

Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

July 15, 2013

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [June 17, 2013](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Certificate of Recognition - Sheena Panthaplackel
  - B. Consideration of a Motion to Approve [a Resolution Commending and Awarding the Police Life Saving Award to Officer Lauren Renner](#)
  - C. Consideration of a Motion to Approve [a Resolution Commending and Awarding the Police Life Saving Award to Officer William Greenaberg](#)
  - D. Swearing In of New Sergeant: William Greenaberg
  - E. SHIVEHATTERY Existing Condition Report – [Heritage Plaza](#)
  - F. Darien Chamber of Commerce Update
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — [13-14-05](#)
  - B. Monthly Report — [June 2013](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract with Classic Fence Inc.](#) in an Amount not to Exceed \$37,820.00 for the Purchase and Installation of a 6-Foot High Board-on-Board Wood Fence
  - B. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Approve an Expenditure for Landscape Restoration: Tree Trimming or Removal; and Survey Staking](#) in an Amount not to Exceed \$5,000.00
  - C. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract between the City of Darien and DMD Construction Inc.](#) for the 2013 Fire Hydrant Painting Phase 1 in an Amount not to Exceed \$35,520.00
  - D. Consideration of a Motion to Approve [a Resolution Approving the Plat of Drainage Easement for the Installation and Maintenance of a Storm Sewer](#) at 1010, 1014, 1018, 1022 and 1026 69<sup>th</sup> Street
  - E. Consideration of a Motion to Approve [an Ordinance Authorizing the Disposal of Surplus Property](#) (Xerox Phaser 6360 Color Printer with 4 Color Cartridges)
17. New Business
  - A. Consideration of a Motion Approving the [Annual Dues Payment for Participation with the DuPage Metropolitan Enforcement Group](#)

[\(DUMEG\) in the Amount of \\$17,680.00](#)

- B. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Execute a Contract with Andy Frain Services](#) for District 61 Crossing Guard Services for the 13/14 School Year in the Amount of \$20,590.00
  - C. Consideration of a Motion to Approve [an Ordinance Amending Title 8 \("Police Regulations"\) of the Darien City Code by Adding Chapter 23 \("Assault Weapons"\)](#) (Assault Weapon Ban)
  - D. Consideration of a Motion to Approve [an Ordinance Amending Title 8 \("Police Regulations"\) of the Darien City Code by Adding Chapter 23 \("Assault Weapons"\)](#) (Safe Storage of Assault Weapons)
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 17, 2013 AGENDA WITH THE CITY COUNCIL.

**EXECUTIVE SESSION – PERSONNEL, SECTION 2(C)(1) OF THE OPEN MEETINGS ACT**

It was moved by Alderman Schauer and seconded by Alderman Kenny to go into Executive Session for the purpose of discussing Personnel, Section 2(C)(1) of the Open Meetings Act at 7:05 P.M.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

It was moved by Alderman Marchese and seconded by Alderman Seifert to adjourn Executive Session.

**VIA VOICE VOTE – MOTION DULY CARRIED**

Executive Session was adjourned at 7:18 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JUNE 17, 2013**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: None

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – June 3, 2013

It was moved by Alderman Kenny and seconded by Alderman Beilke to approve the minutes of the City Council Meeting of June 3, 2013, as presented.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Marchese...

...reported on a meeting he attended with Carriage Green Homeowners Association as follows:

1. Very pleased with Director Gombac and staff on fine work performed on Carriage Green Drive with minimal disruption.
2. Concerned with area homes in foreclosure.
3. In favor of the plans for the city-owned property on Cass Avenue.
4. Received a request from two residents for “Drive 25 – Keep Kids Alive” signs, and asked if the Police Department could provide them. Chief Brown responded he will look into it.

Alderman Kenny...

...received a complaint from Pat Fleck of the 6900 block of Irish Court regarding early morning noise from landscapers.

...received a complaint from Bonnie Reed of the 1600 block of Claremont regarding vehicles speeding and failure to stop at the Stop sign.

...received communication from Rich Kozak regarding a pothole at Williams and Plainfield Road.

... received a complaint from Mr. Niemic on Hudson regarding a recreational vehicle; the situation has been resolved.

Alderman Beilke...

...received an e-mail from Tami Hollendonner expressing gratitude and pleasure with beautification efforts at Crest Basin.

...received a thank you from a resident for the “Do Not Block Driveway” signs near Hinsdale South High School.

Alderman Beilke asked Director Gombac when he anticipates the sidewalk extension project at Hinsdale South High School to begin; he responded that the project should begin in July.

Mayor Weaver received an e-mail from William Klump on Lake Ridge Drive commending Director Gombac for his extraordinary and immediate assistance in dealing with a retaining wall collapse.

8. **MAYOR’S REPORT**

**A. MAYORAL PROCLAMATION – “SERGEANT MATIAS JOSEPH SANCHEZ DAY” (JUNE 17, 2013)**

Mayor Weaver read into the record a Proclamation declaring June 17, 2013 as “Sergeant Matias Joseph Sanchez Day” in the City of Darien.

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the Proclamation as read.

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

Nays: None

Absent: None

Results: Ayes 12, Nays 0, Absent 0

**MOTION DULY CARRIED**

Mayor Weaver thanked Sergeant Sanchez for his service.

**B. DARIEN CHAMBER UPDATE**

Clare Bongiovanni provided a report as follows:

- Welcomed new Darien Chamber members, Country Financial and Cass Avenue Motors.
- Thanked Chuck's Southern Comforts Café for hosting the Friends and Family event. Chuck's will be having a grand opening ribbon cutting in the near future.
- Thanked Wilton School of Cake Decorating for the Grand Opening Ribbon Cutting Ceremony Celebration.
- Invited all to attend the Ribbon Cutting Ceremony for Old Vilnius on Wednesday, June 19, 2013 at 5:00 P.M.
- Chamber Shop Local Shop Darien kick-off event will be held at Home Run Inn on June 27, 2013 at 5:30 P.M.
- Chamber 101 will be held at Citizen Financial Bank on July 24, 2013 at 9:00 A.M.; new and existing members are invited to attend.
- DarienFest will be held September 6-8, 2013 at Darien Community Park; sponsorship opportunities are now available.
- New this year at DarienFest will be a Pet Parade; judging criteria will be announced in the near future.
- Entries are currently being accepted for Battle for the Bands and Darien Idol.
- Chamber Member Events this weekend are as follows: Tent Sale at Sears Outlet June 21-23, 2013; 2<sup>nd</sup> Annual Fine Arts Festival at The Cottage on June 23, 2013 from 11:00 A.M. TO 3:00 P.M.
- The Darien Chamber will be participating in the Town Hall Meeting at Carriage Greens on September 26, 2013 at 7:00 P.M.

Clare Bongiovanni introduced Lisa Cortez from Chuck's Southern Comforts Café. Ms. Cortez announced that Chuck's Southern Comforts Café opened on June 10, 2013, with no advertisement, and achieved \$75,000 in sales the first week. She reported that, again with no advertisement, there were 351 reservations for the Father's Day buffet. Ms. Cortez anticipates the outdoor patio will be open soon.

9. **CITY CLERK'S REPORT**

Clerk Ragona...

...announced the July 1, 2013 City Council Meeting has been cancelled; the next meeting will take place on July 15, 2013.

...advised Darien City Offices will be closed on July 4, 2013 in observance of the Independence Day holiday.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana advised that he and Director Gombac met with architects, Shive Hattery of Downers Grove. An agreement has been signed to perform a building analysis, which will include their findings and provide recommendations for the remodel/rehab of the City owned building on Cass Avenue. He anticipates a report will be presented to the City Council at the next meeting.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown...

...provided an explanation of the proposed State Statute permitting concealed carry of firearms in Illinois that will become law when signed by the Governor. Chief Brown explained there are time constraints and steps the City must take in order to pass ordinances that would be more restrictive than the State of Illinois. Administrator Vana reported that the City's attorney is staying on top of this issue.

...provided an in-depth report on scheduling and allocation of resources of the Police Department which included the following points:

1. Accountability and efficiency
2. Staffing philosophy
3. Using statistics to schedule
4. Examples of scheduling changes
5. Results of better scheduling strategy
6. Conclusion

7. Trust

Chief Brown responded to questions from the City Council Members and a lengthy discussion ensued.

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 12-13-25**

It was moved by Alderman McIvor and seconded by Alderman Seifert to approve payment of Warrant Number 12-13-25 for fiscal year ending 2013 in the amount of \$17,202.83 from the listed funds.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. WARRANT NUMBER 13-14-04**

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve payment of Warrant Number 13-14-04 for fiscal year ending 2014 in the amount of \$1,478,999.84 from the listed funds; and \$273,005.01 from payroll funds for the period ending 06/13/13; for a total to be approved of \$1,752,004.85.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Treasurer Coren noted that review of the monthly report was postponed to the next meeting due to the auditors in completing the FYE13 audit.



13. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for June 24, 2013 at 6:30 P.M. in the Council Chambers.

**Police Committee** – Chairman McIvor submitted the draft minutes of the February 6, 2013 Police Committee. She announced the next meeting is scheduled for July 15, 2013 at 6:00 P.M. in the Council Chambers.

**Administrative/Finance Committee** – Chairman Schauer announced the July 1, 2013 meeting of the Administrative Finance Committee has been cancelled.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

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

It was moved by Alderman Schauer and seconded by Alderman Beilke to grant a waiver of the raffle license bond requirement for the Darien Rotary Club

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH SUBURBAN LABORATORIES, INC. FOR THE 2013 CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN THE AMOUNT OF \$7,813.00**

It was moved by Alderman McIvor and seconded by Alderman Kenny approve the resolution as presented.

**RESOLUTION NO. R-60-13**

**A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH SUBURBAN LABORATORIES, INC. FOR THE 2013 CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN THE AMOUNT OF \$7,813.00**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

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

Mayor Weaver complimented Wilton on their grand re-opening and ribbon cutting ceremony, and thanked them for choosing Darien for their school.

Alderman Kenny advised that he went on a ride along with a Darien Police Officer and found it to be a very educational experience.

Alderman Beilke reminded all that applications to participate in the July 4 parade are due on Friday.

Administrator Vana advised that candy for the parade will be taken out of the Contingency Fund. He added that he will be sending an e-mail to the Council Members with details.

Treasurer Coren spoke against the City funding the candy for the parade.

Neil Christensen advised that he has been a Park District Board Commissioner for eight years. He noted that when he was newly elected he attended a Park District Boot Camp where he learned the following:

1. Hire good people
2. Give them the necessary resources
3. Evaluate their performance.

Mr. Christensen commended the fine work and experience of Chief Brown, and urged the City Council Members to follow the Chief's recommendations.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 9:08 P.M.

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Mayor

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City Clerk

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

**A RESOLUTION COMMENDING AND AWARDED  
THE POLICE LIFE SAVING AWARD TO  
OFFICER LAUREN RENNER**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DUPAGE COUNTY, ILLINOIS, that:**

WHEREAS, on the 16th day of March, 2013, at approximately 3:29 a.m., Officer Lauren Renner and Officer William Greenberg were dispatched to the 900 block of Walnut Drive for a male who was having a heart attack.

WHEREAS, the officers arrived on the scene prior to the arrival of Tri-State Fire Department personnel. Officers discovered the 58-year old victim in bed and suffering symptoms of an apparent cardiac arrest.

WHEREAS, based upon their training, the officers immediately moved victim to the floor and initiated resuscitation efforts and began CPR. Officers Renner and Greenberg prepared the (AED) Automatic External Defibrillator and attached the telemetry leads to the victim for evaluation. Shortly thereafter, the AED instructed officers to shock the victim once, which they did, and to continue CPR.

WHEREAS, Officer Renner and Officer Greenberg continued CPR until Tri-State Fire Department arrived on scene and paramedics then assumed the life-saving effort. The victim was then taken to the Hinsdale Hospital for further evaluation and treatment.

WHEREAS, It was determined through discussions with EMS personnel and the attending physician, that if not for the quick response time, as well as Officer Renner's and Officer Greenberg's training, skills and willingness to immediately put those skills into action, the victim would not have had any chance of survival.

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

BE IT RESOLVED, the City of Darien, DuPage County, Illinois, proudly commends Officer Lauren Renner and awards her the Police Life Saving Award.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 15th day of July, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 15th day of July, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION COMMENDING AND AWARDED  
THE POLICE LIFE SAVING AWARD TO  
OFFICER WILLIAM GREENABERG**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DUPAGE COUNTY, ILLINOIS, that:**

WHEREAS, on the 16th day of March, 2013, at approximately 3:29 a.m., Officer William Greenaberg and Officer Lauren Renner were dispatched to the 900 block of Walnut Drive for a male who was having a heart attack.

WHEREAS, the officers arrived on the scene prior to the arrival of Tri-State Fire Department personnel. Officers discovered the 58-year old victim in bed and suffering symptoms of an apparent cardiac arrest.

WHEREAS, based upon their training, the officers immediately moved victim to the floor and initiated resuscitation efforts and began CPR. Officers Greenaberg and Renner prepared the (AED) Automatic External Defibrillator and attached the telemetry leads to the victim for evaluation. Shortly thereafter, the AED instructed officers to shock the victim once, which they did, and to continue CPR.

WHEREAS, Officer Greenaberg and Officer Renner continued CPR until Tri-State Fire Department arrived on scene and paramedics then assumed the life-saving effort. The victim was then taken to the Hinsdale Hospital for further evaluation and treatment.

WHEREAS, It was determined through discussions with EMS personnel and the attending physician, that if not for the quick response time, as well as Officer Greenaberg's and Officer Renner's training, skills and willingness to immediately put those skills into action, the victim would not have had any chance of survival.

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

BE IT RESOLVED, the City of Darien, DuPage County, Illinois, proudly commends Officer William Greenberg and awards him the Police Life Saving Award.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 15th day of July, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 15th day of July, 2013.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# CITY OF DARIEN

## Memorandum

**TO:** Mayor, City Council, City Clerk, City Treasurer

**FROM:** Bryon D. Vana, City Administrator

**DATE:** July 10, 2013

**RE:** Heritage Center - Existing Condition Report

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Enclosed is the [\*Heritage Center Existing Condition Report\*](#) prepared by SHIVEHATTERY. The report will be presented to the Council at the July 15, 2013, Council meeting. In summary, their opinion is as follows:

- All of the deficiencies identified in the Observation Report can be corrected without demolition of the existing building.
- They recommend that the city replace the existing retail building with 2 new buildings totaling slightly less floor area.

The primary purpose of this report was to inspect the Heritage Center, identify deficiencies, and report the findings including the possibility of rehabilitating the existing building. The report does include a recommendation to replace the existing retail building with 2 new buildings totaling slightly less floor area. However, additional information is needed for the council to determine the preferred redevelopment method. This will be discussed in more detail when the report is presented.

Once the report is presented to the Council on July 15, the staff will review a proposal to complete the next phase of the evaluation. The next phase will include cost estimates to construct a new building and rehab the current building, along with a renderings showing what the building could look like if it was rehabilitated. The proposal for the next phase will be discussed at the July Municipal Services Committee meeting and forwarded to the Council for consideration.



**EXISTING CONDITION REPORT OF RETAIL PROPERTY**  
Including building envelope, interior build-out and site improvements

Dated: June 20th, 2013

**HERITAGE PLAZA**  
**S.E.C. OF CASS AVENUE & 75<sup>TH</sup> STREET**  
**DARIEN, ILLINOIS**

**A. UNDERSTANDING OF THE SCOPE OF THE REPORT**

Shive-Hattery shall visit existing retail property and observe the existing conditions of the building, exterior and interior, as well as site conditions including, but not limited to building exterior walls (i.e. masonry, storefront, exit doors, accessibility, interior tenant improvements, roof structure and membrane, interior tenant improvements, A.D.A compliance, mechanical & electrical systems, site pavement, concrete and asphalt, storm water management, utilities, trash maintenance, landscaping, etc.

Upon completion of all observations to existing conditions accessible to Shive-Hattery and a written itemized report of the field observations, Shive-Hattery, Inc. shall prepare a written opinion regarding the feasibility to remodel the existing property to code compliant with new façade treatment or the demolition of the existing building and site for the purpose of constructing new retail building(s) of approximately the same building area with new site improvements and incorporation of additional  $\pm 1.0$  acre lot on the corner of Plainfield Road and Cass Avenue with landscaped corner feature with public seating.

**B. OBSERVATION REPORT**

1. Building exterior:
  - a. Exterior walls and roof construction
    - 1) Face brick masonry walls on three sides of the building have limited damage on the north and south face of the building. The east (rear service) side of the building has masonry which has been repaired due to moisture damage with tuck-pointing probably related to the continuous gutter and downspout roof drainage system which must have failed at some earlier time. (Refer to Photographs # 1, 1a, 2, 3.)
    - 2) The storefront on the west wall is single glazed, clear anodized, non-thermally broken aluminum storefront mounted on an 10" high brick masonry bulkhead above the existing finished floor of the building. The exit doors are single glazed, clear anodized, aluminum doors (3'-0" x 7'-0") with keyed cylinder lockset, push-pull hardware, closer, and aluminum threshold. (Refer to attached Photographs # 4, 5.)



- 3) The storefront canopy is a flush vertical metal panel façade approximately 9'-0" above finished floor elevation and sign fascia approximately 7'-0" from top of storefront to coping. The canopy has flush metal soffit with recessed downlights in soffit at approximately 6'-0" o.c. There is no access to the interior of canopy.( Refer to attached Photographs #6, 7.)
- 4) The rear hollow metal exit doors for each tenant space are all operable, but some hardware needs to be repaired and some doors need hinge adjustment to prevent sticking. Most of the rear exit doors are not A.D.A. compliant for accessibility as well as stairs and stoops are not per code. (Refer to attached Photographs #8, 9.)
- 5) Utility services to the building, (gas, electrical, water) are scattered across the rear masonry wall. These have been modified and abandoned over the years without any plan to create cost effective distribution of utility service conduit and equipment so that the rear building elevation is not an eyesore to adjacent properties. (Refer to attached Photograph #10.)
- 6) Trash management is a second thought at this site with dumpsters approximately located near users. Trash dumpsters are traffic hazard and unsightly to the adjacent property owners.( Refer to attached Photograph #11.)
- 7) Building security lighting has no common fixture which meets the necessary intensity and efficiency to meet energy and exit lighting ordinances.( Refer to attached Photographs #12, 13.)
- 8) Existing masonry wall vents located below continuous gutter is required due the wood truss roof structure. The wood roof truss construction is obsolete and extremely energy inefficient. The structure is subject to roof leak damage, mold and fire when the gypsum fire separation is not repaired after roof leak damage, which exists at this building.( Refer to attached Photograph # 14.)
- 9) The roof system is multi-ply system which has been repaired on numerous occasions and requires additional repair as of this report. The insulation value of the roof is per obsolete standards and significant under insulation values required by current IBC Energy standard for new buildings. Roof access is only by ladder on rear wall.
- 10) Building is subdivided by masonry fire walls to restrict occupied area of building without automatic fire sprinkler system and fire alarm. This reduces the flexibility of the Owner to demise the building area efficiently.( Refer to attached Photograph # 15.)

2. Building Interior:

a. Interior demising and tenant improvements:

- 1) The existing floor plans for most of the tenants are adaptations of existing conditions rather than upgrades to more code compliant plans. Quality of construction is lacking in most tenant spaces. Damage from roof leaks has taken its toll in several tenant spaces specifically at the north end of the building. I suspect that mold may exist in several locations.
- 2) Proper lighting occurs in only four existing tenant spaces. Do to the roof structure and the required gypsum fire separation, it is difficult to hang a suspended ceiling with recessed lighting and allow for proper air duct distribution. Several tenants have eliminated the dropped ceiling and attached light fixtures to the underside of the gypsum fire separation with exposed ductwork and conduit creating a poor retail environment.
- 3) Many of the tenant spaces have ADA accessibility issues with corridors and exits. Inadequate exit signage and emergency lighting occurs in most tenant spaces. Only four (4) tenants have Handicapped accessible toilet rooms.
- 4) Most of the tenants have stock areas which encroach on the hot water heater and electrical panels which creates fire hazard. The lack of a fire sprinkler system compounds the threat of fire. Water meters are located in crowded stock areas with meter reader mounted to exterior wall. Very difficult to read any meter.
- 5) The HVAC system for each tenant, though operating, does not meet the requirements of most of the tenants. Many of the tenants must leave front and rear existing doors open on hot weather days. Glass storefront frosts up in winter due to non-insulated glass and poor air movement at storefront. Equipment is obsolete, energy inefficient, and under-designed for most of the tenant uses.

3. Existing Site Improvements:

a. Pavement and Accessibility:

1. Existing west and north parking lot asphalt pavement requires patching, overall resurfacing and traffic/stall restriping.( Refer to attached Photographs # 16, 16a.)
2. Concrete sidewalk condition is good except for settlement at south end creating handicap accessibility into the last two tenant spaces. The rear access platforms and stoops are settling and create accessibility issues. (Refer to attached Photographs #17, 18.)

3. Rear service asphalt drive requires significant patching and resurfacing. Refer to attached Photograph #19.)
4. Storm water drainage management is severely inadequate with only one drain inlet on the west side of the lot and sheet drainage for remaining lot coverage onto adjacent properties. (Refer to attached Photographs #20, 21.)
5. Truck access for delivery and emergency vehicles is inadequate. This issue will prevent fire truck access in case of fire to all sides of the building without using adjacent residential property to east.
6. Parking lot lighting is non-existent creating unsafe and unsecure conditions for patrons and employees of the existing tenants.
7. Landscaping within the boundaries of the retail building is non-existent except for wood bark mulch.( Refer to attached Photographs # 20, 21.)
8. Northern railroad tie retaining wall is collapsing and should be replaced or grades redesigned for cross easement between lots. Southern concrete retaining wall has some damage but restricts truck maneuverability on central lot and should be removed and regarded for cross access between all lots.( Refer to attached Photographs #22, 23, 24.)

**C. OPINION BASED ON OBSERVATIONS:**

All of the deficiencies identified in our Observation Report can be corrected without demolition of the existing building. However, many of the interior corrections to non-compliant conditions would require vacation of the space by the tenant and possible reconfiguration of the tenant space layout. The cost of correcting all the deficiencies would amount to 75% of the cost of a new building. Even with the deficiencies corrected the wood frame roof construction and lack of fire sprinkler, which cannot be corrected, will be a major detriment to insuring the property and upgrading the tenancies to pay for the cost of the building upgrades with increased rent.

The above opinion does not include the cost of a new exterior façade only upgrading the building to meet code standards and reduce energy use inefficiencies. I believe that if existing conditions are not reversed, the cost to the city will continue to escalate and without increased rents will be can never be recovered.

I recommend that the city replace the existing retail building with a new two new buildings totaling slightly less floor area, but designed with sustainable principles of energy efficiency, durable construction design and techniques with valuable life-cycle

cost considerations. The design should be cost effective yet flexible for leasing and suitable for the location as the Gateway to the City of Darien. The demolition could be phased with new construction so that relocation of some of the existing tenants could be arranged.

The site must be made accessible for all vehicles truck, cars and emergency vehicles. There needs to be cross access easement between the northern lot, the central lot and the southern lot. It is important to have cross access between the properties for the success of all the stakeholders. I recommend either continuous fencing at the east property line or landscape screen. Fencing would be the most cost effective and require less yearly maintenance.

The site needs cost efficient LED site lighting to enhance the development and provide low cost security uniformly around the site without annoying light pollution on the adjacent properties.

Demolition and new construction could be done in two phases to retain some of the tenants, but the process would more cost effective if completed in one phase.

Report and Opinion prepared by  
SHIVE-HATTERY, INC.

