

AGENDA

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

May 19, 2014

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 — [May 5, 2014](#)
7. Receiving of Communications
8. Mayor's Report
 - A. 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 — [13-14-25](#)
 - B. Warrant Number — [14-15-01](#)
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
 - A. Consideration of a [Motion to Rescind Ordinance No. O-15-14](#) Amending Section 9-3-2 (Prohibited Parking) of Chapter 3 (Parking Restrictions) Title 9 (Traffic Regulations), of the Darien City Code
 - B. Consideration of a Motion to Approve [an Ordinance Amending Section 9-3-2 \(Prohibited Parking\) of Chapter 3 \(Parking Restrictions\) Title 9 \(Traffic Regulations\), of the Darien City Code](#)
16. Consent Agenda
 - A. Consideration of a Motion to Approve:
 - The [Project Home Children's Foundation 5K and 1 Mile Walk/Run](#), Sunday September 28, 2014 Beginning at 8:00 A.M. and The Police Department will not absorb Any Additional Costs for this Event. Temporary no Parking Signs will be Placed on 71st Street between Clarendon Hills Road and Bentley and that Road will be Closed During the Race
 - Use of the Right Half of the Following Streets for the [Project Home Children's Foundation 5K and 1 Mile Walk/Run](#) which Begins at the Northwest Corner of Darien Community Park and Proceed as Follows:
5K Run - 71st Street to Richmond Avenue; South on Richmond Avenue and Following Cherokee Drive to Darien Lane; North on Darien Lane and Following Timber Lane to Seminole Drive; North on Seminole Drive to 71st Street; West on 71st Street to Beechnut Lane to Hinsbrook Avenue; East on Hinsbrook Avenue to Wilmette Avenue; North on Wilmette Avenue to 69th Street; East on 69th Street to Bentley Avenue; South on Bentley Avenue to 71st Street; East on 71st Street to Northwest Corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at all Times; AND
1 Mile Walk – 71st Street to Richmond Avenue; North on Richmond Avenue to Maple Lane; East on Maple Lane to Bentley Avenue; South on

Bentley Avenue to 71st Street; East on 71st Street to Northwest corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at all times

- B. Consideration of a Motion to [Grant a Waiver of the Raffle License Bond Requirement for Our Lady of Peace Home and School Association](#)
 - C. Consideration of a Motion to Approve:
 - [The Annual Fourth of July Parade on Friday, July 4, 2014, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club and](#)
 - Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71st Street; East on 71st Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School
17. New Business
- A. Consideration of a Motion to Approve [an Ordinance Authorizing the Execution of a Certain Purchase and Sale Agreement \(Heritage Plaza Shopping Center and Former BP Property\)](#)
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
- A. Darien Historical Society Request
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 MAY 5, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:29 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

MAY 5, 2014

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: Sylvia McIvor

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

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

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

Tom and Carla Pantori, 7317 Brookbank, spoke against New Business Item A, and prefer parking law remains as is. Mayor Weaver and Alderman Beilke noted that the survey sent out by Municipal Services did not provide a clear consensus for a solution to the parking problems. Mayor Weaver explained that this item has been of concern for many years and several parking complaints have been received. The proposed ordinance would prohibit parking on Brookbank, Evans, and Elm during school hours and events. Residents would continue to be allowed to park on the street but must notify the Police Department of guest parking. Jennie Mangner of 7301 Evans spoke in favor of allowing parking on one side of the street versus no parking at all. Ms. Mangner spoke of a safety concern on Brookbank that she would like the city to address. She stated that Brookbank is being used as a driveway to and from school; the roadway is narrow; vehicles speed. She noted that two children were struck by cars. She requested the City focus on the safety issue and consider prohibiting the use of Brookbank as a driveway for the school and/or install speed bumps. Director Gombac advised that specific criteria must be met to install speed bumps. He will evaluate the situation and will meet with Ms. Mangner to discuss, review, and offer traffic calming methods. Dan and Terri Maddox of 7309 Brookbank spoke against the proposed ordinance and the requirement to call the police to allow guest parking. In order to be aware of when parking is prohibited, Mr. Maddox requested a high school event schedule be provided to residents. Alderman Marchese noted that school events are posted on their website; outside agency events would not be included in the school calendar. Mr. Maddox inquired how to handle a parking citation that is issued in error. Chief Brown assured Mr. Maddox that a review process is in place to handle those situations.

6. **APPROVAL OF MINUTES** - April 21, 2014 City Council Meeting

It was moved by Alderman Seifert and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of April 21, 2014 as presented.

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

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Marchese received a call from Lou Mallers, regarding the number of coyotes in his area. Assistant Administrator Coren advised that he did speak with Mr. Mallers and that a Coyote Educational Video may be viewed on the City's website.

Alderman Schauer received a call from Steve Sedlack of 7705 Baker Court regarding his increased property tax bill. Alderman Schauer explained that the 2012 tax bill included a onetime tax abatement that reduced the city property tax levy by approximately \$500,000. He noted that the City determined all funds levied were needed for operations and future capital projects such as road and sidewalk repair and storm water drainage projects. He added that residents will also notice an increase in their water bills due to increased costs from the City of Chicago for water. He invited residents to feel free to contact their Alderman or City Staff with any questions about their bills.

Alderman Kenny received communication from Jeff Prince of the 1400 block of 77th Street regarding the increase in the property tax bill to which he provided an explanation.

Mayor Weaver urged residents to review their tax bills, identify the line items and compare the City's taxes versus other taxing entities.

8. **MAYOR'S REPORT**

A. MAYORAL PROCLAMATION "ART WERNLI DAY" (MAY 5, 2014)

Mayor Weaver read into the record a proclamation declaring May 5, 2014 Art Wernli Day in the City of Darien and extended gratitude to him for his many years of dedicated service.

Art Wernli thanked Mayor Weaver and the Council for the recognition and the opportunity to serve.

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF DEPARTMENT HEADS: BRYON VANA, CITY ADMINISTRATOR; ERNEST BROWN, POLICE CHIEF; AND DANIEL GOMBAC, DIRECTOR OF MUNICIPAL SERVICES

It was moved by Alderman Marchese and seconded by Alderman Belczak to approve the reappointment of department heads: Bryon Vana, City Administrator; Ernest Brown, Police Chief; and Daniel Gombac, Director of Municipal Services

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

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

Clerk Ragona administered the Oath of Office to Bryon Vana, Ernest Brown, and Daniel Gombac.

9. **CITY CLERK'S REPORT**

Clerk Ragona invited all to Meet and Greet the Mayor on May 19, 2014 at 6:00 P.M. at City Hall in the upstairs conference room.

10. **CITY ADMINISTRATOR'S REPORT**

Assistant Administrator Coren provided an update on the Electric Aggregation Program and the on-going bid process. He noted that the market for the electric supply has changed greatly from two years ago. The bids received to date are very close to ComEd's rates, and in some cases are even higher. The deadline to accept a bid is May 15, 2014. Treasurer Coren clarified that the significant savings realized two years ago was due to ComEd's very high rates; those rates have been significantly reduced. Assistant Administrator Coren will keep the council and residents apprised.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...announced the concrete strike has been settled and the Concrete Replacement Program is back on track.

...advised that the DuPage County 75th Street construction project is approximately three weeks behind schedule; he continues to attend weekly meetings with the County.

...noted that he maintains contact with the local merchants affected by the County project to help their businesses during the construction.

Chief Brown...

...advised that the Lions Club has provided an alternate route for the 4th of July Parade as follows: staging will take place at Jewel; parade route will go north on Cass to 71st Street east to Clarendon Hills Road, and culminate at Hinsdale South High School. Parade Chairman Jeff Mikula advised that the route is the best option based on manpower, traffic

and construction. He added that the Lions Club will clean the parade route after the event.

Alderman Beilke questioned Chief Brown on burglaries targeting individuals. Chief Brown explained that there was an attempted burglary on Lyman and 75th Street; he believes it is not connected to the three in Woodridge and one in Westmont. A crime analysis is being conducted and he expects updated information to be available Thursday.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 13-14-24

It was moved by Alderman Seifert and seconded by Alderman Beilke to approve payment of Warrant Number 13-14-24 in the amount of \$100,982.43 from the enumerated funds; and \$235,486.56 from payroll funds for the period ending 04/17/14; for a total to be approved of \$336,468.99.

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

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Treasurer Coren provided a report on the April 30, 2014 Police Pension Board Meeting. He stated that he was pleased with the 1st quarter and calendar year overall investment performance.

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese advised the minutes of the March 24, 2014 Municipal Services Committee were submitted to the Clerk’s Office. He announced the next meeting is re-scheduled for Tuesday, May 27, 2014 at 6:30 P.M. in the Council Chambers.

Administrative/Finance Committee – Chairman Schauer announced that the next meeting of the Administrative/Finance Committee is scheduled for June 2, 2014 at 6:00 P.M. in the upstairs conference room.

Police Committee – Chief Brown announced the next meeting of the Police Committee is scheduled for May 19, 2014 at 6:00 P.M.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

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

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

- A. **ORDINANCE NO. O-13-14** **AN ORDINANCE AMENDING TITLE 5A CHAPTER 9, SECTION 5A-9-4-4, "SPECIAL USES," TO ADD MEDICAL CANNABIS CULTIVATION CENTERS AND DISPENSING ORGANIZATIONS THERETO**

- B. **A MOTION TO DIRECT STAFF TO PROCEED WITH A DESIGN AND BUILD PLAN AND COST ESTIMATES FOR THE DARIEN POINTE REDEVELOPMENT PARCEL LOCATED AT PLAINFIELD ROAD AND CASS AVENUE: A. CLOCK TOWER B. FOUNTAIN C. PARK LIKE THEME**

- C. **ORDINANCE NO. O-14-14** **AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID CITY**

- D. **RESOLUTION NO. R-67-14** **A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL SERVICES RELATED TO A CONTROLLED WETLAND MANAGEMENT BURN AT THE DALE ROAD BASIN IN AN AMOUNT NOT TO EXCEED \$6,000.00**

- E. **RESOLUTION NO. R-68-14** **A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE
COUNTY OF DUPAGE FOR MOWING ALONG
COUNTY ROAD AND RIGHT OF WAYS**

- F. RESOLUTION NO. R-69-14** **A RESOLUTION TO ADD QUANTITIES TO THE CURRENT CONTRACT FROM SUBURBAN CONCRETE INC. FOR APRON RESTORATIONS FOR THE 2014 DITCH MAINTENANCE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$65,000.00**
- G. RESOLUTION NO. R-70-14** **A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2014 INTERNATIONAL 7400 SFA 4X2, CAB AND CHASIS FROM RUSH TRUCK CENTER IN THE AMOUNT OF \$73,642.00**
- H. RESOLUTION NO. R-71-14** **A RESOLUTION TEMPORARILY WAIVING BUILDING PERMIT FEES TO ENCOURAGE HOME IMPROVEMENT, MAINTENANCE AND UPGRADE DURING THE 2014 CONSTRUCTION SEASON**
- I. RESOLUTION NO. R-72-14** **A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**
- J. RESOLUTION NO. R-73-14** **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CLASSIC FENCE, INC. IN AN AMOUNT NOT TO EXCEED \$20,810.00 FOR THE PURCHASE AND INSTALLATION OF HAND RAILS FOR THE CITY HALL AND THE NORTHERN ENTRANCE OF THE POLICE DEPARTMENT**
- K. RESOLUTION NO. R-74-14** **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MARTINO CONCRETE, INC. IN AN AMOUNT NOT TO EXCEED \$20,484.63 FOR THE REMOVAL AND REPLACEMENT OF SIDEWALK, STAIRS AND ADA RAMPS FOR THE CITY HALL AND THE NORTHERN ENTRANCE OF THE POLICE DEPARTMENT**
- L. RESOLUTION NO. R-75-14** **A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE AS IT RELATES TO THE CITY OWNED INFRASTRUCTRE AND CERTAIN**

MAINTENANCE RESPONSIBILITIES AS PART OF THE 75TH STREET DUPAGE COUNTY CONSTRUCTION PROJECT

M. RESOLUTION NO. R-76-14

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND MUSCAT PAINTING AND DECORATING INC. FOR THE 2014 FIRE HYDRANT PAINTING PHASE 2 IN AN AMOUNT NOT TO EXCEED \$36,435.00

N. RESOLUTION NO. R-77-14

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BEHM PAVEMENT MAINTENANCE, INC. IN AN AMOUNT NOT TO EXCEED \$111,090.00 FOR THE 2014 CRACK FILL PROGRAM

O. A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE A POLICE K9 VEHICLE IN AN AMOUNT NOT TO EXCEED \$27,164.10

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

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. NEW BUSINESS

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 9-3-2 (PROHIBITED PARKING) OF CHAPTER 3 (PARKING RESTRICTIONS) TITLE 9 (TRAFFIC REGULATIONS), OF THE DARIEN CITY CODE

It was moved by Alderman Marchese and seconded by Alderman Seifert to approve the ordinance as presented.

There was lengthy discussion about parking on Brookbank, which was to allow parking on the west side and prohibit parking on the east side of Brookbank; residents would be allowed to park on either side of the street.

