revenue-producing undertakings such as facilities financed with tax increment, transportation facilities, water and sewer systems, solid waste operations, libraries, sports facilities, exhibition facilities, housing, parking and jails. Revenue bonds generally do not require voter approval. There are two main limitations for revenue bonds in the case of non-home rule municipalities:

1. There must be a revenue source related to the purpose for the bond issuance. For example, water revenue bonds may be issued to acquire or improve water systems. Water revenue bonds may not be issued to acquire new police cars in a non-home rule unit.
2. There must be a specific statutory grant of power to operate the revenue-producing undertaking as listed above. A positive aspect of revenue bonds is that there is no legal limit on the amount of revenue bonds that may be issued by a non-home rule unit. Revenue bonds are often subject to a backdoor referendum. However, revenue bonds are not considered debt for purposes of statutory debt limits.

**H. Special Service Area Bonds.** A special service area is a contiguous area within a municipality in which special governmental services are provided in addition to those services provided generally throughout the municipality. The cost of providing the special services is paid from revenues collected from taxes levied upon the property within the contiguous area receiving the special services.

In order to establish a special service area, the city or village must publish notice and hold a hearing allowing the public and any interested person to object to the creation of the special service area. Such notice and hearing must be held within 60 days after adoption of an ordinance proposing the creation of the special service area. If, within 60 days after the public hearing, a petition signed by not less than 51% of the electors residing within the proposed special service area and 51% of the owners of record of land within the proposed special service area is filed with the municipal clerk objecting to the creation of the special service area, the area may not be created and the bonds may not be issued. Thereafter, the ordinance establishing the service area, whether it was amended after the public hearing or not, must be filed with the county recorder within 60 days.

Bonds may be issued for the purpose of financing the costs related to providing the special service. The special service area bonds are secured by the full faith and credit of the taxable real property in the special service area. To provide for the special tax, the county clerk where the municipality is located will extend an annual tax against all of the taxable real property in the special service area in amounts sufficient to pay the debt service on the bonds. The tax is typically allocated to the property owners on an ad valorem, benefits, acreage or other rational basis.

***I. Tax Increment Finance Bonds.*** Tax increment finance (“TIF”) bonds are those issued by cities or villages to finance a project and use the future incremental property tax growth from that project or other projects in the TIF district or a contiguous district to repay the debt service on the TIF bonds. Before issuing bonds and collecting incremental property tax revenues, a TIF district must be formed. A TIF district is formed by ordinance. However, prior to adopting the ordinance the municipality must hold a public hearing and convene a joint review board to consider the proposed TIF district.

After considering comments from the hearing and the joint review board, the municipality may adopt the ordinance creating the TIF district.

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***“The special service area bonds are secured by the full faith and credit of the taxable real property in the special service area.”***

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***“Once a TIF district begins to perform and the municipality begins to receive the increment revenues, those revenues may be pledged to secure the issuance of TIF bonds.”***

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Certain Illinois statutory controls are in place to monitor a TIF district:

- TIF must be for a legitimate public purpose (improve a blighted area);
- TIF must be necessary (“But For” test);
- TIF projects are feasible (based on a feasibility study or cost-benefit analysis);
- TIF projects are appropriately planned (requires a formal project plan); and the
- TIF projects perform as intended (proven by filing a timely annual report with state comptroller).

Once a TIF district begins to perform and the municipality begins to receive the increment revenues, those revenues may be pledged to secure the issuance of TIF bonds. TIF bonds may be issued as G.O.s usually by a home rule unit, alternate bonds issued pursuant to the Debt Reform Act, or general obligation TIF bonds issued using the specific procedures in the TIF Act which do not have a coverage requirement, but do have a backdoor referendum requirement.

**J. Summary of Bonds Issued by Cities and Villages Under Illinois Law.**

**TABLE OF FINANCING OPTIONS  
USING BONDS FOR ILLINOIS CITIES AND VILLAGES**

<b>Type of Debt</b>	<b>Security</b>	<b>General Requirements</b>
General Obligation <i>Home Rule</i>	Full faith and credit; backed by the ad valorem taxing power of the Issuer.	No statutory debt limit and no need for voter approval to issue bonds. Flexibility.
General Obligation <i>Non-Home Rule</i>	Full faith and credit; backed by the ad valorem taxing power of the Issuer.	Referendum unless exception. Statutory debt limit of 8.625% of EAV. BINA hearing required.
Alternate Revenue Bonds (ARBs)	“Double-barreled”—payable from a specific revenue source with the general obligation of the municipality serving as backup security.	Pledged revenues must meet coverage requirement of 1.25 times debt service. Backdoor referendum procedures and BINA hearing required.
Leases	No separate tax levy backing; obligation is a promise to pay from lawfully available funds.	Statutory debt limit of 8.625% of EAV.
Debt Certificates	No separate tax levy backing; obligation is a promise to pay from lawfully available funds.	Borrow money by entering into installment contract agreement. No backdoor referendum or BINA hearing required. Statutory debt limit of 8.625% of EAV.
Promissory Notes Payable to Financial Institution	No separate tax levy backing; obligation is a promise to pay from lawfully available funds.	Borrow money by entering into promissory note or similar debt instrument. Statutory debt limit of 8.625 % of EAV.
Revenue	Specific revenue source.	Varies by type of revenue. Referendum and BINA hearing not required.
Special Service Area	Full faith and credit of the taxable real property in the special service area.	Need hearings, notice, and various other requirements.
Tax Increment Finance Revenue	Future incremental property tax growth from project, TIF area or contiguous TIF district.	Validly created TIF; TIF eligible costs only.