Wayne C. Marth, A.I.A., NCARB  
VP, Director of Business Development

Attachments

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
July 15, 2013**

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

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

General Fund		<b>\$224,466.79</b>
Water Fund		<b>\$371,308.90</b>
Motor Fuel Tax Fund		<b>\$4,825.98</b>
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		<b>\$185,802.18</b>
Special Service Area Tax Fund		
	<b>Subtotal:</b>	<b><u>\$ 786,403.85</u></b>
General Fund Payroll	06/27/13	\$ 235,211.54
Water Fund Payroll	06/27/13	\$ 19,316.27
	<b>Subtotal:</b>	<b><u>\$ 254,527.81</u></b>
<b>Total to be Approved by City Council:</b>		<b><u>\$ 1,040,931.66</u></b>

**Approvals:**

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

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

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	APRIL 2013 COMPUTER SERVICES	Consulting/Professional	3,846.25	4325
AIS	DOMAIN RENEWAL 7-20-13 TO 7-20-14	Consulting/Professional	125.00	4325
AIS	COAXIAL COUPLERS & CABLE	Consulting/Professional	40.00	4325
AIS	MAY 2013 COMPUTER SERVICES	Consulting/Professional	4,101.25	4325
BEST QUALITY CLEANING, INC.	JULY 2013 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	(74.39)	4267
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	3,126.23	4267
CHASE CARD SERVICES	ANNUAL DUES - COREN	Dues and Subscriptions	649.87	4213
COMCAST	ACCT 8771 20 109 0343850	Telephone	94.85	4267
FATHOM MEDIA INC.	SERVICE ON AUDIO EQUIPMENT	Printing and Forms	350.00	4235
MIDWEST LASER SPECIALIST	COLOR LASERJET PRINTER 5550D	Maintenance - Equipment	999.00	4225
MIDWEST LASER SPECIALIST	TONER CARTRIDGE FOR HP 4250	Supplies - Office	109.99	4253
MIDWEST LASER SPECIALIST	LASERJET 4250TN PRINTER	Equipment	469.00	4815
MUNICIPAL WEB SERVICES	MAY 2013 WEBSITE HOSTING & MAINTENANCE	Consulting/Professional	432.00	4325
NEXTEL COMMUNICATIONS	PUBLIC WORKS AIRCARDS	Telephone	150.49	4267
NICOR GAS	1702 PLAINFIELD ROAD - ACCT 82-54-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	103.13	4271
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	Utilities (Elec,Gas,Wtr,Sewer)	30.76	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Grounds	109.72	4227

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
OFFICE DEPOT	SUPPLIES	Supplies - Office	76.76	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	6.88	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	81.07	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	32.36	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	65.95	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	77.30	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	12.09	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	52.86	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	55.33	4253
OFFICE DEPOT	CREDIT FOR RETURNED ITEM	Supplies - Office	(21.99)	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	53.97	4253
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE RENTAL - JUNE 30 - SEPTEMBER 30, 2013	Rent - Equipment	585.00	4243
PM PRINTING INC.	PERMIT JACKET LABELS & BUSINESS CARDS FOR NEW ALDERMEN	Printing and Forms	94.50	4235
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT NO. 13380100	Postage/Mailings	1,530.00	4233
SHAW MEDIA	LEGAL NOTICE 6169 - SEALCOATING BID	Legal Notices	184.24	4221
SIKICH PROFESSIONAL SERVICES	FYE12 AUDIT	Audit	3,500.00	4320
VERIZON WIRELESS	CELL PHONE SERVICE & POLICE AIRCARDS	Telephone	1,642.72	4267
		Total Administration	23,874.19	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 6/18/2013 Through 7/15/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DUPAGE COUNTY TREASURER	300 PILOT II COUPONS	Consulting/Professional	1,500.00	4325
ILLINOIS STATE POLICE	DARIEN LIQUOR - MIHIR J. PATEL FINGERPRINTING FEE	Boards and Commissions	36.50	4205
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	1,785.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	182.45	4219
STERLING CODIFIERS, INC.	SUPPLEMENT #36 - ORDINANCE CODIFICATION	Consulting/Professional	565.00	4325
Total City Council			4,068.95	

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 6/18/2013 Through 7/15/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHASE CARD SERVICES	SEMINAR - GOMBAC	Training and Education	179.00	4263
CHRISTOPHER B. BURKE ENG, LTD	WALMART EXPANSION - REVIEW OF SITE ENGINEERING PLANS	Const/Prof Reimbursable	966.00	4328
DON MORRIS ARCHITECTS P.C.	JUNE 2013 PLAN REVIEW & INSPECTIONS	Consulting/Professional	1,640.00	4325
DON MORRIS ARCHITECTS P.C.	JUNE 2013 PLAN REVIEW & INSPECTIONS	Const/Prof Reimbursable	5,720.77	4328
JOSEPH ALGOZINE	JUNE 2013 ELECTRICAL INSPECTIONS	Printing and Forms	450.00	4235
LIZ LAHEY	SECRETARIAL SERVICES - FEBRUARY 20 - JUNE 17, 2013	Boards and Commissions	390.00	4205
PM PRINTING INC.	PERMIT JACKET LABELS & BUSINESS CARDS FOR NEW ALDERMEN	Printing and Forms	126.50	4235
ROYAL OAKS LANDSCAPING	LAWN MAINTENANCE - 7517 GRANT	Const/Prof Reimbursable	150.00	4328
		Total Community Development	9,622.27	

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ACTION FLAG COMPANY	GOLD BALLS FOR FLAG POLES	Supplies - Other	48.63	4257
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	40.00	4229
AIR-RITE HEATING & COOLING	A/C INSPECTION AT POLICE DEPARTMENT	Maintenance - Building	254.00	4223
AIR-RITE HEATING & COOLING	DAMPER ISSUE AT POLICE DEPARTMENT	Maintenance - Building	471.00	4223
ALL-STAR MAINTENANCE	PINE PARKWAY MEDIAN MOWING	Consulting/Professional	32.50	4325
ALL-STAR MAINTENANCE	HICKORY/CHEROKEE REAR YARD PROJECT	Drainage Projects	2,555.00	4374
ALL-TYPES ELEVATORS, INC.	REPAIR/CLEAN ELEVATOR PIPING & PIT AT POLICE DEPARTMENT	Maintenance - Building	850.00	4223
AUTOMATED LOGIC	P.D. HVAC SERVICE CONTRACT	Maintenance - Building	1,005.00	4223
CARQUEST AUTO PARTS STORES	REPAIR PARTS - FLEET VEHICLES	Maintenance - Equipment	219.32	4225
CARQUEST AUTO PARTS STORES	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	257.73	4229
CENTRAL SOD FARMS	PALLETS	Supplies - Other	20.00	4257
CENTRAL SOD FARMS	SOD RESTORATION ON WILLOW CREEK	Supplies - Other	39.00	4257
CHASE CARD SERVICES	TRAINING SEMINAR - MASEK	Training and Education	79.95	4263
CHRISTOPHER B. BURKE ENG, LTD	DRAINAGE CONCERNS - 313 68TH ST & 8412 EVERGREEN	Consulting/Professional	543.50	4325
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	126.21	4219
CLARKE ENVIRONMENTAL MOSQUITO	JULY 2013 MOSQUITO ABATEMENT	Mosquito Abatement	10,221.75	4365
COM ED	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	258.16	4359
COM ED	STREET LIGHTS	Street Light Oper & Maint.	216.78	4359

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0788318007	Street Light Oper & Maint.	878.75	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	1,010.28	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0267129091	Street Light Oper & Maint.	1,447.44	4359
CULLIGAN	WATER & FILTER RENTAL	Maintenance - Building	134.13	4223
DARIEN CORPORATE CENTRE	LEMONT ROAD DEDICATION BOND REFUND	Street Recon Rehab-Reimb	1,719.40	4856
DAS ENTERPRISES, INC.	HAULING SPOILS	Drainage Projects	237.00	4374
DUPAGE TOPSOIL, INC.	DIRT FOR CURB RESTORATIONS	Supplies - Other	120.00	4257
DUPAGE TOPSOIL, INC.	LANDSCAPE BEHIND NEW CURB	Supplies - Other	200.00	4257
DUPAGE TOPSOIL, INC.	DIRT FOR CURB RESTORATIONS	Supplies - Other	120.00	4257
FASTENAL COMPANY	WHEEL FOR SAW	Maintenance - Equipment	34.99	4225
FASTENAL COMPANY	SAW PARTS	Maintenance - Equipment	107.39	4225
FLEETPRIDE	KING PIN SET FOR TRUCK #103	Maintenance - Vehicles	633.77	4229
FORESTRY SUPPLIERS, INC.	DBH TAPE	Forestry	50.94	4350
GENE'S TIRE SERVICE, INC.	TIRES FOR FLEET VEHICLES	Maintenance - Equipment	222.33	4225
GRADE A	REPLACING BRICKS BEHIND NEW CURB ON MCADAMS	Supplies - Other	332.50	4257
GRADE A	REPLACING BRICKS BEHIND NEW CURB ON PINE CT & GREENBRIAR	Supplies - Other	332.50	4257
GRADE A	REPLACING BRICKS BEHIND NEW CURBS IN TARA HILL	Supplies - Other	560.00	4257

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
GRADE A	REPLACING BRICK BEHIND NEW CURBS CARRIAGE GREENS/CREEKSIDE	Supplies - Other	647.50	4257
GRADE A	REPLACING BRICKS BEHIND NEW CURBS IN TARA HILL	Supplies - Other	551.25	4257
GRADE A	REPLACING BRICKS BEHIND NEW CURBS IN TARA HILL	Supplies - Other	262.50	4257
GRAINGER	HOSE FOR POWER WASHER AT PUBLIC WORKS SHOP	Maintenance - Building	158.42	4223
GRAINGER	SAFETY CAN AND FUNNEL	Maintenance - Building	70.08	4223
GRAINGER	WIRE WHEEL FOR NEW GRINDER	Maintenance - Equipment	31.32	4225
HOME DEPOT	SUPPLIES	Maintenance - Building	11.78	4223
HOME DEPOT	SUPPLIES	Maintenance - Equipment	80.19	4225
HOME DEPOT	SUPPLIES	Maintenance - Vehicles	39.97	4229
HOME DEPOT	SUPPLIES	Supplies - Other	297.13	4257
HOME DEPOT	SUPPLIES	Small Tools & Equipment	578.00	4259
HOME DEPOT	SUPPLIES	Forestry	41.82	4350
IEPA	ANNUAL NPDES PERMIT FEE - JULY 1, 2013 TO JUNE 30, 2014	Consulting/Professional	1,000.00	4325
ILLINOIS PAPER COMPANY	TONER CARTRIDGES FOR KM1620	Supplies - Office	154.62	4253
JOHN DEERE LANDSCAPES	SEED & STARTER FERTILIZER - CURB RESTORATION	Supplies - Other	156.09	4257
JOHN DEERE LANDSCAPES	SEED AND STARTER FERTILIZER	Supplies - Other	312.18	4257
JOHN DEERE LANDSCAPES	SEED & STARTER FERTILIZER	Supplies - Other	226.68	4257

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
JOHN K. CARR	CDL LICENSE RENEWAL REIMBURSEMENT	Liability Insurance	65.00	4219
JSN CONTRATORS SUPPLY	PAINT & SAFETY GLOVES	Liability Insurance	9.00	4219
JSN CONTRATORS SUPPLY	PAINT & SAFETY GLOVES	Supplies - Other	212.40	4257
KARA COMPANY, INC.	WOOD LATHES & FLAGGING TAPE	Supplies - Other	162.72	4257
KARA COMPANY, INC.	WOOD LATHES & FLAGGING TAPE	Supplies - Other	41.92	4257
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	Maintenance - Equipment	455.45	4225
LEE JENSEN SALES, CO., INC.	AIRSTAR HALOGEN LIGHTING & TELESCOPIC STAND	Small Tools & Equipment	1,246.50	4259
MC CANN INDUSTRIES INC	COIL ASSEMBLY FOR CONCRETE SAW	Maintenance - Equipment	78.07	4225
MC CANN INDUSTRIES INC	GASKETS FOR TRASH PUMPS	Maintenance - Equipment	42.44	4225
MC CANN INDUSTRIES INC	PARTS FOR SOD CUTTER REPAIR	Maintenance - Equipment	103.61	4225
MC CANN INDUSTRIES INC	4 GALLON SPRAYER	Street Light Oper & Maint.	116.00	4359
NATIONAL POWER RODDING	SEWER CLEANING & DISPOSAL	Rent - Equipment	2,555.93	4243
NORWALK TANK	DRAINAGE IMPROVEMENT	Drainage Projects	390.00	4374
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	28.49	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	4.64	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Equipment	47.06	4225
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Vehicles	35.27	4229
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	7.49	4257
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	134.53	4257
O'HARA TRUE VALUE	SUPPLIES	Small Tools & Equipment	33.42	4259
O'HARA TRUE VALUE	SUPPLIES	Small Tools & Equipment	8.99	4259

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
O'REILLY AUTOMOTIVE, INC.	BRAKE & CARB CLEANERS	Maintenance - Vehicles	45.36	4229
O'REILLY AUTOMOTIVE, INC.	BRAKE & CARB CLEANER & LUBRICANT FOR MECHANIC	Maintenance - Vehicles	140.04	4229
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	Liability Insurance	50.00	4219
PATTEN INDUSTRIES, INC.	HYDRAULIC OIL	Maintenance - Equipment	103.25	4225
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR #205	Maintenance - Equipment	84.53	4225
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT NO. 13380100	Postage/Mailings	420.00	4233
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	Street Light Oper & Maint.	677.78	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	Street Light Oper & Maint.	297.78	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	Street Light Oper & Maint.	487.78	4359
RED WING SHOES	BOOTS FOR DAN SALAVATO	Liability Insurance	166.99	4219
RED WING SHOES	UNIFORMS FOR JAKE BRUZAN	Uniforms	224.60	4269
RENDEL'S GMC, INC.	LEAF SPRINGS FOR TRUCK #103	Maintenance - Vehicles	1,306.57	4229
RIC MAR INDUSTRIES, INC.	GLASS CLEANER & SPILL PADS FOR MECHANIC	Maintenance - Equipment	577.65	4225
ROBERT L. SARFIELD	SOCKETS & BIT ADAPTORS	Small Tools & Equipment	77.90	4259
ROBERT L. SARFIELD	COUPLERS & HOSE CLAMP PLIERS	Street Light Oper & Maint.	240.52	4359
SAFETY-KLEEN SYSTEMS, INC.	DISPOSAL OF FILTERS (OIL)	Maintenance - Equipment	81.12	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
SUMMIT FINANCIAL RESOURCES L.P	SAW BLADE & SPECIAL CONCRETE SEALER FOR 330 ROGER ROAD	Supplies - Other	139.99	4257
SUNBELT RENTALS, INC.	EQUIPMENT RENTAL -DRAINAGE ISSUE	Rent - Equipment	329.11	4243
TRUGREEN	CUSTOMER #4575132912 - FERTILIZATION OF 75TH STREET	Forestry	2,900.00	4350
TRUGREEN	CUSTOMER #4575132912 - 75TH STREET FERTILIZATION	Forestry	3,200.00	4350
TYCO INTEGRATED SECURITY LLC	QUARTERLY ALARM BILL SERVICE	Maintenance - Building	244.59	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	138.76	4223
US GAS	OXYGEN & ACETYLENE TANK RENTAL	Supplies - Other	28.00	4257
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	Street Sweeping	616.00	4373
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	Street Sweeping	4,642.00	4373
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Equipment	73.86	4225
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	193.62	4229
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Landfill	109.95	4352
		Total Public Works, Streets	53,376.16	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A BEEP, LLC.	RADIO REPLACEMENT - CHIEF'S VEHICLE	Maintenance - Vehicles	90.00	4229
ADVANTAGE CHEVROLET	REPAIR PARTS FOR SQUAD CARS	Maintenance - Vehicles	1,366.09	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	524.04	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	17.10	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	17.10	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	243.96	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	26.22	4229
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	13.31	4229
ANTON HRUBY	FOOD & EQUIPMENT FOR K9 WHILE AT TRAINING	Investigation and Equipment	61.04	4217
ANTON HRUBY	K9 TRAINING - MEALS	Travel/Meetings	182.11	4265
ANTON HRUBY	UNIFORM ALLOWANCE	Uniforms	86.99	4269
BURR RIDGE VETERINARY CLINIC	TWO STRAY DOGS	Animal Control	40.00	4201
CARQUEST AUTO PARTS STORES	REPAIR PARTS - FLEET VEHICLES	Maintenance - Vehicles	1,011.74	4229
CDS OFFICE TECHNOLOGIES	IN-CAR VIDEO MAINTENANCE	Maintenance - Equipment	3,654.00	4225
CHASE CARD SERVICES	K-9 FOOD	Investigation and Equipment	84.96	4217
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	114.30	4217
CHASE CARD SERVICES	ANNUAL FEE - PRIVATE DETECTIVE INTERNET	Investigation and Equipment	239.40	4217
CHASE CARD SERVICES	SHIPPING - RETURN	Postage/Mailings	5.32	4233
CHASE CARD SERVICES	SHIPPING - RETURN	Postage/Mailings	14.35	4233
CHASE CARD SERVICES	SHIPPING - RETURN	Postage/Mailings	5.05	4233
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	22.28	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	37.21	4253
CHASE CARD SERVICES	SEMINAR - CHIEF BROWN, CRIME ANALYST, CAROL	Training and Education	537.00	4263
CHASE CARD SERVICES	NORTON CONFERENCE	Travel/Meetings	453.60	4265
CHASE CARD SERVICES	K9 TRAINING - HRUBY	Travel/Meetings	241.92	4265

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
COMCAST	CABLE BOXES	Telephone	8.52	4267
COMCAST	CABLE BOX	Telephone	2.13	4267
DU-COMM	QUARTERLY SHARES - AUG-13 TO OCT-13	Consulting/Professional	87,642.00	4325
DUPAGE COUNTY ANIMAL CONTROL	STRAY EUTHANIZED	Animal Control	175.00	4201
DUPAGE METROPOLITAN ENF GROUP	FYE2014 FAIR SHARE CONTRIBUTION	Dumeg/Fiat/Child Center	17,680.00	4337
ELMHURST MEMORIAL HOSPITAL	PHYSICAL - NEW OFFICER CAMACHO	Boards and Commissions	584.00	4205
FIRESTONE COMPLETE AUTO CARE	TIRES FOR SQUADS	Maintenance - Vehicles	312.40	4229
HINSHAW & CULBERTSON LLP	ADMINISTRATIVE TOW JUDGE - 05-01-13	Liability Insurance	150.00	4219
HINSHAW & CULBERTSON LLP	ADMINISTRATIVE TOW JUDGE	Liability Insurance	62.50	4219
I/O SOLUTIONS	POLICE CANDIDATE PSYCHOLOGICAL EVALUATION	Boards and Commissions	345.00	4205
ILLINOIS ATTORNEY GENERAL	ROBERT L. BURTON - SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217
ILLINOIS STATE POLICE	ROBERT L. BURTON - SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217
JAKE THE STRIPER	GRAPHICS FOR K9 SQUAD	Investigation and Equipment	90.00	4217
JASON NORTON	MILEAGE TO FROM BLOOMINGTON FOR CONFERENCE	Travel/Meetings	255.38	4265
JOHN B. COOPER	UNIFORM ALLOWANCE	Uniforms	70.98	4269
KING CAR WASH	SQUAD WASHES	Maintenance - Vehicles	367.50	4229
LAUREN RENNER	ELDERLY SERVICE OFFICER BUSINESS CARDS	Public Relations	49.08	4239

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LEXIPOL LLC	DAILY TRAINING BULLETINS/TESTING DATA BASE 1AUG13-31JUL14	Consulting/Professional	2,700.00	4325
LINDA S. PIECZYNSKI NICHOLAS SKWERES	PROSECUTION FEES TRAVEL - COMMUNITY ENGAGEMENT TRAINING	Liability Insurance Travel/Meetings	1,283.50 334.33	4219 4265
NICHOLAS SKWERES	TRAVEL - COMMUNITY ENGAGEMENT TRAINING	Vehicle (Gas and Oil)	31.25	4273
NORTHEAST MULTIREGIONAL TRNG	ANNUAL MEMBERSHIP FEES - JULY 1, 2013 - JULY 1, 2014	Training and Education	3,060.00	4263
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Vehicles	3.50	4229
PARTNERS & PAWS VETERINARY	NEW K9 EXAM	Maintenance - Equipment	220.00	4225
PARTNERS & PAWS VETERINARY	K-9 VET SERVICES 06-26-13	Maintenance - Equipment	160.00	4225
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT NO. 13380100	Postage/Mailings	1,020.00	4233
PUBLIC SAFETY DIRECT	LIGHTS - CHIEF'S OLD CAR #30	Maintenance - Vehicles	190.00	4229
PUBLIC SAFETY DIRECT	MOBILE SERVICE SQUADS 7, 20, 2	Maintenance - Vehicles	95.00	4229
RAY O'HERRON CO. INC.	BADGES 308, 309 & 310	Uniforms	445.34	4269
RAY O'HERRON CO. INC.	NEW OFFICER - C. COMACHO	Uniforms	489.80	4269
RAY O'HERRON CO. INC.	SERGEANT PICCOLI UNIFORM ALLOWANCE	Uniforms	37.99	4269
RICOH AMERICAS CORPORATION	MAINTENANCE CONTRACT - MARCH 7, 2013 - JUNE 6, 2013	Maintenance - Equipment	439.70	4225
ROSENTHAL, MURPHEY, COBLENTZ	MAP - MISCELLANEOUS	Liability Insurance	682.50	4219

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
SHELL	GASOLINE - HRUBY (K9 TRAINING) - GLOMB (DEA)	Vehicle (Gas and Oil)	1,222.87	4273
SHELL	GASOLINE - HRUBY (K9 TRAINING) - GLOMB (DEA)	Vehicle (Gas and Oil)	(100.00)	4273
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	Investigation and Equipment	221.74	4217
THEODORE POLYGRAPH SERVICE	POLYGRAPH - CAROL CAMACO	Boards and Commissions	135.00	4205
TIGER DIRECT INC.	THUMB DRIVES	Supplies - Office	66.52	4253
TOM & JERRY TIRE AND SERVICE	TOW - K-9 SQUAD 8	Maintenance - Vehicles	119.00	4229
TREASURER, STATE OF ILLINOIS	SEX OFFENDER REGISTRATION CHRISTOPHER BERGMAN	Investigation and Equipment	(10.00)	4217
TREASURER, STATE OF ILLINOIS	CHRISTOPHER BERGMAN SEX OFFENDER REGISTRATION	Investigation and Equipment	5.00	4217
TREASURER, STATE OF ILLINOIS	ROBERT L. BURTON - SEX OFFENDER REGISTRATION	Investigation and Equipment	5.00	4217
VERIZON WIRELESS	CELL PHONE SERVICE & POLICE AIRCARDS	Telephone	798.21	4267
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	412.10	4229
WILLIAM FOSTER	UNIFORM ALLOWANCE	Uniforms	60.48	4269
		Total Police Department	131,072.41	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 6/18/2013 Through 7/15/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT D - JULY 1 - 31, 2013	Utilities (Elec,Gas,Wtr,Sewer)	137.77	4271
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Utilities (Elec,Gas,Wtr,Sewer)	29.22	4271
FIRE & SECURITY SYSTEMS, INC.	ALARM MONITORING & INSPECTIONS 6-1-13 THRU 8-31-13	Maintenance - Grounds	183.00	4227
NICOR GAS	7515 S. CASS, UNIT D - ACCT 40-53-48-5251 8	Utilities (Elec,Gas,Wtr,Sewer)	123.42	4271
RAGS ELECTRIC	REPLACE LIGHTS/FIXTURES & REPAIR/REMOVAL WIRING HERITAGE CTR	Maintenance - Equipment	1,979.40	4225
Total Business District			2,452.81	
Total General Fund			224,466.79	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BEST QUALITY CLEANING, INC.	JULY 2013 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	551.69	4267
CALL ONE, INC.	TELEPHONE & DATA LINES	Telephone	(13.13)	4267
CARQUEST AUTO PARTS STORES	REPAIR PARTS - FLEET VEHICLES	Maintenance - Equipment	176.42	4225
CENTRAL SOD FARMS	SOD, STARTER FERTILIZER & SEED - WATER RESTORATIONS	Maintenance - Water System	291.50	4231
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES	Liability Insurance	126.22	4219
	2103 75TH ST PUMP - ACCT 3118112014	Utilities (Elec,Gas,Wtr,Sewer)	514.32	4271
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	Utilities (Elec,Gas,Wtr,Sewer)	46.40	4271
CONSTELLATION NEW ENERGY, INC.	2101 W. 75TH STREET - ACCT 0269155053	Utilities (Elec,Gas,Wtr,Sewer)	47.60	4271
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 1389036061	Utilities (Elec,Gas,Wtr,Sewer)	239.60	4271
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE ROAD - ACCT 6149050015	Utilities (Elec,Gas,Wtr,Sewer)	157.62	4271
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT - ACCT 4105091007	Utilities (Elec,Gas,Wtr,Sewer)	87.72	4271
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD ROAD- ACCT 0185101035	Utilities (Elec,Gas,Wtr,Sewer)	1,831.47	4271
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	Utilities (Elec,Gas,Wtr,Sewer)	76.35	4271
CULLIGAN	WATER & FILTER RENTAL	Maintenance - Building	134.14	4223
DAS ENTERPRISES, INC.	HAULING SPOILS	Maintenance - Water System	809.75	4231
DUPAGE COUNTY DIV OF TRANSPORT	PERMIT FOR WATER MAIN BREAK AT PLAINFIELD & WILLIAMS	Maintenance - Water System	100.00	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DUPAGE COUNTY PUBLIC WORKS	METER READINGS FROM MARCH 1 THRU APRIL 30, 2013	Leak Detection	25,473.25	4326
DUPAGE WATER COMMISSION	WATER COSTS	DuPage Water Commission	304,991.98	4340
ENVIRO-TEST & PERRY LABS	MONTHLY EPA REQUIRED WATER SAMPLES	Quality Control	247.50	4241
GENE'S TIRE SERVICE, INC.	TIRES FOR FLEET VEHICLES	Maintenance - Equipment	1,909.58	4225
GRAINGER	HOSE FOR POWER WASHER AT PUBLIC WORKS SHOP	Maintenance - Building	158.42	4223
HD SUPPLY WATERWORKS	REPAIR CLAMP & B-BOX LIDS	Maintenance - Water System	426.06	4231
HD SUPPLY WATERWORKS	B-BOX LIDS FOR WORK ORDER REPAIRS	Maintenance - Water System	401.20	4231
HD SUPPLY WATERWORKS	BOX-BOX LIDS	Maintenance - Water System	147.13	4231
HD SUPPLY WATERWORKS	REPAIR CLAMPS	Maintenance - Water System	774.68	4231
HOME DEPOT	SUPPLIES	Maintenance - Building	359.08	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	171.80	4231
JSN CONTRATORS SUPPLY	PAINT & SAFETY GLOVES	Liability Insurance	9.00	4219
JSN CONTRATORS SUPPLY	PAINT & SAFETY GLOVES	Maintenance - Water System	90.00	4231
KEVIN CASSIDY	CDL LICENSE RENEWAL REIMBURSEMENT	Liability Insurance	61.26	4219
KRISTOFER THROM	CDL LICENSE RENEWAL REIMBURSEMENT	Liability Insurance	60.00	4219
LEE JENSEN SALES, CO., INC.	AIRSTAR HALOGEN LIGHTING & TELESCOPIC STAND	Maintenance - Water System	1,246.50	4231
MC CANN INDUSTRIES INC	PARTS FOR TRASH PUMP	Maintenance - Equipment	23.03	4225

**CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
METROPOLITAN INDUSTRIES, INC.	CALL OUT - PRESSURE READING ISSUE AT 75TH ST PUMP STATION	Consulting/Professional	345.00	4325
NICOR GAS	1930 MANNING ROAD - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	61.12	4271
NICOR GAS	1897 MANNING DRIVE - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	30.03	4271
NICOR GAS	8600 LEMONT - ACCT 23-64-41-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	55.42	4271
NICOR GAS	1220 PLAINFIELD - ACCT 21-71-02-6494 2	Utilities (Elec,Gas,Wtr,Sewer)	23.28	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	4.64	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	72.21	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Equipment	0.60	4225
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	56.81	4231
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	63.59	4231
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT NO. 13380100	Postage/Mailings	30.00	4233
RAGS ELECTRIC	REPAIR DAMAGED STREET LIGHT	Maintenance - Water System	460.02	4231
RAGS ELECTRIC	WATER PLANT ELECTRICAL MAINTENANCE	Depreciation	10,000.00	4620
RAGS ELECTRIC	WATER PLANT ELECTRICAL MAINTENANCE	Equipment	14,000.00	4815
SERVICE INDUSTRIAL SUPPLY INC.	HOSES FOR THE WATER DOG TRAILER & TRASH PUMPS	Maintenance - Water System	488.80	4231
SUBURBAN LABORATORIES	UCMR3 WATER SAMPLING	Quality Control	1,150.00	4241
TRUGREEN	FERTILIZATION & WATER PLANTS AT 1702 PLAINFIELD	Maintenance - Building	420.00	4223



**CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 6/18/2013 Through 7/15/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
TRUGREEN	CUSTOMER #4575133937 - FERTILIZATION 1041 S. FRONTAGE	Maintenance - Building	290.00	4223
TYCO INTEGRATED SECURITY LLC	QUARTERLY ALARM BILL SERVICE	Maintenance - Building	244.59	4223
US GAS	OXYGEN & ACETYLENE TANK RENTAL	Maintenance - Water System	28.00	4231
VERIZON WIRELESS	CELL PHONE SERVICE & POLICE AIRCARDS	Telephone	289.90	4267
ZIEBELL WATER SERVICE PRODUCTS	B-BOX RISER	Maintenance - Water System	<u>858.75</u>	4231
		Total Public Works, Water	<u>371,308.90</u>	
		Total Water Fund	371,308.90	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NORWALK TANK	518 69TH	Supplies - Other	465.26	4257
QUARRY MATERIALS	ASPHALT FOR PATCHING BEHIND CURBS	Road Material	262.60	4245
QUARRY MATERIALS	ASPHALT PATCHING BEHIND NEW CURBS	Road Material	813.80	4245
QUARRY MATERIALS	ASPHALT FOR VARIOUS PATCHES	Road Material	639.60	4245
QUARRY MATERIALS	ASPHALT FOR CURB/APRON REPAIRS	Road Material	308.36	4245
QUARRY MATERIALS	ASPHALT BEHIND CURB FROM CURB REPLACEMENT	Road Material	634.40	4245
QUARRY MATERIALS	ASPHALT FOR PATCHING BEHIND NEW CURB	Road Material	602.68	4245
QUARRY MATERIALS	ASPHALT FOR PATCHING BEHIND NEW CURB	Road Material	795.60	4245
QUARRY MATERIALS	ASPHALT FOR PATCHING BEHIND CURB	Road Material	112.84	4245
QUARRY MATERIALS	ASPHALT FOR PATCHING BEHIND NEW CURB	Road Material	190.84	4245
			4,825.98	
			4,825.98	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DAS ENTERPRISES, INC.	DITCHING SPOILS	Ditch Projects	1,461.50	4376
DAS ENTERPRISES, INC.	DITCH PROJECT	Ditch Projects	2,231.75	4376
DAS ENTERPRISES, INC.	DITCH PROJECT	Ditch Projects	2,251.50	4376
DAS ENTERPRISES, INC.	HAULING FOR ELEANOR DITCH PROJECT	Ditch Projects	2,350.25	4376
DAS ENTERPRISES, INC.	ROGER/BROOKBANK DITCH PROJECTS	Ditch Projects	1,422.00	4376
DAS ENTERPRISES, INC.	HAULING FOR ELEANOR DITCH PROJECT	Ditch Projects	(2,350.00)	4376
DAS ENTERPRISES, INC.	ROGER/BROOKBANK DITCH PROJECTS	Ditch Projects	(1,501.00)	4376
DAS ENTERPRISES, INC.	BROOKBANK/HOLLY DITCH PROJECT	Ditch Projects	2,429.25	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,619.50	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,580.00	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,599.75	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	2,389.75	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,580.00	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	2,389.75	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,580.00	4376
DAS ENTERPRISES, INC.	ROGER ROAD DITCH PROJECT	Ditch Projects	1,402.25	4376
DAS ENTERPRISES, INC.	ROGER ROAD DITCH PROJECT	Ditch Projects	2,231.75	4376
DAS ENTERPRISES, INC.	BROOKBANK DITCH PROJECT	Ditch Projects	1,599.75	4376

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/18/2013 Through 7/15/2013**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
E.F. HEIL LLC	ROGER ROAD/ELEANOR	Ditch Projects	1,870.00	4376
E.F. HEIL LLC	ELEANOR DITCH PROJECT	Ditch Projects	990.00	4376
E.F. HEIL LLC	ELEANOR DITCH PROJECT	Ditch Projects	1,650.00	4376
E.F. HEIL LLC	BROOKBANK DITCH PROJECT	Ditch Projects	1,760.00	4376
ELMHURST CHICAGO STONE COMPANY	BROOKBANK DITCH PROJECT	Ditch Projects	5,666.27	4376
ELMHURST CHICAGO STONE COMPANY	BROOKBANK DITCH PROJECT	Ditch Projects	1,613.63	4376
ELMHURST CHICAGO STONE COMPANY	BROOKBANK DITCH PROJECT	Ditch Projects	1,269.26	4376
ELMHURST CHICAGO STONE COMPANY	68TH STREET BASIN	Ditch Projects	619.00	4376
ELMHURST CHICAGO STONE COMPANY	BROOKBANK DITCH PROJECT	Ditch Projects	4,871.00	4376
GRADE A	REMOVE & REPLACE BRICKS FOR DRIVEWAYS -6938 & 7002 BROOKBANK	Ditch Projects	3,867.50	4376
HOME DEPOT	SUPPLIES	Ditch Projects	26.08	4376
HOMER TREE CARE, INC.	TREE REMOVAL IN ROW ON ELEANOR	Ditch Projects	900.00	4376
HOMER TREE CARE, INC.	PRUNING & TREE REMOVAL IN ROW - ROGER ROAD	Ditch Projects	4,920.00	4376
LES MOORE & COMPANY, LLC	CORNER BRICKS FOR DARIEN ENTRANCE SIGNS	Equipment	229.20	4815
NORWALK SALES CO.	BROOKBANK/HOLLY DITCH PROJECTS	Ditch Projects	3,612.40	4376
NORWALK TANK	BROOKBANK/HOLLY DITCH & 518 69TH	Ditch Projects	320.00	4376
NORWALK TANK	HOLLY/BROOKBANK DITCH PROJECT	Ditch Projects	530.79	4376

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/18/2013 Through 7/15/2013**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORWALK TANK	BROOKBANK/HOLLY DITCH/DRAINAGE PROJECTS	Ditch Projects	505.38	4376
NORWALK TANK	HOLLY/BROOKBANK DITCH PROJECTS	Ditch Projects	768.80	4376
NORWALK TANK	HOLLY & BROOKBANK DITCH PROJECT	Ditch Projects	2,157.12	4376
NORWALK TANK	BROOKBANK/HOLLY DITCH PROJECT	Ditch Projects	1,014.20	4376
PAVEMENT SYSTEMS	PAVING WORK ON ROGER ROAD DRIVEWAY APRONS	Ditch Projects	23,650.00	4376
RAGS ELECTRIC	LOCATE STREET LIGHT AT BROOKBANK & HOLLY	Ditch Projects	138.50	4376
RAGS ELECTRIC	REPAIR SPRINKLER WIRES EMBEDDED IN CURB	Curb & Gutter Replacement ...	238.30	4383
RAGS ELECTRIC	ELECTRIC WORK FOR CAMERA INSTALLATION @ PW SHOP	Equipment	588.62	4815
RAINBOW TREECARE SCIENTIFIC	EAB INJECTION SUPPLIES	Equipment	16,826.92	4815
SCHOMIG LAND SURVEYORS LTD.	SURVEY FOR PROPERTY PINS ON RODGER ROAD	Ditch Projects	395.00	4376
SCORPIO CONSTRUCTION GROUP	BROOKBANK OUTFALL RIP-RAP - DITCH PROJECT	Ditch Projects	4,177.50	4376
SCORPIO CONSTRUCTION GROUP	LANDSCAPING SERVICE - ELEANOR	Ditch Projects	20,048.00	4376
SCORPIO CONSTRUCTION GROUP	INSTALL NEW AGGREGATE SHOULDER & WATER SOD	Ditch Projects	3,041.00	4376

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 6/18/2013 Through 7/15/2013**

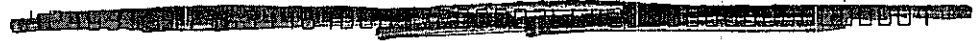
<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SCORPIO CONSTRUCTION GROUP	BROOKBANK & HOLLY DITCH PROJECT	Ditch Projects	50,196.00	4376
SUMMIT FINANCIAL RESOURCES L.P	ROGER ROAD DITCH PROJECT	Ditch Projects	107.97	4376
TAMELING, INC.	SUPPLIES FOR BROOKBANK BRICK DRIVEWAY RESTORATIONS	Ditch Projects	853.99	4376
TAMELING, INC.	COBBLESTONE REPLACEMENT @ 221 HOLLY	Ditch Projects	112.00	4376
		Total Capital Fund Expenditures	185,802.18	
		Total Capital Improvement Fund	185,802.18	
Report Total			786,403.85	



Account number: [REDACTED]

\$ 2664.21

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



35304 BEX Z 18319 C  
BRYON VANA  
CITY OF DARIEN  
1702 PLAINFIELD RD  
DARIEN IL 60561-5044



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



**BUSINESS CARD STATEMENT**

Customer Service 1-800-275-0863      Additional contact information on back

**ACCOUNT SUMMARY**

Account Number: [REDACTED]

Previous Balance	\$5,311.53
Payment, Credits	-\$5,311.53
Purchases	+\$2,664.21
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$2,664.21</b>

**PAYMENT INFORMATION**

New Balance	\$2,664.21
Payment Due Date	07/24/13
Minimum Payment Due	\$532.00

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.  
**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

Opening/Closing Date	06/03/13 - 07/02/13
Total Credit Line	\$50,000
Available Credit	\$47,335
Cash Access Line	\$10,000
Available for Cash	\$10,000

**FLEXIBLE REWARDS SUMMARY**

Previous points balance	16,323
+ Points earned on purchases this period	2,665
= New total points balance	18,988

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

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/16	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE (REDACTED) -\$5,311.53 INCLUDING PAYMENTS RECEIVED	-5,311.53
06/24	OREILLY AUTO 00033894 DARIEN IL 91-30-4263 Training Seminar - March DANIEL GOMBAC TRANSACTIONS THIS CYCLE (REDACTED) \$79.95	79.95
07/01	PETSMART INC 422 DARIEN IL 01-40-4217 K-9 9000 SARAH FALCO TRANSACTIONS THIS CYCLE (REDACTED) \$84.96	84.96
06/04	LEXISNEXIS RISK MGT 868-332-8244 FL 01-40-4217 Detection Internal Search	114.30
06/07	Doherty Hotel CLARE MI 01-40-4265 K-9 Training - Hourly	241.92
06/10	AOL SERVICE 0613 800-827-6364 NY 01-40-4217 Private Detective Internship	239.40 <i>annual fee</i>
06/15	MARRIOTT CONF CTR NORMAL NORMAL IL 01-40-4265 Morton Conference	453.60
06/26	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return	5.32
06/27	WAL-MART #2215 DARIEN IL 01-40-4253 Supplies	22.28
06/27	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies CAROL KOPTA TRANSACTIONS THIS CYCLE (REDACTED) \$1,114.03	37.21
06/03	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return	14.35



**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
06/05	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return JOHN COOPER	5.05
TRANSACTIONS THIS CYCLE <del>06/01/13</del> \$19.40		
06/05	FREDPRYOR CAREERTRACK 800-5563012 KS 01-20-4263 \$179.00	716.00
06/26	ICMA INTERNET 800-745-8780 DC 01-10-4213 ICMA Due - Cover SCOTT COREN	649.87
TRANSACTIONS THIS CYCLE <del>07/03/13</del> \$1,365.87		

2013 Totals Year-to-Date	
Total fees charged in 2013	\$0.00
Total interest charged in 2013	\$0.00

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

**INTEREST CHARGES**

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

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

(v) = Variable Rate

30 Days in Billing Period

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



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

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 993,354	\$ 993,354	\$ 12,476,230
Expenditures	\$ 1,040,832	\$ 1,040,832	\$ 10,809,655

Un-Audited 5/1/13 Opening Fund Balance: \$ 4,966,373  
Transfer to Capital Fund \$ (2,900,000)  
Current Fund Balance: \$ 2,018,896

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 3,062	\$ 3,062	\$ 6,334,567
Expenditures	\$ 88,996	\$ 88,996	\$ 6,066,503

Un-Audited 5/1/13 Cash Balance \$ 962,047  
Current Cash Balance: \$ 876,114

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

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 38,223	\$ 38,223	\$ 519,021
Expenditures	\$ 25,923	\$ 25,923	\$ 578,915

Un-Audited 5/1/13 Opening Fund Balance: \$ 321,250  
Current Fund Balance: \$ 333,550

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 641	\$ 641	\$ -
Expenditures	\$ -	\$ -	\$ 121,000

Un-Audited 5/1/13 Cash Balance \$ 763,019  
Current Cash Balance: \$ 763,660

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,903,393	\$ 2,903,393	\$ 3,149,820
Expenditures	\$ 249,365	\$ 249,365	\$ 3,217,224

Un-Audited 5/1/13 Opening Fund Balance: \$ 3,899,160  
Current Fund Balance: \$ 6,553,188

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

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 7	\$ 7	\$ 498,400
Expenditures	\$ 86,838	\$ 86,838	\$ 498,400

Un-Audited 5/1/13 Opening Fund Balance: \$ 7,860  
Current Fund Balance: \$ (78,971)

	Current Actual Year to Date	Current Budgeted F.Y.E. '14	Prior Year Actual Through May 12
Property Tax Collections	\$ -	\$ 1,821,002	\$ -
Sales Tax Collections	\$ 370,205	\$ 4,900,000	\$ 360,665