MOTION TO AMEND

It was moved by Alderman Beilke and seconded by Alderman Belczak to amend the motion to reflect amending “B. Language to be added:”, first paragraph should read: “East side of Brookbank Road, between Janet Avenue and Elm Street, no high school or event parking any time.”

Mayor Weaver verified that the motion was to amend parking on Brookbank, to limit parking to west side only and that there were no other changes to the ordinance.

There was a call for the question on the amendment.

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

Results: Ayes 5, Nays 1, Absent 1

AMENDING MOTION CARRIED

There was a call for the question on the original motion.

ORDINANCE NO. O-15-14

AN ORDINANCE AMENDING SECTION 9-3-2 (PROHIBITED PARKING) OF CHAPTER 3 (PARKING RESTRICTIONS) TITLE 9 (TRAFFIC REGULATIONS), OF THE DARIEN CITY CODE

as amended.

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

Results: Ayes 5, Nays 1, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION OF A STORM SEWER AT 122, 126 AND 130 IRIS ROAD

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

RESOLUTION NO. R-78-14

A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION OF A STORM SEWER AT 122, 126 AND 130 IRIS

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

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderman Schauer announced the Darien Dash will take place on May 18, 2014. He reminded Hinsbrook area residents to check for street closures on the Darien Dash website at www.dariendash.com.

Alderman Marchese noted that Consent Agenda Item A might be confusing to residents. Mayor Weaver clarified that the City is required by State Law to create a regulatory ordinance to identify locations for medical cannabis cultivation and dispensing centers.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:41 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 05-05-14. Minutes of 05-05-14 CCM.

DRAFT

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
May 19, 2014**

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	\$43,602.20
Water Fund	\$350,145.04
Motor Fuel Tax Fund	\$3,596.26
Water Depreciation Fund	\$5,098.48
Debt Service Fund	
Capital Improvement Fund	\$21,918.96
Special Service Area Tax Fund	
Drug Seizures Fund	
Subtotal:	\$ 424,360.94
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General Fund Payroll	
Water Fund Payroll	
Subtotal:	\$ -
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Total to be Approved by City Council: \$ 424,360.94	

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 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	APRIL 2014 COMPUTER SERVICES	Consulting/Professional	3,995.00	4325
CHASE CARD SERVICES	CITY HALL CAMERA	Consulting/Professional	79.99	4325
CHASE CARD SERVICES	CONCRETE PROGRAM WIRELESS PRINTER	Consulting/Professional	79.99	4325
GENE'S TIRE SERVICE, INC.	TIRES PD 8 & GREEN EXPEDITION	Vehicle (Gas and Oil)	545.00	4273
KING CAR WASH	VEHICLE & SQUAD CAR WASHES	Vehicle (Gas and Oil)	16.50	4273
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)	66.29	4271
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	Utilities (Elec, Gas, Wtr, Sewer)	207.21	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	68.36	4253
SHELL	FUEL	Vehicle (Gas and Oil)	79.22	4273
STONE WHEEL, INC.	REPAIR PARTS FOR FLEET VEHICLES	Vehicle (Gas and Oil)	229.33	4273
TOM & JERRY TIRE AND SERVICE	TOW A-1 GREEN EXPEDITION TO PW SHOP	Vehicle (Gas and Oil)	90.00	4273
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	Telephone	1,347.34	4267
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	Vehicle (Gas and Oil)	135.89	4273
WILLOWBROOK FORD, INC.	REPAIRS & REPAIR PARTS FOR FLEET VEHICLES	Vehicle (Gas and Oil)	609.09	4273
Total Administration			7,699.70	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 4/22/2014 Through 4/22/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROSENTHAL, MURPHEY, COBLENTZ	APRIL 2014 LEGAL FEES	Liability Insurance	2,791.65	4219
		Total City Council	2,791.65	

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 4/22/2014 Through 4/22/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DON MORRIS ARCHITECTS P.C.	APRIL 2014 INSPECTIONS & PLAN REVIEW	Consulting/Professional	2,265.00	4325
DON MORRIS ARCHITECTS P.C.	APRIL 2014 INSPECTIONS & PLAN REVIEW	Const/Prof Reimbursable	1,545.00	4328
ROSENTHAL, MURPHEY, COBLENTZ	APRIL 2014 LEGAL FEES	Liability Insurance	<u>5,355.00</u>	4219
		Total Community Development	9,165.00	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A W AUTO SERVICE, INC.	SQUARE MOUNT TRAILER JACK FOR #307	Maintenance - Equipment	140.00	4225
ADVANTAGE CHEVROLET	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	80.52	4229
ALL-STAR MAINTENANCE	PINE PARKWAY MEDIAN MOWING	Consulting/Professional	32.50	4325
CHASE CARD SERVICES	REPLENISH I-PASS ACCOUNT	Travel/Meetings	40.00	4265
COM ED	STREET LIGHTS - ACCT 0267129091	Street Light Oper & Maint.	1,574.84	4359
COM ED	2510 ABBEY DRIVE - ACCT 0448008035	Street Light Oper & Maint.	291.78	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0269155053	Street Light Oper & Maint.	51.69	4359
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	1,025.15	4359
CULLIGAN	DRINKING WATER & FILTER RENTAL	Maintenance - Building	62.58	4223
DUPAGE COUNTY PUBLIC WORKS	MARCH 2014 WASTE WATER HAULING/DUMPING	Maintenance - Building	26.00	4223
FOSTER'S TRUCK REPAIR	SAFETY LANE	Maintenance - Vehicles	374.50	4229
FOSTER'S TRUCK REPAIR	SAFETY LANE	Maintenance - Vehicles	30.00	4229
GENE'S TIRE SERVICE, INC.	TIRES FOR FLEET VEHICLES	Maintenance - Vehicles	122.35	4229
INDUSTRIAL ELECTRICAL SUPPLY JIM KOWALSKI	FAN SWITCH MAILBOX REIMBURSEMENT - 3045 & 3050 GRANDVIEW	Maintenance - Building Supplies - Other	4.50 129.65	4223 4257
McMASTER-CARR SUPPLY CO.	PARKING BLOCK FOR 1710 PLAINFIELD	Maintenance - Building	73.81	4223
McMASTER-CARR SUPPLY CO.	STEREO CABLE FOR 1710 PLAINFIELD	Maintenance - Building	30.34	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
MID-TOWN PETROLEUM, INC.	TRANSMISSION FLUID & WINDSHIELD SOLVENT	Maintenance - Equipment	813.91	4225
PATTEN INDUSTRIES, INC.	TRANS LINES	Maintenance - Vehicles	111.78	4229
PM PRINTING INC.	2014 CONCRETE PROGRAM DOOR HANGERS	Supplies - Office	193.00	4253
RENDEL'S GMC, INC.	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	367.57	4229
RENDEL'S GMC, INC.	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	662.85	4229
RENDEL'S GMC, INC.	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	39.96	4229
RENDEL'S GMC, INC.	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	130.09	4229
RENDEL'S GMC, INC.	CREDIT FOR RETURN	Maintenance - Vehicles	(188.21)	4229
ROAD SAFE	20 BARRICADES	Supplies - Other	1,280.00	4257
SAFETY-KLEEN SYSTEMS, INC.	PICK UP OF USED OIL FILTERS	Maintenance - Equipment	153.28	4225
SEASON COMFORT, CORP.	EMERGENCY GAS VALVE INSTALLATION AT 1710 PLAINFIELD	Maintenance - Building	2,050.00	4223
SOUND INCORPORATED	COUNCIL CHAMBERS MICROPHONE SERVICE	Maintenance - Building	297.00	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	82.85	4223
VERMEER-ILLINOIS, INC	CHIPPER MANUAL & REPAIR PART	Maintenance - Equipment	369.08	4225
VERMEER-ILLINOIS, INC	SWITCH FOR CHIPPER #317	Maintenance - Equipment	22.39	4225
VICKI SCHULTZ	MAILBOX REIMBURSEMENT	Supplies - Other	65.00	4257
WEST SIDE EXCHANGE	PUMP & SEAL FOR CHIPPER #317	Maintenance - Vehicles	150.50	4229
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	516.47	4229

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/22/2014 Through 4/22/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WILLOWBROOK FORD, INC.	REPAIRS & REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	552.70	4229
		Total Public Works, Streets	11,760.43	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	65.62	4229
ADVANTAGE CHEVROLET	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	52.00	4229
BROWNELLS, INC.	MASTER SET SCREWDRIVER KIT	Investigation and Equipment	149.99	4217
BURR RIDGE VETERINARY CLINIC	STRAY DOG	Animal Control	10.00	4201
BURR RIDGE VETERINARY CLINIC	STRAY DOG	Animal Control	20.00	4201
BURR RIDGE VETERINARY CLINIC	STRAY DOG	Animal Control	20.00	4201
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	191.35	4229
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	10.42	4229
CHASE CARD SERVICES	15 PISTOL CASES	Investigation and Equipment	80.28	4217
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	70.50	4217
CHASE CARD SERVICES	BATTERIES	Investigation and Equipment	24.94	4217
CHASE CARD SERVICES	24 MEDICAL CASES FOR SQUADS	Liability Insurance	384.00	4219
CHASE CARD SERVICES	12 MEDICAL CASES FOR SQUADS	Liability Insurance	192.00	4219
CHASE CARD SERVICES	JANITORIAL SUPPLIES	Maintenance - Building	10.97	4223
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	53.35	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	21.74	4253
CHASE CARD SERVICES	DATA DISK FOR RENTKA	Supplies - Office	63.95	4253
CHASE CARD SERVICES	JANITORIAL SUPPLIES	Supplies - Office	14.87	4253
CHASE CARD SERVICES	COLOR RIBBON FOR I.D. MAKER	Supplies - Office	78.00	4253
CHASE CARD SERVICES	TONER SERGEANT FAX MACHINE	Supplies - Office	29.99	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	58.29	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	15.99	4253
CHASE CARD SERVICES	BLANK I.D. CARDS	Supplies - Office	28.58	4253
CHASE CARD SERVICES	WEBINAR FOR RECORDS	Training and Education	199.00	4263

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHASE CARD SERVICES	HOTEL FOR NORTON AT CONFERENCE	Travel/Meetings	304.64	4265
CHASE CARD SERVICES	HOTEL FOR RUMICK AT TRAINING	Travel/Meetings	308.00	4265
CHASE CARD SERVICES	COMMAND STAFF MEETING SUPPLIES	Travel/Meetings	8.31	4265
CHASE CARD SERVICES	HOTEL LOREK & HRUBY AT IDEOA CONFERENCE	Travel/Meetings	512.96	4265
CHASE CARD SERVICES	CITY INTERNET	Telephone	104.85	4267
COAST TO COAST SOLUTIONS	CHILDREN'S FINGERPRINT CARDS	Public Relations	495.00	4239
GALLS QUARTERMASTER	SERPA QUICK DISCONNECT KIT-ACCT 5141228	Uniforms	46.48	4269
GALLS/QUARTERMASTER	UNIFORM ALLOWANCE - LAUREN RENNER - ACCT 5141228	Uniforms	33.30	4269
GENE'S TIRE SERVICE, INC.	TIRES PD 8 & GREEN EXPEDITION	Maintenance - Vehicles	494.00	4229
HARALDSEN'S GARAGE & BODY HINSHAW & CULBERTSON LLP	REPAIR TO D9 MARCH 2014 ADMINISTRATIVE TOW JUDGE	Maintenance - Vehicles Liability Insurance	1,049.52 350.00	4229 4219
I.R.M.A.	APRIL 2014 DEDUCTIBLE	Liability Insurance	1,049.56	4219
JAMES A. TOPEL	UNIFORM ALLOWANCE	Uniforms	102.00	4269
JASON NORTON	UNIFORM ALLOWANCE	Uniforms	54.18	4269
KING CAR WASH	VEHICLE & SQUAD CAR WASHES	Maintenance - Vehicles	216.50	4229
LINDA S. PIECZYNSKI	APRIL 2014 PROSECUTION FEES	Liability Insurance	1,243.00	4219
NICOR GAS	1710 PLAINFIELD ROAD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	628.34	4271
ROSENTHAL, MURPHEY, COBLENTZ SHELL	APRIL 2014 LEGAL FEES FUEL	Liability Insurance Vehicle (Gas and Oil)	472.50 365.07	4219 4273

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/22/2014 Through 4/22/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
STONE WHEEL, INC.	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	86.11	4229
UNIVERSITY OF IL-GAR	DOUGLAS RUMICK - PATROL RIFLE INSTRUCTOR	Training and Education	420.00	4263
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	Telephone	798.21	4267
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	Maintenance - Vehicles	311.02	4229
		Total Police Department	11,299.38	

**CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 4/22/2014 Through 4/22/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Utilities (Elec,Gas,Wtr,Sewer)	26.25	4271
COM ED	7515 S. CASS, UNIT D - ACCT 7156797060	Utilities (Elec,Gas,Wtr,Sewer)	226.63	4271
COM ED	7515 S. CASS, UNIT 19 (AKA F) - ACCT 7156805021	Utilities (Elec,Gas,Wtr,Sewer)	23.33	4271
NICOR GAS	7515 S. CASS, UNIT D - ACCT 40-53-48-5251 8	Utilities (Elec,Gas,Wtr,Sewer)	609.83	4271
		Total Business District	886.04	
		Total General Fund	43,602.20	

