

REVISED AGENDA

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

March 21, 2011

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — March 7, 2011
6. Receiving of Communications
7. Mayor's Report
 - A. Chamber of Commerce — Monthly Update
 - B. Veolia Environmental — Bob Pfister
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — 10-11-19
 - B. Monthly Report — February 2011
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business

15. Consent Agenda

- A. Consideration of a Motion to Approve the Darien Chamber of Commerce *11th Annual Darien Dash*, A 10k Run/a 5K Run/1 Mile Walk, on May 15, 2011 Beginning at 8:00 A.M and
Authorize Additional Police and Municipal Service Staffing Along with Additional Signage, Barricades and City Expense for This Event and Authorize the Chief of Police to Finalize the Details of This Event with the Chamber of Commerce
- B. Consideration of a Motion to Approve the Use of the Right Half of the Following Streets for the *Darien Dash* 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; And
10K Race – 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 72nd Street; west on 72nd Street o Richmond Avenue, South on Richmond Avenue to Seminole Drive; North on Seminole to Wilmette Avenue, North on Wilmette to 67th Street, East on 67th to Alabama Avenue, South on Alabama to Chestnut Lane, West on Chestnut to Path Connecting to Bentley Avenue, South on Bentley to 71st Street, East on 71st to Finish Line at Northwest Corner of Darien Community Park and the Street Closure of 67th Street between Cass Avenue and Clarendon Hills Road
- C. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Accurate Tank Construction to Repair Fuel Tank Risers, Probes and Concrete Pad Replacement at the Municipal Services Facility located at 1041 South Frontage Road at a Cost not to Exceed \$42,890.00

March 21, 2011

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15. Consent Agenda (**CONTINUED**)
 - D. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Purchase and Install a New Server in an Amount not to Exceed \$10,806.00
 - E. Consideration of a Motion to Approve a Resolution Approving a Contract for the 2011 Concrete Sidewalk, Apron, Curb and Gutter Removal and Replacement Program and Waiving the \$75 Permit Fee Application to Participating Residents
 - F. Consideration of a Motion to Approve a Resolution to Add Quantities to the Current Contract from Suburban Concrete Inc for Apron Restorations for the 2011 Ditch Maintenance Improvement Project in an Amount not to Exceed \$55,000.00
 - G. Consideration of a Motion to Approve a Resolution to Enter into a Contract Agreement for the 2011 Street Maintenance Program Between the City of Darien and James D. Fiala Paving Company Inc in an Amount not to Exceed \$1,234,927.48
 - H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an Agreement for Professional Services Between the City of Darien and Christopher B. Burke Engineering, LTD. (Tara Hill Management and Monitoring of 10 Acres of Wetland/Natural Areas within the Tara Hill Subdivision)
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

Agenda 03/21/11

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE MARCH 7, 2011 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:06 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

MARCH 7, 2011

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	John Galan	Sylvia McIvor
	Carolyn A. Gattuso	Ted V. Schauer
	Joseph A. Marchese	

Absent: Halil Avci and John Poteraske

Also in Attendance: Kathleen Moesle Weaver, Mayor
Joanne F. Coleman, City Clerk
Michael J. Coren, City Treasurer
John B. Murphey, City Attorney
Bryon D. Vana, City Administrator
Scott Coren, Assistant City Administrator
Robert Pavelchik, Police Chief

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

5. **APPROVAL OF MINUTES** – February 22, 2011

It was moved by Alderman Schauer and seconded by Alderman Gattuso to approve the minutes of the February 22, 2011 meeting.

Roll Call: Ayes: Galan, Gattuso, Marchese, Schauer
 Abstain: McIvor
 Nays: None
 Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

There were none.

7. **MAYOR’S REPORT**

Mayor Weaver advised that communication was received from Senator Durbin advising of his intention to oppose program cuts to Argonne National Laboratory. A letter was also received from Congresswoman Biggert expressing her feeling that the current bill will not pass through Congress and that a compromise bill will come forward.

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

**A. RESOLUTION NO. R-17-11 CONSIDERATION OF A MOTION TO
 APPROVE A RESOLUTION TO
 OPPOSE PROGRAM CUTS TO
 ARGONNE NATIONAL
 LABORATORY**

Roll Call: Ayes: Galan, Gattuso, Marchese, McIvor, Schauer
 Nays: None
 Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

8. **CITY CLERK'S REPORT**

City Clerk Coleman...

...announced that Early Voting for the April 5, 2011 Consolidated Election begins March 14, 2011 and ends on March 31, 2011.

...read the referendum question that will be on the April 5, 2011 Ballot as follows:

“Shall the City of Darien have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?”