\* Audited cash balance less Accounts Payable at year end

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Revenue</b>								
<b>Taxes</b>								
Real Estate Taxes - Current	3110	0.00	0.00	0.00	0.00	1,115,282.00	1,115,282.00	100.00%
Road and Bridge Tax	3120	154.36	0.00	154.36	0.00	185,000.00	184,845.64	99.91%
Municipal Utility Tax	3130	96,777.58	86,666.67	96,777.58	86,666.67	1,040,000.00	943,222.42	90.69%
Amusement Tax	3140	2,037.35	7,500.00	2,037.35	7,500.00	90,000.00	87,962.65	97.73%
Hotel/Motel Tax	3150	5,636.92	2,583.33	5,636.92	2,583.33	31,000.00	25,363.08	81.81%
Personal Property Tax	3425	1,217.79	416.67	1,217.79	416.67	5,000.00	3,782.21	75.64%
<b>Total Taxes</b>		<b>105,824.00</b>	<b>97,166.67</b>	<b>105,824.00</b>	<b>97,166.67</b>	<b>2,466,282.00</b>	<b>(2,360,458.00)</b>	<b>95.71%</b>
<b>License, Permits, Fees</b>								
Business Licenses	3210	7,471.45	0.00	7,471.45	0.00	40,000.00	32,528.55	81.32%
Liquor License	3212	52,000.00	50,000.00	52,000.00	50,000.00	50,000.00	(2,000.00)	(4.00)%
Contractor Licenses	3214	3,000.00	3,500.00	3,000.00	3,500.00	12,000.00	9,000.00	75.00%
Court Fines	3216	14,007.30	11,666.67	14,007.30	11,666.67	140,000.00	125,992.70	89.99%
Towing Fees	3217	6,000.00	4,166.67	6,000.00	4,166.67	50,000.00	44,000.00	88.00%
Ordinance Fines	3230	1,760.00	1,666.67	1,760.00	1,666.67	20,000.00	18,240.00	91.20%
Building Permits and Fees	3240	4,242.00	5,000.00	4,242.00	5,000.00	35,000.00	30,758.00	87.88%
Telecommunication Taxes	3242	72,082.45	75,000.00	72,082.45	75,000.00	900,000.00	827,917.55	91.99%
Cable T.V. Franchise Fee	3244	89,168.13	28,333.33	89,168.13	28,333.33	340,000.00	250,831.87	73.77%
NICOR Franchise Fee	3246	0.00	3,333.33	0.00	3,333.33	40,000.00	40,000.00	100.00%
Public Hearing Fees	3250	0.00	333.33	0.00	333.33	4,000.00	4,000.00	100.00%
Elevator Inspections	3255	0.00	333.33	0.00	333.33	4,000.00	4,000.00	100.00%
Engineering/Prof Fee Reimb	3265	1,960.00	2,500.00	1,960.00	2,500.00	20,000.00	18,040.00	90.20%
D.U.I. Technology Fines	3267	925.00	541.67	925.00	541.67	6,500.00	5,575.00	85.76%
Police Special Service	3268	2,680.00	10,416.67	2,680.00	10,416.67	125,000.00	122,320.00	97.85%
Stormwater Management Fees	3270	0.00	8.33	0.00	8.33	100.00	100.00	100.00%
<b>Total License, Permits, Fees</b>		<b>255,296.33</b>	<b>196,800.00</b>	<b>255,296.33</b>	<b>196,800.00</b>	<b>1,786,600.00</b>	<b>(1,531,303.67)</b>	<b>85.71%</b>
<b>Charges for Services</b>								
Inspections/Tap on/Permits	3320	25.00	0.00	25.00	0.00	0.00	(25.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Charges for Services		25.00	0.00	25.00	0.00	0.00	25.00	0.00%
Intergovernmental								
State Income Tax	3410	117,490.32	174,847.50	117,490.32	174,847.50	2,098,170.00	1,980,679.68	94.40%
Local Use Tax	3420	22,333.85	29,448.00	22,333.85	29,448.00	353,376.00	331,042.15	93.67%
Sales Taxes	3430	370,204.64	408,333.33	370,204.64	408,333.33	4,900,000.00	4,529,795.36	92.44%
Total Intergovernmental		510,028.81	612,628.83	510,028.81	612,628.83	7,351,546.00	(6,841,517.19)	93.06%
Other Revenue								
Interest Income	3510	2,463.98	833.33	2,463.98	833.33	10,000.00	7,536.02	75.36%
Gain/Loss on Investment	3515	(13.15)	0.00	(13.15)	0.00	0.00	13.15	0.00%
Water Share Expense	3520	20,833.34	20,833.33	20,833.34	20,833.33	250,000.00	229,166.66	91.66%
Police Report/Prints	3534	195.00	333.33	195.00	333.33	4,000.00	3,805.00	95.12%
Reimbursement-Rear Yard Drain	3541	6,000.02	0.00	6,000.02	0.00	0.00	(6,000.02)	0.00%
Rents	3561	47,300.00	19,941.83	47,300.00	19,941.83	239,302.00	192,002.00	80.23%
Other Reimbursements	3562	186.01	7,083.33	186.01	7,083.33	85,000.00	84,813.99	99.78%
Residential Concrete Reimb	3563	21,554.20	0.00	21,554.20	0.00	0.00	(21,554.20)	0.00%
Mail Box Reimbursement Program	3569	311.68	0.00	311.68	0.00	0.00	(311.68)	0.00%
Sales of Wood Chips	3572	985.00	0.00	985.00	0.00	0.00	(985.00)	0.00%
Sale of Equipment	3575	2,358.00	1,250.00	2,358.00	1,250.00	15,000.00	12,642.00	84.28%
Miscellaneous Revenue	3580	835.00	9,583.33	835.00	9,583.33	115,000.00	114,165.00	99.27%
Total Other Revenue		103,009.08	59,858.48	103,009.08	59,858.48	718,302.00	(615,292.92)	85.66%
Total Revenue		974,183.22	966,453.98	974,183.22	966,453.98	12,322,730.00	...,348,546.78)	92.09%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 0.00	0.00	0.00	0.00	6,318,567.00	6,318,567.00	100.00%
Inspections/Tap on/Permits	3320 2,397.42	500.00	2,397.42	500.00	4,000.00	1,602.58	40.06%
Sale of Meters	3325 475.00	291.67	475.00	291.67	3,500.00	3,025.00	86.42%
Other Water Sales	3390 0.00	375.00	0.00	375.00	4,500.00	4,500.00	100.00%
Total Charges for Services	2,872.42	1,166.67	2,872.42	1,166.67	6,330,567.00	(6,327,694.58)	99.95%
Other Revenue							
Interest Income	3510 189.96	333.33	189.96	333.33	4,000.00	3,810.04	95.25%
Total Other Revenue	189.96	333.33	189.96	333.33	4,000.00	(3,810.04)	95.25%
Total Revenue	3,062.38	1,500.00	3,062.38	1,500.00	6,334,567.00	(6,331,504.62)	99.95%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Intergovernmental								
MFT Allotment	3440	37,982.04	43,251.75	37,982.04	43,251.75	519,021.00	481,038.96	92.68%
Total Intergovernmental		37,982.04	43,251.75	37,982.04	43,251.75	519,021.00	(481,038.96)	92.68%
Other Revenue								
Interest Income	3510	240.95	0.00	240.95	0.00	0.00	(240.95)	0.00%
Total Other Revenue		240.95	0.00	240.95	0.00	0.00	240.95	0.00%
Total Revenue		38,222.99	43,251.75	38,222.99	43,251.75	519,021.00	(480,798.01)	92.64%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 11.14	0.00	11.14	0.00	0.00	(11.14)	0.00%
Total Other Revenue	11.14	0.00	11.14	0.00	0.00	11.14	0.00%
Total Revenue	11.14	0.00	11.14	0.00	0.00	11.14	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	416.67	0.00	416.67	5,000.00	5,000.00	100.00%
Total Taxes		0.00	416.67	0.00	416.67	5,000.00	(5,000.00)	100.00%
Other Revenue								
Interest Income	3510	7.53	0.00	7.53	0.00	0.00	(7.53)	0.00%
Total Other Revenue		7.53	0.00	7.53	0.00	0.00	7.53	0.00%
Total Revenue		7.53	416.67	7.53	416.67	5,000.00	(4,992.47)	99.85%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Forfeiture Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 4.43	0.00	4.43	0.00	0.00	(4.43)	0.00%
Total Other Revenue	4.43	0.00	4.43	0.00	0.00	4.43	0.00%
Total Revenue	4.43	0.00	4.43	0.00	0.00	4.43	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Interest Income	3510	646.33	0.00	646.33	0.00	0.00	(646.33)	0.00%
Gain/Loss on Investment	3515	(5.64)	0.00	(5.64)	0.00	0.00	5.64	0.00%
Total Other Revenue	<u>640.69</u>	<u>0.00</u>	<u>640.69</u>	<u>0.00</u>	<u>0.00</u>	<u>640.69</u>	<u>0.00%</u>	
Total Revenue	640.69	0.00	640.69	0.00	0.00	640.69	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Darien Area Dispatch Center**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 263.98	0.00	263.98	0.00	0.00	(263.98)	0.00%
Total Other Revenue	263.98	0.00	263.98	0.00	0.00	263.98	0.00%
Total Revenue	263.98	0.00	263.98	0.00	0.00	263.98	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Seizures Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 18.92	0.00	18.92	0.00	0.00	(18.92)	0.00%
Total Other Revenue	18.92	0.00	18.92	0.00	0.00	18.92	0.00%
Total Revenue	18.92	0.00	18.92	0.00	0.00	18.92	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110    0.00	0.00	0.00	0.00	202,320.00	202,320.00	100.00%
Total Taxes	0.00	0.00	0.00	0.00	202,320.00	(202,320.00)	100.00%
Other Revenue							
Interest Income	3510    3,393.11	833.33	3,393.11	833.33	10,000.00	6,606.89	66.06%
Residential Concrete Reimb	3563    0.00	0.00	0.00	0.00	37,500.00	37,500.00	100.00%
Transfer from Other Funds	3612    2,900,000.00	0.00	2,900,000.00	0.00	2,900,000.00	0.00	0.00%
Total Other Revenue	2,903,393.11	833.33	2,903,393.11	833.33	2,947,500.00	(44,106.89)	1.50%
Total Revenue	2,903,393.11	833.33	2,903,393.11	833.33	3,149,820.00	(246,426.89)	7.82%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110	0.00	0.00	0.00	498,400.00	498,400.00	100.00%
Total Taxes	0.00	0.00	0.00	0.00	498,400.00	(498,400.00)	100.00%
Other Revenue							
Interest Income	3510	6.66	0.00	6.66	0.00	(6.66)	0.00%
Total Other Revenue	6.66	0.00	6.66	0.00	0.00	6.66	0.00%
Total Revenue	6.66	0.00	6.66	0.00	498,400.00	(498,393.34)	100.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Rents	3561	18,410.00	11,916.67	18,410.00	11,916.67	143,000.00	124,590.00	87.12%
Maintenance - Reimbursable	3567	289.75	875.00	289.75	875.00	10,500.00	10,210.25	97.24%
Operations Revenue	3576	471.38	0.00	471.38	0.00	0.00	(471.38)	0.00%
Total Other Revenue	<u>19,171.13</u>	<u>12,791.67</u>	<u>19,171.13</u>	<u>12,791.67</u>	<u>153,500.00</u>	<u>(134,328.87)</u>	<u>87.51%</u>	
Total Revenue	19,171.13	12,791.67	19,171.13	12,791.67	153,500.00	(134,328.87)	87.51%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	55,427.24	54,138.00	55,427.24	54,138.00	469,194.00	413,766.76	88.18%
Overtime	4030	0.00	166.67	0.00	166.67	2,000.00	2,000.00	100.00%
<b>Total Salaries</b>		<u>55,427.24</u>	<u>54,304.67</u>	<u>55,427.24</u>	<u>54,304.67</u>	<u>471,194.00</u>	<u>415,766.76</u>	<u>88.24%</u>
<b>Benefits</b>								
Social Security	4110	3,495.99	3,107.40	3,495.99	3,107.40	26,931.00	23,435.01	87.01%
Medicare	4111	817.62	788.28	817.62	788.28	6,832.00	6,014.38	88.03%
I.M.R.F.	4115	6,568.32	7,698.57	6,568.32	7,698.57	66,721.00	60,152.68	90.15%
Medical/Life Insurance	4120	5,033.30	5,300.67	5,033.30	5,300.67	63,608.00	58,574.70	92.08%
Supplemental Pensions	4135	2,862.21	1,998.67	2,862.21	1,998.67	23,984.00	21,121.79	88.06%
<b>Total Benefits</b>		<u>18,777.44</u>	<u>18,893.59</u>	<u>18,777.44</u>	<u>18,893.59</u>	<u>188,076.00</u>	<u>169,298.56</u>	<u>90.02%</u>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	0.00	250.00	0.00	250.00	3,000.00	3,000.00	100.00%
Liability Insurance	4219	0.00	1,666.67	0.00	1,666.67	51,623.00	51,623.00	100.00%
Legal Notices	4221	0.00	666.67	0.00	666.67	8,000.00	8,000.00	100.00%
Maintenance - Building	4223	0.00	700.00	0.00	700.00	8,400.00	8,400.00	100.00%
Maintenance - Equipment	4225	0.00	1,066.67	0.00	1,066.67	12,800.00	12,800.00	100.00%
Maintenance - Grounds	4227	0.00	583.33	0.00	583.33	7,000.00	7,000.00	100.00%
Postage/Mailings	4233	0.00	433.33	0.00	433.33	5,200.00	5,200.00	100.00%
Printing and Forms	4235	0.00	333.33	0.00	333.33	4,000.00	4,000.00	100.00%
Public Relations	4239	0.00	2,458.33	0.00	2,458.33	29,500.00	29,500.00	100.00%
Rent - Equipment	4243	0.00	200.00	0.00	200.00	2,400.00	2,400.00	100.00%
Supplies - Office	4253	151.54	833.33	151.54	833.33	10,000.00	9,848.46	98.48%
Supplies - Other	4257	0.00	41.67	0.00	41.67	500.00	500.00	100.00%
Training and Education	4263	0.00	375.00	0.00	375.00	4,500.00	4,500.00	100.00%
Travel/Meetings	4265	0.00	166.67	0.00	166.67	2,000.00	2,000.00	100.00%
Telephone	4267	0.00	5,250.00	0.00	5,250.00	63,000.00	63,000.00	100.00%
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	291.67	0.00	291.67	3,500.00	3,500.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	658.33	0.00	658.33	7,900.00	7,900.00	100.00%
ESDA	4279	0.00	166.67	0.00	166.67	2,000.00	2,000.00	100.00%
<b>Total Materials and Supplies</b>		<u>151.54</u>	<u>16,141.67</u>	<u>151.54</u>	<u>16,141.67</u>	<u>225,323.00</u>	<u>225,171.46</u>	<u>99.93%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual								
Audit	4320	0.00	0.00	0.00	0.00	12,775.00	12,775.00	100.00%
Consulting/Professional	4325	4,139.85	7,448.08	4,139.85	7,448.08	89,377.00	85,237.15	95.36%
Contingency	4330	1,296.00	833.33	1,296.00	833.33	10,000.00	8,704.00	87.04%
Janitorial Service	4345	1,182.00	1,375.00	1,182.00	1,375.00	16,500.00	15,318.00	92.83%
Total Contractual		<u>6,617.85</u>	<u>9,656.41</u>	<u>6,617.85</u>	<u>9,656.41</u>	<u>128,652.00</u>	<u>122,034.15</u>	<u>94.86%</u>
Other Charges								
Transfer to Other Funds	4605	2,900,000.00	0.00	2,900,000.00	0.00	0.00	(2,900,000.00)	0.00%
Total Other Charges		<u>2,900,000.00</u>	<u>0.00</u>	<u>2,900,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,900,000.00)</u>	<u>0.00%</u>
Capital Outlay								
Equipment	4815	0.00	0.00	0.00	0.00	14,000.00	14,000.00	100.00%
Total Capital Outlay		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>14,000.00</u>	<u>14,000.00</u>	<u>100.00%</u>
Total Expenditures		<u>2,980,974.07</u>	<u>98,996.34</u>	<u>2,980,974.07</u>	<u>98,996.34</u>	<u>1,027,245.00</u>	<u>(1,953,729.07)</u>	<u>(190.19)%</u>
Total		<u>(2,980,974.07)</u>	<u>(98,996.34)</u>	<u>(2,980,974.07)</u>	<u>(98,996.34)</u>	<u>(1,027,245.00)</u>	<u>1,953,729.07</u>	<u>0.00%</u>



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	3,562.50	3,562.50	42,750.00	39,187.50	91.66%
Total Salaries		3,562.50	3,562.50	3,562.50	3,562.50	42,750.00	39,187.50	91.67%
Benefits								
Social Security	4110	220.88	220.83	220.88	220.83	2,650.00	2,429.12	91.66%
Medicare	4111	51.69	51.67	51.69	51.67	620.00	568.31	91.66%
Total Benefits		272.57	272.50	272.57	272.50	3,270.00	2,997.43	91.66%
Materials and Supplies								
Boards and Commissions	4205	0.00	208.33	0.00	208.33	2,500.00	2,500.00	100.00%
Cable Operations	4206	0.00	208.33	0.00	208.33	2,500.00	2,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	0.00	0.00	100.00	100.00	100.00%
Liability Insurance	4219	0.00	3,000.00	0.00	3,000.00	42,806.00	42,806.00	100.00%
Public Relations	4239	0.00	0.00	0.00	0.00	2,000.00	2,000.00	100.00%
Training and Education	4263	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%
Total Materials and Supplies		0.00	3,416.66	0.00	3,416.66	50,906.00	50,906.00	100.00%
Total Expenditures		3,835.07	7,251.66	3,835.07	7,251.66	96,926.00	93,090.93	96.04%
Total		(3,835.07)	(7,251.66)	(3,835.07)	(7,251.66)	(96,926.00)	(93,090.93)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	32,986.32	32,673.78	32,986.32	32,673.78	283,173.00	250,186.68	88.35%
Overtime	4030	0.00	100.00	0.00	100.00	500.00	500.00	100.00%
<b>Total Salaries</b>		<u>32,986.32</u>	<u>32,773.78</u>	<u>32,986.32</u>	<u>32,773.78</u>	<u>283,673.00</u>	<u>250,686.68</u>	<u>88.37%</u>
<b>Benefits</b>								
Social Security	4110	1,998.23	1,896.47	1,998.23	1,896.47	16,435.00	14,436.77	87.84%
Medicare	4111	467.33	477.09	467.33	477.09	4,135.00	3,667.67	88.69%
I.M.R.F.	4115	4,161.64	3,365.08	4,161.64	3,365.08	40,381.00	36,219.36	89.69%
Medical/Life Insurance	4120	3,200.54	3,348.17	3,200.54	3,348.17	40,178.00	36,977.46	92.03%
Supplemental Pensions	4135	369.20	300.00	369.20	300.00	3,600.00	3,230.80	89.74%
<b>Total Benefits</b>		<u>10,196.94</u>	<u>9,386.81</u>	<u>10,196.94</u>	<u>9,386.81</u>	<u>104,729.00</u>	<u>94,532.06</u>	<u>90.26%</u>
<b>Materials and Supplies</b>								
Boards and Commissions	4205	0.00	200.00	0.00	200.00	2,400.00	2,400.00	100.00%
Dues and Subscriptions	4213	0.00	54.17	0.00	54.17	650.00	650.00	100.00%
Liability Insurance	4219	0.00	1,916.67	0.00	1,916.67	46,568.00	46,568.00	100.00%
Maintenance - Vehicles	4229	101.00	100.00	101.00	100.00	1,200.00	1,099.00	91.58%
Printing and Forms	4235	0.00	220.08	0.00	220.08	2,641.00	2,641.00	100.00%
Supplies - Office	4253	0.00	37.50	0.00	37.50	450.00	450.00	100.00%
Training and Education	4263	0.00	0.00	0.00	0.00	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	16.67	0.00	16.67	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	166.67	0.00	166.67	2,000.00	2,000.00	100.00%
<b>Total Materials and Supplies</b>		<u>101.00</u>	<u>2,711.76</u>	<u>101.00</u>	<u>2,711.76</u>	<u>56,609.00</u>	<u>56,508.00</u>	<u>99.82%</u>
<b>Contractual</b>								
Consulting/Professional	4325	0.00	2,625.00	0.00	2,625.00	31,500.00	31,500.00	100.00%
Const/Prof Reimbursable	4328	0.00	6,033.33	0.00	6,033.33	50,400.00	50,400.00	100.00%
<b>Total Contractual</b>		<u>0.00</u>	<u>8,658.33</u>	<u>0.00</u>	<u>8,658.33</u>	<u>81,900.00</u>	<u>81,900.00</u>	<u>100.00%</u>
<b>Total Expenditures</b>		<u>43,284.26</u>	<u>53,530.68</u>	<u>43,284.26</u>	<u>53,530.68</u>	<u>526,911.00</u>	<u>483,626.74</u>	<u>91.79%</u>
<b>Total</b>		<u>(43,284.26)</u>	<u>(53,530.68)</u>	<u>(43,284.26)</u>	<u>(53,530.68)</u>	<u>(526,911.00)</u>	<u>(483,626.74)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	77,843.64	57,904.71	77,843.64	57,904.71	501,841.00	423,997.36	84.48%
Overtime	4030	9,259.16	6,250.00	9,259.16	6,250.00	75,000.00	65,740.84	87.65%
<b>Total Salaries</b>		<b>87,102.80</b>	<b>64,154.71</b>	<b>87,102.80</b>	<b>64,154.71</b>	<b>576,841.00</b>	<b>489,738.20</b>	<b>84.90%</b>
<b>Benefits</b>								
Social Security	4110	6,776.65	6,630.45	6,776.65	6,630.45	57,464.00	50,687.35	88.20%
Medicare	4111	1,584.88	1,550.64	1,584.88	1,550.64	13,439.00	11,854.12	88.20%
I.M.R.F.	4115	12,845.08	10,124.92	12,845.08	10,124.92	121,499.00	108,653.92	89.42%
Medical/Life Insurance	4120	10,969.41	13,460.67	10,969.41	13,460.67	161,528.00	150,558.59	93.20%
Supplemental Pensions	4135	230.75	208.33	230.75	208.33	2,500.00	2,269.25	90.77%
<b>Total Benefits</b>		<b>32,406.77</b>	<b>31,975.01</b>	<b>32,406.77</b>	<b>31,975.01</b>	<b>356,430.00</b>	<b>324,023.23</b>	<b>90.91%</b>
<b>Materials and Supplies</b>								
Liability Insurance	4219	46.75	1,745.33	46.75	1,745.33	63,073.00	63,026.25	99.92%
Maintenance - Building	4223	506.00	11,069.67	506.00	11,069.67	132,836.00	132,330.00	99.61%
Maintenance - Equipment	4225	746.15	1,920.83	746.15	1,920.83	23,050.00	22,303.85	96.76%
Maintenance - Vehicles	4229	0.00	2,166.67	0.00	2,166.67	26,000.00	26,000.00	100.00%
Postage/Mailings	4233	0.00	83.33	0.00	83.33	1,000.00	1,000.00	100.00%
Rent - Equipment	4243	1,594.84	1,970.83	1,594.84	1,970.83	23,650.00	22,055.16	93.25%
Supplies - Office	4253	0.00	341.67	0.00	341.67	4,100.00	4,100.00	100.00%
Supplies - Other	4257	389.32	3,480.00	389.32	3,480.00	41,760.00	41,370.68	99.06%
Small Tools & Equipment	4259	680.80	466.67	680.80	466.67	5,600.00	4,919.20	87.84%
Training and Education	4263	0.00	714.58	0.00	714.58	8,575.00	8,575.00	100.00%
Uniforms	4269	0.00	537.17	0.00	537.17	6,446.00	6,446.00	100.00%
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	258.33	0.00	258.33	3,100.00	3,100.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	6,897.92	0.00	6,897.92	82,775.00	82,775.00	100.00%
<b>Total Materials and Supplies</b>		<b>3,963.86</b>	<b>31,653.00</b>	<b>3,963.86</b>	<b>31,653.00</b>	<b>421,965.00</b>	<b>418,001.14</b>	<b>99.06%</b>
<b>Contractual</b>								
Consulting/Professional	4325	0.00	333.33	0.00	333.33	4,000.00	4,000.00	100.00%
Forestry	4350	0.00	3,942.83	0.00	3,942.83	47,314.00	47,314.00	100.00%
Street Light Oper & Maint.	4359	0.00	8,033.33	0.00	8,033.33	96,400.00	96,400.00	100.00%
Mosquito Abatement	4365	10,221.75	20,000.00	10,221.75	20,000.00	42,114.00	31,892.25	75.72%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	0.00	7,168.60	0.00	7,168.60	35,843.00	35,843.00	100.00%
Drainage Projects	4374	422.50	15,000.00	422.50	15,000.00	34,500.00	34,077.50	98.77%
Tree Trim/Removal	4375	0.00	0.00	0.00	0.00	120,800.00	120,800.00	100.00%
Total Contractual		10,644.25	54,478.09	10,644.25	54,478.09	380,971.00	370,326.75	97.21%
Capital Outlay								
Residential Concrete Program	4381	10,831.50	0.00	10,831.50	0.00	0.00	(10,831.50)	0.00%
Equipment	4815	0.00	11,250.00	0.00	11,250.00	135,000.00	135,000.00	100.00%
Total Capital Outlay		10,831.50	11,250.00	10,831.50	11,250.00	135,000.00	124,168.50	91.98%
Total Expenditures		144,949.18	193,510.81	144,949.18	193,510.81	1,871,207.00	1,726,257.82	92.25%
Total		(144,949.18)	(193,510.81)	(144,949.18)	(193,510.81)	(1,871,207.00)	(1,726,257.82)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	50,256.90	48,922.95	50,256.90	48,922.95	423,999.00	373,742.10	88.14%
Salaries - Officers	4020	347,275.88	383,269.14	347,275.88	383,269.14	3,321,666.00	2,974,390.12	89.54%
Overtime	4030	49,922.35	38,395.83	49,922.35	38,395.83	460,750.00	410,827.65	89.16%
<b>Total Salaries</b>		<b>447,455.13</b>	<b>470,587.92</b>	<b>447,455.13</b>	<b>470,587.92</b>	<b>4,206,415.00</b>	<b>3,758,959.87</b>	<b>89.36%</b>
<b>Benefits</b>								
Social Security	4110	3,204.88	2,830.34	3,204.88	2,830.34	24,529.00	21,324.12	86.93%
Medicare	4111	5,794.98	5,780.28	5,794.98	5,780.28	50,096.00	44,301.02	88.43%
I.M.R.F.	4115	7,911.38	6,178.83	7,911.38	6,178.83	74,146.00	66,234.62	89.32%
Medical/Life Insurance	4120	37,065.85	42,958.33	37,065.85	42,958.33	515,500.00	478,434.15	92.80%
Police Pension	4130	0.00	0.00	0.00	0.00	1,115,282.00	1,115,282.00	100.00%
Supplemental Pensions	4135	5,301.75	4,166.67	5,301.75	4,166.67	50,000.00	44,698.25	89.39%
<b>Total Benefits</b>		<b>59,278.84</b>	<b>61,914.45</b>	<b>59,278.84</b>	<b>61,914.45</b>	<b>1,829,553.00</b>	<b>1,770,274.16</b>	<b>96.76%</b>
<b>Materials and Supplies</b>								
Animal Control	4201	0.00	166.67	0.00	166.67	2,000.00	2,000.00	100.00%
Auxiliary Police	4203	0.00	666.67	0.00	666.67	8,000.00	8,000.00	100.00%
Boards and Commissions	4205	0.00	541.67	0.00	541.67	6,500.00	6,500.00	100.00%
Dues and Subscriptions	4213	97.97	333.33	97.97	333.33	4,000.00	3,902.03	97.55%
Investigation and Equipment	4217	70.00	4,801.25	70.00	4,801.25	57,615.00	57,545.00	99.87%
Liability Insurance	4219	0.00	5,266.67	0.00	5,266.67	219,314.00	219,314.00	100.00%
Maintenance - Equipment	4225	0.00	1,283.33	0.00	1,283.33	15,400.00	15,400.00	100.00%
Maintenance - Vehicles	4229	807.50	2,566.67	807.50	2,566.67	30,800.00	29,992.50	97.37%
Postage/Mailings	4233	0.00	350.00	0.00	350.00	4,200.00	4,200.00	100.00%
Printing and Forms	4235	0.00	333.33	0.00	333.33	4,000.00	4,000.00	100.00%
Public Relations	4239	0.00	416.67	0.00	416.67	5,000.00	5,000.00	100.00%
Rent - Equipment	4243	165,337.88	14,362.08	165,337.88	14,362.08	172,345.00	7,007.12	4.06%
Supplies - Office	4253	175.58	500.00	175.58	500.00	6,000.00	5,824.42	97.07%
Training and Education	4263	245.00	2,617.50	245.00	2,617.50	31,410.00	31,165.00	99.21%
Travel/Meetings	4265	0.00	841.67	0.00	841.67	10,100.00	10,100.00	100.00%
Telephone	4267	0.00	1,058.33	0.00	1,058.33	12,700.00	12,700.00	100.00%
Uniforms	4269	1,276.86	3,008.33	1,276.86	3,008.33	36,100.00	34,823.14	96.46%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	583.33	0.00	583.33	7,000.00	7,000.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	11,333.33	0.00	11,333.33	136,000.00	136,000.00	100.00%
Total Materials and Supplies		168,010.79	51,030.83	168,010.79	51,030.83	768,484.00	600,473.21	78.14%
Contractual								
Consulting/Professional	4325	90,406.95	30,068.58	90,406.95	30,068.58	360,623.00	270,216.05	74.93%
Dumeg/Fiat/Child Center	4337	0.00	2,056.67	0.00	2,056.67	24,680.00	24,680.00	100.00%
Total Contractual		90,406.95	32,125.25	90,406.95	32,125.25	385,303.00	294,896.05	76.54%
Capital Outlay								
Equipment	4815	2,498.00	733.33	2,498.00	733.33	8,800.00	6,302.00	71.61%
Total Capital Outlay		2,498.00	733.33	2,498.00	733.33	8,800.00	6,302.00	71.61%
Total Expenditures		767,649.71	616,391.78	767,649.71	616,391.78	7,198,555.00	6,430,905.29	89.34%
Total		(767,649.71)	(616,391.78)	(767,649.71)	(616,391.78)	(7,198,555.00)	(6,430,905.29)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	0.00	0.00	4,410.00	4,410.00	100.00%
Maintenance - Equipment	4225	0.00	1,458.33	0.00	1,458.33	17,500.00	17,500.00	100.00%
Maintenance - Grounds	4227	0.00	3,416.67	0.00	3,416.67	41,000.00	41,000.00	100.00%
Utilities (Elec, Gas, Wtr, Sewer)	4271	139.42	833.33	139.42	833.33	10,000.00	9,860.58	98.60%
Total Materials and Supplies		<u>139.42</u>	<u>5,708.33</u>	<u>139.42</u>	<u>5,708.33</u>	<u>72,910.00</u>	<u>72,770.58</u>	<u>99.81%</u>
Total Expenditures		<u>139.42</u>	<u>5,708.33</u>	<u>139.42</u>	<u>5,708.33</u>	<u>72,910.00</u>	<u>72,770.58</u>	<u>99.81%</u>
Total		(139.42)	(5,708.33)	(139.42)	(5,708.33)	(72,910.00)	(72,770.58)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	36,703.44	52,306.89	36,703.44	52,306.89	453,325.00	416,621.56	91.90%
Overtime	4030	5,570.18	4,166.67	5,570.18	4,166.67	50,000.00	44,429.82	88.85%
<b>Total Salaries</b>		<u>42,273.62</u>	<u>56,473.56</u>	<u>42,273.62</u>	<u>56,473.56</u>	<u>503,325.00</u>	<u>461,051.38</u>	<u>91.60%</u>
<b>Benefits</b>								
Social Security	4110	2,523.38	3,958.42	2,523.38	3,958.42	34,306.00	31,782.62	92.64%
Medicare	4111	590.11	925.71	590.11	925.71	8,023.00	7,432.89	92.64%
I.M.R.F.	4115	5,540.70	5,962.67	5,540.70	5,962.67	71,552.00	66,011.30	92.25%
Medical/Life Insurance	4120	5,936.11	9,215.33	5,936.11	9,215.33	110,584.00	104,647.89	94.63%
Supplemental Pensions	4135	323.05	200.00	323.05	200.00	2,400.00	2,076.95	86.53%
<b>Total Benefits</b>		<u>14,913.35</u>	<u>20,262.13</u>	<u>14,913.35</u>	<u>20,262.13</u>	<u>226,865.00</u>	<u>211,951.65</u>	<u>93.43%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	106.75	1,467.58	106.75	1,467.58	194,311.00	194,204.25	99.94%
Maintenance - Building	4223	814.00	5,230.83	814.00	5,230.83	62,770.00	61,956.00	98.70%
Maintenance - Equipment	4225	33.91	1,008.33	33.91	1,008.33	13,890.06	13,856.15	99.75%
Maintenance - Water System	4231	1,879.25	12,437.50	1,879.25	12,437.50	149,250.00	147,370.75	98.74%
Postage/Mailings	4233	0.00	83.33	0.00	83.33	1,000.00	1,000.00	100.00%
Quality Control	4241	373.18	1,365.83	373.18	1,365.83	16,390.00	16,016.82	97.72%
Service Charge	4251	20,833.34	20,833.34	20,833.34	20,833.34	250,000.00	229,166.66	91.66%
Supplies - Office	4253	0.00	453.25	0.00	453.25	5,439.00	5,439.00	100.00%
Supplies - Operation	4255	0.00	1,492.41	0.00	1,492.41	16,118.94	16,118.94	100.00%
Training and Education	4263	15.00	258.33	15.00	258.33	3,100.00	3,085.00	99.51%
Telephone	4267	0.00	4,068.75	0.00	4,068.75	48,825.00	48,825.00	100.00%
Uniforms	4269	0.00	1,881.25	0.00	1,881.25	22,575.00	22,575.00	100.00%
<b>Total Materials and Supplies</b>		<u>24,055.43</u>	<u>50,580.73</u>	<u>24,055.43</u>	<u>50,580.73</u>	<u>783,669.00</u>	<u>759,613.57</u>	<u>96.93%</u>
<b>Contractual</b>								
Audit	4320	0.00	0.00	0.00	0.00	10,000.00	10,000.00	100.00%
Consulting/Professional	4325	0.00	1,083.33	0.00	1,083.33	13,000.00	13,000.00	100.00%
Leak Detection	4326	0.00	1,675.00	0.00	1,675.00	20,100.00	20,100.00	100.00%
Data Processing	4336	0.00	12,694.00	0.00	12,694.00	152,328.00	152,328.00	100.00%
DuPage Water Commission	4340	0.00	329,276.75	0.00	329,276.75	3,951,321.00	3,951,321.00	100.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 5/1/2013 Through 5/31/2013**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Contractual	0.00	344,729.08	0.00	344,729.08	4,146,749.00	4,146,749.00	100.00%
Capital Outlay							
Equipment	4815 0.00	6,000.00	0.00	6,000.00	72,000.00	72,000.00	100.00%
Water Meter Purchases	4880 0.00	2,083.33	0.00	2,083.33	25,000.00	25,000.00	100.00%
Total Capital Outlay	0.00	8,083.33	0.00	8,083.33	97,000.00	97,000.00	100.00%
Debt Service							
Debt Retire-Water Refunding	4950 7,753.13	0.00	7,753.13	0.00	308,896.00	301,142.87	97.49%
Total Debt Service	7,753.13	0.00	7,753.13	0.00	308,896.00	301,142.87	97.49%
Total Expenditures	88,995.53	480,128.83	88,995.53	480,128.83	6,066,504.00	5,977,508.47	98.53%
Total	(88,995.53)	(480,128.83)	(88,995.53)	(480,128.83)	(6,066,504.00)	(5,977,508.47)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	25,000.00	25,000.00	300,000.00	275,000.00	91.66%
Total Salaries		25,000.00	25,000.00	25,000.00	25,000.00	300,000.00	275,000.00	91.67%
Materials and Supplies								
Road Material	4245	0.00	2,951.25	0.00	2,951.25	35,415.00	35,415.00	100.00%
Salt	4249	0.00	14,166.67	0.00	14,166.67	170,000.00	170,000.00	100.00%
Supplies - Other	4257	923.23	1,250.00	923.23	1,250.00	15,000.00	14,076.77	93.84%
Pavement Striping	4261	0.00	0.00	0.00	0.00	8,500.00	8,500.00	100.00%
Total Materials and Supplies		923.23	18,367.92	923.23	18,367.92	228,915.00	227,991.77	99.60%
Contractual								
Consulting/Professional	4325	0.00	0.00	0.00	0.00	50,000.00	50,000.00	100.00%
Total Contractual		0.00	0.00	0.00	0.00	50,000.00	50,000.00	100.00%
Total Expenditures		25,923.23	43,367.92	25,923.23	43,367.92	578,915.00	552,991.77	95.52%
Total		(25,923.23)	(43,367.92)	(25,923.23)	(43,367.92)	(578,915.00)	(552,991.77)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 5/1/2013 Through 5/31/2013**