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/22/2014 Through 4/22/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CATCHING FLUID POWER, INC.	HOSES FOR TRACTOR #406	Maintenance - Equipment	107.19	4225
CATCHING FLUID POWER, INC.	HOSES FOR TRACTOR #4	Maintenance - Equipment	107.19	4225
CHASE CARD SERVICES	REPAIR PARTS CHLORINE SYSTEM - PLANT 2	Maintenance - Water System	137.46	4231
COM ED	2103 75TH ST PUMP - ACCT 3118112014	Utilities (Elec,Gas,Wtr,Sewer)	949.38	4271
CULLIGAN	DRINKING WATER & FILTER RENTAL	Maintenance - Building	62.58	4223
DAS ENTERPRISES, INC.	SCRAPING MAIN BREAKS	Maintenance - Water System	2,370.00	4231
DAS ENTERPRISES, INC.	LANDSCAPE SCRAPINGS	Maintenance - Water System	1,856.50	4231
DUPAGE COUNTY PUBLIC WORKS	MARCH 2014 WASTE WATER HAULING/DUMPING	Maintenance - Building	26.00	4223
DUPAGE WATER COMMISSION	WATER COSTS	DuPage Water Commission	334,760.52	4340
E.F. HEIL LLC	MAINBREAK SPOILS	Maintenance - Water System	2,160.00	4231
FOSTER'S TRUCK REPAIR	SAFETY LANE	Maintenance - Equipment	104.50	4225
PATTEN INDUSTRIES, INC.	TIGER TOOTH & FLEX PIN FOR TRACTOR #406	Maintenance - Equipment	48.77	4225
PATTEN INDUSTRIES, INC.	PARTS FOR TRACTOR #406	Maintenance - Equipment	154.40	4225
SUBURBAN DOOR CHECK & LOCK SVC	LOCKS FOR PLANT #2 PUMPING STATION DOORS	Maintenance - Building	158.78	4223
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	720.50	4241
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	187.00	4241
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	Telephone	237.77	4267

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/22/2014 Through 4/22/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WATER RESOURCES, INC.	2-IN WATER METER FOR KEARNEY & NO LEAD BRASS FLANGE KITS	Water Meter Purchases	1,445.00	4880
ZIEBELL WATER SERVICE PRODUCTS	NO LEAD BRASS FITTINGS	Maintenance - Water System	2,589.60	4231
ZIEBELL WATER SERVICE PRODUCTS	NO LEAD BRASS FITTINGS	Maintenance - Water System	1,961.90	4231
		Total Public Works, Water	350,145.04	
		Total Water Fund	350,145.04	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 4/22/2014 Through 4/22/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
EJ USA, INC.	CURB INLET REHAP	Road Material	362.28	4245
KIEFT BROS., INC.	MISC MATERIALS FOR STREET RECONSTRUCTION JOBS	Road Material	258.79	4245
NORTH AMERICAN SALT CO.	SALT	Salt	<u>2,975.19</u>	4249
		Total MFT Expenses	<u>3,596.26</u>	
		Total Motor Fuel Tax	3,596.26	

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
UNDERGROUND PIPE & VALVE CO.	VALVE REPLACEMENT PARTS	Capital Improv-Infrastructure	2,524.00	4390
ZIEBELL WATER SERVICE PRODUCTS	VALVE REPLACEMENT PARTS	Capital Improv-Infrastructure	2,574.48	4390
		Total Depreciation Expenses	5,098.48	
		Total Water Depreciation Fund	5,098.48	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 4/22/2014 Through 4/22/2014

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHRISTOPHER B. BURKE ENG, LTD	ADDITIONAL ROAD PROGRAM MAPS & BUDGET MEETING DISPLAYS	Consulting/Professional	281.96	4325
HOMER TREE CARE, INC.	IRIS/68TH TREE REMOVALS FOR 2014 DITCH PROJECT	Ditch Projects	2,362.50	4376
HOMER TREE CARE, INC.	IRIS/68TH TREE REMOVALS FOR 2014 DITCH PROJECT	Ditch Projects	1,432.00	4376
HOMER TREE CARE, INC.	TREE REMOVAL ON CAPITAL FOR 2014 DITCH PROGRAM	Ditch Projects	727.50	4376
HOMER TREE CARE, INC.	CLEARING OLDFIELD ROAD ROW FOR 2014 DITCH PROGRAM	Ditch Projects	3,200.00	4376
ZIEBELL WATER SERVICE PRODUCTS	GAIL DITCH PROJECT	Ditch Projects	<u>13,915.00</u>	4376
		Total Capital Fund Expenditures	21,918.96	
		Total Capital Improvement Fund	21,918.96	
Report Total			<u><u>424,360.94</u></u>	

P.O. BOX 15123
WILMINGTON, DE
19850-5123

Payment Due Date: 05/24/14
New Balance: \$2,902.65
Minimum Payment: \$580.00

Account number: [REDACTED]

56598 BEX Z 12214 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044

\$ _____ Amount Enclosed
Make your check payable to: Chase Card Services



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



BUSINESS CARD STATEMENT



Customer Service:
1-800-275-0863



Mobile: Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Account Number: [REDACTED]

Previous Balance	\$1,831.36
Payment, Credits	-\$1,831.36
Purchases	+\$2,902.65
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$2,902.65
<hr/>	
Opening/Closing Date	04/03/14 - 05/02/14
Credit Limit	\$50,000
Available Credit	\$47,097
Cash Access Line	\$10,000
Available for Cash	\$10,000
<hr/>	
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION

New Balance	\$2,902.65
Payment Due Date	05/24/14
Minimum Payment Due	\$580.00

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.

FLEXIBLE REWARDS SUMMARY

Previous points balance	37,473
+ Points earned on purchases this period	2,903
= New total points balance	40,376

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/25	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE ([REDACTED]) INCLUDING PAYMENTS RECEIVED	-1,831.36
04/08	INDELCO PLASTICS CORPORAT 952-9255075 MN 02-50-4231 Repair Parts Chlorine System	137.46
04/11	IPASS AUTOREPLENISH #5400 800-824-7277 IL01-30-4265 Replenish Account DANIEL GOMBAC	40.00
	TRANSACTIONS THIS CYCLE ([REDACTED])	\$177.46
04/02	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective Internet Security	70.50
04/08	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	58.29
04/09	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	15.99
04/10	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA 01-40-4253 Blank E.D. Cards	28.58
04/11	FREDPRYOR CAREERTRACK 800-5563012 KS 01-40-4263 Dubiner for Records	199.00
04/10	WAL-MART #2215 DARIEN IL 01-40-4217 Batteries \$ 24.94	39.81
04/11	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA 01-40-4253 Janitorial Supplies \$14.87	
04/11	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA 01-40-4253 Color ribbon for 3D Printer	78.00
04/11	EASTLAND STES HOTEL & CON URBANA IL 01-40-4265 Hotel Rmick ab training	308.00
04/16	WAL-MART #2215 DARIEN IL 01-40-4265 Command Mfg. supplies	8.31
04/16	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Toner Sgt. Fax machine	29.99
04/17	MARRIOTT CONF CTR NORMAL NORMAL IL 01-40-4265 Hotel Norton Conference	304.64
04/17	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	21.74
04/17	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Data Disk - Retika	63.95
04/26	EMBASSY SUITES E PEORIA EAST PEORIA IL 01-40-4265 Korick & Hruby IDEA Conference	512.96



ACCOUNT ACTIVITY

(CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/02	COMCAST CHICAGO 800-COMCAST IL 01-40-4267 City Internet	104.85
04/30	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies CAROL KOPTA TRANSACTIONS THIS CYCLE (██████████) \$1,897.96	53.35
04/03	VANCO PACKAGING CORPOR AURORA IL 01-40-4219 (12) Medical Cases for Squads	192.00
04/04	PLANO RURAL KING PLANO IL 01-40-4217 (15) Pistol Cases	80.28
04/24	VANCO PACKAGING CORPOR AURORA IL 01-40-4219 24 Medical Cases for Squads JOHN COOPER TRANSACTIONS THIS CYCLE (██████████) \$656.28	384.00
04/03	BEST BUY MHT 00003160 DOWNERS GROVE IL 01-10-4325 SCOTT COREN TRANSACTIONS THIS CYCLE (██████████) \$159.98	159.98
04/25	WAL-MART #2215 DARIEN IL MARY BELMONTE TRANSACTIONS THIS CYCLE (██████████) \$10.97	10.97

Handwritten notes:
79.99 in Hall
79.99 Cell Camera
Concrete Program
Wireless Printer

2014 Totals Year-to-Date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

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
PURCHASES			
Purchases	13.24% (v)	-0-	-0-
CASH ADVANCES			
Cash Advances	19.24% (v)	-0-	-0-
BALANCE TRANSFERS			
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

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
May 19, 2014**

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		\$55,946.34
Water Fund		\$49,205.93
Motor Fuel Tax Fund		\$348.60
Water Depreciation Fund		
Debt Service Fund		\$36,750.00
Capital Improvement Fund		\$136,258.80
Special Service Area Tax Fund		
Drug Seizures Fund		
	Subtotal:	\$ 278,509.67
General Fund Payroll	05/01/14	\$ 229,489.58
Water Fund Payroll	05/01/14	\$ 17,890.18
	Subtotal:	\$ 247,379.76
Total to be Approved by City Council:		\$ 525,889.43

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 5/6/2014 Through 5/19/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BEST QUALITY CLEANING, INC.	MAY 2014 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
WEBQA INC.	WEB Q&A ANNUAL SOFTWARE BILLING	Consulting/Professional	1,296.00	4325
		Total Administration	2,478.00	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 5/6/2014 Through 5/19/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
MUNICIPAL CLERKS OF DUPAGE CO.	JOANNE E. RAGONA 2014-2015 MEMBERSHIP RENEWAL	Travel/Meetings	20.00	4265
		Total City Council	20.00	

**CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/6/2014 Through 5/19/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	PINE PARKWAY MOWING	Supplies - Other	32.50	4257
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	116.66	4219
CLARKE ENVIRONMENTAL MOSQUITO	MAY 2014 MOSQUITO ABATEMENT	Mosquito Abatement	10,221.75	4365
HOME DEPOT	SUPPLIES	Maintenance - Building	70.06	4223
HOME DEPOT	SUPPLIES	Supplies - Other	367.48	4257
LAWSON PRODUCTS INCORPORATED	MECHANIC MATERIALS	Maintenance - Equipment	377.59	4225
NORWALK TANK	REAR YARD PROJECT OFF 7348 EXNER/STEWART PIPE COLLAPSE	Drainage Projects	521.31	4374
R & R INDUSTRIES, INC.	SAFETY VESTS & GOGGLES	Liability Insurance	298.47	4219
R & R INDUSTRIES, INC.	SAFETY T-SHIRTS FOR PART TIME EMPLOYEES	Uniforms	529.20	4269
THE FIELDS ON CATON FARM, INC.	TREE PLANTING - 2422 ABBAY/MARKETPLACE AT DARIEN	Forestry	470.00	4350
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	71.08	4223
		Total Public Works, Streets	13,076.10	

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 5/6/2014 Through 5/19/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BROWNELLS, INC.	SCREWDRIVER BENCH BLOCK	Investigation and Equipment	62.92	4217
COAST TO COAST SOLUTIONS	MOOD PENCILS	Public Relations	310.05	4239
COLLEGE OF DU PAGE	JOSEPH PASTICK - BASIC LAW ENFORCEMENT	Training and Education	3,047.00	4263
EMERGENCY TELEPHONE SYSTEM	COUNTY RECORDS MANAGEMENT	Consulting/Professional	4,866.44	4325
F.I.A.T.	2014-2015 ANNUAL DUES	Dumeg/Fiat/Child Center	3,500.00	4337
MILES CHEVROLET	2014 CHEVROLET TAHOE PPV	Equipment	27,164.10	4815
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - DAVID MILAZZO	Uniforms	201.89	4269
RAY O'HERRON CO. INC.	JOSEPH PASTICK UNIFORM ALLOWANCE	Uniforms	61.00	4269
RAY O'HERRON CO. INC.	WILLIAM FOSTER UNIFORM ALLOWANCE	Uniforms	109.95	4269
RAY O'HERRON CO. INC.	MARINA LISKA UNIFORM ALLOWANCE	Uniforms	907.94	4269
RICK HELLMANN	UNIFORM ALLOWANCE	Uniforms	65.95	4269
WEST SUBURBAN DETECTIVES ASSN	2014 MEMBERSHIP DUES-FOSTER, BOZEK, CHEAURE, NORTON, GLOMB	Dues and Subscriptions	75.00	4213
			40,372.24	
			55,946.34	