Assistant Administrator Coren explained that, if the referendum question is passed, the city will go out to bid for electricity for residents and small businesses. These rates would be locked in for one year. Currently residents are receiving offers from electric companies. These offers are not locked in for a year and can change monthly. Residents who do not wish to participate will be able to opt out. Service, lines, and invoices will continue to be provided by ComEd.

City Clerk Coleman invited all to attend Coffee with the Mayor at Carmelite Carefree Village on Saturday, March 19, 2011 from 9:00 A.M. to 10:00 A.M.

9. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana provided additional information on the sale of the property at the corner of Plainfield and Cass. Benefits from the sale include clean-up of the property, a solid anchor which will attract further development of the property, and a good return on the city's investment. Administrator Vana noted the City paid \$1.6 million and sold the property for \$2 million. Referring to a comment regarding the loss of sales tax dollars on the property, he stated it would take an extremely long time for the city to match the profit from the sale in sales tax from the type of businesses that would be attracted to this site.

Administrator Vana has learned that the Metropolitan Alliance of Police is in the process of conducting their annual solicitation of funds for their union. The Attorney General's Office warns residents be careful of organizations that offer to pick up the donation.

Treasurer Coren added that many solicitations are made through Professional Fund Raisers who keep 80% to 90% of funds received.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Assistant Administrator Coren advised that Veolia Environmental Services will be providing refuse services for Darien beginning on April 1, 2011. Representatives of Veolia will be at the next City Council Meeting to provide information. In addition, brochures explaining Veolia’s services, prices, and contact numbers will be sent to residents shortly. Residents who rent totes will receive a door hanger with information on the transfer. Garbage pick-up days will initially remain the same. There is the possibility the dates will change in the future. Residents will be able to sell back unused yellow refuse stickers at City Hall from April 1, 2011 through June 30, 2011. The new red stickers will be available for purchase in approximately one week.

Alderman Gattuso recommended the refuse information be communicated through Direct Connect.

Administrator Vana added that several refuse proposals were received and Veolia offered the lowest prices for the desired services.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 10-11-18

It was moved by Alderman Gattuso and seconded by Alderman Schauer to approve payment of Warrant Number 10-11-18 in the amount of \$37,459.72 from the General Fund; \$20,351.64 from the Water Fund; \$4,502.18 from the Motor Fuel Tax Fund; \$1,422.25 from the Darien Area Dispatch Fund; \$2,430.00 from the Capital Improvement Fund; \$212,776.38 from the General Fund Payroll for the period ending 02/24/2011; \$18,949.74 from the Water Fund Payroll for the period ending 02/24/2011; \$32,883.80 from the D.A.D.C. Fund Payroll for the period ending 02/24/2011 for a total to be approved of \$330,775.71.

Roll Call: Ayes: Galan, Gattuso, Marchese, McIvor, Schauer

Nays: None

Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

12. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Alderman Marchese advised that the minutes of the Municipal Services Committee Meeting of January 24, 2011 have been approved and submitted to the Clerk’s Office, and announced that the next meeting is scheduled to take place on Monday, March 28, 2011 at 6:30 P.M. in the Council Chambers.

Police Committee — Alderman McIvor submitted the minutes of the Police Committee Meeting of February 3, 2011, and announced that the next meeting is scheduled to take place on Thursday, April 7, 2011 at 6:00 P.M. in the Council Chambers.

Administrative/Finance Committee — Administrator Vana announced that the next meeting of the Administrative Finance Committee is scheduled to take place on Monday, March 14, 2011 at 6:30 P.M.

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

There were none.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

- A. **CONSIDERATION OF A MOTION TO APPROVE THE RELEASE OF EXECUTIVE SESSION MINUTES THAT NO LONGER REQUIRE CONFIDENTIALITY**
- B. **RESOLUTION NO. R-18-11 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING AND PUBLISHING THE UPDATED CITY OF DARIEN OFFICIAL ZONING MAP (2011)**
- C. **RESOLUTION NO. R-19-11 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM**

ASSOCIATED TECHNICAL SERVICES (ATS), FOR THE 2010-11 WATER LEAK SURVEY IN AN AMOUNT NOT TO EXCEED \$14,208.48

D. RESOLUTION NO. R-20-11

CONSIDERATION OF A MOTION TO APPROVE 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

Roll Call: Ayes: Galan, Gattuso, Marchese, McIvor, Schauer

Nays: None

Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

16. **NEW BUSINESS**

It was moved by Alderman Gattuso and seconded by Alderman Schauer to adopt the following ordinance as presented.