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

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Capital Improv-Infrastructure	4390	0.00	0.00	0.00	0.00	10,000.00	10,000.00	100.00%
Hydrant Painting	4391	0.00	0.00	0.00	0.00	41,000.00	41,000.00	100.00%
Capital Improvements	4810	0.00	0.00	0.00	0.00	70,000.00	70,000.00	100.00%
Total Capital Outlay		0.00	0.00	0.00	0.00	121,000.00	121,000.00	100.00%
Total Expenditures		0.00	0.00	0.00	0.00	121,000.00	121,000.00	100.00%
Total		0.00	0.00	0.00	0.00	(121,000.00)	(121,000.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 5/1/2013 Through 5/31/2013**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	0.00	0.00	0.00	45,500.00	45,500.00	100.00%
Total Contractual		0.00	0.00	0.00	0.00	45,500.00	45,500.00	100.00%
Capital Outlay								
Ditch Projects	4376	27,570.07	200,000.00	27,570.07	200,000.00	808,000.00	780,429.93	96.58%
Sidewalk Replacement Program	4380	0.00	40,000.00	0.00	40,000.00	71,800.00	71,800.00	100.00%
Crack Seal Program	4382	0.00	0.00	0.00	0.00	101,250.00	101,250.00	100.00%
Curb & Gutter Replacement Prog	4383	153,942.00	160,000.00	153,942.00	160,000.00	351,075.00	197,133.00	56.15%
Equipment	4815	0.00	100,000.00	0.00	100,000.00	210,000.00	210,000.00	100.00%
Street Reconstruction/Rehab	4855	67,425.00	70,000.00	67,425.00	70,000.00	1,427,405.00	1,359,980.00	95.27%
Total Capital Outlay		248,937.07	570,000.00	248,937.07	570,000.00	2,969,530.00	2,720,592.93	91.62%
Debt Service								
Debt Retire	4905	428.00	0.00	428.00	0.00	202,194.00	201,766.00	99.78%
Total Debt Service		428.00	0.00	428.00	0.00	202,194.00	201,766.00	99.79%
Total Expenditures		249,365.07	570,000.00	249,365.07	570,000.00	3,217,224.00	2,967,858.93	92.25%
Total		(249,365.07)	(570,000.00)	(249,365.07)	(570,000.00)	(3,217,224.00)	(2,967,858.93)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 5/1/2013 Through 5/31/2013**

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

**CITY OF DARIEN -- CASH RESERVES**  
**May 31, 2013**

FUND	FUND NAME	TOTAL
01	General Fund	\$ 45,553.89
02	Water Fund	\$ 583,780.41
03	MFT Fund	\$ 290,356.68
05	Impact Fees Fund	\$ 13,228.79
10	Special Service Area Tax Fund	\$ 8,939.14
11	Drug Forfeiture Fund	\$ 5,258.90
12	Water Depreciation Fund	\$ 763,366.78
15	D.A.D.C. Fund	\$ 313,382.36
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 10,436.60
25	Capital Improvement Fund	\$ 6,548,367.63
35	Debt Service Fund	\$ (78,970.72)
	<b>TOTAL</b>	<b>\$ 8,503,726.33</b>

*Prior Month Cash Balance*                      **\$ 8,788,243.58**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.00%	\$ 11,950.82
Republic Bank Now Account - 1.00%	\$ 8,509,725.95
Republic Bank Operating Account	\$ 39,326.82
Republic Bank Payroll Account - Zero Balance Acct	\$ (110,032.34)
Illinois Funds Money Market Account - .022%	\$ 369.21
IMET Investment Fund - .33%	\$ 52,220.00
	<b><u>\$ 8,503,560.46</u></b>

Market Value  
**\$ 9,074,311**

Wells Fargo Collateral Statement

**AGENDA MEMO**  
**City Council**  
**July 15, 2013**

**ISSUE STATEMENT**

Approval of the following resolutions as they relate to the Fence Project for the Municipal Complex located at 1702-1710 Plainfield Rd not to exceed a total cost of \$42,820.00:

- A **resolution** authorizing the Mayor to execute a contract with Classic Fence, Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence
  
- A **resolution** authorizing the Mayor to approve an expenditure for landscape restoration; tree trimming or removal; and survey staking in an amount not to exceed \$5,000.00

**BACKGROUND/HISTORY**

The proposed fence replaces a deteriorated wooden privacy fence around the perimeter of the Municipal Complex. The proposed 6-foot high board-on-board fence includes approximately 1,200 lineal feet of fencing and two dumpster enclosures with gates. The contract specifications include the fencing material, installation, and a fence warranty consisting of a limited lifetime guarantee against rot and decay.

The project will further entail additional expenditures for expense for surveyor staking, tree trimming, and landscape restoration. The tree trimming would be completed by Homer Tree Service at the established contract prices and landscape restoration would be completed by staff. The proposed would not exceed \$5,000.

**Attachment A** summarizes the bid results of the sealed bid opening conducted on May 31, 2013.

The proposed expenditure would be expended from the following account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>BUDGET</b>	<b>PROPOSED FENCE CONTRACT EXPENDITURE</b>	<b>LANDSCAPE RESTORATION TREE TRIMMING REMOVALS- PROPOSED COST</b>	<b>PROPOSED BALANCE</b>
01-30-4223	Fence-City Hall	\$52,000.00	\$ 37,820.00	\$ 5,000.00	\$ 9,180.00

References have been verified with favorable comments.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the resolutions for a total amount not to exceed \$42,820.00.

**ALTERNATE DECISION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the July 15, 2013 City Council agenda for formal consideration.



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CLASSIC FENCE INC. IN AN AMOUNT NOT TO EXCEED \$37,820.00 FOR THE PURCHASE AND INSTALLATION OF A 6-FOOT HIGH BOARD-ON-BOARD WOOD FENCE**

**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 with Classic Fence Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence, 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 15<sup>th</sup> day of July, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**VENDOR INFORMATION**

The Contract shall begin on July 17, 2013 and be in effect until August 24, 2014.

**TO BE COMPLETED BY VENDOR**

COMPANY NAME: Classic Fence, Inc.

CONTACT PERSON: Tamera Podschweit


ADDRESS: 1822 Rt 30

CITY, STATE, ZIP CODE: Oswego IL 60543

TELEPHONE NUMBER: Office 630-551-3400 Mobile 630-464-4176

FACSIMILE NUMBER: 630-551-3412

E-MAIL ADDRESS: Classicfencemail@yahoo.com

AUTHORIZED SIGNATURE: 

## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and Classic Fence (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

#### **Unit Pricing for the 2013 City of Darien Fence Replacement Project**

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

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

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

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

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

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

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

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

Print Name: Jamera Podschwot

Title: Mayor

Title: Sales \_\_\_\_\_

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

Date: 5-22-2013 \_\_\_\_\_

## Summary Schedule of Cost for:

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Friday, May 31, 2013 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost of Items 1 and 2. Items 5 and 6 are Optional and will be reviewed pending funding. The costs are for the removal of the existing fence/enclosures and replaced with a Board on Board Copperwood 6-foot high fence as described within the specifications. The City has the right to remove Option 1 if funding is not available.**

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	REMOVAL OF EXISTING FENCE	1	LUMP SUM	1 X Unit Cost	\$ 3,300.00	\$ 3,300.00
2.	MATERIAL AND INSTALLATION OF BOARD ON BORAD COPPERWOOD FENCE	1200	LINEAL FOOT	1200 X Unit Cost	\$ 23.40	\$ 28,080.00
3.	TOTAL COST ADD ITEM 1 AND 2					\$ 31,380.00
4.	OPTION 1					
5.	REMOVAL OF EXISTING DUMPSTER ENCLOSURE FENCE	2	EACH	2 X Unit Cost	\$ 250.00	\$ 500.00
6.	MATERIAL AND INSTALLATION OF BOARD ON BOARD COPPERWOOD FENCE	2	EACH	2 X Unit Cost	\$ 2,970.00	\$ 5,940.00
7.	OPTION TOTAL COST ADD ITEM 5 AND 6					\$ 6,440.00
8.	TOTAL PROJECT COST ADD LINE 3 AND 7					\$ 37,820.00

Company Name: Classic Fence

END OF SPECIFICATION

Firm Name: Classic Fence, Inc.

Signature of Authorized Representative: 

Title: President Date: 5-22-2013

**ACCEPTANCE:** This proposal is valid for 90 calendar days from the date of submittal.

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

**Attachment A**

SEALED BID: 2013 Fence Replacement Project - Municipal Complex

OPENING DATE/TIME: Friday, May 31, 2013 @ 10:30 a.m.

		Built Best Fence Company		Built Best Fence Company		Classic Fence		Action Fence Contractors Inc		
		Submitted		Corrected						
ITEM	DESCRIPTION									
1	Removal of Existing Fence	1	\$ 10,815.00	\$ 10,815.00	\$ 10,815.00	\$ 10,815.00	\$ 3,300.00	\$ 3,300.00	\$ 7,000.00	\$ 7,000.00
2	Material & Installation	1200	\$ 27.55	\$ 33,070.00	\$ 27.55	\$ 33,060.00	\$ 23.40	\$ 28,080.00	\$ 27.20	\$ 32,640.00
3	<b>Total Items 1 &amp; 2</b>			\$ 43,885.00		\$ 43,875.00		\$ 31,380.00		\$ 39,640.00
4	Option 1									
5	Removal of Dumpster Fenc	2	\$ 902.00	\$ 1,804.00	\$ 902.00	\$ 1,804.00	\$ 250.00	\$ 500.00	\$ 310.00	\$ 620.00
6	Material & Installation	2	\$ 3,700.00	\$ 7,400.00	\$ 3,700.00	\$ 7,400.00	\$ 2,970.00	\$ 5,940.00	\$ 3,900.00	\$ 7,800.00
7	<b>Total Items 5 &amp; 6</b>			\$ 9,204.00		\$ 9,204.00		\$ 6,440.00		\$ 8,420.00
8	<b>Total Line 3 &amp; 7</b>			\$ 53,089.00		\$ 53,079.00		\$ 37,820.00		\$ 48,060.00

		Driven Fence Inc.		Driven Fence Inc.		Peerless Fence		Fence Connection		
		Submitted		Corrected						
ITEM	DESCRIPTION									
1	Removal of Existing Fence	1	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$ 1,980.00	\$ 4,643.00	\$ 4,643.00	\$ 3,150.00	\$ 3,150.00
2	Material & Installation	1200	\$ 28.86	\$ 34,560.00	\$ 28.86	\$ 34,632.00	\$ 32.00	\$ 38,400.00	\$ 25.99	\$ 31,188.00
3	<b>Total Items 1 &amp; 2</b>			\$ 36,540.00		\$ 36,612.00		\$ 43,043.00		\$ 34,338.00
4	Option 1									
5	Removal of Dumpster Fenc	2	\$ 439.00	\$ 878.00	\$ 439.00	\$ 878.00	\$ 25.00	\$ 50.00	\$ 150.00	\$ 300.00
6	Material & Installation	2	\$ 3,200.00	\$ 6,400.00	\$ 3,200.00	\$ 6,400.00	\$ 3,250.00	\$ 6,500.00	\$ 2,500.00	\$ 5,000.00
7	<b>Total Items 5 &amp; 6</b>			\$ 7,278.00		\$ 7,278.00		\$ 6,550.00		\$ 5,300.00
8	<b>Total Line 3 &amp; 7</b>			\$ 43,818.00		\$ 43,890.00		\$ 49,593.00		\$ 39,638.00

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

**Attachment A**

SEALED BID: 2013 Fence Replacement Project - Municipal Complex

OPENING DATE/TIME: Friday, May 31, 2013 @ 10:30 a.m.

		Custom Built		Custom Built		Custom Built	
		Commercial Fence		Commercial Fence		Commercial Fence	
				Cedar Fence Picket		Cedar Fence Picket	
				Galvanized Steel Post		PTP Posts	
ITEM	DESCRIPTION						
1	Removal of Existing Fence	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
2	Material & Installation	1200	\$ 28.64	\$ 34,368.00	\$ -	\$ 36,278.00	\$ 36,278.00
3	<b>Total Items 1 &amp; 2</b>			\$ 37,368.00		\$ 39,278.00	\$ 39,278.00
4	Option 1						
5	Removal of Dumpster Fenc	2	\$ 425.00	\$ 850.00	\$ -	\$ -	\$ -
6	Material & Installation	2	\$ 3,800.00	\$ 7,600.00	\$ -	\$ -	\$ -
7	<b>Total Items 5 &amp; 6</b>			\$ 8,450.00		\$ -	\$ -
8	<b>Total Line 3 &amp; 7</b>			\$ 45,818.00		\$ 39,278.00	\$ 39,278.00

		Northern IL Fence		Northern IL Fence			
		Submitted		Corrected			
ITEM	DESCRIPTION						
1	Removal of Existing Fence	1	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ -
2	Material & Installation	1200	\$ 23.44	\$ 28,130.00	\$ 23.44	\$ 28,128.00	\$ -
3	<b>Total Items 1 &amp; 2</b>			\$ 33,590.00		\$ 33,588.00	\$ -
4	Option 1						
5	Removal of Dumpster Fenc	2	\$ 455.00	\$ 910.00	\$ 455.00	\$ 910.00	\$ -
6	Material & Installation	2	\$ 2,600.00	\$ 5,200.00	\$ 2,600.00	\$ 5,200.00	\$ -
7	<b>Total Items 5 &amp; 6</b>			\$ 6,110.00		\$ 6,110.00	\$ -
8	<b>Total Line 3 &amp; 7</b>			\$ 39,700.00		\$ 39,698.00	\$ -



**AGENDA MEMO**

**City Council**

**July 15, 2013**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00.

**RESOLUTION**      **BACKUP**

**BACKGROUND**

The FY13-14 Budget includes funding for the sandblasting, priming and painting of 480 of the 1,430 fire hydrants the City owns and operates. This program is considered Phase 1, Year 1 of a 3 year program. Phases 2 and 3 will be considered for funding in FY14 and FY15 respectively.

Staff had sent out 8 invitations to bid and received 2 bids. [Attachment A](#) is a bid tally from the bid opening held on June 11, 2013. The contract also called out for an optional extension for the sandblasting, priming and painting of 480 fire hydrants in 2014, Phase 2 and the remaining 470 fire hydrants in 2015, Phase 3. The contract options are contingent on funding and the vendor's performance.

The proposed expenditure would be from the following account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 13/14 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
12-51-4818	FIRE HYDRANT PAINTING	\$41,000	\$35,520	\$5,480.00

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the proposed contract with DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00. References for DMD have been verified with positive responses.

**ALTERNATE CONSIDERATION**

As recommended by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the July 15, 2013 City Council agenda for formal approval.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND DMD CONSTRUCTION INC. FOR THE 2013 FIRE HYDRANT PAINTING PHASE 1 IN AN AMOUNT NOT TO EXCEED \$35,520.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount of \$35,520.00, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July, 2013.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CITY OF DARIEN

## CONTRACT

This Contract is made this 15 day of July, 2013 by and between the City of Darien (hereinafter referred to as the "CITY") and DMD Consultants Inc (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

**Unit Pricing for the 2013 City of Darien Fire Hydrant Painting-Phase 1 Project**

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

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

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

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

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

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

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

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

Print Name: Kathleen Moesle Weaver

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

Title: Mayor

Title: \_\_\_\_\_

Date: July 15, 2013

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

**SECTION III**

**BIDDER SUMMARY SHEET**

**2013 City of Darien Fire Hydrant Painting**

Firm Name: DMD Consultants Inc

Address: 4850 Pates Hill Rd

City, State, Zip Code: Mosheim, TN 37818

Contact Person: DAVID DURRUA

FEIN #: 65-1011844

Phone: (501) 624-3333

Fax: (480) 287-9283

Mobile: (561) 441-7444

E-mail Address: dmd@dmdconsultants.net

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## Summary Schedule of Cost for Phase 1-2013:

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Tuesday, June 11, 2013 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost of Items 1 and 2.**

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	40. <sup>00</sup>	19,200. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	480	EACH	34. <sup>00</sup>	16,320. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			74. <sup>00</sup>	35,520

Company Name: DMD Consultants Inc

## Summary Schedule of Cost for Phase 2-2014: Contract Extension 1

**Phase II** is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2014**.

The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	41	19,680. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	480	EACH	35	16,800. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			76 <sup>00</sup>	36,480. <sup>00</sup>

Company Name: DMD Consultants Inc



**Summary Schedule of Cost for Phase 3-2015:  
Contract Extension 2**

Phase III is an option for a contract extension and will be awarded pending budget consideration and vendor performance in May 2015.

The contract shall be awarded on a Total Cost of Items 1 and 2.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	470	EACH	42. <sup>00</sup>	19,740. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	470	EACH	36. <sup>00</sup>	16,920. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			78. <sup>00</sup>	36,660. <sup>00</sup>

Company Name: DMD Consultants Inc

END OF SPECIFICATION

Firm Name: DMD Consultants Inc

Signature of Authorized Representative: [Signature]

Title: Director Date: 6/10/13

**ACCEPTANCE:** This proposal is valid for 60 calendar days from the date of submittal.

## Ashley Prueter

---

**From:** DMD Consultants Inc [dmdconsultantsinc@gmail.com]  
**Sent:** Tuesday, June 11, 2013 12:49 PM  
**To:** Ashley Prueter  
**Subject:** Re: City of Darien

We provided for you our most current painting references: Bryant, Arkansas, Nashville, TN and Cocoa Beach, FL. We have not painted in IL yet, however we are the service contractor for Clow Valve Co. Waterous, and American Flow Control and in the course of our business with them have worked extensively in the Chicagoland and upper Illinois area making fire hydrant recall repairs numbering in the 5,000 range. We are also planning to bid a painting project for the Village of Gurnee later this month.