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*“Illinois municipalities have flexibility as to the method of sale. A competitive sale is not required. The method by which to attract potential investors of bonds can be a critical component to the resulting interest rate the city or village will pay to service its bonds.”*

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### **Types of Bond Sales**

Once the municipality makes a decision to raise capital by means of issuing bonds, it must next consider which method of finding a “lender” or buyer of the bonds works best. Illinois municipalities have flexibility as to the method of sale. A competitive sale is not required. The method by which to attract potential investors of bonds can be a critical component to the resulting interest rate the city or village will pay to service its bonds. A credit rating is not legally required to be obtained by the city or village in order to issue bonds; however, a rating may help lower interest costs, particularly in the case of public bond issuances. The following are various ways of offering bonds to “lenders” or buyers:

**A. Negotiated Sale.** In a negotiated sale, the process begins with the municipality choosing an underwriter (or managing underwriter, if more than one underwriter). The municipality and the underwriter then negotiate the terms of the offering. Once terms of the offering are determined, and assuming all procedural issuance requirements are met by the city or village, the underwriter will buy the bonds from the city or village and remarket them to its investors.

**B. Competitive Sale.** In a competitive sale, bonds are advertised for sale. The announcement, by way of a notice of sale, includes both the terms of the sale and the terms of the bond issue. Any investment bank, broker-dealer or dealer-bank may bid on the bonds at the designated date and time in a “blind” fashion (meaning each bidder has no knowledge of the other bids). The bidder with the lowest total interest cost is awarded the bonds.

**C. Direct Placement.** Direct placement or direct lending in the context of municipal bonds refers to any arrangement in which a single lender/buyer (a bank, pension fund, mutual fund, etc.) purchases the bonds of the city or village directly. This form of sale also may be described as a private placement, a direct purchase or a bank loan. Direct placements are an attractive option for a city or village, and they allow the municipality to avoid:

1. instability in public markets
2. continuing disclosure requirements, and
3. the rating process.

**D. Bank Qualified or Non-Bank Qualified.** In agreement with Section 265(b)(3) of the Tax Code (hereinafter defined), banks and savings and loans are not permitted to deduct interest expenses attributable to tax-exempt bonds acquired after the passage of the Tax Reform Act of 1986, or August 1, 1986, unless the “small issuer exemption” applies. If a municipality anticipates that it will not issue more than \$10 million of tax-exempt debt during the calendar year and the debt is designated as a “qualified tax-exempt obligation” according to Section 265(b)(3), the restriction on the deduction for interest expense does not apply. Issuing so called bank-qualified bonds or “BQ” bonds may reduce the interest rate on the bonds since banks that purchase bank-qualified bonds do not have a restriction on their interest expense deduction.

### **Relevant Laws**

Adherence to both federal and state law is a requirement of any bond issuance in order for the borrowing to be binding and legally valid. Below are a few of the current laws governing the borrowing activities of cities and villages:

**A. Illinois State Law.** The Code, the Debt Reform Act, PTELL (hereinafter defined), the Bond Issue Notification Act of the State of Illinois (“BINA”), the Bond Authorization Act of the State of Illinois, the Registered Bond Act of the State of Illinois, and the Bond Replacement Act of the State of Illinois all authorize and govern the issuance of municipal bonds by Illinois cities and villages.

The Debt Reform Act was adopted by the Illinois General Assembly to provide supplemental authority to local governmental units regarding the issuance and sale of bonds to accommodate market practices that resulted in additional costs for those citizens residing in local governmental units who were affected by higher rates than would otherwise be necessary. Pursuant to the Debt Reform Act, whenever the authorization or issuance of bonds is subject to either a voter or backdoor referendum, the approval, once obtained, remains effective for: (a) five years after the date of the referendum or (b) three years after the end of the petition period for the backdoor referendum.

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**“Adherence to both federal and state law is a requirement of any bond issuance in order for the borrowing to be binding and legally valid.”**

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*“Municipalities subject to PTELL are able to issue bonds in lieu of G.O.s payable from a separate tax levy unlimited as to rate, but limited as to amount.”*

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Pursuant to BINA, municipalities proposing to sell non-referendum G.O.s or limited bonds, except refunding bonds, must:

- hold at least one public hearing concerning the municipality’s intent to sell the bonds;
- publish a notice of the hearing in a newspaper of general circulation in the city or village by the municipal clerk not less than 7 but not more than 30 days prior to the hearing;
- post the notice of the hearing at the municipality’s primary office; then
- wait at least 7 days following the hearing before adopting an ordinance providing for the issuance of the bonds.

**B. Property Tax Extension Limitation Law of the State of Illinois.** PTELL limits the annual growth in the amount of property taxes to be extended for certain Illinois governmental units. In general, the annual growth allowed is the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Taxes also may be increased due to new construction and referendum-approved tax rate increases.

PTELL currently applies to Cook County, the collar counties and counties that have approved PTELL by referendum. Under PTELL, the county board of any county may initiate a binding tax-cap referendum at any regularly-scheduled election. If the referendum is successful, then PTELL will become applicable to those non-home rule taxing bodies in the county beginning January 1 of the following year. Municipalities subject to PTELL are able to issue bonds in lieu of G.O.s payable from a separate tax levy unlimited as to rate, but limited as to amount. Limited bonds are payable from the municipality’s debt service extension. PTELL does not restrict ARBs or referendum-approved G.O.s.

Illinois legislators have introduced proposals to modify the PTELL including freezing property taxes (the “Property Tax Freeze Proposal”). If the Property Tax Freeze Proposal or similar legislation were to become law, such reform could make PTELL applicable to home rule units and all counties in Illinois.



**C. Federal Income Tax Law.** The Internal Revenue Code of 1986, as amended (“Tax Code”), and the arbitrage and rebate regulations promulgated thereunder (“Regulations”), govern the tax-exempt status of municipal bonds. Upon the issuance of any municipal bond, the municipality will covenant to follow certain federal rules and regulations in order to maintain the tax-exempt status of the interest on the bonds. These covenants include reasonable expectations that the bonds are not private activity bonds, meaning they generally benefit a private entity. They can also not be arbitrage bonds, which are issued to profit from the difference between tax-exempt and taxable interest rates, pursuant to the Tax Code and the Regulations.