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 5/6/2014 Through 5/19/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALMA TAN TORRES	REIMBURSEMENT FOR SPRINKLER REPAIR - 2013 MAIN BREAK	Maintenance - Water System	175.00	4231
BANK OF NEW YORK	LOAN ACCT: DARIENGO2012	Debt Retire-Water Refunding	42,062.50	4950
BANK OF NEW YORK	LOAN ACCT DARIEN06 - DARIEN GO WATER SER 2006	Debt Retire-Water Refunding	3,815.63	4950
BEST QUALITY CLEANING, INC.	MAY 2014 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	116.65	4219
HD SUPPLY WATERWORKS	VALVES FOR COLONIAL MANOR SERVICE	Maintenance - Water System	1,435.00	4231
HOME DEPOT	SUPPLIES	Maintenance - Building	111.05	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	283.78	4231
R & R INDUSTRIES, INC.	SAFETY VESTS & GOGGLES	Liability Insurance	298.47	4219
R & R INDUSTRIES, INC.	SAFETY T-SHIRTS FOR PART TIME EMPLOYEES	Uniforms	299.85	4269
		Total Public Works, Water	49,205.93	
		Total Water Fund	49,205.93	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 5/6/2014 Through 5/19/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORWALK TANK	REAR YARD PROJECT OFF 7348 EXNER/STEWART PIPE COLLAPSE	Supplies - Other	348.60	4257
		Total MFT Expenses	348.60	
		Total Motor Fuel Tax	348.60	

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 5/6/2014 Through 5/19/2014**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BANK OF NEW YORK	LOAN ACCFT DARGO08 - DARIEN GOB SER 08	Debt Retire - Property	31,128.13	4945
EJ USA, INC.	GIGI DITCH PROJECT	Ditch Projects	837.00	4376
ENVIRO-TEST & PERRY LABS	GIGI LANE PH SOIL TEST	Ditch Projects	14.50	4376
NORWALK SALES CO.	GAIL DITCH PROJECT	Ditch Projects	4,930.00	4376
NORWALK TANK	GAIL AVENUE DITCH PROJECT	Ditch Projects	3,920.00	4376
NORWALK TANK	GAIL AVENUE DITCH PROJECT	Ditch Projects	5,530.16	4376
NORWALK TANK	GIGI LANE DITCH PROJECT	Ditch Projects	476.00	4376
NORWALK TANK	YARD DRAIN OUTLET COUPLERS	Ditch Projects	170.24	4376
NORWALK TANK	GIGI LANE DITCH PROJECT	Ditch Projects	111.92	4376
SUBURBAN CONCRETE, INC.	WALK	Sidewalk Replacement Progr...	4,629.54	4380
SUBURBAN CONCRETE, INC.	RESIDENT REIMBURSEMENT	Residential Concrete Program	17,595.01	4381
SUBURBAN CONCRETE, INC.	PUBLIC WORKS PROJECTS	Curb & Gutter Replacement ...	101.60	4383
SUBURBAN CONCRETE, INC.	CURB	Curb & Gutter Replacement ...	66,814.70	4383
		Total Capital Fund Expenditures	136,258.80	
		Total Capital Improvement Fund	136,258.80	

CITY OF DARIEN
Expenditure Journal
Debt Service Fund
Debt Service Fund Expenditures
From 5/6/2014 Through 5/19/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BANK OF NEW YORK	LOAN ACCT DARIEN07B - DARIEN CITY OF, GO BDS SER 07B	Debt Service - Series 2007B	36,000.00	4951
THE BANK OF NEW YORK MELLON	GOB SERIES 2007B - ANNUAL PAYING AGENT FEE	Debt Service - Series 2007B	750.00	4951
		Total Debt Service Fund Expenditures	36,750.00	
		Total Debt Service Fund	36,750.00	
Report Total			278,509.67	

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

ORDINANCE NO. O-15-14

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

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

THIS 5th DAY OF MAY, 2014

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this 6th day
of May, 2014.**

ORDINANCE NO. O-15-14

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

**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: That Section 9-3-2 (Prohibited Parking) of Chapter 3 (Parking Restrictions),
Title 9 (Traffic Regulations) be amended as follows:

A. Language to be deleted:

Brookbank Road, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Evans Place, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

B. Language to be added:

East side of Brookbank Road, between Janet Avenue and Elm Street, no high school or event parking any time.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.

Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

SECTION 2: The City Municipal Services Department is hereby authorized and directed to post appropriate signs noting the restrictions set forth in Section 1 of this Ordinance.

ORDINANCE NO. O-15-14

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 of 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.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of May, 2014.

AYES: 5 – Beilke, Belczak, Kenny, Schauer, Seifert

NAYS: 1 – Marchese

ABSENT: 1 – McIvor

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of May, 2014.

Kathleen Moesle Weaver

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

Joanne E. Ragona

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

John B. Murphy

CITY ATTORNEY



AGENDA MEMO
CITY COUNCIL
MEETING DATE: May 19, 2014

Issue Statement

AN ORDINANCE AMENDING SECTION 9-3-2 (PROHIBITED PARKING) OF CHAPTER 3 (PARKING RESTRICTIONS) TITLE 9 (TRAFFIC REGULATIONS)

ORDINANCE

Discussion/Overview

At the May 5, 2014, Council meeting, the Council approved an ordinance changing the parking restrictions near Hinsdale South High School. The changes went from:

Deleting the following prohibited parking:

- Brookbank Road, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.
- Elm Street, north side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.
- Evans Place, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Adding the following prohibited parking on May 5, 2014:

- East side of Brookbank Road, between Janet Avenue and Elm Street, no high school or event parking any time.
- Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.
- Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

Based on the wording of the final approved ordinance, high school **and** event parking would now be allowed on the west side of Brookbank Road. Staff did not think that it was the intention of the Council to allow regular daily student parking on the west side of Brookbank. Attached is a revised ordinance that maintains no high school parking, but does allow event parking, on the west side of Brookbank,

Decision Mode

This item is placed on the 5-19-14 Council agenda for formal consideration.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

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

THIS 19th DAY OF MAY, 2014

Published in pamphlet form by authority of the Mayor and
City Council of the City of Darien, DuPage County, Illinois,
this _____ day of May, 2014.

**AN ORDINANCE AMENDING
SECTION 9-3-2 (PROHIBITED PARKING)
OF CHAPTER 3 (PARKING RESTRICTIONS)
TITLE 9 (TRAFFIC REGULATIONS),
OF THE DARIEN CITY CODE**

**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: That Section 9-3-2 (Prohibited Parking) of Chapter 3 (Parking Restrictions), Title 9 (Traffic Regulations) be amended as follows:

A. Language to be deleted:

Brookbank Road, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

Elm Street, north side, between Clarendon Hills Road and Eleanor Place between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. Monday through Friday.

Evans Place, 7300 block, on both sides of the street between the hours of eight o'clock (8:00) A.M. and four o'clock (4:00) P.M. on school days.

B. Language to be added:

East side of Brookbank Road, between Janet Avenue and Elm Street, no high school or event parking any time.

West side of Brookbank Road, between Janet Avenue and Elm Street, no high school parking

Elm Street, north side, between Clarendon Hills Road and Eleanor Place, no high school or event parking any time.

Evans Place, between Janet Avenue and Elm Street, on both sides of the street, no high school or event parking any time.

SECTION 2: The City Municipal Services Department is hereby authorized and directed to post appropriate signs noting the restrictions set forth in Section 1 of this Ordinance.

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 of 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.

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

ILLINOIS, this 19th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 19th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council Meeting
May 19, 2014

ISSUE STATEMENT

Consideration of a motion to approve:

- The *Project Home Children's Foundation 5K and 1Mile Walk/Run*, Sunday September 28, 2014 Beginning at 8:00 A.M and
The Police Department will not absorb Any Additional Costs for this Event. Temporary no Parking Signs will be Placed on 71st Street between Clarendon Hills Road and Bentley and that Road will be Closed During the Race.
- Use of the right half of the Following Streets for the *Project Home Children's Foundation 5K and 1Mile Walk/Run* which Begins at the Northwest Corner of Darien Community Park and Proceed as Follows:
5K Run - 71st Street to Richmond Avenue; South on Richmond Avenue and Following Cherokee Drive to Darien Lane; North on Darien Lane and Following Timber Lane to Seminole Drive; North on Seminole Drive to 71st Street; West on 71st Street to Beechnut Lane to Hinsbrook Avenue; East on Hinsbrook Avenue to Wilmette Avenue; North on Wilmette Avenue to 69th Street; East on 69th Street to Bentley Avenue; South on Bentley Avenue to 71st Street; East on 71st Street to Northwest Corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at all Times; AND
1 Mile Walk – 71st Street to Richmond Avenue; North on Richmond Avenue to Maple Lane; East on Maple Lane to Bentley Avenue; South on Bentley Avenue to 71st Street; East on 71st Street to Northwest corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at all times

BACKUP

BACKGROUND HISTORY

The Project Home Children's Foundation will be hosting a 5K and 1 Mile Walk/Run on Sunday, September 28, 2014 beginning at 8:00 A.M. This motion also gives authorization to the Chief of Police to finalize details for the 5K Walk/1 Mile Run with the Project Home Children's Foundation.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends that the City support the Project Home Children's Foundation through the partial closure of certain streets to facilitate the safety and efficient operation of the 5K and 1Mile Walk/Run.

ALTERNATE CONSIDERATION

Not approve the motion at this time.

DECISION MODE

This item will be on the May 19, 2014 City Council Agenda for formal consideration.



5/2/2014

We are writing to request permission to host a 5K and 1-mile run/walk this coming fall at Darien Community Park.

Host Organization: Project Home Children's Foundation

Contact Information: Kelly Chlada (President)

630-674-2710

projecthomecf@gmail.com

www.projecthomecf.org

Project Home Children's Foundation is a local 501c3 supporting adoptions, orphanages, education and programs for underprivileged children, including those with special needs.

Proposal:

5K and 1 mile run/walk

Date: Sunday September 28th, 2014

Starting Time 8:00 AM start time for 5K runners; 8:10 5K walkers/strollers; 8:20 for 1-mile runners

Ending time: 11:00 AM

Course Route(s) beginning at the northwest corner of Darien Community Park and proceeds as follows:

For 5K: 71st Street west to Richmond Avenue, south on Richmond Avenue and following Cherokee Drive to Darien Lane, north on Darien lane following Timber Lane, then north on Seminole Drive, west on Belair Drive, following east on Willow Lane, to Seminole Drive, north on Seminole Drive to 71st Street, east on 71st street to Richmond Avenue, north on Richmond to 69th Street, east on 69th street to Bentley Avenue, south on Bentley Avenue back to 71st street to end at the northwest corner of Darien Community Park.

For 1-mile run: west on 71st street to Richmond Avenue, north on Richmond Avenue to Maple Lane, east on Maple Lane to Bentley Avenue, south on Bentley back to 71st street to the end of the northwest corner of Darien Community Park.

We are requesting permission for partial road closures (right half of streets) needed for safety and efficient operation of this event. Project Home Children's Foundation will be responsible for the costs associated with the event. We have also secured a permit with the Darien Park District for this date.

AGENDA MEMO
CITY COUNCIL
MEETING DATE: MAY 19, 2014

Issue Statement

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

BACKUP

Background/History

Our Lady of Peace Home and School Association is requesting to have a monthly raffle during the 2014/2015 school year. They intend to hold a raffle on the first Friday of the month, first day of school, Christmas break, and the last day of school. The Home and School Assoc. applied for a raffle license and requested waiver of the bond requirement. The City has previously waived the bond requirement for Our Lady of Peace Home and School Association.

Staff/Committee Recommendation

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

Alternate Consideration

Not approve waiver of bond requirement.

Decision Mode

This item will be placed on the May 19, 2014 Council Agenda for formal consideration.

April 29, 2014

City Clerk of Darien – Joanne Ragona
1702 Plainfield Road
Darien, Illinois 60561

Dear Ms. Ragona,

My name is Colleen Rudolph and I am the treasurer for the Home & School Association (H SA) at Our Lady of Peace School in Darien.

I am enclosing an application for a Class B raffle license which we would like to hold during the 2014/2015 school year. **I am also requesting that the bond requirement be waived.** The "scope" of the raffle is detailed below.

- Each ticket will cost \$10. There will be a total payout of \$5,000.
- The drawings will be held on the first Friday of the month in the Our Lady of Peace School office.
- The school principal will pull one winning ticket each month (9 months) on Friday afternoons and witnessed by two other adults. The winning ticket will be noted and then put back in the barrel with a chance of winning again.
- The school secretary will send an email out to the H SA treasurer (who will write and mail the winning checks) and the church secretary (winners will be published in the weekly bulletin or on the Our Lady of Peace website).
- One monthly winner will receive \$100. There will be a total of 9 winning tickets pulled. In addition, there will be two winners who will receive \$550 each. These two tickets will be pulled on the first day of school and Christmas (break). One winning ticket will be pulled on the last day of school and will receive \$3,000.

If you have further questions, please call me at 630-963-0207.

Sincerely,



Colleen Rudolph
7113 Richmond Ave.
Darien, IL 60561

2014/2015 CRUSADER SWEEPSTAKES
\$10/ticket

One \$100 drawing will be held monthly during the 2014-2015 school year (9 months).
Two \$550 drawings will be held on: The First Day of School and Christmas.
One drawing will be held on The Last Day of School for \$3000.