Our specialty is fire hydrant maintenance of every sort. I will be in Schaumburg from Thursday-Monday of this week. Thank you,  
David Durrua  
DMD Consultants Inc  
561-441-7405

Sent from my iPhone

On Jun 11, 2013, at 12:03 PM, Ashley Prueter <[aprueter@darienil.gov](mailto:aprueter@darienil.gov)> wrote:

David:

Attached is the bid result for the Fire Hydrant painting project. Do you have any clients in Illinois you could provide as a reference?

Ashley Prueter  
City of Darien  
(630) 353-8105

<Bid Results form - Fire Hydrant painting.pdf>

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

**Attachment A**

QUOTE REQUEST: 2013 Fire Hydrant Painting  
OPENING DATE/TIME: June 11, 2013 @ 10:30 a.m.  
**\*Bid Awarded on 2013 Pricing**

				Option 1		Option 2	
		<b>Muscat Painting &amp; Decorating</b>		Muscat Painting & Decorating		Muscat Painting & Decorating	
		<b>2013</b>		2014		2015	
ITEM	DESCRIPTION						
1	Sandblasting & Prep Work	480	\$ 37.34	\$ 17,923.20	\$ 35.47	\$ 17,025.60	
2	Painting of Hydrants	480	\$ 39.43	\$ 18,926.40	\$ 37.40	\$ 17,952.00	
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 33.61
2	Painting of Hydrants	470					\$ 35.49
Total for Year			* \$ 36,849.60		\$ 34,977.60		\$ 32,477.00

				Option 1		Option 2	
		<b>DMD Construction</b>		DMD Construction		DMD Construction	
		<b>2013</b>		2014		2015	
ITEM	DESCRIPTION						
1	Sandblasting & Prep Work	480	\$ 40.00	\$ 19,200.00	\$ 41.00	\$ 19,680.00	
2	Painting of Hydrants	480	\$ 34.00	\$ 16,320.00	\$ 35.00	\$ 16,800.00	
1	Sandblasting & Prep Work	470		\$ -		\$ -	\$ 42.00
2	Painting of Hydrants	470					\$ 36.00
Total for Year			* \$ 35,520.00		\$ 36,480.00		\$ 36,660.00

**AGENDA MEMO**

**City Council**

**July 15, 2013**

**Issue Statement**

Approval of a Resolution accepting a Drainage Utility Easement from the following properties:

10-foot Rear Yard Easement 1010 69<sup>th</sup> Street PIN 09-22-301-014

10-foot Rear Yard Easement 1014 69<sup>th</sup> Street PIN 09-22-301-013

10-foot Rear Yard Easement 1018 69<sup>th</sup> Street PIN 09-22-301-012

5-foot Rear Yard Easement 1022 69<sup>th</sup> Street PIN 09-22-301-011

5-foot Rear Yard Easement 1026 69<sup>th</sup> Street PIN 09-22-301-010

**RESOLUTION**

**Background/History**

The resident at 1010 69<sup>th</sup> Street has agreed to participate in a rear yard drainage project with the City. The staff had originally invited 4 additional downstream residents to participate and all had opted not to participate with the exception of the resident with the severe rear yard drainage concern. The scope of work includes installing an under drain pipe through the rear easement of the participating and non-participating properties and connect to a storm sewer structure as depicted in [Attachment A](#). The cost of the project has been estimated at \$10,000 of which the resident at 1010 69<sup>th</sup> Street has deposited \$5,000 with the City. The remaining not to exceed \$5,000 would come from the Rear Yard Drainage line item.

The abovementioned properties currently have a five foot rear yard easement that is heavily wooded and the existing grade would not allow us to construct the improvement. Staff has reached out to the residents for an additional easement to be dedicated only to the City of Darien for a storm water under drain system for the City to own and maintain. The following residents have agreed to dedicate the following additional easement:

10-foot Rear Yard Easement 1010 69<sup>th</sup> Street PIN 09-22-301-014

10-foot Rear Yard Easement 1014 69<sup>th</sup> Street PIN 09-22-301-013

10-foot Rear Yard Easement 1018 69<sup>th</sup> Street PIN 09-22-301-012

5-foot Rear Yard Easement 1022 69<sup>th</sup> Street PIN 09-22-301-011

5-foot Rear Yard Easement 1026 69<sup>th</sup> Street PIN 09-22-301-010

Attached and labeled as [Exhibit A](#) is the Plat of Grant of Easement. The plat requires City Council approval and will be recorded by DuPage County.

**Committee Recommendation**

The Municipal Services Committee recommends acceptance of a Drainage Utility Easement from the properties listed above.

**Alternate Consideration**

Not approving the motion at this time.

**Decision Mode**

This item will be on the July 15, 2013 City Council agenda for formal consideration.

**A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE  
INSTALLATION AND MAINTENANCE OF A STORM SEWER AT 1010, 1014, 1018, 1022 AND  
1026 69<sup>TH</sup> STREET**

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

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

**WHEREAS**, the City will require a 10-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 1010, 1014 and 1018 69<sup>th</sup> Street; and

**WHEREAS**, the owners have offered to grant the City easements for providing storm water conveyance; and

**WHEREAS**, the 10 foot easement will be located 5-foot south of the north lot line of 1010, 1014 and 1018 69<sup>th</sup> Street and as further described as:

10 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 461, 462 AND 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

1010 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-301-014

1014 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-301-013

1018 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-301-012

**WHEREAS**, the City will require a 5-foot permanent drainage easement for the City to install and maintain a storm sewer line serving the properties at 1022 and 1026 69<sup>th</sup> Street; and

**WHEREAS**, the owners have offered to grant the City easements for providing storm water conveyance; and

**WHEREAS**, the 5 foot easement will be located 5-foot south of the north lot line of 1022 and 1026 69<sup>th</sup> Street and as further describer as:

5 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 460 AND 459, ALL IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE

THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

1022 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-301-011

1016 69<sup>th</sup> Street: PROPERTY IDENTIFICATION NO: 09-22-301-010

**WHEREAS**, a proposed plat of easement is attached hereto as [Exhibit A](#) and made a part hereof; and

**WHEREAS**, the City has determined that it is in its best interest to permanently utilize the property as described above for a drainage easement as granted by property owners of 1010, 1014, 1018, 1022 and 1026 69<sup>th</sup> Street to the City;

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

**SECTION 1: Authorization.** The Mayor is hereby authorized and directed to execute a permanent drainage easement attached hereto as "[Exhibit A](#)" and made a part hereof. The City Council approves of and accepts this easement.

**SECTION 2: Recordation.** The City Clerk is hereby directed to record a certified copy of the Deed Restriction/Covenant with the Office of the DuPage Recorder of Deeds.

**SECTION 3: Effective Date.** This Resolution shall be in full force and effect immediately upon its passage.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

ATTEST:

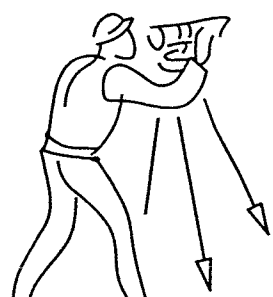
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY





RUSSELL W. SCHOMIG, PLS  
WILLIAM K. SCHOMIG

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

909 EAST 31st STREET  
LA GRANGE PARK, ILLINOIS 60526  
E-MAIL: SCHOMIG-SURVEY@SBCGLOBAL.NET  
WEB: WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

# SCHOMIG LAND SURVEYORS, LTD.

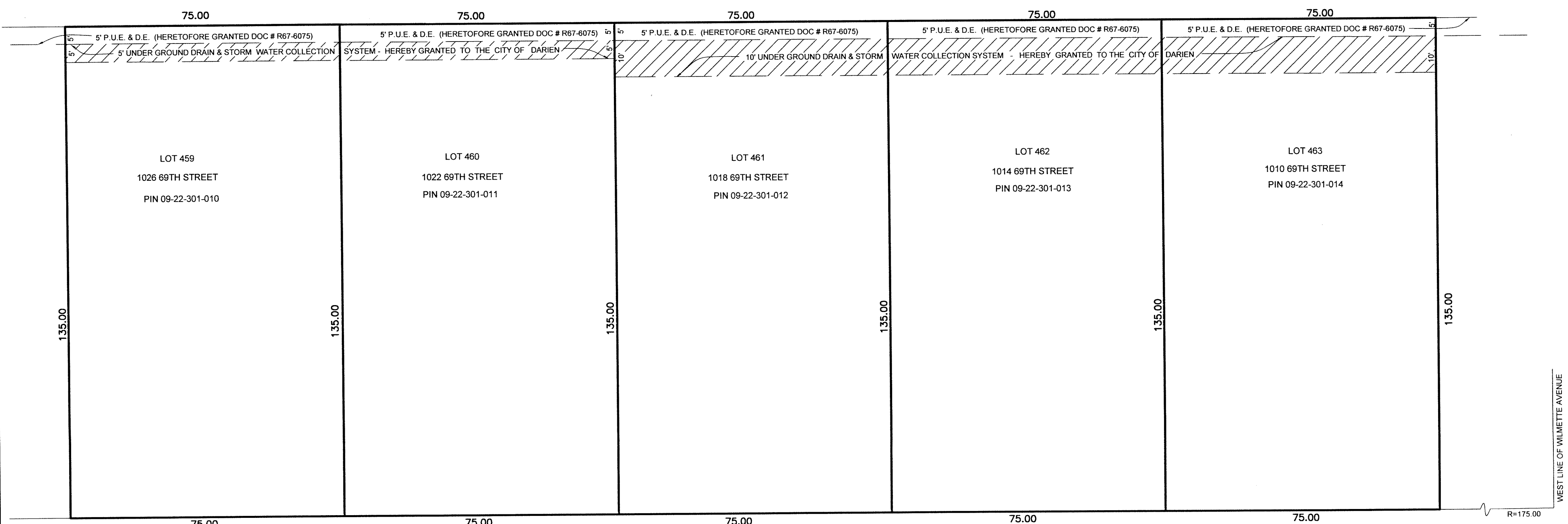
## PLAT OF GRANT OF EASEMENT

10 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 461, 462 AND 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

AND

5 FOOT UNDER GROUND DRAIN AND STORM WATER COLLECTION SYSTEM EASEMENT, LYING 5 FEET SOUTH OF THE NORTH LINE OF LOTS 460 AND 459, ALL IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R1967-6075, IN DU PAGE COUNTY, ILLINOIS.

EASEMENT NOTES: 1: THE CITY OF DARIEN WILL OWN AND MAINTAIN SAID DRAINAGE SYSTEM.  
2: NO RESTRICTIONS FOR PLANTINGS OR SHEDS.



OWNERS CERTIFICATE - LOT 459  
1026 69TH STREET, DARIEN

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, COLLEEN F. LANE, DO HEREBY CERTIFY THAT I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:  
LOT 459 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R67-6075, IN DU PAGE COUNTY, ILLINOIS  
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM  
DESCRIBED AS FOLLOWS: THE SOUTH 5 FEET OF THE NORTH 10 FEET OF THE AFORESAID LOT 459, AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

OWNERS NOTARY - LOT 459

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT COLLEEN F. LANE IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE IS THE OWNER, OF THE PROPERTY DESCRIBED AND THAT SUCH OWNER, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ NOTARY PUBLIC

OWNERS CERTIFICATE - LOT 460  
1022 69TH STREET, DARIEN

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
WE, GARY SWADA AND KIMBERLY SWADA HIS WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AS:  
LOT 460 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R67-6075, IN DU PAGE COUNTY, ILLINOIS  
AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM  
DESCRIBED AS FOLLOWS: THE SOUTH 5 FEET OF THE NORTH 10 FEET OF THE AFORESAID LOT 460, AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

OWNERS NOTARY - LOT 460

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT GARY SWADA AND KIMBERLY SWADA, HIS WIFE, ARE BOTH PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AND THAT SUCH OWNERS, THEY HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ NOTARY PUBLIC

OWNERS CERTIFICATE - LOT 461  
1018 69TH STREET, DARIEN

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, BRIAN W. SHERRY, DO HEREBY CERTIFY THAT I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:  
LOT 461 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R67-6075, IN DU PAGE COUNTY, ILLINOIS  
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM  
DESCRIBED AS FOLLOWS: THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 461, AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

OWNERS NOTARY - LOT 461

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT BRIAN W. SHERRY IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE IS THE OWNER, OF THE PROPERTY DESCRIBED AND THAT SUCH OWNER, HE HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ NOTARY PUBLIC

OWNERS CERTIFICATE - LOT 462  
1014 69TH STREET, DARIEN

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
WE, JOHN BOJKA AND LINDA BOJKA, HIS WIFE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AS:  
LOT 462 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R67-6075, IN DU PAGE COUNTY, ILLINOIS  
AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM  
DESCRIBED AS FOLLOWS: THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 462, AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

OWNERS NOTARY - LOT 462

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOHN BOJKA AND LINDA BOJKA, HIS WIFE, ARE BOTH PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY ARE THE OWNERS, AS JOINT TENANTS, OF THE PROPERTY DESCRIBED AND THAT SUCH OWNERS, THEY HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ NOTARY PUBLIC

OWNERS CERTIFICATE - LOT 463  
1010 69TH STREET, DARIEN

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, JON COLBY SWANSON, DO HEREBY CERTIFY THAT I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:  
LOT 463 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT NUMBER R67-6075, IN DU PAGE COUNTY, ILLINOIS  
AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR AN UNDER GROUND DRAIN & STORM WATER COLLECTION SYSTEM  
DESCRIBED AS FOLLOWS: THE SOUTH 10 FEET OF THE NORTH 15 FEET OF THE AFORESAID LOT 463, AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
OWNER: \_\_\_\_\_  
OWNER: \_\_\_\_\_

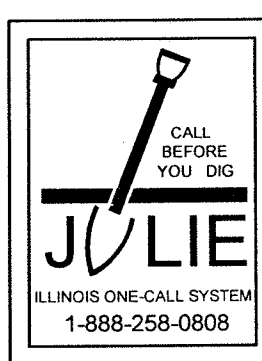
OWNERS NOTARY - LOT 463

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JON COLBY SWANSON IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE IS THE OWNER, OF THE PROPERTY DESCRIBED AND THAT SUCH OWNER, HE HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO BE PREPARED AS THEIR OWN FREE VOLUNTARY ACT AND DEED FOR THE PURPOSES AFORESAID.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ NOTARY PUBLIC

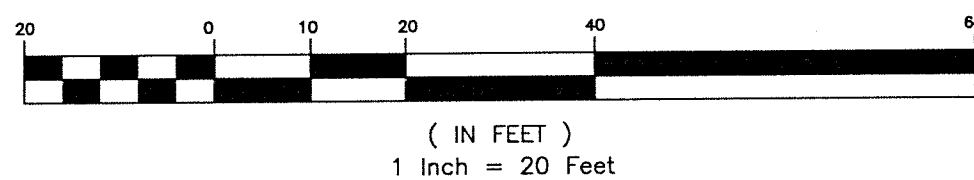
CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS ) ss.  
COUNTY OF DU PAGE )  
HEREBY ACCEPTED BY THE CITY OF DARIEN MEETING.  
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2013.  
BY: \_\_\_\_\_ CITY CLERK

LEGEND  
P.U.E. = PUBLIC UTILITY EASEMENT  
D.E. = DRAINAGE EASEMENT



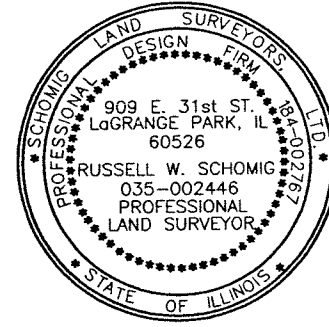
GRAPHIC SCALE



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.  
IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY, UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.  
DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT, ALL RIGHTS RESERVED.

PLAT PREPARED: JUNE 13TH, 2013.  
ORDERED BY: CITY OF DARIEN  
PLAT NUMBER: 131133 & ROLL 107-52

STATE OF ILLINOIS ) ss.  
COUNTY OF COOK )  
WE, SCHOMIG LAND SURVEYORS, LTD., AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.  
ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.  
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
BY: *Russell W. Schomig*  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446  
LICENSE EXPIRATION 11-30-2014





**AGENDA MEMO  
CITY COUNCIL  
July 15, 2013**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

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

1. Xerox Phaser 6360 Color printer with 4 color cartridges

**STAFF/COMMITTEE RECOMMENDATION**

At their June 17, 2013, meeting, the Police Committee unanimously approved of the listed item above to be declared surplus property and be auctioned using Public Surplus or be disposed of.

**ALTERNATE CONSIDERATION**

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

**DECISION MODE**

This item will be placed on the July 15, 2013, City Council Agenda for formal approval.

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

---

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

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

---

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

**THIS 15<sup>th</sup> DAY OF JULY, 2013**

---

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

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

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

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

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

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

1. Xerox Phaser 6360 Color printer with 4 color cartridges

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,**

**ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

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

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

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

**ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO  
CITY COUNCIL  
July 15, 2013**

**ISSUE STATEMENT**

Motion approving the annual dues payment for participation with the DuPage Metropolitan Enforcement Group (DUMEG) in the amount of \$17,680.

**BACKUP**

**BACKGROUND/HISTORY**

The police department participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within DuPage County. The Darien Police Department does not supply a staff member to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680. This amount is included in line item 01-40-4337 of the FYE 4-30-14 Police Department budget.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the annual dues payment to DUMEG. The Police Committee is discussing this at its July 15, 2013, meeting.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not participate in the county-wide drug enforcement task force.

**DECISION MODE**

This item will be placed on the July 15, 2013, City Council Agenda for formal approval



# DU PAGE METROPOLITAN

Narcotics and Dangerous Drugs

## ENFORCEMENT GROUP

March 12, 2013

Chief Ernest Brown  
Darien Police Department  
1710 Plainfield Road  
Darien, IL 60561

Dear Chief Brown:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY2014 to DuPage MEG is \$17,680.00.

This figure is based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board.

Please send your contribution directly to DUMEG by July 15, 2013 so that proper budgeting for FY14 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Bradley Bloom".

Chief Bradley Bloom  
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162

630 - 325 - 4784

FAX: 630 - 325 - 4762



# AGENDA MEMO

City Council

July 15, 2013

## ISSUE STATEMENT

Approval of a resolution authorizing contract with Andy Frain Services for District 61 Crossing Guard Services for the 13/14 school year in the amount of \$20,590.

## RESOLUTION      BACKUP

## BACKGROUND/HISTORY

Currently the city employs (3) part-time school crossing employees to staff (2) locations for District 61–

- (2) Crossing guards at 75<sup>th</sup> St and Cass Av.
- (1) Crossing guard at 75<sup>th</sup> and Adams.

The police department budget includes \$24,000 for this expense.

Staff became aware that some communities have contracted with Andy Fran Services to handle crossing guard duties. When a guard calls in sick or is on vacation the police department ends up using the CSO or Sworn Officers to staff these crossings. Andy Frain would deal with all aspects of the Crossing Guards. This includes hiring, firing, training, insurance, payroll, equipping and filling in for guards that call in sick. They also have supervisors checking on the guards to make sure they are following the rules. Westmont and Bolingbrook along with several other municipalities are now using Andy Frain Services.

The city would be billed hourly based on the number of hours needed per day plus 1 hour for supervision. We estimate that Andy Fran they would provide crossing guard services at our locations for just under \$20,590 a year. The [attached spreadsheet](#) shows the cost details. The police committee approved the concept at the June meeting and staff now has the final proposed service agreement for consideration.

## STAFF/COMMITTEE RECOMMENDATION

The Staff recommends approval of the Andy Frain Service Agreement. At the June 17, 2013, Police Committee meeting, the committee approved the concept of having Andy Frain provide crossing guard services. The committee is reviewing the proposed contract at its July 15, 2013 committee meeting and will provide the recommendation to the council.

## ALTERNATE CONSIDERATION

The alternate consideration is leaving the crossing guard program under the direction of the police department and city.

## DECISION MODE

It will be placed on the July 15, 2013, City Council Agenda for approval.

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ANDY FRAIN SERVICES FOR DISTRICT 61 CROSSING GUARD SERVICES FOR THE 13/14 SCHOOL YEAR IN THE AMOUNT OF \$20,590.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to Execute a Contract with Andy Frain Services for District 61 Crossing Guard Services for the 13/14 School Year in the Amount of \$20,590.00, A copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July, 2013.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## SERVICE AGREEMENT

This Agreement (“Agreement”) is entered into as of August 1, 2013, by and between Andy Frain Services, Inc., an Illinois corporation with its principal offices located at 761 Shoreline Drive, Aurora, IL. 60504 (“Contractor”), and City of Darien, 1710 Plainfield Road, Darien, Illinois, 60561 (“Client”) (collectively, the “Parties”).

### UNDERSTANDINGS

1. Client represents that it will provide school crossing guard services, through its Contractor, at identified streets in the vicinity of the School District commonly known as District 61 in the City of Darien and the State of IL (“Property”), as more fully described in the Location of Services identified in Exhibit A and B to this Agreement;
2. Contractor is in the business of supplying uniformed guard, security and event services and personnel and is willing to furnish such services and personnel to Client with respect to the Property and subject to the terms, conditions and provisions of this Agreement;
3. Client desires Contractor to furnish certain service personnel for the purpose of performing certain security and special event services at the Property, as further described below;

NOW, THEREFORE, in consideration of the foregoing, and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, Contractor and Client agree as follows:

### AGREEMENT

**Section 1. *Employment.*** Client hereby employs and hires Contractor to provide certain services at the Property, and Contractor agrees to perform such services pursuant to the terms and conditions of this Agreement.

**Section 2. *Nature of Services.*** Contractor shall furnish all services (including, without limitation, providing personnel (“Service Personnel”) as requested by Client to maintain “Security Services” and “Crossing Guards” at the Property in accordance with the term and conditions of this Agreement (collectively known hereinafter as the “Services” unless specifically identified otherwise). The Schedule of Services, and the Scope of Services requested by Client and which Contractor agrees to furnish pursuant to this Agreement, including the Service Personnel requested for such Services, are more fully described in the Schedule of Services and Rates and the Scope of Services which are attached hereto and incorporated herein by reference as Exhibit A and Exhibit B, respectively.

The Contractor’s Service Personnel shall be assigned to specific posts and shall be provided post orders (“Post Orders”) by Client. Details relating to the Services to be provided, including dates, number of personnel, hours and locations for service shall be included in the Post Orders. Client reserves the right to reassign as needed any Service Personnel to other functions and posts as the Client may deem necessary.

If at any time Contractor believes that personnel or services in excess of those expressly requested by Client and described in this Agreement are necessary to properly furnish Services at the Property, Contractor may so inform Client. However, the Parties agree that Contractor's responsibility is solely limited to providing Services, and that Contractor has not been engaged by Client as a consultant or otherwise to provide advice or an assessment of security or event staffing needs at the Property, except as otherwise specifically identified herein. Contractor shall not be responsible for any decisions or security assessments made by Client or anyone else, including pertaining to the sufficiency and placement of the staffing.

**Section 3. *General Duties and Obligations of Contractor.*** Contractor agrees as follows:

(a) Contractor agrees to furnish the Service Personnel and perform the Services requested by Client, as described in this Agreement. The Parties agree that any change in the Scope of Services contemplated by this Agreement, including any modification, supplementation or reduction in Services, shall be made by a request in writing by Client and, if such changes or modifications are accepted by Contractor, shall be agreed upon in writing signed by Client and Contractor.

(b) Contractor represents that all Service Personnel utilized by Contractor under this Agreement shall be trained by Contractor using Contractor's approved materials /instructions and shall be competent to perform their duties.

(c) Contractor shall provide each Service Personnel with a proper uniform and any such equipment, as it shall, with the approval of Client, deem necessary or appropriate.

(d) Contractor agrees that the Services furnished under this Agreement shall be in conformity with practices which are generally current in the security and event services industries.

(e) Contractor shall comply with all applicable local, State and Federal laws, rules and regulations which govern the Services provided in this Agreement. Contractor shall apply for and endeavor to obtain any such licenses and permits which may be required by any governmental authority for the performance of the contracted Services.

(f) The Parties agree that Contractor does not herein or otherwise represent and cannot warrant, expressly or impliedly that the Services furnished will prevent or minimize the likelihood of loss or damage.

**Section 4. *General Duties and Responsibilities of Client.*** Client agrees as follows:

(a) Client shall pay Contractor for the Services provided by Contractor at the rates provided herein and shall make such payment pursuant to the terms and conditions contained in this Agreement.