**D. Securities Laws.** Rule 10b-5. Rule 10b-5 (“Rule 10b-5”) of the Securities Exchange Act of 1934 (“Securities Act”), states that:

It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce or of the mails or of any national securities exchange:

1. to employ any device, scheme or artifice to defraud,
2. to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, or
3. to engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security. 17 C.F.R. §240.10b-5.

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*“Upon the issuance of any municipal bond, the municipality will covenant to follow certain federal rules and regulations in order to maintain the tax-exempt status of the interest on the bonds.”*

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***“Full disclosure for bond purposes means disclosure of all information material to investors.”***

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Rule 10b-5 sets out the general statement of federal intent to protect investors against misleading statements or omissions of important facts in official statements or other documents pertaining to the bond issuance. Full disclosure for bond purposes means disclosure of all information material to investors. Recent Securities and Exchange Commission (“SEC”) enforcement actions and a speech from an SEC commissioner indicate a vigorous enforcement initiative targeting bad disclosure practices by issuers and their officials. Issuers should adopt “best practices” to protect themselves and their officials from antifraud provisions including, but not limited to, hiring of disclosure counsel, which is typically a law firm representing the issuer on disclosure issues and the adoption of effective policies and procedures that ensure appropriate disclosure. Based on recent enforcement actions against big and small issuers (ranging from large states to small local municipalities), claiming “small unsophisticated issuer” as a defense may not be sufficient.

Continuing Disclosure. Rule 15c2-12 governs the preparation and distribution of official statements for municipal securities. While this Rule applies primarily to directly-regulated entities such as underwriters, broker-dealers and dealer-banks, a significant portion of the burden of compliance with Rule 15c2-12 falls on the issuer to supply certain information and disclosure and to take the proper steps to comply with the Rule in a timely fashion. As an example of the importance of meeting continuing disclosure requirements, the SEC recently charged an Indiana school district and a municipal bond underwriter with falsely stating to bond investors that the district had been properly providing annual financial information and notices required as part of its bond offerings. Without admitting to or denying the SEC’s findings, the district was ordered to cease and desist from violating securities laws and undertake remedial actions, and the underwriter agreed to a \$580,000 fine along with a one-year collateral bar and permanent supervisory bar for one of its employees.

In 2014, the SEC announced its Municipalities Continuing Disclosure Cooperation Initiative (“MCDC Initiative”) to address potentially widespread violations of the federal securities laws by municipal issuers and underwriters of municipal securities in connection with certain representations about continuing disclosures in bond offering documents. The MCDC Initiative provided issuers and underwriters an opportunity to self-report materially inaccurate statements made in final official statements regarding prior compliance with their continuing disclosure obligations as described in Rule 15c2 12. The SEC announced settlements with 72 issuers from 45 states and announced that it will be focusing on issuers who did not participate in the recent Initiative.

State Blue Sky Laws. The offering, sale and purchase of securities in Illinois are governed by the Illinois Securities Law of 1953 (“Blue Sky Law”). The Blue Sky Law provides for registration of securities and the licensing and regulation of securities broker dealers, agents, investment advisers and investment adviser representatives. Subject to statutory exemptions or exceptions, offers and sales of securities in Illinois that are not covered by federal securities law must be registered by coordination or qualification procedures, as applicable. Registration statements for offerings registered by qualification in Illinois must contain full and fair disclosure of all material facts regarding the investment offered and present specific categories of information and financial statements pursuant to the Blue Sky Law.

Municipal Advisor Rules. While underwriters have long been regulated by the SEC and other regulatory bodies, the regulation of municipal advisors pursuant to the Final Rules is new.

While the issuer is not required to hire a municipal advisor, pursuant to the rules promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act:

1. Municipal advisors are subject to registration requirements,
2. Guidance on definition of municipal advisor is provided, and
3. Limitations on underwriters are provided.

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***“The SEC announced that it will be focusing on issuers who did not participate in the recent Initiative.”***

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***“An underwriter is exempted from registering as a municipal advisor as long as certain protocols are followed.”***

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An underwriter is exempted from registering as a municipal advisor as long as certain protocols are followed. To qualify for the underwriter exemption, the underwriter must have an engagement to act as underwriter on a specific issuance of municipal securities. Inclusion in a pre-approved underwriting pool is not sufficient. The engagement letter should state the following:

1. it is preliminary and non-binding;
2. it is subject to:
  - applicable procurement laws,
  - formal governing body approval,
  - final bond structuring, and
  - execution of a bond purchase agreement;
3. it may be terminated by either party without liability; and
4. it does not prevent the issuer from engaging other underwriters or from selecting a different underwriting group.

Oral or written acknowledgment of the engagement from the issuer/obligated person is permitted. A preliminary, non-binding engagement is permitted so long as the issuer (obligated person) reasonably expects to formally engage the broker-dealer as underwriter. Multiple engagements are permitted, and there is no need to specify status as senior or co-manager.

## Contact



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**Ice**Miller  
LEGAL COUNSEL

[icemiller.com](http://icemiller.com)

**City of Darien, DuPage County, Illinois**

\$ 3,500,000 General Obligation Bonds, Series 2018

Tax Exempt for Water Projects

12 Year Maturity Schedule - Planning Purposes - COI Estimated

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
01/01/2019	-	-	-	-
01/01/2020	230,000.00	3.000%	154,875.00	384,875.00
01/01/2021	285,000.00	3.000%	98,100.00	383,100.00
01/01/2022	295,000.00	3.000%	89,550.00	384,550.00
01/01/2023	305,000.00	3.000%	80,700.00	385,700.00
01/01/2024	310,000.00	3.000%	71,550.00	381,550.00
01/01/2025	320,000.00	3.000%	62,250.00	382,250.00
01/01/2026	330,000.00	3.000%	52,650.00	382,650.00
01/01/2027	340,000.00	3.000%	42,750.00	382,750.00
01/01/2028	350,000.00	3.000%	32,550.00	382,550.00
01/01/2029	360,000.00	3.000%	22,050.00	382,050.00
01/01/2030	375,000.00	3.000%	11,250.00	386,250.00
<b>Total</b>	<b>\$3,500,000.00</b>	<b>-</b>	<b>\$718,275.00</b>	<b>\$4,218,275.00</b>