All winning tickets will be returned to the bin giving you a total of 12 chances to win!
Drawings will begin on October 3, 2014. At that time, the winner from
The First Day of School, September, and October will be pulled.

After that date, all drawings will take place monthly.

Winners will be notified by mail.

THANK YOU FOR YOUR SUPPORT

Our Lady Of Peace School



CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: Our Lady of Peace

ADDRESS: 709 Plainfield Rd. Darien IL 60561

TELEPHONE NUMBER: 630-325-9220 FAX NUMBER: 630-325-1995

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
DuPage County - Darien, Downers Grove, Westmont, Woodridge, Hinsdale,
Burr Ridge, Willowbrook, Bolingbrook, + Clarendon Hills
Cook County - Chicago, Lemont

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
July - October 2013 through school registration + mailings

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
Monthly on the first Friday of the month + 3 "holidays"

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Our Lady of Peace School Office
709 Plainfield Rd. Darien, IL 60561

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


Residing Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
May 19, 2014

ISSUE STATEMENT

A. Consideration of a Motion to Approve:

- The Annual Fourth of July Parade on Friday, July 4, 2014, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club
- Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71st Street; East on 71st Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School

BACKUP

BACKGROUND HISTORY

The Darien Lions Club is sponsoring the annual Fourth of July Parade on Friday, July 4, 2014. The construction work on 75th Street has impacted the ability of the Darien Lions Club from using its normal parade route for 2014. In the best interest and safety of the Darien Community, the Darien Lions Club has been proposed the following Fourth of July Parade Route.

Proposed Parade Route (71st Street):

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just North of 75th Street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71st Street.
- Parade will go east on 71st Street to Clarendon Hills Road.
- Parade will go South on Clarendon Hills Road until its end point at Hinsdale South High School.

The Darien Lions Club is an independent charitable organization they will organize, register and insure parade participants; the City of Darien will allow them to temporarily use the public street and provide police assistance.

STAFF/COMMITTEE RECOMMENDATION

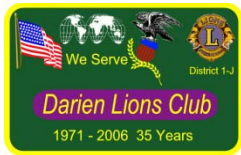
Staff recommends that the City Council support the Darien Lions Club through the temporary closure of the above listed streets to facilitate the safety and efficient operation of the Fourth of July Parade.

ALTERNATE CONSIDERATION

The alternate consideration would be to not approve the motion at this time.

DECISION MODE

This item will be placed on the May 19, 2014 Agenda for formal Council consideration and approval.



www.darionlions.org

DARIEN LIONS CLUB

District 1-J

1702 Plainfield Rd., Darien, IL 60561

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

May 12, 2014

Re: Independence Day Parade route

On behalf of the Darien Lions Club organization, I would like to request the temporary closure of streets for the Lions Clubs Fourth of July Parade and request assistance from the Darien Police Department with traffic control. As we all know, the construction work on 75th street has impacted the ability of the Darien Lions Club from using its normal parade route for 2014. A route must be selected that is in the best interest and safety of the Darien Community, while promoting the spirit of the holiday. It is for this reason that I am proposing the following Fourth of July Parade Route.

Proposed Parade Route (71st Street):

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just north of 75th street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71st street.
- Parade will go east on 71st Street up to Clarendon Hills Road.
- Parade will go south on Clarendon Hills Road until its end point at Hinsdale South High School.

The advantages for using the 71st Street Parade route.

- This route totally removes any impact caused by the street construction on 75th Street.
 - If construction timelines are delayed or streets are not passable in the construction area, the Fourth of July Parade will not be affected.
- Traffic control in the area is more manageable for the Darien Police Department by isolating the majority of the parade route to local streets, with limited impact of major thoroughfares.
- The 71st Street parade route gives the parade a home town affect by going through local Darien streets.
 - Other suburbs in the area also use local streets for their parades.
- The location of the end point of the parade (Hinsdale South High School) allows for easy pickup of the Parade participants.

Jeff Mikula
July 4th Parade Chairman

AGENDA MEMO

City Council

May 19, 2014

ISSUE STATEMENT

Approval of an ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN PURCHASE AND SALE AGREEMENT (HERITAGE PLAZA SHOPPING CENTER AND FORMER BP PROPERTY)

ORDINANCE

BACKGROUND/HISTORY

The City has previously received interest from a developer to purchase and develop the Heritage Plaza and former BP property currently owned by the City. The staff and developer have put together a [Purchase and Sale Agreement](#) (PSA) for consideration. The PSA includes an exhibit titled [Post Closing Development Agreement](#) (PCDA), which provide most of the detail regarding the development plans and schedule. Highlights of the PSA and PCDA include:

PSA

- Purchase price of \$1,200,000 and expense reimbursement to the city of \$117,660 to reimburse the city for the architect and engineer costs.
- Upon the execution of this Agreement, the city will make application for all zoning, subdivision and related municipal approvals to allow for the Property to be developed as a retail shopping center with a separate out lot which will be developed as a public use amenity site and conveyed to Seller pursuant to the parties' PSA
- Allows a 60 day due diligence review by the developer

PCDA

- Developer will construct development in accordance with the plans prepared by the city
- Developer will post a letter of credit guaranteeing the completion of the development.
- Developer will contribute up to \$50,000 for improvements to the public area at the SE corner of the development
- Developer will commence construction within 60 days of closing date
- Developer shall complete construction of the Project within one-hundred eighty (180) days from when Developer Commences Construction

The PSA and PCDA are included in the packet but left in mark-up format. I anticipate the possibility of a couple of minor cleanup items to be made to the agreement prior to the Council meeting which will be discussed Monday evening. Additionally, some of the exhibits are large and will be displayed at the meeting.

STAFF RECOMMENDATION

Approval of an ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN PURCHASE AND SALE AGREEMENT (HERITAGE PLAZA SHOPPING CENTER AND FORMER BP PROPERTY)

ALTERNATE CONSIDERATION

As directed by the council.

DECISION MODE

This item will be placed on the May 19, 2014, city council agenda for formal consideration.

Final Purchase and Sale Agreement

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A CERTAIN PURCHASE AND SALE AGREEMENT
(HERITAGE PLAZA SHOPPING CENTER AND FORMER BP PROPERTY)**

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

THIS 19th DAY OF MAY, 2014

**Published in pamphlet form by authority of the
Mayor and City Council of the City of Darien, DuPage
County, Illinois, this _____
day of May, 2014.**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
A CERTAIN PURCHASE AND SALE AGREEMENT
(HERITAGE PLAZA SHOPPING CENTER AND FORMER BP PROPERTY)**

WHEREAS, the City of Darien owns certain property on the east side of Cass Avenue between Plainfield Road and 75th Street, consisting of the former BP Gas Station and the Heritage Plaza Shopping Center (collectively, the “Subject Property”); and

WHEREAS, the Mayor and City Council have been actively engaged in efforts to redevelop the

Subject Property; and

WHEREAS, Darien Pointe LLC (“Purchaser”) has made an offer to purchase the Subject Property; and

WHEREAS, As part of its purchase offer, Purchaser has agreed to develop the Subject Property substantially in accordance with architectural and related plans developed by the City; and

WHEREAS, Purchaser has further agreed to participate with the City in developing the southwest portion of the Subject Property as a public use amenity parcel with a later reconveyance of that parcel to the City; and

WHEREAS, the Mayor and City Council have determined that selling the Subject Property to Purchaser for the redevelopment purposes as outlined above is reasonable and will further the City’s long-term planning and community development interests;

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: Approval. The City Council hereby approves of the Purchase and Sale Agreement between the City, the Seller, and Darien Pointe LLC, as Purchaser, substantially in the form of the Agreement attached hereto as [Exhibit 1](#) and made a part hereof.

SECTION 2: Notice to Tenants. The City Administrator is hereby authorized and directed to terminate all existing leases in connection with the Subject Property.

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

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

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

ILLINOIS, this 19th day of May, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 19th day of May, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into this 19th day of _____, May, 2014 (the “**Effective Date**”), by and between **THE CITY OF DARIEN**, a Municipal corporation (“**Seller**”), and _____, Darien Pointe, LLC, an Illinois limited liability company (“**Purchaser**”).

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Article 1 OVERVIEW OF THIS AGREEMENT

As set forth in detail hereinbelow, Seller owns two (2) properties on the east side of Cass Avenue south of 75th Street and north of Plainfield Road, more particularly described in Article 2 hereinbelow and referred to as the “**City Parcel**.”

Seller has developed comprehensive redevelopment plans for the City Parcel which include redevelopment of the majority thereof as a first-class retail facility along with a publicly-owned public use amenity area.

Purchaser is an experienced developer of commercial and residential property in DuPage and Cook Counties. ~~Purchaser is also the owner of the Colonial Manor Apartment complex located immediately east of the City Parcel. [TMPH]~~

Over the past several months, representatives of Seller and Purchaser have met in order to determine whether Purchaser may appropriately acquire and develop the City Parcel in a manner consistent with the Seller’s long-term plans and goals for said property.

Based upon these various meetings, the parties have concluded that Purchaser is ready, willing and able to develop the City Parcel substantially in accordance with various plans and standards developed by Seller and identified more particularly hereinbelow (the “**Development Plan**”).

Article 2 SALE AND PURCHASE

Seller is the owner of certain real property consisting of approximately 1.701 acres of land located at the northeast corner of Cass Avenue and Plainfield Road in the State of Illinois, County of DuPage, and City of Darien, as more particularly described in Exhibit A-1 attached hereto (the “**City Parcel**”).

Seller is also a party to a certain Property Exchange and Development Agreement dated as of April 21, 2014 (the “**Development Agreement**”), executed by Seller and State Bank of Countryside, not personally, but as Trustee under Trust Agreement dated February 21, 1992, and known as Trust No. 92-1126 (the “**Trust**”), pursuant to which, among other things, the Trust will convey to Seller prior to the Closing Date, a certain strip of real property consisting of approximately 0.062 acres in area and adjacent to the City Parcel, as more particularly described in Exhibit A-2 attached hereto (the “**Adjacent Parcel**”).

Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, upon the terms and conditions set forth herein, the City Parcel and the Adjacent Parcel (~~collectively, the “Land”~~), together with all improvements, rights and appurtenances thereto, including, without limitation, all of Seller’s right, title and interest in and to adjacent streets, alleys, rights-of-way, easements and any adjacent strips of real estate (the Land, together with all improvements, rights and appurtenances thereto being referred to herein collectively as the **“Property”**).

The Property is depicted ~~as Parcel 2 and Parcel 2a~~ on the Site Plan attached hereto as Exhibit BJM2. ~~T~~All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever except for the Permitted Encumbrances (hereinafter defined).

Article 3 PURCHASE PRICE AND EARNEST MONEY

3.01 Purchase Price. The price (**“Purchase Price”**) of the Property shall be One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00). The Purchase Price is payable in cash or immediately available funds at Closing, subject to closing adjustments.

3.02 Earnest Money. Within ten (10) days following the later of (a) the Effective Date, (b) Purchaser’s receipt of wiring instructions from the Title Company (as defined herein below) and (c) Purchaser’s receipt of a fully completed and executed W-9 for the Title Company), Purchaser shall deliver to the Title Company an earnest money deposit, in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00), to be held in accordance with the terms of this Agreement (the **“Earnest Money”**). The Title Company shall be Chicago Title Insurance Company and shall act as the escrow agent for the Closing (the **“Title Company”**). If Purchaser terminates this Agreement for cause as specified herein, the Earnest Money, together with any interest thereon, if applicable, shall be returned to Purchaser. If Purchaser completes this Agreement and purchases the Property, such Earnest Money, including interest, shall be applied by Seller towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement, without cause as specified herein, Seller shall be entitled to retain the Earnest Money as its sole damages under this Agreement.

3.03 Balance of Purchase Price. The balance of the Purchase Price shall be payable in cash or immediately available funds at the time of Closing, subject to closing adjustments.

3.04 Expense Reimbursement. In addition to the Purchase Price, at Closing, Purchaser shall reimburse Seller for the professional fees of Seller’s architect and engineers for services performed in connection with the development plan for the Property, such fees not to exceed One Hundred Seventeen Thousand Six Hundred Sixty and no/100 Dollars (\$117,660.00) (the **“Expense Reimbursement”**).

Article 4 TITLE AND SURVEY

4.01 Title Commitment and Reports. Within five (5) days from the Effective Date, Seller, at Seller’s sole cost and expense, shall deliver or cause to be delivered to Purchaser the following (**“Seller’s Deliverables”**):

- (a) A commitment (the **“Commitment”**) for an ALTA Owner’s Title Insurance Policy (**“Policy”**) covering the Property issued by the Title Company, setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other

matters affecting the Property, which shall commit to delete the standard printed exceptions.