(b) Client shall remain solely responsible for any decisions or directions to Contractor concerning the location, number or extent, or placement or sufficiency of personnel staffing requested under this Agreement.

(c) To effectuate this Agreement, Client shall provide Contractor with such information, including the Post Orders concerning the Property or sufficient information to enable Contractor to prepare Post Orders for the Property, as are necessary for Contractor to furnish the Services pursuant to this Agreement.

(d) Client shall provide Contractor with information pertaining to the Property necessary to ensure that the Service Personnel are trained and prepared to provide the Services at the Property, including information necessary to train those Service Personnel with responsibilities concerning the alarms systems, elevator and light controls, cameras and access control systems for the Property.

(e) Client shall be solely responsible for managing and maintaining the Property and otherwise managing, maintaining and providing any services with respect to the Property, other than the Services contemplated by this Agreement.

**Section 5. Fees, Invoices, Payment.**

(a) **Rates.** Client shall pay Contractor for the Services at the rates set forth in Exhibit A.

(b) **Invoices.** Contractor shall invoice Client for Services performed under this Agreement. Invoices shall be sent to Client at Client's location identified in Exhibit A.

(c) **Payment.** Client agrees to remit payment to Contractor according to the rate schedule, Exhibit A (attached). Any objection, dispute or claim regarding the amount of an invoice or the underlying services rendered must be sent in writing by the Client to Contractor with thirty (30) days from the invoice date, setting forth the nature of the objection, dispute or claim, and including all supporting documentation, or it shall for all purposes be deemed waived by the Client. Client agrees to pay a late fee of 1-1/2% per month (or any part thereof) plus all collection and attorney's fees and costs which may be incurred by Contractor in the attempted collection or collection of any invoice(s) not paid pursuant to the terms of this Agreement. For purposes of this paragraph, time is of the essence.

(d) **Records.** Upon request, Contractor shall furnish Client with copies of completed daily timesheets and other records which form the basis of billings for Services performed by Contractor under this Agreement. Such records shall contain detail sufficient to indicate the Property where and when such Services were performed.

(e) **Rate Change.** Hourly rates as stated herein are subject to adjustment for changes in any federal, state or municipal law, regulation, administrative ruling or collective bargaining agreement resulting in any increase in work hours, wages, benefits, taxes, working conditions or other cost incurred by Contractor in the performance of this Agreement. In the event Client refuses to accept such increase, Contractor may cancel this agreement upon thirty (30) days prior written notice.

**Section 6. Service Personnel.**

(a) **Independent Contractor.** All Service Personnel shall be the employees of Contractor and shall not under any circumstances be deemed to be employees of Client. Contractor shall pay all wages, all applicable taxes and shall comply with all other legal obligations as employer of the Service Personnel.

(b) **Supervision.** Contractor shall at all times be responsible for the direct supervision of its employees through the Manager or Supervisor assigned to and responsible for managing Contractor’s Services at the Property. Each Manager or Supervisor shall, in turn, report and confer with the designed representative of Client at the Property with respect to the Services performed under this Agreement. Such reporting and conferring shall be as frequently as mutually agreed by the Parties hereto from time to time.

Client may, if desired and agreed to by Contractor, have supervision or control over any of Contractor’s employees and any requested change in procedure shall be transmitted in writing by Client to Contractor’s local manager. If Client alters any instructions or directions given by Contractor to the Service Personnel or if Client assumes any supervision of the Service Personnel, Client shall be solely liable for any and all consequences thereof and agrees to indemnify, defend and hold harmless Contractor from and against any and all losses, claims, expenses (including reasonable attorney’s fees) or damages arising from or relating to the actions or omissions to such Service Personnel.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be responsible for providing an assessment of security or staffing needs at Client’s Property and shall not be responsible for determining the number, sufficiency or assigned location of Service Personnel assigned to the Property.

(c) **Background Checks.** Contractor represents that Contractor has performed and will continue to perform background checks in accordance with the Contractor’s Standard Security Program, as in effect from time to time. Original background checks will include criminal and motor vehicle histories.

**Section 7. Insurance.** Contractor shall maintain during the term of this Agreement, at its own expense, insurance policies insuring Contractor, as follows:

TYPE OF INSURANCE	LIMIT OF INSURANCE
General Commercial Liability – Occurrence Form	\$1,000,000 Per Occurrence
Workers Compensation & Employers Liability	Statutory
Business Auto Liability including Hired and Non Owned Auto Liability	\$1,000,000
Excess/Umbrella	\$9,000,000 Per Occurrence \$9,000,000 Aggregate

Contractor agrees solely with respect to liability caused by the sole negligent acts of Contractor, to name Client its officers, employees and directors as Additional Insureds on Contractor’s

General Commercial Liability and Auto liability insurance policies. Such insurance shall be provided to Additional Insureds on a primary and non-contributory basis.

To the maximum extent permitted by applicable law and the insurance policy maintained, Contractor agrees to waive Contractor's and Contractor's insurers rights of subrogation.

Prior to commencing the Services, Contractor shall furnish a certificate of insurance evidencing compliance with the foregoing provisions of this Section and providing that such insurance policies will not be changed or canceled during their respective terms without at least thirty (30) days prior notice by registered or certified mail to Client.

**Section 8. Indemnification.** Contractor shall indemnify Client from and against claims, damages, losses, liabilities and judgments that Client may sustain by reason of a) damage to property within the sole and exclusive custody or control of Contractor, or b) injury to or death of a person, or c) for any losses or damages sustained by Client from false arrest, false imprisonment, searches or malicious prosecution, libel, slander, defamation of character, violation of right or privacy, assault or battery, provided that such claims, damages, losses, liabilities or judgments are caused solely by: the direct negligent acts of Contractor or Contractor's employees while engaged in the performance or non-performance of Services under this Agreement, and subject to the provisions set forth herein.

Contractor shall not indemnify or be required to indemnify Client from or against any damages, judgments, losses, liabilities or claims (i) caused by the acts, direction, instructions, or omissions or negligence or contributory negligence of Client or as a result of conduct, action or inaction by or within the control of Client, its directors, officers, members, partners, licensees, invitees, representatives, agents, or employees, or (ii) caused by or resulting from the unlawful or negligent actions or omissions of third parties or (iii) arising out of injury to or death of any employee of Contractor, unless caused solely by the direct negligence of Contractor.

Notwithstanding anything to the contrary in this Agreement, Contractor shall not be liable to Client for any injury (including death) to any person, including an employee of Contractor, arising from a slip, trip or fall while on or near the premises of Client. It is expressly understood and agreed that Contractor is not responsible for performing any maintenance or construction services including but not limited to elevator or escalator maintenance, light repair, lock or alarm device repair or maintenance, building upkeep, snow removal, garbage or debris removal and water removal. It is further understood and agreed that Contractor is not required or requested to report any maintenance needs or failures to Client.

Notwithstanding anything to the contrary in this Agreement, the Parties agree that any additional insured or indemnity provision throughout this Agreement applies only to claims caused by the direct negligent acts of Contractor and its employees while performing agreed upon duties and Services.

**Section 9. Term, Termination.** This Agreement shall commence on Effective Date, and shall continue until July 31, 2014, subject to the right of either party to terminate this Agreement for any reason upon thirty (30) days written notice.

**Section 10. Contractor's Employees.** During the term of this Agreement and for a period of twelve (12) months immediately following the end or termination of this Agreement, Client shall

not solicit or offer to hire, or hire any employees of Contractor, without the prior written consent of Contractor. This paragraph shall survive termination of this Agreement, regardless of the reason of, basis for or circumstances surrounding such termination.

**Section 11. *Suspension of Service.*** In the event that Client's operations at the Property are halted or substantially decreased by reason of strike, labor dispute, picketing, acts of God, or other cause beyond the control of the Client, then those portions of this Agreement concerning Services to be provided at the affected Property shall, upon twenty-four (24) hours written notice from Client to Contractor, be suspended until further written notice by Client to Contractor.

**Section 12. *Default.*** Each party may terminate this Agreement immediately if any of the following events shall occur: **(a)** default by the other party in the performance of the terms and conditions of this Agreement, including but not limited to Client's failure to timely make payments required hereunder when due, which default continues for five (5) days or more after written notice from the other party; **(b)** if at any time during the term of the Agreement there shall be filed by such party in any court, pursuant to any statute, either of the United States or of any state, territory or possession, a petition in bankruptcy, or insolvency, or for reorganization, or for the appointment of a receiver to receive all or a portion of such party's property; **(c)** if such party makes an assignment for the benefit of creditors; or **(d)** if such party is declared bankrupt in an involuntary proceeding, or is ordered into receivership.

**Section 13. *Notices.*** All notices with respect to or required by this Agreement shall be deemed sufficient if deposited with the United States mail, certified or registered, with adequate postage affixed and properly addressed to the respective party at the address(es) identified in the attached Exhibit A, or at such addresses may be amended by written notice so mailed. Notices to Contractor shall be mailed to both Contractor's corporate and local office addresses, as indicated in this Agreement.

**Section 14. *Assignment.*** This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party provided, however, that so long as a party is not in default under this Agreement, that party may assign this Agreement to an entity with which it merges or consolidates or which acquires substantially all of its assets or stocks. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**Section 15. *Entire Agreement, Amendments.*** This Agreement and the items incorporated herein constitutes the entire understanding and agreement of the Parties with respect to matters contained herein and supersedes all prior agreements or understandings, if any, between the Parties related to the matters contained herein. Neither Party has relied on any, and there are no, oral or parol agreements, promises, representations or inducements not contained in this Agreement. No provisions of this Agreement may be amended or modified in any manner whatsoever, except by an agreement in writing signed by each of the Parties hereto.

**Section 16. *Severability.*** If any term or provision of this Agreement, or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances, other than those as to which it is held invalid or unenforceable, shall not



be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

**Section 17. *Governing Law.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Section 18. *Jurisdiction.*** Any lawsuit or other action with respect to or to enforce the terms of this Agreement, including any lawsuit pertaining to the validity of this Agreement and the Services rendered hereunder, shall be filed and maintained in State of Illinois.

<b>City of Darien</b>	<b>Andy Frain Services, Inc.</b>
By: _____	By: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**EXHIBIT A – SCHEDULE OF SERVICES AND RATES**

This Exhibit A is attached to, made part of and incorporated by reference into the Service Agreement (the “Agreement”) made by and between Andy Frain Services, Inc. (“Contractor”) and **City of Darien** (“Client”) **dated August 1, 2013** and this Exhibit A identifies the rates, locations and services which are to be provided in accordance with the Agreement, as follows:

CLIENT NAME AND CONTACT PERSON: City of Darien, Deputy Chief John Cooper

ADDRESS: 1710 Plainfield Road, Darien, IL 60561

STARTING DATE: August 1, 2013

CLIENT ADDRESS FOR INVOICE: 1710 Plainfield Road, Darien, IL 60561

LOCATION OF SERVICES: Specified Streets in the City of Darien

SPECIAL INSTRUCTIONS:

THE PARTIES AGREE THAT CONTRACTOR SHALL PROVIDE THE SERVICE PERSONNEL AT THE RESPECTIVE RATES, AS FOLLOWS:

Crossing Guards	Regular	Overtime	Holiday	Equipment	Other
Crossing Guards	\$15.01	\$15.01	\$19.98	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

Supervisor/Manager Personnel	Regular	Overtime	Holiday
Field Supervisor	\$15.01	\$15.01	\$19.98
	\$	\$	\$
	\$	\$	\$

HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Christmas Eve, Christmas and New Year’s Eve.

Other Holidays or Overtime specifications:

It is understood that no coverage will be needed on scheduled holidays, unless a special request is received in writing from the City of Darien to cover a special event.

**PAYMENT SCHEDULE**

- I. Monthly Billing
- II. Payment Terms – Net 30 days

\* \* \* \*

THE TERMS, PROVISIONS AND SERVICES IDENTIFIED IN THIS EXHIBIT A ARE INCORPORATED BY REFERENCE IN TO THE SERVICE AGREEMENT AND ARE BINDING ON THE PARTIES TO THE SERVICE AGREEMENT.

<b>City of Darien</b>	<b>Andy Frain Services, Inc.</b>
By: _____	By: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

**EXHIBIT B – SCOPE OF SERVICES**

This Exhibit B is attached to, made part of and incorporated by reference into the Service Agreement (the “Agreement”) made by and between Andy Frain Services, Inc. (“Contractor”) and **City of Darien** (“Client”) **dated August 1, 2013** and this Exhibit B identifies the Scope of Services which are to be provided by Contractor to Client in accordance with the Agreement, as follows:

1. With the D61 school start times being at 7:50, 8:20, and 8:35 – the Crossing Guards would cover their posts from 7:30 till 8:45 – 1.25 hours per CG Post  
With the school end times being at 2:25, 2:50, and 3:05 – the Crossing Guards would cover their posts from 2:20 till 3:20 – 1 hour per CG Post  
This would be a total of 2.25 hours per post – this will be the minimum for each post for the 2013/2014 school year.

The number of school days that students are in school being 176 plus 1 day training for a total of 177 days of school year support.

The invoice rate will be \$15.01 an hour.

2. Proposal provides for 2 crossing guards at 75<sup>th</sup> and Cass, 1 crossing guard at 75<sup>th</sup> and Adams, and 1 supervisor

**Rosenthal, Murphey, Coblentz & Donahue**

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30 North LaSalle St. Suite 1624 ~Chicago, Illinois 60602  
Phone (312) 541-1070 ~ Fax (312) 541-9191  
JBM Direct Dial (312) 541-1072  
JBM e-mail: jmurphey@rmcj.com

**Memorandum**

Via E-Mail

**To: Bryon Vana**  
**Fr: John B. Murphey**  
**Date: July 8, 2013**  
**Re: Andy Frain Crossing Guard Agreement**

Understanding No. 1 is incorrect. The City is not responsible for the operation of S.D. 61. We should change this to state that Client is responsible for providing school crossing guard services at identified streets in the vicinity of the S.D. 61 schools.

I generally have no objections to any of the language from Section 1 through Section 7(b). With respect to Section 7(c), you may want to consider requiring Frain to provide the City with the names, driver's licenses and social security numbers of all employees assigned to S.D. 61. Given the extreme sensitivity when it comes to school matters, it may be worth our while to get the names and perform our own criminal background checks.

I have no objection to the Section 8 insurance language. I have no objection to the indemnification language.

The Section 10 provision allowing either party to terminate on 30 days notice is a good provision for the City.

The remaining Sections 11-18 are standard, and I have no objection.

Turning to Exhibit A, "Schedule of Services and Rates," it seems we should have more specificity as to the location of services (by the way, the word "streets" is misspelled in this Section), as well as the number of crossing guards.

I don't see the need to make any reference to holidays, because the schools are closed on all of the listed holidays and therefore, there is not going to be any need for their services. If anything, the agreement should specify the various school holidays and break

periods per the S.D. 61 calendar, and provide that no service will be required on those days.

Turning to Exhibit B, please confirm that S.D. 61 is agreeable to these hours. The phrase, “the amount of school days” should be changed to “the number of school days . . .” This would be a good spot to plug in the dates when services will not be needed, such as school holidays and school break times.

Turning to Exhibit C, there appears to be a little confusion here. The heading makes reference to Exhibit C, but the body of the document says “This Exhibit D is attached to . . .” In addition, there is nothing specified in terms of additional terms or obligations. Therefore, I don’t believe this Exhibit is even necessary.

Please review and call. Thanks.

JBM/sml

2013/2014 Crossing Guard Pricing	
Andy Frain Financial Proposal	
All CG Team Members	
<b><u>Andy Frain</u></b>	
Guard Manpower Totals	
Darien Crossing Guards	3
Crossing Guard Supervisor	1
Total Crossing Guards	4
Crossing Guard Hours Per Day	
All Guards	6.75
Each Crossing Guard Supervisor	1
Total Crossings Per Day (All Guards)	7.75
Guard Work Time Totals	
School Days	177
Supervision & Guard Crossings/Year	1371.75
	0
Total Guard Crossings Per Year	1371.75
Crossing Guard Program Cost/Year	\$20,589.97
Program Cost Per Hour	\$15.01

2.25 per day per CG  
CG Coverage from 7:30 AM till 8:45 AM  
CG Covearge from 2:15

School Days Per Year + 1 Training Day

Pay rate will be \$10.00

**AGENDA MEMO**  
**City Council**  
**July 15, 2013**

**ISSUE STATEMENT**

The City Council has three options:

1. Adopt no local ordinance and allow State of Illinois law to regulate all firearms in Darien
2. Adopt an **ordinance** to completely ban assault weapons in Darien
3. Adopt a safe storage **ordinance** that acts as a “placeholder” ordinance in the City Code so Darien can amend the ordinance to include policies a future City Council may wish to implement.

**BACKUP**

**BACKGROUND/HISTORY**

The State of Illinois passed House Bill 183, the “Firearm Concealed Carry Act,” effective July 9, 2013. As part of this law municipalities have several options including a requirement to either pass an ordinance regulating assault weapons within ten days of July 9, or completely lose the ability to regulate assault weapons. This topic has not come before City of Darien elected officials before, but with the State of Illinois imposing limits on the City of Darien’s authority, it is important the elected officials be advised and afforded the opportunity to act, if desired. Whether the City Council decides to do nothing, pass an ordinance on the storage of assault weapons, or pass an ordinance banning assault weapons, a decision must be made by July 19, 2013.

Illinois statutes have not previously allowed citizens to carry a firearm in public, with or without a permit. In court decision Moore v Madigan, the State of Illinois was compelled to adopt a new statute permitting the concealed carry of firearms in Illinois. The General Assembly passed House Bill 183, the “Firearm Concealed Carry Act,” on May 31, 2013. Governor Pat Quinn vetoed the bill before it was overturned by the Senate and the House on July 9, 2013. Part of this law requires municipalities to pass regulations on assault weapons within ten days or lose the ability to do so moving forward. One of the difficulties in forcing this upon municipalities is that different definitions of “assault weapons” are disputed, with some currently in litigation. For the purposes of these ordinances, the selected language was taken from a Cook County ordinance. If either of these ordinances were passed, the definitions and language may need to change in the future based on laws passed or court decisions.

The City Council has three options: do nothing and allow State of Illinois law to regulate all firearms in Darien, to completely ban assault weapons in Darien, or to pass a safe storage ordinance that acts as a “placeholder” ordinance in the City Code so Darien can amend the ordinance to include policies a future City Council may wish to implement. Here is a list of some of the anticipated results of each action:

1 **Adopt no local ordinance**

- State and Federal Law will dictate how assault weapons are owned and operated in Darien
- Darien may not have an opportunity to pass ordinances on the subject in the future, as legal cases and legislation may change
- The City of Darien does not risk any legal challenges to a weapons ordinance

2 **Adopt an ordinance to completely ban assault weapons in Darien**



- Darien needs to define assault weapons in order to ban them, which is problematic. There is not an accepted definition of assault weapons, which could trigger litigation. The definition in the ordinance is taken from other municipalities that have passed a ban.
- There is question as to whether a complete ban, or many aspects of a ban, would be determined as legal by the courts
- Darien residents could be subject to the ban, but surrounding residents, including unincorporated residents directly next door, would not be subject to the ban.

### 3 Adopt a Safe Storage Ordinance that acts as a “placeholder”

- Darien would maintain the ability to amend the ordinance as future policy issues or court decisions occur
- Darien would be in a better position to defend legal challenges than if a complete ban was passed
- Darien residents would not be treated substantially differently than neighbors in surrounding communities that did not pass an ordinance

City Attorney Peter Coblenz will be at the July 15, 2013 City Council meeting to provide additional background and answer questions posed by the City Council or residents on this issue.

More information, both on this and the overall bill, can be found on the Illinois Municipal League at <http://www.iml.org/page.cfm?key=3511>

### **STAFF/COMMITTEE RECOMMENDATION**

As directed by the City Council

### **ALTERNATE CONSIDERATION**

1. Adopt no local ordinance and allow State of Illinois law to regulate all firearms in Darien
2. Adopt an ordinance to completely ban assault weapons in Darien
3. Adopt a safe storage ordinance that acts as a “placeholder” ordinance in the City Code so Darien can amend the ordinance to include policies a future City Council may wish to implement.

### **DECISION MODE**

An ordinance would need to be passed within ten days of the State of Illinois law passing, or the window to do so would expire.

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

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

**AN ORDINANCE AMENDING TITLE 8 (“POLICE REGULATIONS”)  
OF THE DARIEN CITY CODE BY ADDING CHAPTER 23  
 (“ASSAULT WEAPONS”)**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 15<sup>th</sup> DAY OF JULY, 2013.**

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

**AN ORDINANCE AMENDING TITLE 8 (“POLICE REGULATIONS”)  
OF THE DARIEN CITY CODE BY ADDING CHAPTER 23  
 (“ASSAULT WEAPONS”)**

**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; and

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

**WHEREAS**, the “Firearm Concealed Carry Act” became effective on July 9, 2013; and

**WHEREAS**, the Firearm Concealed Carry Act will preempt the authority of home rule units of government in the State of Illinois, including the City of Darien, to regulate assault weapons unless such a home rule ordinance or regulation is enacted on, before or within ten (10) days after the effective date of the Firearm Concealed Carry Act; and

**WHEREAS**, the Constitution of the United States of America and the Constitution of the State of Illinois afford certain protections related to the ownership of firearms; and,

**WHEREAS**, in *District of Columbia v. Heller*, the United States Supreme Court recognized that the Constitutional protections related to firearm ownership is not unlimited, and can be subject to certain types of governmental regulations; and

**WHEREAS**, in its Heller decision, the United States Supreme Court specifically acknowledged that the protections afforded by the Second Amendment to the Constitution of the United States does not extend to all types of firearms; and

**WHEREAS**, recent incidents in Aurora, Colorado; Newtown, Connecticut; Tucson, Arizona; and Santa Monica, California demonstrate that gun violence is not limited to urban settings, but is also, tragically, a reality in many suburban and small town locations as well; and

**WHEREAS**, the City Council has determined that assault weapons are not traditionally used for self-defense in the City of Darien, and that such weapons pose an undue threat to public safety to residents, property owners, and visitors within the City of Darien; and

**WHEREAS**, to date, the State has failed to enact a statewide ban on the sale or possession of assault weapons; and

**WHEREAS**, pursuant to the home rule powers of the City, and in order to protect both the home rule authority of the City and the public safety and welfare, the City Council desires to amend the City Code as provided herein to prohibit the manufacture, sale, ownership, acquisition, or possession of assault weapons within the City; and

**WHEREAS**, the City Council has determined that it will serve and be in the best interest of the City and its residents to amend the City Code pursuant to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE CITY OF DARIEN, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1:** That Title 8 (“Police Regulations”) of the City Code of the City of Darien be and the same is hereby amended to add the following as Chapter 23 thereof entitled “Assault Weapons”:

**Chapter 23**  
**ASSAULT WEAPONS**

**8-23-1. Definitions.**

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Assault weapon* means:

- (1) A semiautomatic rifle that has the capacity to accept a large capacity magazine detachable or otherwise and one or more of the following:
  - (A) Only a pistol grip without a stock attached;
  - (B) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (C) A folding, telescoping or thumbhole stock;
  - (D) A shroud attached to the barrel, or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel; or
  - (E) A muzzle brake or muzzle compensator.
- (2) A semiautomatic rifle that has a fixed magazine that has the capacity to accept more than ten rounds of ammunition.
- (3) A semiautomatic pistol that has the capacity to accept a detachable magazine and has one or more of the following:
  - (A) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (B) A folding, telescoping or thumbhole stock;
  - (C) A shroud attached to the barrel, or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel;
  - (D) The capacity to accept a detachable magazine at some location outside of the pistol grip.