**Yield Statistics**

Bond Year Dollars	\$23,942.50
Average Life	6.841 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	3.1461836%
True Interest Cost (TIC)	3.1635159%
Bond Yield for Arbitrage Purposes	2.9966451%
All Inclusive Cost (AIC)	3.4402236%

**IRS Form 8038**

Net Interest Cost	3.0000000%
Weighted Average Maturity	6.841 Years

**City of Darien, DuPage County, Illinois**

\$ 3,500,000 General Obligation Bonds, Series 2018

Tax Exempt for Water Projects

20 Year Maturity Schedule - Planning Purposes - COI Estimated

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
01/01/2019	-	-	-	-
01/01/2020	70,000.00	3.750%	193,593.75	263,593.75
01/01/2021	135,000.00	3.750%	128,625.00	263,625.00
01/01/2022	140,000.00	3.750%	123,562.50	263,562.50
01/01/2023	145,000.00	3.750%	118,312.50	263,312.50
01/01/2024	155,000.00	3.750%	112,875.00	267,875.00
01/01/2025	160,000.00	3.750%	107,062.50	267,062.50
01/01/2026	165,000.00	3.750%	101,062.50	266,062.50
01/01/2027	170,000.00	3.750%	94,875.00	264,875.00
01/01/2028	175,000.00	3.750%	88,500.00	263,500.00
01/01/2029	185,000.00	3.750%	81,937.50	266,937.50
01/01/2030	190,000.00	3.750%	75,000.00	265,000.00
01/01/2031	200,000.00	3.750%	67,875.00	267,875.00
01/01/2032	205,000.00	3.750%	60,375.00	265,375.00
01/01/2033	215,000.00	3.750%	52,687.50	267,687.50
01/01/2034	220,000.00	3.750%	44,625.00	264,625.00
01/01/2035	230,000.00	3.750%	36,375.00	266,375.00
01/01/2036	240,000.00	3.750%	27,750.00	267,750.00
01/01/2037	245,000.00	3.750%	18,750.00	263,750.00
01/01/2038	255,000.00	3.750%	9,562.50	264,562.50
<b>Total</b>	<b>\$3,500,000.00</b>	<b>-</b>	<b>\$1,543,406.25</b>	<b>\$5,043,406.25</b>

**Yield Statistics**

Bond Year Dollars	\$41,157.50
Average Life	11.759 Years
Average Coupon	3.7500000%
Net Interest Cost (NIC)	3.8584250%
True Interest Cost (TIC)	3.8877379%
Bond Yield for Arbitrage Purposes	3.7465538%
All Inclusive Cost (AIC)	4.0718373%

**IRS Form 8038**

Net Interest Cost	3.7500000%
Weighted Average Maturity	11.759 Years





**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**ISSUE STATEMENT**

An ordinance abating property tax heretofore levied by ordinance no. 0-28-12 in the amount of \$298,275.

**ORDINANCE**

**BACKGROUND HISTORY**

The proposed FYE 19 budget includes abating property taxes in the sum of \$298,275 levied during the year 2017, collectable in 2018. This abatement pertains to the issuance of bonds to finance the construction of a water tower and related public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 19 budget meeting.

**STAFF/COMMITTEE RECOMMENDATION**

The Committee of the Whole discussed this item at the recent budget meetings and concurred with the abatement.

**ALTERNATE CONSIDERATION**

Not approving the ordinance would be an alternate consideration.

**DECISION MODE**

This will be on the March 5, 2018, City Council agenda for formal approval.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12**

---

**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 5<sup>th</sup> DAY OF MARCH, 2018**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this \_\_\_\_  
day of March, 2018.**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12**

**WHEREAS**, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. 0-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

**WHEREAS**, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

**WHEREAS**, pursuant to said Ordinance the amount of \$298,275 was levied for the year 2017, collectable in 2018; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2017 collectable in 2018 may be abated;

**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:    Abatement.**    That the sum of \$298,275 heretofore levied for the year 2017, collectable in 2018, pursuant to Ordinance No. 0-28-12 shall be, and hereby is, **ABATED**.

**Section 2:    Direction.**    The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

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

**Section 3: Certified Copy.** The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5th day of March, 2018.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5th day of March, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 5, 2018**

**Issue Statement**

Approval of a [resolution](#) authorizing the Mayor to enter into a contract with Acqua Contractors in an amount not to exceed \$1,350,000 for the replacement of a water main and restoration on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue.

**AND**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$121,330 for the Construction Observation for the replacement of a water main on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue.

**Background/History**

The FYE 19 Water Fund budget includes funds to replace the existing water main and complete the necessary engineering to replace the water main on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue. The construction project is for the replacement of the cast iron water main located beneath the pavement of said location. The existing 12” water main is estimated to have been installed between the late 1960’s to the mid 1970’s. The pipe is a main transmission line that runs from Plant No. 2 (Plainfield Road and Cass Ave) to the eastern limits of the City. The department has had and continues to, experience numerous water main breaks on this line. During the emergency excavations Staff has identified abandoned piping that is still in service. It appears that during the widening of Plainfield Road, in the early 1980’s, fire hydrants were capped off, the valves were buried and the hydrants were then relocated. Additional buried items such as line stops were utilized during the relocation of the fire hydrants and also buried in place. Several of the existing line stops have blown off and caused severe water loss, road buckling and low pressure issues, especially over the last two winter seasons. There are existing valves that will not provide a complete shutdown and requires additional neighborhood valves to be isolated causing resident and/or business complaints of no water. The existing water main is made of cast iron and has been identified during the main breaks to be deteriorating through corrosion.