- (b) A true, complete and legible copy of all documents referred to in the Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements (“**Title Documents**”).
- (c) Copies of any existing ALTA surveys of the Property (the “**Existing Surveys**”).
- (d) Soil reports and any compaction or drainage studies concerning the Property, to the extent available.
- (g) Copies of all documents in Seller’s possession or readily obtainable by Seller which pertain in any way to the Property, including, but not limited to the documents described in Section 5.04 hereof and any other plans, plats, surveys, title materials, consultant or other third party reports, environmental reports, correspondence or memoranda and specifically including all architectural and engineering plans prepared for Seller in connection with proposed development of the Property (~~“**Seller’s Development Plans**”~~^{TEMP21}).
- (h) Copies of all existing easement agreements, site development agreements, land use control documents and any other agreements affecting development of the Property including, but not limited to the Reciprocal Easement Agreement dated August 10, 2012 between JPMorgan Chase Bank, National Association (“**Chase Bank**”) and Seller (the “**REA**”).
- (i) Copies of zoning and entitlement documentation, including without limitation any planned unit development documentation.
- (j) Copies of all existing leases affecting any portion of the Property and any letters of intent or proposed leases for Property upon completion of development (collectively, the “**Leases**”).

4.02 Survey. Within thirty (30) days following the Effective Date, Seller, at Seller’s sole cost and expense, shall procure an ALTA survey of the Property (“**Survey**”), dated no earlier than the Effective Date and prepared by a licensed surveyor acceptable to Purchaser and Title Company.

4.03 Title Review. Purchaser shall have a period of sixty (60) days from the last to be delivered or received of the items set forth in Section 3.01 and Section 3.02, in which to review such items and to deliver to Seller in writing such objections as Purchaser may have to any of the items. Any items to which Purchaser does not object within such period shall be deemed to be permitted encumbrances (“**Permitted Encumbrances**”). If Purchaser timely objects to any matter contained in the Commitment, Title Documents or Survey (“**Title Objections**”) as hereinabove provided, Seller shall use reasonable efforts to cure such objections, give Purchaser notice thereof and deliver to Purchaser a revised Commitment and Survey reflecting such cure within ten (10) business days after Seller’s receipt of Purchaser’s notice (“**Title Cure Period**”). If Seller has not yet satisfied each of Purchaser’s stated Title Objections within the Title Cure Period, Seller shall notify Purchaser in writing (“**Seller’s Notice**”) of any of Purchaser’s Title Objections which Seller is unable to satisfy. Within ten (10) business days following receipt of Seller’s Notice, Purchaser shall elect either to (i) terminate this Agreement and be reimbursed the Earnest Money, and neither party shall have any further rights, duties or obligations hereunder, or (ii) purchase the Property subject to the Title Objections not so removed or

cured, in which event those Title Objections shall be deemed to be Permitted Encumbrances. Notwithstanding the foregoing, any lien which is disclosed in the Commitment shall not be the basis for objection by Purchaser but shall be released by Seller at or before Closing and shall not be a Permitted Encumbrance in the Title Policy or Deed (as those terms are hereinafter defined). ~~[JM4] prior to the Closing without the prior written consent of Purchaser.~~

4.04 Updated Commitment. If Purchaser elects not to terminate this Agreement in accordance with Section 3.03 above, Seller, upon request of Purchaser, shall cause Title Company to reissue from time to time the Commitment prior to Closing. Purchaser shall have the right to object to any new exceptions other than the Permitted Encumbrances shown on any updated Commitment. If Seller fails to cure such items, Purchaser shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection. The time periods for objecting to and curing the additional exceptions and for terminating this Agreement shall be the same as those set forth in Section 3.03 above, commencing with the date Purchaser receives the updated Commitment, and, if necessary, the Closing Date shall be extended for such purposes.

Article 5

INSPECTION AND GOVERNMENTAL APPROVALS

5.01 Inspection Period. At Purchaser's sole cost and expense, Purchaser shall have a period of sixty (60) days from the date Purchaser receives all of Seller's Deliverables ("**Inspection Period**") in which to (a) conduct soil, engineering, environmental and other tests with regard to the Property and to investigate the availability of utilities, governmental requirements applicable to the Property and Purchaser's intended use thereof, the availability of all necessary permits and licenses, and determine the desirability and utility of the Property for Purchaser's intended use, (b) procure and approve the exhibits to the REA, and (c) obtain any and all governmental, regulatory and third party approvals required to permit Purchaser's proposed use, development and construction, including without limitation, a building permit and a permit to construct and install Purchaser's proposed signage on the improvements. Purchaser hereby agrees to indemnify and hold Seller harmless from any and all liabilities or obligations incurred as a result of such access to the Property. Notwithstanding that Purchaser will perform its own inspection and investigation of the Property, Seller agrees to provide Purchaser with copies of any reports in Seller's possession affecting the Property, including, without limitation, any soils and/or environmental reports. Purchaser and Purchaser's agents are hereby given permission to enter the Property during the Inspection Period for the purposes of conducting such tests, investigations and inspections.

5.02 Seller's Cooperation. Seller agrees to reasonably cooperate with Purchaser and throughout the approval process to ensure that Purchaser is not delayed in securing the approvals and permits for its intended development. In the event Seller is solely responsible for delays encountered by Purchaser in securing any governmental approvals or permits, Seller agrees to extend the Inspection Period for a period of time which is equivalent to any such delay. Seller shall waive all fees payable to the City of Darien in connection with the application for or obtaining of any approvals or permits for Purchaser's development of the Property including without limitation all City demolition or building permits, inspection and occupancy fees, except to the extent the City of Darien retains third party experts such as inspectors. For such inspection costs, Purchaser will reimburse the City of Darien on a dollar-for-dollar basis with no upcharge.

5.03 Municipal Approvals; Subdivision.

- (a) Promptly upon the execution of this Agreement, Seller will make application for all zoning, subdivision and related municipal approvals to allow for the Property to

be developed as a retail shopping center with a separate outlot which will be developed as a public use amenity site and conveyed to Seller pursuant to the parties' Post-Closing Agreement identified hereinbelow in Article 7 Section _____.
Seller will complete this approval process during the Inspection Period.

~~(b) The parties agree to cause the Property to be subdivided substantially in accordance with Exhibit _____ attached hereto and made a part hereof.~~

(be) At such time as Purchaser's option to terminate the Agreement pursuant to Section 5.5 has expired or has been waived by Purchaser, ~~has completed or waived the Inspection Period set forth in Section _____~~, Seller's City Council will adopt such ordinances as are necessary to approve the sSubdivision and accompanying pPlat of sSubdivision, and grant such zoning relief as is necessary in order to implement the parties "Development Plan" for the Property ~~Development Plan (collectively, the "Approval Documents Ordinances")~~.

5.04 "Development Plan" Defined. For purposes of this Agreement, the term "Development Plan" means the following:

(a) The Site Plan, ~~prepared by _____ and revised as of _____, 2014.~~

(b) Architectural renderings prepared by Shive Hattery, consisting of one (1) sheet identified as "Darien Heritage Plaza/Northeast corner of South Cass Avenue and Plainfield Road, Darien, Illinois," dated as of 5-13-14 (one (1) sheet) on file with the Seller's City Clerk, ~~_____ and revised as of _____, 2014.~~

(c) ~~Landscap~~ Landscap ~~Plan prepared by _____ and revised as of _____, 2014.~~

~~(d) Clock Tower construction specifications and details prepared by _____ dated _____, 2014.~~

~~(e) Architectural plans prepared by Shive Hattery _____, and revised as of 5-13-14 _____, 2014. Other.~~

~~(d) Engineering plans prepared by _____, and revised as of _____, 2014.~~

5.05 Purchaser's Option to Terminate. If Purchaser determines in its sole and absolute discretion that the Property is not suitable for Purchaser's intended use, or if Purchaser is not successful in obtaining the governmental, regulatory or third party approvals or permits necessary for Purchaser's proposed use of, development of and construction on the Property within the time periods specified above, Purchaser shall have the right either to (A) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, in which event the Earnest Money and all interest earned thereon, if applicable, shall be returned to Purchaser and neither party shall have any further rights or obligations to the other hereunder, except Purchaser's obligations to promptly repair and restore all damage to the Property and indemnify and hold Seller harmless from and against all losses, claims, costs, damages and liabilities arising out of or in connection with any entry upon the Property by Purchaser and its agents, servants, employees and contractors, or (B) waive the requirements and/or contingencies

regarding such inspection or governmental, regulatory and third party approvals and permits and proceed with this Agreement, in which event the Closing shall occur on or before thirty (30) days following such waiver, provided Purchaser has satisfied its contingencies contained in Article 8.

Article 6 EXISTING TENANCIES

~~(a)6.01~~ Attached hereto as Exhibit C, is a list of current tenants currently occupying space at the City Parcel. Seller represents that there are no written leases for any such tenancies, and all tenants are currently operating on month-to-month oral leases.

~~6.02~~ Promptly upon the execution of this Agreement, Seller will issue a notice to terminate all tenancies upon thirty (30) days from the date of notice.

~~6.03~~ In the event (a) any such tenants remain on a leased premises, and (b) the parties have not closed on the sale of the Property, then Seller shall take all actions reasonably necessary (including, but not limited to filing suit to evict such tenants). In the event such litigation is filed by the City but not resolved as of the date of closing, then the parties will pursue such litigation in accordance with Section 6 of the Post-Closing Development Agreement.

~~(b)6.02~~ As to those tenancies whose use is not prohibited pursuant to Section of the parties' Post-Closing Development Agreement (Exhibit hereto), Seller authorizes Purchaser to contact said tenants for purposes of determining potential lease interest for the new development. At such time as Purchaser's inspection time the Inspection Period has either expired or been waived by Purchaser, Purchaser may direct Seller to issue termination notice of said leases, and the Seller will promptly do so.

~~(c)6.02~~ As to those tenancies where the tenant's land use is identified as a prohibited use pursuant to Section of the Post-Closing Agreement, Seller will issue a notice to terminate such tenancies promptly upon the execution of this Agreement. As to such prohibited use tenancies, Seller shall be solely responsible for any and all costs associated with removing said tenants from the leased premises, including any litigation costs.

~~(d)6.04~~ As to those tenancies whose use are not prohibited under the Post-Closing Agreement, Purchaser will be solely responsible for any and all actions to remove said tenants from their respective leasehold premises after Closing.

Article 7 POST-CLOSING DEVELOPMENT AGREEMENT

~~At Closing, the parties agree to execute, deliver and cause to be recorded a "Post-Closing Development Agreement"~~ substantially in the form of Exhibit D attached hereto and made a part hereof.

Article 8 SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

8.01. Seller hereby represents and warrants to, and covenants with, Purchaser that to the best of Seller's knowledge, but without a duty to investigate:

(a) On TMP51 the Closing Date, Seller shall convey the Property to Purchaser by General Warranty Deed (the "**Deed**") and provide the Policy insuring good and marketable

indefeasible title in fee simple to the Property in Purchaser in accordance with the terms and conditions of this Agreement;

(b) There are no actions, suits, claims, assessments or proceedings pending or, to the knowledge of Seller, threatened which, if adversely determined, could individually or in the aggregate have an adverse effect on title to, or the use and enjoyment or value of, the Property or any part thereof, or which could in any way interfere with the consummation of the transactions contemplated by this Agreement;

(c) Seller has received no notice of any condemnation or eminent domain proceedings, nor entered into negotiations for the sale of any of the Property in lieu of condemnation and, to the best of Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Property or any part thereof;

(d) There are municipal utilities available to the Property (water, sanitary sewer, storm sewer) with sufficient capacity to accommodate Purchaser's contemplated improvements to the Property. ~~The City utilities are in the location identified on Exhibit C;~~

(e) At Closing, there will be no unpaid bills or claims in connection with any work by or on behalf of Seller on the Property;

(f) Except for the REA or as otherwise disclosed in or pursuant to this Agreement, there are no agreements, including leases, affecting the Property or which will be binding on Purchaser as the owner of the Property;

(g) Seller has validly executed this Agreement and the same constitutes the binding obligation of Seller. Seller's corporate authorities have adopted an ordinance approving this Agreement [JM6] No use of the Property is being made, and, to the best of Seller's knowledge, no use of the Property has been made which would require the issuance of a permit covering the discharge of pollutant into any waters of the State of Illinois or waters of the United States;

(h) The Property is not now being, and, to the best of Seller's knowledge, never has been used for the treatment, collection, storage or disposal of any refuse or objectionable wastes so as to require a permit or approval required by the state or county with jurisdiction over the Property;

(i) Except as otherwise disclosed in the Seller's Deliverables, the Property is not now being, and, to the best of Seller's knowledge, never has been, used for the generation, transportation, treatment, storage or disposal of any hazardous waste subject to regulation under state or federal law;

(j) No portion of the Property is located on or over a "sanitary landfill" or an "open dump" within the meaning of the Resource Conservation and Recovery Act (43 U.S.C. 6941 et seq.);

(k) There are no current and, to the best of Seller's knowledge, there have been no past releases or substantial threats of a release of a hazardous substance, pollutant, or contaminant from or onto the Property that are or may be subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 6901 et seq.) or an action under Illinois law, or that may make the owner of the Property liable in tort under a common law public or private nuisance action;

(l) Seller will not do anything or knowingly permit anything to be done during the term of this Agreement that will result in the creation of any easements, restrictions or rights-of-way which might adversely affect Purchaser's use of the Property; and

(m) Seller has not received any uncured notices, demands or deficiency comments from any state, municipal or county government or any agency thereof or any third party with regard to the Property, including without limitation any notices of any violations of any ordinances.