A. ORDINANCE NO. O-05-11

CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE O-26-06

Roll Call: Ayes: Galan, Gattuso, Marchese, McIvor, Schauer

Nays: None

Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

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

Alderman Marchese...

...extended gratitude to Kathy Lyons and the Citizen of the Year Committee for their hard work and the excellent celebration which took place this past Saturday.

...reminded all that the Darien Lions Club Annual Pancake Breakfast is being held on March 20, 2011 at Eisenhower Junior High from 7:00 A.M. to 1:00 P.M. Blood pressure and hearing screenings will also available at the breakfast. Tickets may be purchased from any Lions Club Member.

Mayor Weaver thanked Krishan Sant for the invitation to the Asian American Coalition Lunar New Year celebration which was held on February 26, 2011.

Candidates for Community High School District 99, Michael Davenport, Cliff Grammich and Keith Matune spoke of their desire to develop better relationships

18. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:58 P.M.

Mayor

City Clerk

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All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 03-07-11.
Minutes of 03-07-11 CCM

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
March 21, 2011

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		\$56,687.71
Water Fund		\$186,335.14
Motor Fuel Tax Fund		\$15,806.30
Water Depreciation Fund		
Darien Area Dispatch Fund		\$300.59
Capital Improvement Fund		\$3,887.00
Debt Service Fund		
Special Service Area Tax Fund		
Drug Forfeiture Fund		
	Subtotal:	\$ 263,016.74

General Fund Payroll	03/10/11	\$ 232,491.53
Water Fund Payroll	03/10/11	\$ 20,416.56
D.A.D.C. Payoll	03/10/11	\$ 33,476.59
	Subtotal:	\$ 286,384.68

Total to be Approved by City Council:	\$ 549,401.42
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Approvals:

Kathleen Moesle Weaver, Mayor

Joanne F. Coleman, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALPINE BANQUETS, INC.	2011 CITIZEN OF THE YEAR DINNER DANCE	Public Relations	4,792.00	4239
BEST QUALITY CLEANING, INC.	MARCH 2011 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CHASE CARD SERVICES	PRE-BUDGET MEETING FOOD	Supplies - Other	97.85	4257
CHASE CARD SERVICES	PRE-BUDGET MEETING FOOD	Supplies - Other	86.39	4257
CYBOR FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION - CITY HALL	Maintenance - Building	150.00	4223
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - 12-28-10 TO 02-23-11	Utilities (Elec,Gas,Wtr,Sewer)	33.89	4271
DUPAGE MAYORS MANAGERS CONF.	SETTLEMENT AGREEMENT FOR INTERGOVERNMENTAL LOAN	Consulting/Professional	5,908.61	4325
HOME DEPOT	SUPPLIES	Maintenance - Building	111.30	4223
KING CAR WASH	CAR WASH	Vehicle (Gas and Oil)	5.00	4273
MIDWEST LASER SPECIALIST	LASER PRINTER REPAIR SERVICE	Maintenance - Equipment	104.00	4225
MUNICIPAL WEB SERVICES	JANUARY 2011 WEBSITE HOSTING & MAINTENANCE	Consit/Prof Reimbursable	518.75	4328
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,670.25	4267
NICOR GAS	7422 S. CASS - ACCT 05094110003	Utilities (Elec,Gas,Wtr,Sewer)	206.43	4271
NICOR GAS	1702 PLAINFIELD ROAD - ACCT 82541110001	Utilities (Elec,Gas,Wtr,Sewer)	314.45	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	61.82	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	61.46	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	56.68	4253
OSCAR WILSON ENGINES & PARTS	CITY HALL SNOW BLOWER PARTS	Maintenance - Equipment	79.24	4225
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	1,470.00	4219

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROSENTHAL, MURPHEY, COBLENTZ	COSTS	Liability Insurance	15.93	4219
ROSENTHAL, MURPHEY, COBLENTZ	CHASE BANK	Liability Insurance	1,155.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	LAND SALE	Liability Insurance	210.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	PROPERTY SALE	Liability Insurance	630.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	7418 ADAMS	Liability Insurance	997.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	PERSONNEL	Liability Insurance	52.50	4219
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE RFP - BULK HIGHWAY DEICING SALT -LEGAL 1299 DAR	Legal Notices	173.16	4221
SUBURBAN LIFE PUBLICATIONS	2011 ZONING MAP LEGAL NOTICE 1412 DAR	Legal Notices	133.62	4221
Total Administration			<u>20,277.83</u>	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DUPAGE COUNTY TREASURER	PILOT II COUPONS	Consulting/Professional	1,500.00	4325
ILLINOIS STATE POLICE	FINGERPRINTING FEE - SPEEDWAY - MOHAMMED D. ZAYED	Boards and Commissions	39.25	4205
		Total City Council	1,539.25	