The proposed water main would be ductile iron and pending existing conflicts, would be run in the parkway and roadway along Plainfield Road. Lateral crossings would be constructed through the roadways and tied into the existing water main. The plans would call out for new fire hydrants, water services, and valves. Staff has included a contingency in the amount of \$150,000 for unforeseen field conditions.

On January 23, 2018, 10:00 a.m., thirteen bids were received and read aloud at the City of Darien. The lowest competitive bid was Acqua Contractors. See attached Bid Tabulation labeled as [Attachment A](#). Attached is a letter from Christopher B. Burke Engineering recommending the City to accept the bid as presented. See attached letter labeled as [Attachment B](#).

The project also includes an additional component for the Construction Observation Engineering services through the City Engineer, Christopher B. Burke Engineering. The scope of work includes the following:

**Task 1 – Construction Observation:**

**TASK 1.1 – SHOP DRAWING REVIEW**

**TASK 1.2 – OBSERVATION**

**TASK 1.3 – AREA RESIDENT AND BUSINESS CONCERNS**

**TASK 1.4 – EROSION CONTROL INSPECTION**

**TASK 1.5 – QA MATERIAL TESTING**

**TASK 1.6 – TRAFFIC CONTROL INSPECTION**

Plainfield Road Water Main Engineering

March 5, 2018

Page 2

**TASK 1.7 – POST-CONSTRUCTION**

Funding for the water main improvements project and engineering services is included in the FY 18/19 Budget. Please note, the funding will be covered through a bond and will require City Council approval under a separate agenda memo.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 18/19 BUDGET	PROPOSED EXPENDITURE
12-50-4815	Plainfield Rd – 75 <sup>th</sup> Street to Tennessee Ave Water Main Construction	\$ 1,200,000	\$ 1,200,000
12-50-4815	Plainfield Rd – 75 <sup>th</sup> Street to Tennessee Ave Water Main Construction - Contingency	\$ 150,000	\$ 150,000
12-50-4815	Plainfield Rd – 75 <sup>th</sup> Street to Tennessee Ave Construction Observation	\$ 121,330	\$ 121,330
12-50-4815	<b>TOTAL</b>	\$ 1,471,330	\$ 1,471,330

**Committee Recommendation**

The Municipal Services Committee recommends approval of the above resolutions.

**Alternate Consideration**

As directed by the City Council.

**Decision Mode**

This item will be placed on the March 5, 2018 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

January 24, 2018

City of Darien City Hall  
1702 Plainfield Rd  
Darien, IL 60561

Attention: Dan Gombac

Subject: City of Darien  
Plainfield Road Watermain Improvements  
(CBBEL Project No. 17-0244)

Dear Mr. Gombac:

On Tuesday, January 23<sup>rd</sup>, 2018 at 10:00 a.m., bids were received and opened for the aforementioned project. thirteen (13) bids were received and have been summarized below.

COMPANY	BID
Engineer's Estimate	\$1,589,771.00
<b>ACQUA CONTRACTORS</b>	<b>\$1,200,000.00</b>
COPENHAVER CONSTRUCTION	\$1,255,827.30
J. CONGDON SEWER	\$1,293,028.00
ELNAR CONSTRUCTION	\$1,339,335.75
A LAMP CONCRETE	\$1,349,614.00
AUSTIN TYLER CONSTRUCTION	\$1,385,380.00
TRINE CONSTRUCTION	\$1,477,520.00
PERFORMANCE CONSTRUCTION	\$1,478,000.00
MARTAM CONSTRUCTION	\$1,487,743.00
JOHN NERI CONSTRUCTION	\$1,529,942.00
UNIQUE PLUMBING	\$1,588,017.00
CERNIGLIA CO.	\$1,606,203.00
SWALLOW CONSTRUCTION	\$1,697,827.00

The low qualified bidder is Acqua Contractors, with a bid amount of \$1,200,000.00. CBBEL has contacted two references which highly recommend Acqua Contractors, and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Acqua Contractors' bid for the amount of \$1,200,000.00. Attached please find a copy of the bid tabulation and references for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.  
Sincerely,

Sincerely,



Lee M. Fell, PE

Assistant Department Head, Civil Engineering Design



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ACQUA CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$1,350,000 FOR THE REPLACEMENT OF A WATER MAIN AND RESTORATION ON PLAINFIELD ROAD FROM 75TH STREET TO TENNESSEE AVENUE**

**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 a contract with Acqua Contractors in an amount not to exceed \$1,350,000 for the replacement of a water main and restoration on Plainfield Road from 75th Street to Tennessee Avenue 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 5<sup>th</sup> day of March, 2018.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of March, 2018.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



County DuPage

Local Public Agency City of Darien

Section Number ---

Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_,   
 Month and Year  
 between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
 acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
 \_\_\_\_\_ his/their executors, administrators, successors or assigns,  
 \_\_\_\_\_ known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ Plainfield Road Watermain Improvements \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_ are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk  
 (Seal) \_\_\_\_\_  
 The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
 By \_\_\_\_\_  
 Party of the First Part  
 (If a Corporation)

Corporate Name \_\_\_\_\_  
 By \_\_\_\_\_  
 President Party of the Second Part  
 (If a Co-Partnership)

Attest: \_\_\_\_\_  
 Secretary

Partners doing Business under the firm name of \_\_\_\_\_  
 \_\_\_\_\_  
 Party of the Second Part  
 (If an individual)  
 \_\_\_\_\_  
 Party of the Second Part



Route -----  
 County DuPage  
 Local Agency City of Darien  
 Section -----

We , \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature & Title) (Signature & Title)  
Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Name of Surety)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_ Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

Attest:

\_\_\_\_\_  
Clerk City of Darien  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

**CITY OF DARIEN**  
**CONTRACT DOCUMENT NUMBER 17-0244**  
**BID PROPOSAL**

I/We hereby agree to furnish to the CITY all necessary materials, equipment, labor, etc. to complete the PLAINFIELD ROAD WATER MAIN IMPROVEMENTS in accordance with provisions, instructions, and specifications of the CITY for the prices as follows:

ITEM NO.	ITEMS	UNIT	QTY	UNIT COST	TOTAL COST
20101100	TREE TRUNK PROTECTION	EACH	5	250. <sup>00</sup>	1,250. <sup>00</sup>
*20101200	TREE ROOT PRUNING	EACH	5	250. <sup>00</sup>	1,250. <sup>00</sup>
*25200100	SODDING, SPECIAL, 6"	SQ YD	2,098	18. <sup>00</sup>	37,764. <sup>00</sup>
28000510	INLET FILTERS	EACH	25	115. <sup>00</sup>	2,875. <sup>00</sup>
*40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	165	12. <sup>00</sup>	1,980. <sup>00</sup>
42300300	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	525	60. <sup>00</sup>	31,500. <sup>00</sup>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	12,500	6. <sup>00</sup>	75,000. <sup>00</sup>
42400800	DETECTABLE WARNINGS	SQ FT	60	52. <sup>00</sup>	3,120. <sup>00</sup>
*44000100	PAVEMENT REMOVAL	SQ YD	340	15. <sup>00</sup>	5,100. <sup>00</sup>
*44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	412	10. <sup>00</sup>	4,120. <sup>00</sup>
44000300	CURB REMOVAL	FOOT	63	5. <sup>00</sup>	315. <sup>00</sup>
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	282	5. <sup>00</sup>	1,410. <sup>00</sup>
44000600	SIDEWALK REMOVAL	SQ FT	12,812	.50	6,406. <sup>00</sup>
48100600	AGGREGATE SHOULDERS, TYPE A, 6 IN	SQ YD	9	85. <sup>00</sup>	765. <sup>00</sup>
*56103000	DUCTILE IRON WATER MAIN 6"	FOOT	103	100. <sup>00</sup>	10,300. <sup>00</sup>
*56103100	DUCTILE IRON WATER MAIN 8"	FOOT	328	110. <sup>00</sup>	36,080. <sup>00</sup>
*56103300	DUCTILE IRON WATER MAIN 12"	FOOT	2,560	80. <sup>00</sup>	204,800. <sup>00</sup>
*56104900	WATER VALVES, 6"	EACH	1	1,200. <sup>00</sup>	1,200. <sup>00</sup>
*56105000	WATER VALVES, 8"	EACH	8	1,600. <sup>00</sup>	12,800. <sup>00</sup>
*56106200	WATER VALVES, 12"	EACH	10	2,800. <sup>00</sup>	28,000. <sup>00</sup>
*56400500	FIRE HYDRANTS TO BE REMOVED	EACH	9	350. <sup>00</sup>	3,150. <sup>00</sup>
*56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	9	4,500. <sup>00</sup>	40,500. <sup>00</sup>
*60248700	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	9	2,200. <sup>00</sup>	19,800. <sup>00</sup>
*60249000	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	10	2,400. <sup>00</sup>	24,000. <sup>00</sup>
60600605	CONCRETE CURB, TYPE B	FOOT	64	30. <sup>00</sup>	1,920. <sup>00</sup>
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	324	25. <sup>00</sup>	8,100. <sup>00</sup>
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	50	30. <sup>00</sup>	1,500. <sup>00</sup>
67100100	MOBILIZATION	L. SUM	1	35,412. <sup>00</sup>	35,412. <sup>00</sup>
70400100	TEMPORARY CONCRETE BARRIER	FOOT	275	20. <sup>00</sup>	5,500. <sup>00</sup>
*78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	80	4. <sup>00</sup>	320. <sup>00</sup>



ITEM NO.	ITEMS	UNIT	QTY	UNIT COST	TOTAL COST
*78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	150	5.-	750.-
*78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	100	8.-	800.-
*78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	80	16.-	1,280.-
*85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	6,000.-	6,000.-
*X0327085	CASING PIPE, OPEN CUT, 20" PVC	FOOT	120	78.-	9,360.-
*X0327578	TEMPORARY PATCHING	SQ YD	400	20.-	8,000.-
*X0327902	MAILBOX REMOVE AND REPLACE	EACH	1	450.-	450.-
*X2090215	SELECTED GRANULAR BACKFILL, SPECIAL	CU YD	3,000	47.-	141,000.-
*X5610004	DUCTILE IRON WATER MAIN FITTINGS	LBS	6,900	.01	69.-
*X5620116	WATER SERVICE CONNECTION (SHORT)	EACH	2	2,000.-	4,000.-
*X5620118	WATER SERVICE CONNECTION (LONG)	EACH	10	2,500.-	25,000.-
*X7810300	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	10	190.-	1,900.-
*Z0010910	COLD MILLING (SPECIAL)	SQ YD	650	10.-	6,500.-
*Z0013798	CONSTRUCTION LAYOUT	L. SUM	1	5,500.-	5,500.-
*Z0058808	STORM SEWER (WATER MAIN REQUIREMENTS) 12 IN.	FOOT	552	62.-	34,224.-
*Z0056610	STORM SEWER (WATER MAIN REQUIREMENTS) 15 IN.	FOOT	20	91.-	1,820.-
*NA	TRAFFIC CONTROL AND PROTECTION	L. SUM	1	25,000.-	25,000.-
*NA	TRAFFIC SIGN CONFLICT	EACH	8	500.-	4,000.-
*NA	PAVEMENT PATCHING (SPECIAL)	SQ YD	340	110.-	37,400.-
*NA	AUGER BORING AND JACKING, 20" CASING, 8" MAIN	FOOT	299	440.-	131,560.-
*NA	AUGER BORING AND JACKING, 20" CASING, 12" MAIN	FOOT	60	440.-	26,400.-
*NA	PRECONSTRUCTION VIDEO TAPING	L. SUM	1	2,500.-	2,500.-
*NA	SANITARY SERVICE TO BE ADJUSTED	EACH	6	100.-	600.-
*NA	ABANDON WATER MAIN AND APPURTENANCES	L. SUM	1	3,000.-	3,000.-
*NA	AS-BUILT DRAWINGS	L. SUM	1	3,000.-	3,000.-
*NA	RESTRAINED WATER MAIN JOINTS, 6"	EACH	1	100.-	100.-
*NA	RESTRAINED WATER MAIN JOINTS, 8"	EACH	20	125.-	2,500.-
*NA	RESTRAINED WATER MAIN JOINTS, 12"	EACH	58	150.-	8,700.-
*NA	WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - DISCONNECT AND CAP EXISTING	EACH	10	5,000.-	50,000.-
*NA	WATER MAIN CONNECTION TO EXISTING WATER MAIN (PRESSURE) 6"	EACH	3	2,250.-	6,750.-
*NA	WATER MAIN CONNECTION TO EXISTING WATER MAIN (PRESSURE) 8"	EACH	3	2,500.-	7,500.-
*NA	LANDSCAPE ALLOWANCE	L. SUM	1	\$10,000.00	\$10,000.00
*NA	SPRINKLER REPAIR ALLOWANCE	L. SUM	1	\$5,000.00	\$5,000.00
*NA	SUBSURFACE UTILITY EXPLORATIONS	EACH	14	800.-	11,200.-
*NA	2" TEMPORARY WATER SERVICE	EACH	1	2,000.-	2,000.-
*NA	EXPLORATORY VERTICAL EXCAVATION	EACH	20	400.-	8,000.-