- (4) A semiautomatic shotgun that has one or more of the following:
- (A) Only a pistol grip without a stock attached;
  - (B) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (C) A folding, telescoping or thumbhole stock;
  - (D) A fixed magazine capacity in excess of five rounds; or
  - (E) An ability to accept a detachable magazine.
- (5) Any shotgun with a revolving cylinder.
- (6) Conversion kit, part or combination of parts, from which an assault weapon can be assembled if those parts are in the possession or under the control of the same person.
- (7) Shall include, but not be limited to, the assault weapons models identified as follows:
- (A) The following rifles or copies or duplicates thereof:
    - (i) AK, AKM, AKS, AK-47, AK-74, ARM, MAK90, Misr, NHM 90, NHM 91, SA 85, SA 93, VEPR;
    - (ii) AR-10;
    - (iii) AR-15, Bushmaster XM15, Armalite M15, or Olympic Arms PCR;
    - (iv) AR70;
    - (v) Calico Liberty;
    - (vi) Dragunov SVD Sniper Rifle or Dragunov SVU;
    - (viii) Fabrique National FN/FAL, FN/LAR, or FNC;
    - (viii) Hi-Point Carbine;
    - (ix) HK-91, HK-93, HK-94, or HK-PSG-1;
    - (x) Kel-Tec Sub Rifle;
    - (xi) Saiga;
    - (xii) SAR-8, SAR-4800;
    - (xiii) SKS with detachable magazine;
    - (xiv) SLG 95;
    - (xv) SLR 95 or 96;
    - (xvi) Steyr AUG;
    - (xvii) Sturm, Ruger Mini-14;
    - (xviii) Tavor;
    - (xix) Thompson 1927, Thompson M1, or Thompson 1927 Commando; or
    - (xx) Uzi, Galil and Uzi Sporter, Galil Sporter, or Galil Sniper Rifle (Galatz).
  - (B) The following pistols or copies or duplicates thereof, when not designed to be held and fired by the use of a single hand:
    - (i) Calico M-110;
    - (ii) MAC-10, MAC-11, or MPA3;
    - (iii) Olympic Arms OA;
    - (iv) TEC-9, TEC-DC9, TEC-22 Scorpion, or AB-10; or
    - (v) Uzi.
  - (C) The following shotguns or copies or duplicates thereof:

- (i) Armscor 30 BG;
- (ii) SPAS 12 or LAW 12;
- (iii) Striker 12; or
- (iv) Streetsweeper.

“Assault weapon” does not include any firearm that has been made permanently inoperable, or satisfies the definition of “antique firearm,” stated in this section, or weapons designed for Olympic target shooting events.

*Detachable magazine* means any ammunition feeding device, the function of which is to deliver one or more ammunition cartridges into the firing chamber, which can be removed from the firearm without the use of any tool, including a bullet or ammunition cartridge.

*Large capacity magazine* means any ammunition feeding device with the capacity to accept more than ten rounds, but shall not be construed to include the following:

- (1) A feeding device that has been permanently altered so that it cannot accommodate more than ten rounds.
- (2) A 22 caliber tube ammunition feeding device.
- (3) A tubular magazine that is contained in a lever-action firearm.

*Muzzle brake* means a device attached to the muzzle of a weapon that utilizes escaping gas to reduce recoil.

*Muzzle compensator* means a device attached to the muzzle of a weapon that utilizes escaping gas to control muzzle movement.

### **8-23-2. Assault weapons and large capacity magazines; sale prohibited; exceptions.**

(a) No person shall manufacture, sell, offer or display for sale, give, lend, transfer ownership of, acquire or possess any assault weapon or large capacity magazine. This subsection shall not apply to:

- (1) The sale or transfer to, or possession by any officer, agent, or employee of the City or any other municipality or state or of the United States, members of the armed forces of the United States; or the organized militia of this or any other state; or peace officers to the extent that any such person named in this Chapter is otherwise authorized to acquire or possess an assault weapon and/or large capacity magazine and does so while acting within the scope of his or her duties;
- (2) Transportation of assault weapons or large capacity magazine if such weapons are broken down and in a nonfunctioning state and are not immediately accessible to any person.

(b) Any assault weapon or large capacity magazine possessed sold or transferred in violation of Subsection (a) of this section is hereby declared to be contraband and shall be seized and disposed of in accordance with the provisions of Section 8-23-3.

(c) Any person found in violation of this section shall be fined not less than \$500.00 and not more than \$1,000.00.

(d) Any person who, prior to the effective date of the ordinance codified in this section, was legally in possession of an assault weapon or large capacity magazine prohibited by this section shall have 90 days from the effective date of the ordinance to do any of the following without being subject to prosecution hereunder:

(1) To remove the assault weapon or large capacity magazine from within the limits of the City; or

(2) To modify the assault weapon or large capacity magazine either to render it permanently inoperable or to permanently make it a device no longer defined as an assault weapon or large capacity magazine; or

(3) To surrender the assault weapon or large capacity magazine to the Chief of Police or his designee for disposal as provided below.

**8-23-3. Destruction of weapons confiscated.**

(a) Whenever any firearm or large capacity magazine is surrendered or confiscated pursuant to the terms of this Chapter, the Chief of Police shall ascertain whether such firearm is needed as evidence in any matter.

(b) If such firearm or large capacity magazine is not required for evidence it shall be destroyed at the direction of the Chief of Police. A record of the date and method of destruction an inventory of the firearm or large capacity magazine so destroyed shall be maintained.

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU**

**PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July, 2013.**

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

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

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

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

**ILLINOIS, this 15<sup>th</sup> day of July, 2013.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



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

---

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

**AN ORDINANCE AMENDING TITLE 8 (“POLICE REGULATIONS”)  
OF THE DARIEN CITY CODE BY ADDING CHAPTER 23  
 (“ASSAULT WEAPONS”)**

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

**THIS 15<sup>th</sup> DAY OF JULY, 2013.**

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

**AN ORDINANCE AMENDING TITLE 8 (“POLICE REGULATIONS”)  
OF THE DARIEN CITY CODE BY ADDING CHAPTER 23  
 (“ASSAULT WEAPONS”)**

**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; and

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

**WHEREAS**, the “Firearm Concealed Carry Act” became effective on July 9, 2013; and

**WHEREAS**, the Firearm Concealed Carry Act will preempt the authority of home rule units of government in the State of Illinois, including the City of Darien, to regulate assault weapons unless such a home rule ordinance or regulation is enacted on, before or within ten (10) days after the effective date of the Firearm Concealed Carry Act; and

**WHEREAS**, the corporate authorities of the City of Darien are of the opinion that assault weapons, as defined in this Ordinance, are subject to regulation as provided herein, and should be regulated as provided herein within the corporate limits of the City of Darien; and

**WHEREAS**, the corporate authorities of the City of Darien find that assault weapons are capable of a rapid rate of fire and have the capacity to fire a large number of rounds due to large capacity fixed magazines or the ability to use detachable magazines; and,

**WHEREAS**, the corporate authorities of the City of Darien find that assault weapons have been the used in a number of notorious mass shooting incidents in venues such as public schools, including recent shooting incidents in Newtown, New Jersey and Santa Monica, California, and are commonly associated with military or antipersonnel use; and

**WHEREAS**, the corporate authorities of the City of Darien find that assault weapons should be subject to safe storage and security requirements as provided herein to limit the opportunity for access and use of these firearms by untrained or unauthorized users;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE CITY OF DARIEN, LAKE AND COOK COUNTIES, ILLINOIS, in the exercise of its home rule powers, as follows:

**SECTION 1:** That Title 8 (“Police Regulations”) of the City Code of the City of Darien be and the same is hereby amended to add the following as Chapter 23 thereof entitled “Assault Weapons”:

### **Chapter 23**

### **ASSAULT WEAPONS**

## 8-23-1. Definitions.

The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Assault weapon* means:

- (1) A semiautomatic rifle that has the capacity to accept a large capacity magazine detachable or otherwise and one or more of the following:
  - (A) Only a pistol grip without a stock attached;
  - (B) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (C) A folding, telescoping or thumbhole stock;
  - (D) A shroud attached to the barrel, or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel; or
  - (E) A muzzle brake or muzzle compensator.
- (2) A semiautomatic rifle that has a fixed magazine that has the capacity to accept more than ten rounds of ammunition.
- (3) A semiautomatic pistol that has the capacity to accept a detachable magazine and has one or more of the following:
  - (A) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (B) A folding, telescoping or thumbhole stock;
  - (C) A shroud attached to the barrel, or that partially or completely encircles the barrel, allowing the bearer to hold the firearm with the non-trigger hand without being burned, but excluding a slide that encloses the barrel;
  - (D) The capacity to accept a detachable magazine at some location outside of the pistol grip.
- (4) A semiautomatic shotgun that has one or more of the following:
  - (A) Only a pistol grip without a stock attached;
  - (B) Any feature capable of functioning as a protruding grip that can be held by the non-trigger hand;
  - (C) A folding, telescoping or thumbhole stock;
  - (D) A fixed magazine capacity in excess of five rounds; or
  - (E) An ability to accept a detachable magazine.
- (5) Any shotgun with a revolving cylinder.
- (6) Conversion kit, part or combination of parts, from which an assault weapon can be assembled if those parts are in the possession or under the control of the same person.

- (7) Shall include, but not be limited to, the assault weapons models identified as follows:
- (A) The following rifles or copies or duplicates thereof:
- (i) AK, AKM, AKS, AK-47, AK-74, ARM, MAK90, Misr, NHM 90, NHM 91, SA 85, SA 93, VEPR;
  - (ii) AR-10;
  - (iii) AR-15, Bushmaster XM15, Armalite M15, or Olympic Arms PCR;
  - (iv) AR70;
  - (v) Calico Liberty;
  - (vi) Dragunov SVD Sniper Rifle or Dragunov SVU;
  - (viii) Fabrique National FN/FAL, FN/LAR, or FNC;
  - (viii) Hi-Point Carbine;
  - (ix) HK-91, HK-93, HK-94, or HK-PSG-1;
  - (x) Kel-Tec Sub Rifle;
  - (xi) Saiga;
  - (xii) SAR-8, SAR-4800;
  - (xiii) SKS with detachable magazine;
  - (xiv) SLG 95;
  - (xv) SLR 95 or 96;
  - (xvi) Steyr AUG;
  - (xvii) Sturm, Ruger Mini-14;
  - (xviii) Tavor;
  - (xix) Thompson 1927, Thompson M1, or Thompson 1927 Commando; or
  - (xx) Uzi, Galil and Uzi Sporter, Galil Sporter, or Galil Sniper Rifle (Galatz).
- (B) The following pistols or copies or duplicates thereof, when not designed to be held and fired by the use of a single hand:
- (i) Calico M-110;
  - (ii) MAC-10, MAC-11, or MPA3;
  - (iii) Olympic Arms OA;
  - (iv) TEC-9, TEC-DC9, TEC-22 Scorpion, or AB-10; or
  - (v) Uzi.
- (C) The following shotguns or copies or duplicates thereof:
- (i) Armscor 30 BG;
  - (ii) SPAS 12 or LAW 12;
  - (iii) Striker 12; or
  - (iv) Streetsweeper.

“Assault weapon” does not include any firearm that has been made permanently inoperable, or satisfies the definition of “antique firearm,” stated in this section, or weapons designed for Olympic target shooting events.

*Detachable magazine* means any ammunition feeding device, the function of which is to deliver one or more ammunition cartridges into the firing chamber, which can be removed from the firearm without the use of any tool, including a bullet or ammunition cartridge.

*Large capacity magazine* means any ammunition feeding device with the capacity to accept more than ten rounds, but shall not be construed to include the following:

- (1) A feeding device that has been permanently altered so that it cannot accommodate more than ten rounds.
- (2) A 22 caliber tube ammunition feeding device.
- (3) A tubular magazine that is contained in a lever-action firearm.

*Muzzle brake* means a device attached to the muzzle of a weapon that utilizes escaping gas to reduce recoil.

*Muzzle compensator* means a device attached to the muzzle of a weapon that utilizes escaping gas to control muzzle movement.

### **8-23-2. Safe Storage of Assault Weapons; Exceptions.**

(a) Safe Storage. It shall be unlawful to store or keep any assault weapon in the City unless such weapon is secured in a locked container or equipped with a tamper-resistant mechanical lock or other safety device, properly engaged so as to render such weapon inoperable by any person other than the owner or other lawfully authorized user. For purposes of this section, such weapon shall not be deemed stored or kept when being carried by or under the control of the owner or other lawfully authorized user.

(b) Self defense exception. No person shall be punished for a violation of this section if an assault weapon is used in a lawful act of self-defense or in defense of another.

(c) The provisions of this section do not apply to (i) any law enforcement officer, agent or employee of any municipality of the State of Illinois (ii) any law enforcement officer, agent or employee of the State of Illinois, of the United States, or of any other state (iii) any member of the military or other service of any state or the United States, including national guard and reserves, if the persons described are authorized by a competent authority to so carry an assault weapon loaded on a public way and such person is acting within the scope of his duties or training.

### **8-23-3. Transportation of Assault Weapons; Exceptions.**

(a) It is unlawful and a violation of this section for any person to carry or possess an assault weapon in the City, except when on his land or in his own abode, legal dwelling or fixed place of business, or on the land or in the legal dwelling of another person as an invitee with that person's permission, except that this section does not apply to or affect transportation of assault weapons that meet one of the following conditions:

- (i) are broken down in a non-functioning state; or
- (ii) are not immediately accessible; or
- (iii) are unloaded and enclosed in a case, firearm carrying box, shipping box, or other container by a person who has been issued a currently valid Firearm Owner's Identification Card; or

(b) The provisions of this section do not apply to (i) any law enforcement officer, agent or employee of any municipality of the State of Illinois (ii) any law enforcement officer, agent or employee of the State of Illinois, of the United States, or of any other state (iii) any member of the military or other service of any state or the United States, including national guard and reserves officer, agent or employee of any municipality of the commonwealth, if the persons described are

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES

30 NORTH LA SALLE STREET

SUITE 1624

CHICAGO, ILLINOIS 60602

(312) 541-1070

FAX (312) 541-9191

PETER D. COBLENTZ

JOHN F. DONAHUE

JUDITH N. KOLMAN

JOHN B. MURPHEY

JOY A. ROBERTS

PETER M. ROSENTHAL  
(1950-2010)

YANCEY L. PINKSTON, JR.

**MEMORANDUM**

WRITER'S DIRECT LINE

(312) 541-1073

TO: Home Rule Clients

FROM: Peter Coblentz, Village Attorney

RE: Regulation of Assault Weapons under the Firearm Concealed Carry Act (HB183)

DATE: June 12, 2013

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**Background:**

Because of the U.S. Court of Appeals decision in Moore v. Madigan, 702 F.3d 933 (7<sup>th</sup> Cir. 2012), the State of Illinois was required to adopt a new statute permitting the concealed carry of firearms in the State of Illinois. Because the Moore decision invalidated many existing Illinois firearms regulations, the Court of Appeals stayed the effective date of its ruling to allow the Illinois General Assembly and Governor to adopt a new law to regulate, consistent with the Second Amendment, the right of individuals to carry handguns for personal protection in the event of a confrontation.

The deadline for having a new law in place was June 9, 2013. The Court of Appeals recently extended the deadline to July 9, 2013, but stated that no further extensions would be granted.

**Firearm Concealed Carry Act:**

The Illinois General Assembly responded to the decision in Moore v. Madigan by adopting House Bill 183, the Firearm Concealed Carry Act (the "Act"). HB 183 was the result of extensive negotiations between gun rights proponents and gun control proponents in the General Assembly. The final bill was enacted on May 31, 2013 by veto proof majorities in both Houses. The Act will become effective immediately upon becoming law. The Act will become law when it is signed by the Governor, or when it approved by both Houses of the General Assembly over the Governor's veto.

As of June 11, 2013, the Governor has not yet signed HB 183. It is our belief that HB 183 will become law on or before July 9, 2013 when either the Governor signs it, or when it is approved following his veto by both Houses of the General Assembly. It is possible (but not likely in our

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**Re: Assault Weapons under the Firearm Concealed Carry Act**

June 12, 2013

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view) that the Governor will not act before the July 9 deadline, or that the General Assembly will fail to override a veto by the Governor. If the Governor fails to act within that time, or his veto is not overridden, that will mean that there would be no law in the State of Illinois regulating or prohibiting persons from carrying concealed handguns and firearms.

**Regulating Assault Weapons under the Act:**

There are a number of important provisions in HB 183, including a preemption of any municipal ordinances or regulations that are inconsistent with the regulation of concealed hand guns and ammunition for concealed handguns established by the Act. However, the focus of this Memorandum is that part of the Act that amends the FOID Card Act (430 ILCS 65/13.1) to preempt home rule authority to regulate the possession or ownership of assault weapons in the State of Illinois, and that declares such regulation to be an exclusive power and function of the State of Illinois. In other words, after HB 183 goes into effect no home rule municipality or county in the State of Illinois will be able to regulate the possession or ownership of assault weapons. However, the Act also provides as follows:

*Any ordinance or regulation, or portion of that ordinance or regulation, that purports to regulate the possession or ownership of assault weapons in a manner that is inconsistent with this Act, shall be invalid unless the ordinance or regulation is enacted on, before, or within ten (10) days after the effective date of this amendatory Act of the 98<sup>th</sup> General Assembly.*

What this means is that a home rule municipality that desires to regulate the ownership or possession of assault weapons in any manner that is inconsistent with the Act<sup>1</sup> must adopt such an ordinance or regulation not later than 10 days after HB 183 becomes law.

HB 183 states that: *“For purposes of this subsection, ‘assault weapons’ means firearms designated by either make or model or by a test or list of cosmetic features that cumulatively would place the firearm into a definition of ‘assault weapon’ under the ordinance.”* This provision is an amendment to the FOID Card Act and appears to have been written specifically to accommodate the assault weapons ordinance adopted by Cook County, the “Blair Holt Assault Weapons Ban”.<sup>2</sup>

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<sup>1</sup> HB 183 does not currently contain any regulations of assault weapons, although such regulations could be enacted in the future.

<sup>2</sup> The Blair Holt Assault Weapons Ban lists certain firearms as assault weapons by cosmetic features and by specific model names and numbers.

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A copy of the Blair Holt Assault Weapons Ban ordinance has been provided with this memorandum. You should know that this ordinance was upheld by the Illinois Supreme Court against due process and equal protection challenges in *Wilson v. County of Cook*, 360 Ill. Dec. 148 (2012). However, you should also be aware that the Illinois Supreme Court reinstated that part of the original complaint which challenged the Cook County ordinance on Second Amendment grounds. That part of the case was remanded to the Circuit Court of Cook County for further proceedings and is still pending in the Circuit Court of Cook County. Consequently, there is still a possibility that the Blair Holt Assault Weapons Ban could be held unconstitutional in whole or in part, and that the County would then need to amend the ordinance to respond to such judicial rulings.

HB 183 accommodates any amendments to the Blair Holt Assault Weapons Ban (or other municipal ordinances regulating assault weapons) which may ultimately be required as a result of a final court decision in that case by permitting an existing assault weapons regulation to be subsequently amended. HB 183 includes the following provision:

*An ordinance enacted on, before, or within ten (10) days after the effective date of this amendatory act of the 98<sup>th</sup> General Assembly may be amended. The enactment or amendment of ordinances under this subsection (c) are subject to the submission requirements of Section 13.3.<sup>3</sup>*

**The Status of Assault Weapons under the Second Amendment:**

The United States Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570, 128 S. Ct. 2783, 171 L. Ed. 2d 637 (2008) held that the Second Amendment right to keep and bear arms is an individual constitutional right for self-defense purposes, and that this right does not depend on militia participation. Accordingly, the Court held the District of Columbia's ordinance prohibiting the possession of handguns in the home to be unconstitutional.

One of the issues raised in *Heller* is what types of weapons are encompassed by this Second Amendment right. As previously interpreted by the Court in *United States v. Miller*, 307 U.S. 174 (1939), the *Heller* court held that:

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<sup>3</sup> Section 13.3 of the Firearm Owner's Identification Card Act (430 ILCS 65/13.3) simply requires that any municipality that regulates the acquisition, possession, sale or transfer of firearms must submit copies of every ordinance they adopt within thirty (30) days after adoption to the Department of State Police. There is no substantive limitation on such municipal ordinances in Section 13.3.



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*. . . the right secured by the Second Amendment is not unlimited. From Blackstone through the 19th-century cases, commentators and courts routinely explained that the right was not a right to keep and carry any weapon whatsoever in any manner whatsoever and for whatever purpose. 554 U.S. 570, 626, 128 S. Ct. 2783, 2816, 171 L. Ed. 2d 637 (2008). (Emphasis Added).*

The Court in Heller also recognized a further limitation on the individual right to keep and bear arms, namely, that the arms have to be the sorts of weapons that were “in common use at the time” of the adoption of the Bill of Rights (including the Second Amendment). Dist. of Columbia v. Heller, 554 U.S. 570, 627, 128 S. Ct. 2783, 2817 (2008).

It is beyond the scope of this memorandum to offer an opinion as to whether assault weapons of the type regulated under the Blair Holt Assault Weapons Ban are, or are not, the type of weapons that are within the scope of the individual right to keep and bear arms protected by the Second Amendment, but the test, to the extent articulated in Heller, is whether such firearms are the sort of weapons in common use at the time of the Bill of Rights. However, this does not literally refer to the kinds of weapons in existence in 1791, but rather to the types of small-arms weapons that were in common use at the time for defense of person and home by persons who would be called to the militia. To illustrate, there were no semi-automatic firearms of any kind in 1791, whether used by individuals or by the military, but the Heller court declared the District of Columbia’s prohibitions on handguns to be unconstitutional, including the ban on semi-automatic handguns.<sup>4</sup>

The type of firearms that are protected for individuals to keep and carry can be divined to a certain extent by considering what the Court said about weapons that are not protected by the Second Amendment:

*We therefore read Miller to say only that the Second Amendment does not protect those weapons not typically possessed by law-abiding citizens for lawful purposes, such as short-barreled shotguns. (Emphasis Added). Id., 54 U.S. at 625, 128 S.Ct. at 2815-16.*

The Court suggests, without holding, that weapons that are most useful for military service – M-16 rifles and the like – are not protected under the Second Amendment and are subject to being

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<sup>4</sup> The Court said that “[u]nder any of the standards of scrutiny that we have applied to enumerated constitutional rights, banning from the home ‘the most preferred firearm in the nation to ‘keep’ and use for protection of one’s home and family,’ (citation omitted), would fail constitutional muster.” Dist. of Columbia v. Heller, 554 U.S. 570, 627, 128 S. Ct. 2783, 2817 (2008).

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**Re: Assault Weapons under the Firearm Concealed Carry Act**

June 12, 2013

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regulated or prohibited. Dist. of Columbia v. Heller, 554 U.S. 570, 627, 128 S. Ct. 2783, 2817 (2008).

What Heller seems to be saying is that firearms that are typically possessed by law abiding citizens, weapons that are not unusual, and weapons that are not purely military in nature, enjoy protection under the Second Amendment. However, no case has drawn the line yet between the ordinary handguns, rifles and shotguns that are clearly within the Second Amendment protection announced by the Heller court, and the military, unusual and dangerous weapons that are clearly outside the Second Amendment. Furthermore, we know that police regulatory powers extend to some regulation of firearms, even protected firearms, but we don't know the test that will be applied to determine the validity of such police power regulations. As the Heller court said, since this was the first in-depth treatment of the Second Amendment by the Supreme Court, one should not expect that one decision to clarify the whole field of Second Amendment law. That is certainly true with respect to assault weapons as described in the Blair Holt Assault Weapons Ban which have yet to be the subject of a definitive judicial holding binding in the State of Illinois.

**Home Rule Options/Conclusion:**

HB 183 presents a choice for home rule municipalities. If a municipality wishes to regulate assault weapons, now or in the future, it should act no later than 10 days after the effective date of HB 183 to adopt an ordinance regulating assault weapons because we don't know whether this right will ever be restored to home rule municipalities.

As of June 11, the Governor has not signed HB 183. Consequently, municipalities will have at least until June 21 to act on an assault weapons ordinance. It is anticipated that HB 183 will become law no later than July 9, 2013, so the deadline for action will fall sometime on or before July 19, 2013. If need be, the village board or city council can schedule a special meeting on 48 hours notice so that such action can be taken within the statutory time frame.

Municipal options include: (1) taking no action and allowing the State of Illinois and/or the federal government to decide whether or not to regulate assault weapons, or (2) adopting an ordinance that regulates assault weapons. Under HB 183, such an ordinance may *“designate[] by either make or model or by a test or list of cosmetic features that cumulatively would place the firearm into a definition of “assault weapon.”*

With this memo we have provided 2 different ordinances to consider as possible models. The Cook County ordinance which is called the “Blair Holt Assault Weapons Ban”, and an ordinance adopted by the City of Denver. The adoption of either ordinance, or variations of either ordinance, would allow the adopting municipality to subsequently amend the ordinance as needed.