8.02. The above representations, warranties and covenants shall be true and correct on the Closing Date and shall survive the Closing for a period of one (1) year after Purchaser obtains a Certificate of Occupancy for the Property. The obligation of Purchaser to close this transaction is expressly conditioned upon these representations, warranties and covenants being true and correct on the Closing Date.

Article 9 COMMISSIONS

Each party hereby warrants and covenants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale of the Property and that no real estate commissions, finders' fees or brokers' fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby. Seller hereby agrees to defend, indemnify and hold harmless Purchaser, and Purchaser hereby agrees to defend, indemnify and hold harmless Seller, from and against any claims by other third parties for brokerage commission, finder's fees, or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys' fees or other costs or expenses arising therefrom and alleged to be due by authorization of the indemnifying party.

Article 10 CONDEMNATION

In the event of a taking by condemnation or similar proceedings or actions, of only a portion of the Property, which Purchaser believes, in its sole discretion, is not material to the use of the remainder, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall assign or pay to Purchaser at Closing, Seller's interest in and to any condemnation awards or proceeds arising from any such proceedings or actions pertaining to the portion of the land taken in lieu thereof. In the event of a taking by condemnation or similar proceedings or actions, of all of the Land, or any portion of the Property which Purchaser believes, in its sole discretion, is material to the use of the remainder, Purchaser shall have the option to give notice to Seller to terminate this Agreement, and neither Purchaser nor Seller shall have any further rights or obligations hereunder. If Purchaser does not exercise its option to so terminate this Agreement, then the Agreement shall remain in full force and effect and Seller shall assign or pay to Purchaser, at Closing, Seller's interest in and to any and all condemnation awards or proceeds arising from any such proceedings or actions pertaining to the portion of the land taken in lieu thereof. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Purchaser notice of any pending or threatened condemnation or similar proceedings or actions in lieu thereof which may arise in connection with all or any part of the Property.

Article 11-8 ~~PURCHASER'S CONTINGENCIES AND CONDITIONS TO CLOSING~~

~~The following contingencies are conditions precedent to Purchaser's obligations under this Agreement and shall be removed or satisfied, to Purchaser's sole and absolute satisfaction, prior to the~~

Closing:

~~(a) Written approval by Purchaser of the exhibits to the REA [IM7] [IDM8] [TMP9]~~

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Article 12
CLOSING

112.01 Time and Place of Closing. The closing (“Closing”) of the sale of the Property by Seller to Purchaser shall occur on or before thirty (30) days after the end of the Inspection Period, provided that the conditions set forth in Article 8 of this Agreement has been satisfied or waived by Purchaser, unless extended by agreement of Purchaser and Seller. The exact date of Closing (“Closing Date”) shall be mutually acceptable to Seller and Purchaser. The Closing shall occur in the downtown Chicago office of the Title Company.

112.02 Purchaser’s Obligations. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following:

- (a) The Purchase Price and the Expense Reimbursement, less the Earnest Money and the prorations set forth in Section 9.04 below;
- (b) Evidence satisfactory to Seller and Title Company that the person or persons executing the Closing documents on behalf of Purchaser have full right, power and authority to do so;
- (c) A duly executed Post Closing Development Agreement substantially in the form of Exhibit D attached hereto.
- (d) A settlement statement;
- (e) Such other instruments as are necessary to effectuate the conveyance of the Property.

112.03 Seller’s Obligations. At the Closing, Seller, at Seller’s sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

- (a) The Deed, fully executed and acknowledged by Seller, conveying the Property to Purchaser, subject only to the Permitted Encumbrances;
- (b) The Policy in the amount of the Purchase Price issued by the Title Company (with such reinsurance as Purchaser may require), insuring that Purchaser is the owner of the Property and insuring Purchaser’s rights under the REA, subject only to any Permitted Encumbrances, and deleting the standard printed exceptions;
- (c) Evidence satisfactory to Purchaser and Title Company that the person or persons executing the Closing documents on behalf of Seller have full right, power and authority to do so, that Seller is validly existing and in good standing, and that the sale of the Property and grant of ~~the~~ any necessary easement-s to Purchaser has been properly authorized;
- (d) An assignment of all of Seller’s right, title and interest in and to any

contracts and agreements with any governmental entity, agency or authority or utility company or district (but only to the extent such items relate to the Property and Purchaser has notified Seller in writing of its desire to obtain an assignment thereof);

- (e) All original architectural and engineering plans, specifications, and other documents related to the proposed development of the Project, together with an assignment of all of Seller's right title and interest in and to any such original plans and specifications including the consent of the party that prepared such plans and specifications;
- (f) A Seller's/Title Affidavit in a form acceptable to Title Company and Purchaser;
- (g) A settlement statement;
- (h) ~~;~~A duly executed Post-Closing Agreement substantially in the form of Exhibit D attached hereto.
- (i) All original Leases together with an assignment of all of Seller's right, title and interest in and to the Leases and any security deposits related thereto;
~~and~~[\[JM10\]](#) [\[TMP11\]](#)
- (j) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property: ~~and-~~
- (k) [The Approval Documents](#)~~[Ordinances and Plat of Subdivision](#)~~

112.04 Adjustments and Prorations. The Property is exempt from real estate tax and accordingly the parties acknowledge and agree that there will be no proration or adjustment for real estate taxes. Seller[\[JM12\]](#) [\[TMP13\]](#) shall provide a credit to Purchaser at closing equal to one hundred percent (100%) of any security deposits held and retained by lender in connection with the Leases.

112.05 Closing Costs - Seller. Seller shall pay for (i) the Policy, including the endorsements, (ii) Seller's own attorneys' fees, (iii) one-half of the escrow service fee for the Title Company, (iv) recording costs for releasing any liens affecting the Property and for the recording of the Termination Agreement, and for curing any other objectionable matters affecting title to the Property pursuant to Article 3, (v) any transfer or conveyance tax[\[JM14\]](#) [\(if any\)](#)[\[TMP15\]](#), and (vi) such other incidental expenses as are customarily borne by sellers of property in the county where the Property is located.

112.06 Closing Costs - Purchaser. Purchaser shall pay for (i) one-half of the escrow service fee for the Title Company, (ii) Purchaser's own attorneys' fees, (iii) the recording of the Deed, and (iv) such other incidental expenses as are customarily borne by purchasers of property in the county where the Property is located.

112.07 Possession. Upon the completion of the Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all parties in possession and tenancies of every kind.

123.01 Purchaser's Default. If Purchaser fails or refuses to consummate the purchase of the Property pursuant to this Agreement for any reason other than (i) termination hereof pursuant to a right granted to Purchaser to do so, or (ii) breach by Seller of its representations, warranties or agreements hereunder, then Seller, as Seller's sole remedy, Seller hereby waiving all other remedies, shall have the right to retain the Earnest Money and to terminate this Agreement by giving Purchaser written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder.

123.02 Seller's Default. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to Seller to do so, or if any of Seller's representations or warranties made hereunder should be false or misleading in any material respect, Purchaser may (a) terminate this Agreement by notifying Seller thereof, in which case the Earnest Money shall be returned to Purchaser and Seller shall pay Purchaser its actual costs incurred in performing its due diligence under this Agreement, or (b) be returned its Earnest Money, and proceed to exercise any and all remedies available to it at law or at equity, including the right of specific performance of the obligations of Seller hereunder.

123.03 Termination Pursuant to Agreement. If Purchaser terminates this Agreement pursuant to a right granted to Purchaser hereunder to do so, then the Earnest Money shall be returned to Purchaser and neither party hereto shall have any further rights, duties or obligations hereunder.

Article 134 **MISCELLANEOUS**

134.01 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns.

134.02 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY ILLINOIS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

134.03 Entire Agreement. This Agreement is the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

134.04 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the provisions of Section 11.11 hereof shall survive the Closing or any termination of this Agreement.

134.05 Intentionally Omitted.

134.06 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

134.07 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

134.08 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

134.09 Waiver of Conditions by Purchaser. Notwithstanding any provision of this Agreement, Purchaser may, at its sole option, waive any provision that is a condition to its performance hereunder.

134.10 Time is of the Essence. Time is of the essence with respect to this Agreement.

134.11 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

134.12 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). For purposes of notice, the addresses of the parties shall be as follows:

Seller: City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Administrator

With copies to: Rosenthal, Murphey, Coblentz & Donahue
30 North LaSalle Street, Suite 1624
Chicago, Illinois 60602
Attn: John B. Murphey

Purchaser: _____ Darien Pointe, LLC
7000 Adams Street
Willowbrook, Illinois 60527
Attn: Edward F. Paliatka

With copies to: Crowley Barrett & Karaba, Ltd.
20 South Clark Street, Suite 2310
Chicago, Illinois 60603

Attn: Tonya M. Parravano

Either party may change its address by notice to the other party.

134.13 Business Days and Holidays. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Illinois (“**Bank Holiday**”), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term “**business day**” means any weekday which is not a Bank Holiday.

134.14 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

134.15 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

Article 145
WAIVER OF JURY TRIAL

PURCHASER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR PERMISSIVE COUNTERCLAIM INVOLVING ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PURCHASE AND SALE AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date written above.

PURCHASER:

SELLER:

_____, **DARIEN POINTE, LLC,**
Municipal
an Illinois limited liability company

CITY OF DARIEN, a

corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENTS:

- Exhibit A-1. . Legal Description of the City Parcel
- Exhibit A-2. . Legal Description of the Adjacent Parcel
- Exhibit B . . . Site Plan
- Exhibit C. . . Existing Tenancies~~Location of City Utilities on the Land~~
- Exhibit D. . . Post-Closing Development Agreement

EXHIBIT A-1

LEGAL DESCRIPTION OF THE CITY PARCEL

THE WEST 175 FEET OF LOT 4 IN BROOKHAVEN PLAZA, A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1959 AS DOCUMENT 932271, IN DU PAGE COUNTY, ILLINOIS.

PIN NOS. 09-27-300-002; 09-27-300-003

LOT 2 IN BROOKHAVEN PLAZA, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD (EXCEPTING THE EAST 1 ACRE OF THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, LYING NORTH OF THE CENTER LINE OF PLAINFIELD ROAD, AS DESCRIBED IN QUIT CLAIM DEED TO CONRAD BUCHMAN, RECORDED OCTOBER 11, 1893 AS DOC. 535634) ACCORDING TO THE PLAT THEREOF RECORDED JULY 21, 1929 AS DOCUMENT 932271, IN DUPAGE COUNTY, ILLINOIS.

PIN NO. 09-27-300-013

EXHIBIT A-2

LEGAL DESCRIPTION OF THE ADJACENT PARCEL

EXHIBIT B

SITE PLAN

EXHIBIT C

EXISTING TENANCIES

-

-
Unit No. Business Name

A Heritage Liquors

-
G

-
H Jim's Meats

-
I Jim's Fine Coin

-
J Darien VFW

-
Laundromat

-
LOCATION OF CITY UTILITIES

-
SEE ATTACHED

[TMP1] It must be a separate entity. If we need a recital connecting the dots for the City Council, then we can come up with the appropriate language. Although Mr. Paliatka is the principal of the entity, it must be a new SPE for several reasons.

[JM2] Need to review the exhibits in their entirety

[TMP3] This term may not be necessary. See Section 5.04. Perhaps duplication or redundancy?

[JM4] This on; I affected the former Shell station purchased by Chase. The Termination Agreement has been recorded.

[TMP5] Correct numbering. 8.01, 8.02, etc?

[JM6] I believe this is Chase-only language

[JM7] Shouldn't this be folded into Purchaser's

[JBM8] I don't think we need anything on this. I am not sure why I put this in; it may be holdover Chase language. But if you can't live with the Chase REA, you can terminate.

[TMP9] We need to address this section.

[JM10] All of the leases are long-expired. I believe I have them in my file. Do you want them?

[TMP11] Yes, please.

[JM12] I am not certain this is accurate. The Shell piece was exempt, and I am sure the BP piece is exempt, but the strip center leaseholds may be taxable. I will research this – taxes, of course, are a seller's obligation.

[TMP13] Please clarify and we can revise accordingly.

[JM14] There shouldn't be any transfer tax as Seller is a governmental body.

[TMP15] OK

Exhibit D

POST-CLOSING DEVELOPMENT AGREEMENT

THIS POST-CLOSING DEVELOPMENT AGREEMENT (“Agreement”) is dated this ___ day of ~~_____~~, May, 2014, by and between the City of Darien, DuPage County, Illinois (“City”) and ~~State Bank of Countryside, not personally, but as Trustee under Trust Agreement dated February 21, 1992, and known as Trust No. 92-1126~~Darien Pointe, LLC, an Illinois limited liability company (“Developer”).

RECITALS:

A. City and Developer are parties to a certain Purchase and Sale Agreement dated the 19th day of ~~_____~~, May, 2014 (“PSA”).

B. Pursuant to the PSA, the City agreed to sell certain property described therein (the “Subject Property”) to Developer for purposes of developing a retail shopping center thereon.

C. The PSA also called for the parties to enter into this Agreement upon closing of the transaction pursuant to which Developer took title to the Subject Property.