\*Indicates a Special Provision

BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS:

1,200,000.<sup>00</sup>  
(FIGURES)

BIDDER'S PROPOSAL FOR ENTIRE IMPROVEMENTS:

One million, two hundred thousand  
(WORDS)

CITY OF DARIEN  
CONTRACT DOCUMENT  
BID PROPOSAL (CONTINUED)

Signed on this 23 day of January, 2017.

If an individual or partnership, all individual names of each partner shall be signed:

By .....: [Signature]

Print Name .....: Alex Reardina

Position/Title .....: President

By .....: David Witkowski

Print Name .....: DARRIK Witkowski

Position/Title .....: President

Company Name : Acqua Contractors Corp

Address line 1 .....: 145 SARDMORE AVE

Address line 2 .....: SUITE 575B

Telephone .....: 630-417-7881

If a corporation, an officer duly authorized should sign and attach corporate seal

**PLACE CORPORATE SEAL HERE**

By: \_\_\_\_\_

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

Position/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

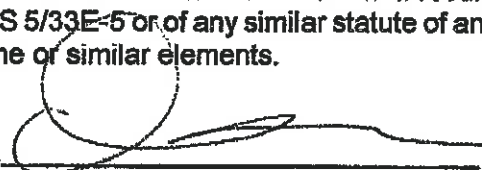
Address Line 2: \_\_\_\_\_

Telephone: \_\_\_\_\_

The CITY is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM**  
**(BID PROPOSAL)**

AQUA CONTRACTORS Co. (Name of Bidder) , having submitted a bid on a contract for the PLAINFIELD ROAD WATER MAIN IMPROVEMENTS, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By:   
Authorized Agent of BIDDER

Subscribed and sworn to before me this 23 day of January, 2017.

  
Notary Public



The CITY reserves the right to reject any or all bids, to waive technicalities in bidding.



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$121,330 FOR THE CONSTRUCTION OBSERVATION FOR THE REPLACEMENT OF A WATER MAIN ON PLAINFIELD ROAD FROM 75TH STREET TO TENNESSEE AVENUE**

**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. in an amount not to exceed \$121,330 for professional services related the Plainfield Road Watermain Improvements, 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 5<sup>th</sup> day of March 2018.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of March 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

October 13, 2017

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Dan Gombac, Director of Public Works

Subject: Proposal for Construction Engineering Services  
Plainfield Road Watermain Improvements

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal to perform professional construction engineering services for the City of Darien. Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

This proposal demonstrates our extensive and specialized experience that has made us a leader in these types of assignments. We have successfully completed phase III observation on watermain improvements in nearby municipalities and have demonstrated our capabilities with this work.

Mr. W. Daniel Crosson, PE will be the point of contact for this proposal. Dan is very familiar with the project site and will be CBBEL's Project Manager for this project.

The material provided in this proposal represents our ability and eagerness to perform the required services for the City. We trust that it will demonstrate our understanding of the project and our expertise to perform the upcoming assignment. The CBBEL project team looks forward to working with the City and is committed to completing the work to your satisfaction and within the required time schedule.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the City intends to move forward with the above referenced project designed by CBBEL. The project features installation of approximately 2,575 LF of 12" watermain and 249 LF of 8" watermain. The work is located on Plainfield Road between 75<sup>th</sup> Street and Tennessee Avenue.

**Resident/Business Notification and Access**

CBBEL understands that providing a liaison to keep the residents informed of construction activities will be of the utmost importance to the success of the project. The Resident Engineer must be adept at communicating with residents affected by the construction as it pertains to the disruption of utility services (water, sewer, gas, etc.), daily access to driveways and on-street parking, road closures and detours, construction traffic and associated noise and dust, coordination of garbage pickup and mail delivery, re-routing of school bus routes (if required) and the conveyance of general information regarding

construction activities and their impacts on the residents' daily life. On previous projects, CBBEL has maintained a website that residents can access for updates on traffic staging, traffic control, and project timeliness, and we can provide this service if the City requests.

#### Traffic Control and Protection

Traffic control will need to be monitored on a regular basis to ensure that the traffic control devices are properly installed and operating properly. CBBEL shall perform the following:

- Notify the area residents and businesses prior to the placement of the detour.
- Perform one detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on BC 726 – Traffic Control Inspection Report (or a format acceptable to the City) and delivered to the Public Works on a weekly basis.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents

#### Coordination with Utilities

On any project containing the underground utility installation within a residential/commercial area, the existing utilities must be given special consideration. CBBEL has provided services on many residential projects requiring utility relocation and will assist the City in any way possible to facilitate the relocation.

Additionally, gas services are often problematic on stormwater projects. CBBEL will work with the contractor to identify any problem services prior to the pavement removal.

CBBEL will also review the proposed underground work and its proximity to any existing utilities prior to the start of those operations. We will work with the City, contractor, and utility to provide a cost effective and timely solution if required.

#### Construction Issues

##### Pre-Construction:

1. Review the contractor's schedule for compliance with any milestones and/or restrictions found in the contract documents. CBBEL will review the schedule for constructability to insure that the work is being completed in a logical sequence.
2. Prepare all project files prior to the start of construction. This shall include reviewing all applicable construction inspectors' checklists found in IDOT's Construction Manual to anticipate any issues that may arise during construction.
3. Review the plans and specifications and identify any potential issues or conflicts that can be resolved prior to construction. This will assist in avoiding unnecessary delays and change orders.

##### Construction:

1. Prior to construction of curb and gutter, we will verify that the proposed driveways have positive drainage.
2. Monitor and track the contractor's actual progress versus his schedule on a weekly basis to insure they will complete the work on-time. This will assist the Resident Engineer in anticipating any potential conflicts that could delay the work and work with the Contractor to expedite the completion of the project.

### Funding and Documentation

Our Construction Engineering staff follows IDOT's guidelines for documentation and material inspection for all of our projects. This allows the Resident Engineer to provide necessary information regarding cost or schedule to the City throughout construction. Following IDOT's guidelines also facilitates a timely project close-out.

### SCOPE OF SERVICES

#### Task 1 – Construction Observation:

##### Task 1.1 – Shop Drawing Review

1. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
  - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - b. Review Contractor's submittals for compliance with contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.

##### Task 1.2 – Observation

###### *LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT*

1. Verify initial geometric controls.
2. If the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plans.
3. Provide construction layout, if required.

###### *CONSTRUCTION OBSERVATION*

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBEL shall keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, and advise the City of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer and Inspector (if necessary), who shall:
  - Serve as the City's liaison with the contractor working principally through the contractor's field superintendent.
  - Be present whenever the contractor is performing work on-site, associated with the project.
  - Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
  - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
  - Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.



- Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
  - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
  - Prepare any RFC's needed as construction proceeds. Once the contractor submits a proposal, assist the City in their review and provide a recommendation.
- 3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
- 4. Except upon written instruction of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- 5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
- 6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
- 7. All CBBEL personnel and their sub-consultants will comply with the City's current safety guidelines.

#### **CONSTRUCTION DOCUMENTATION**

1. Keep an inspector's daily report book and project diary in the City's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the City. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the City's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the City summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

#### **Task 1.3 – Area Resident and Business Concerns**

The Resident Engineer will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, access limitations, and disruption of water, sewer, and gas service. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day.

#### **Task 1.4 – Erosion Control Inspection**

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's Resident Engineer will designate an environmental specialist to inspect all erosion control measures installed during construction to insure they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the City.

#### **Task 1.5 – QA Material Testing**

CBBEL will provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing as required at the site and QA testing at the plants.

#### **Task 1.6 – Traffic Control Inspection**

Perform barricade checks as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on a format in accordance with City policy or Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during the proposed winter shutdown, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

#### **Task 1.7 – Post-Construction**

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the City and prepare a final list of items to be corrected.
3. Verify that all items on the final list have been corrected and make recommendations to the City concerning acceptance.
4. Prepare final pay estimate and change order for the City's approval.
5. Verify all necessary material inspection has been received and documented.
6. Submit the job box to the City with all pertinent project information.

**ESTIMATE OF FEE**

Based on the above Scope of Services, our Estimate of Fee is detailed further in the attached CBBEL Work Effort.

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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and 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.   CBBEL Work Effort  
          Schedule of Charges  
          General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CBBEL WORK EFFORT  
City of Darien  
Plainfield Road Watermain Improvements

		Personnel & Hours					
	Rate	Project Manager	Engineer III		Total Hours	% of Hours	Total Cost
<b>Task 1</b>	Construction Observation	\$225.00	\$134.00				
<i>Task 1.1</i>	Shop Drawing Review	0	20		20	2.4%	\$ 2,680.00
<i>Task 1.2</i>	Observation	10	720		730	88.0%	\$ 98,730.00
<i>Task 1.3</i>	Area Resident & Business Concerns	0	0		0	0.0%	\$ -
<i>Task 1.4</i>	Erosion Control Inspection	0	20		20	2.4%	\$ 2,680.00
<i>Task 1.5</i>	QA Material Testing	0	0		0	0.0%	\$ -
<i>Task 1.6</i>	Traffic Control Inspection	0	20		20	2.4%	\$ 2,680.00
<i>Task 1.7</i>	Post Construction	0	40		40	4.8%	\$ 5,360.00
					0	0.0%	\$ -
	Subtotal	10	820		830		
	% of Hours	1.2%	98.8%	0.0%			
	Total Cost	\$ 2,250.00	\$ 109,880.00	\$ -	\$ 112,130.00		\$ 112,130.00
	Direct Costs					*	\$ 5,200.00
	Material Testing						\$ 4,000.00
	Total Cost						\$ 121,330.00

\* Cost based upon a 80 working day duration from March 1, 2018 to July 1, 2018.

\*\* Vehicle usage at \$65/day.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2006**

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	210
Engineer Vi	184
Engineer V	150
Engineer IV	121
Engineer III	112
Engineer I/II	91
Survey V	150
Survey IV	115
Survey III	110
Survey II	86
Survey I	67
Resource Planner V	102
Resource Planner IV	97
Resource Planner III	88
Resource Planner II	80
Engineering Technician IV	115
Engineering Technician III	95
Engineering Technician I/II	87
CAD Manager	121
Assistant CAD Manager	115
CAD II	112
CAD I	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54

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, 2006

## 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**