D. The parties have closed the transaction, Developer now holds title to the Subject Property, ~~and the Subject Property is now subdivided into 2 lots: Lot ___ will be developed for commercial purposes in accordance with the Development Plan; Lot ___ will be developed in accordance with the Development Plan and then conveyed to the City, as described more thoroughly below.~~

E. In fulfillment of their agreement in the PSA, the parties now desire to enter into this Post-Closing Development Agreement in the manner set forth hereinbelow.

Accordingly, it is hereby agreed between the parties as follows:

Section 1. Definitions.

Commented [TMP1]: How and when will this happen? I don't think our other documents clearly provide for it yet. I agree it needs to happen.

Commented [JBM2]: City will get this handled during due diligence, with final approval coming after due diligence. The wrinkle is if the bank does not approve the strip conveyance, because the subdivision plat pre-supposes City ownership of the strip.

1.1 For purposes of this Agreement, "Closing Date" shall mean the date upon which the Developer's acquisition of the Subject Property from the City closed at the title company.

1.2 "Commence Construction" shall mean that Developer shall have obtained all permits and financing necessary to develop the "Project" (as defined herein) and shall have actually begin the physical demolition, earthwork, and related initial steps toward development of the Project.

1.3 "Project" shall mean the development of the Subject Property for a retail shopping center substantially in accordance with the following identified plans and drawings: ~~(the~~
~~"Development Plan):~~

- (a) The Site Plan (as identified in Section 5.04 of the parties' Purchase and Sale Agreement).
- (b) Architectural renderings prepared by Shive Hattery, consisting of one (1) sheet identified as "Darien Heritage Plaza/Northeast corner of South Cass Avenue and Plainfield Road, Darien, Illinois," dated as of 5-13-14 (one (1) sheet) on file with the Seller's City Clerk.
- (c) Architectural plans prepared by Shive Hattery and revised as of 5-13-14.
- (d) Engineering plans prepared by _____, and revised as of _____, 2014.

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[INSERT SAME EXHIBITS FROM PSA]

1.4 "Substantial Completion" or "Substantially Completed" shall mean that the Project is completed to such an extent that it is suitable to receive at least a temporary Occupancy Permit from the City in accordance with applicable City codes and ordinances.

Section 2. Agreement to Construct Project; Commencement Date.

2.1 Developer agrees to proceed with due diligence to construct the Project.

2.2 Developer hereby agrees to Commence Construction of the Project within sixty (60) days of Closing Date.

2.3 In the event Developer does not Commence Construction within sixty (60) days of the Closing Date, the City, at its option, may repurchase the Subject Property for the sum of ONE MILLION & 00/100 (\$1,000,000.00) DOLLARS. In the event the City exercises this option, the parties shall close on the City's repurchase within thirty (30) days after the date the City provides notice of its exercise of this right.

Section 3. Substantial Completion; Security.

3.1 Once Developer Commences Construction, Developer shall proceed with due diligence to complete construction of the Project.

3.2 Developer shall complete construction of the Project within one-hundred eighty (180) days from when Developer Commences Construction.

3.3 Developer shall not be considered in default of the obligations set forth herein if Developer is delayed in or prevented from the performance of any act required to be performed by Developer including refusals of any of the tenants referred to in Article 6 of the PSA to vacate the Subject Property in violation of a previously-issued lease termination notice, Acts of God, strikes, lockouts, unavailability of materials (provided that same have been ordered in a timely manner and there is no alternative source of material that would conform with the approved plans or that is agreed upon between the parties), failure of power affecting the Subject Property, prohibitive governmental laws or regulations (not including failure of a party required to obtain permits to obtain such permits), riots, insurrections, acts of terrorism or war, the act or failure to act of the other party in accordance with the terms hereof, adverse weather conditions preventing the performance of work, failure of the performing party to secure permits for the performance of

such work provided that such permits have been properly and timely applied for and provided that Developer is diligently proceeding with regard to obtaining such permits (in each case, an “Event”), then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Upon completion of an Event such that work may be resumed, Developer shall provide the City with a revised completion schedule, the approval of which shall not be unreasonably denied or disputed by the City.~~[Need to prepare force majeure language, and we need to specifically carve out delays caused by refusals of tenants to leave, and resultant litigation]~~

Commented [TMP3]: Agreed.

3.4 In order to secure this obligation, Developer shall post a bank Letter of Credit from an institution and in a form reasonably acceptable to the City guaranteeing such construction. Developer, from time to time, may request, and the City will approve, partial draw downs on the Letter of Credit provided that the Letter of Credit shall not be reduced to less than TWENTY-FIVE (25%) PERCENT of Developer’s construction costs. The Letter of Credit shall be in an amount equal to ONE HUNDRED TEN (110%) PERCENT of Developer’s engineer’s estimate of the cost of construction of the Project. Such estimate shall be subject to the reasonable approval of the City engineer.

Commented [TMP4]: Please provide form and confirm requested dollar amount when known.

Commented [JBM5R4]: Done.

Section 4. Improvement Development of Public Use Site Improvement; Cost Sharing; Conveyance to City.

4.1 ~~As identified hereinabove,~~ the southwest lot of the Project is hereinafter referred to as the “Public Use Site.” Lot _____ of the Project consists of an approximate _____ square foot area located at the southwest corner thereof (the “Public Use Site”).

Commented [JBM6]: I need to get my side to commit to lot numbering; e.g., the big lot = Lot 1.

4.2 As part of the construction of the ~~overall~~ Project, Developer will improve the Public Use Site as a public use amenity in accordance with plans to be prepared and submitted to developer by the City~~the Development Plan~~ (the “Public Use Improvements”).

4.3 Prior to the commencement of construction, Developer and City will ~~fix on~~agree upon an overall construction budget for the Public Use Improvements. The budget shall consist of cost of materials and actual labor and construction costs and shall not include any additional increment for overhead or profit to Developer or any affiliate of Developer.

4.4 The parties agree to share the cost of construction of the Public Use Improvements as follows:

(a) The parties will share the first \$100,000.00 of the Public Use Improvement costs on a 50%-50% basis.

(b) City will be responsible for one-hundred (100%) percent of Public Use Improvement construction costs in excess of \$100,000.00. Developer will advance all construction costs related to the Public Use Improvements.

4.5 From time to time, Developer will invoice the City for the City’s share of the Public Use Improvements construction costs, along with appropriate back-up documentation proof of expenditure reasonably acceptable to the City. The City will reimburse Developer within fourteen (14) days of date of invoice.~~Upon completion of the Project, Developer will convey merchantable title to Lot ___ to the City for the nominal sum of TEN & 00/100 (\$10.00) DOLLARS. At closing of this conveyance, the City will reimburse Developer for FIFTY (50%) PERCENT of the first \$100,000.00 of costs associated with the Public Use Improvements, and ONE HUNDRED (100%) PERCENT of those costs in excess of \$100,000.00.~~

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4.6. Upon completion of the Project, Developer will convey merchantable title of the Public Use Site and Public Use Improvements to the City for the nominal sum of TEN & 00/100 (\$10.00) DOLLARS.~~To illustrate the operation of this provision, assume the total cost of the Public Use Improvements is \$80,000.00. At closing of the conveyance of Lot _____, the City will pay Developer \$40,000.00. In the alternative, assume the total costs of the Public Use Improvements is \$130,000.00. In such case, at closing, the City will pay Developer \$80,000.00, representing fifty (50%) percent of the first \$100,000.00 in costs and one hundred (100%) percent of those costs over \$100,000.00.~~

Section 5. Prohibited Uses; Additional Chase Restrictions.

5.1 Attached to this Agreement as **Exhibit** is an enumeration of certain prohibited land uses (the “Prohibited Uses”). Notwithstanding anything to the contrary appearing in the City’s zoning ordinance, no part of the Subject Property may be used for a Prohibited Use unless such use is specifically approved by the City’s corporate authorities.

5.2 In addition to the Prohibited Use restrictions, Developer is aware and will abide by the Prohibited Use restrictions set forth in the Reciprocal Easement Agreement between the City and Chase Bank (Document No. R2012-109568_____).

Commented [JBM7]: I will get this.

Section 6. Removal of Existing Tenants.

6.1 Pursuant to the PSA, the City has terminated the month-to-month leases of all tenants occupying the Subject Property.

6.2 In the event eviction litigation against any of said tenants has been initiated by the City, and said action is still pending as of the date of this Agreement, Developer will substitute for the City as party plaintiff to any such action.

6.3 In the event the City has issued a lease termination notice as to any such tenant, the tenant has not vacated the leased premises as of the date of this Agreement, but the City has not initiated eviction litigation as of the date of this Agreement., Developer shall, at its option, may initiate such litigation.

6.4 In the event of any litigation brought pursuant to Sections 6.2 and 6.3 above, the City will reimburse Developer for Developer's reasonable attorney's fees incurred in connection with evicting such tenants.

6.5 Notwithstanding the above, in the event Developer enters into an agreement with one or more of the tenants pursuant to which Developer permits such tenant(s) to hold over until a particular date, the City shall have no obligation to reimburse Developer for attorney's fees incurred by Developer in the event any such tenant refuses to vacate a leased premises pursuant to its agreement with Developer.

Section 76. Remedies.

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~~76.1 PurchaserDeveloper's Default.~~ If ~~PurchaserDeveloper fails or refuses to consummate the purchase of the Property pursuant to defaults under the terms of~~ this Agreement for any reason other than (i) termination hereof pursuant to a right granted to ~~PurchaserDeveloper~~ to do so, or (ii) breach by ~~SellerCity~~ of its representations, warranties or agreements hereunder, then ~~SellerCity~~, as ~~SellerCity's~~ sole remedy, ~~SellerCity~~ hereby waiving all other remedies, shall have the right to ~~retain the Earnest Money and to terminate this Agreement by giving PurchaserDeveloper written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder.~~

~~76.2 SellerCity's Default.~~ If ~~SellerCity fails or refuses to consummate the sale of the Property pursuant to defaults under the terms of~~ this Agreement for any reason other than

termination hereof pursuant to a right granted to SellerCity to do so, or if any of SellerCity's representations or warranties made hereunder should be false or misleading in any material respect, PurchaserDeveloper may (a) terminate this Agreement by notifying SellerCity thereof, in which case ~~the Earnest Money shall be returned to Purchaser and SellerCity~~ shall pay PurchaserDeveloper its actual costs incurred in performing its due diligence under this Agreement, or (b) ~~be returned its Earnest Money, and~~ proceed to exercise any and all remedies available to it at law or at equity, including the right of specific performance of the obligations of SellerCity hereunder.

~~6.3 Termination Pursuant to Agreement. If Purchaser terminates this Agreement pursuant to a right granted to Purchaser hereunder to do so, then the Earnest Money shall be returned to Purchaser and neither party hereto shall have any further rights, duties or obligations hereunder.~~

Section 87. Miscellaneous.

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87.1 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns.

87.2 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii)

CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY ILLINOIS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

87.3 Entire Agreement. This Agreement ~~is and the PSA, taken together, represent~~ the entire agreement between ~~Seller~~City and ~~Purchaser~~Developer concerning the sale of the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

87.4 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the Purchase and Sale Agreement shall survive the Closing or any termination of this Agreement.

87.5 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

87.6 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

87.7 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

87.8 Waiver of Conditions by Purchaser/Developer. Notwithstanding any provision of this Agreement, ~~Purchaser/Developer~~ may, at its sole option, waive any provision that is a condition to its performance hereunder.

87.9 Time is of the Essence. Time is of the essence with respect to this Agreement.

87.10 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

87.11 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). For purposes of notice, the addresses of the parties shall be as follows:

~~Seller/City:~~ City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Administrator

With copies to: Rosenthal, Murphey, Coblenz & Donahue
30 North LaSalle Street, Suite 1624
Chicago, Illinois 60602
Attn: John B. Murphey

~~Purchaser/Developer:~~ ~~State Bank of Countryside Trust No. 92-1126~~ Darien Pointe, LLC
6763 Joliet Road
~~Countryside, Illinois 60525~~ 7000 South Adams Street, Suite 250
Willowbrook, Illinois 60527
Attn: Mr. Edward F. Paliatka

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With copies to: Crowley Barrett & Karaba, Ltd.
20 South Clark Street, Suite 2310
Chicago, Illinois 60603
Attn: Tonya M. Parravano

Either party may change its address by notice to the other party.

87.12 Business Days and Holidays. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Illinois (“**Bank Holiday**”), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term “**business day**” means any weekday which is not a Bank Holiday.

87.13 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

87.14 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

Section 98. Waiver of Jury Trial.

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~~PURCHASER/DEVELOPER~~ AND ~~SELLER/CITY~~ HEREBY WAIVE TRIAL BY JURY
IN ANY ACTION, PROCEEDING, OR PERMISSIVE COUNTERCLAIM INVOLVING ANY

MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ~~PURCHASE AND SALE~~ AGREEMENT.

Section 109, Recordation. The parties agree to cause a certified copy of this Agreement or a Memorandum thereof to be recorded in the Office of the DuPage County Recorder of Deeds against the Subject Property with the parties jointly sharing the expense of recording.

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SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date written above.

PURCHASER:

SELLER:

DARIEN POINTE, LLC, CITY OF DARIEN, a Municipal
an Illinois limited liability company corporation

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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