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Community Development
 From 3/8/2011 Through 3/21/2011

<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.	FEBRUARY 2011 PLAN REVIEW & INSPECTIONS	Consulting/Professional	1,130.00	4325
DON MORRIS ARCHITECTS P.C.	FEBRUARY 2011 PLAN REVIEW & INSPECTIONS	Conslt/Prof Reimbursable	1,240.47	4328
ELEVATOR INSPECTION SERVICE CO	REIMBURSABLE FEB-11 ELEVATOR INSPECTIONS	Conslt/Prof Reimbursable	1,536.00	4328
JOSEPH ALGOZINE	FEBRUARY 2011 ELECTRICAL INSPECTIONS	Consulting/Professional	500.00	4325
KING CAR WASH	CAR WASH	Vehicle (Gas and Oil)	7.50	4273
ROSENTHAL, MURPHEY, COBLENTZ	ORDINANCE REVIEW	Liability Insurance	157.50	4219
		Total Community Development	4,571.47	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADT SECURITY SYSTEMS, INC.	QUARTERLY INVOICE FOR SECURITY ALARM AT 1041 S. FRONTAGE	Maintenance - Building	213.41	4223
AIRGAS NORTH CENTRAL	ACETYLENE & OXYGEN RENTAL	Maintenance - Building	28.62	4223
ALL-STAR MAINTENANCE	SNOW REMOVAL & SALTING - CITY HALL & POLICE	Maintenance - Building	237.50	4223
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	315.64	4229
CHASE CARD SERVICES	CANISTER ASSEMBLY- DIRECTOR'S CAR	Maintenance - Vehicles	320.22	4229
CHASE CARD SERVICES	RETURN SHIPPING CHARGES - DEMO TRAFFIC COUNTERS	Postage/Mailings	50.21	4233
CHASE CARD SERVICES	MAILBOX REIMBURSEMENT	Supplies - Other	114.13	4257
CHEMSEARCH	DIESEL GUARD	Vehicle (Gas and Oil)	865.27	4273
CHICAGO INTERNATIONAL TRUCKS	REPLACEMENT BELTS	Maintenance - Vehicles	87.47	4229
CHRISTOPHER B. BURKE ENG, LTD	2011 ROAD PROGRAM	Consulting/Professional	3,706.06	4325
CHRISTOPHER B. BURKE ENG, LTD	PUBLIC WORKS SANITARY EXTENSION	Consulting/Professional	166.25	4325
COM ED	0 2510 ABBEY DR, LOT 278 DARIEN - ACCT 0448008035	Street Light Oper & Maint.	563.81	4359
COM ED	2510 ABBEY DR, LOT 278 DARIEN ACCT 0448008035	Street Light Oper & Maint.	(563.81)	4359
COM ED	0 SW COR 75TH ST, ADAMS - ACCT 0267129091	Street Light Oper & Maint.	2,002.44	4359
COM ED	SW CORNER 75TH ST PLAINFIELD RD - ACCT 0788318007	Street Light Oper & Maint.	822.85	4359
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.20	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
EMBASSY REFRESHMENT SERVICE	COFFEE, CREAM & SUGAR	Maintenance - Building	36.71	4223
EXELON ENERGY INC.	0 SW COR 75TH ST, ADAMS, DARIEN	Street Light Oper & Maint.	1,948.52	4359
EXELON ENERGY INC.	0 2510 ABBEY DR, LOT 278, DARIEN, IL - STREET LIGHTS	Street Light Oper & Maint.	1,274.44	4359
FIRST ADVANTAGE	JANUARY 2011 DRUG TESTING	Liability Insurance	41.57	4219
FIRST ADVANTAGE	FEBRUARY 2011 CDL DRUG TESTING	Liability Insurance	41.57	4219
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 6713 DICOSOLA CT	Street Light Oper & Maint.	150.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 8 LOCATIONS	Street Light Oper & Maint.	536.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	REPLACE LENS - COMSTOCK & JANET	Street Light Oper & Maint.	67.00	4359
GENE'S TIRE SERVICE, INC.	TIRE REPAIR ON #203	Maintenance - Equipment	252.96	4225
HOME DEPOT	SUPPLIES	Maintenance - Building	142.42	4223
JOLIET SUSPENSION	REPLACE REAR SPRING #103	Maintenance - Vehicles	514.60	4229
JOLIET SUSPENSION	REPLACE REAR SPRING #103	Maintenance - Vehicles	514.60	4229
MC CANN INDUSTRIES INC	3/4-INCH AIR HOSE	Maintenance - Equipment	140.00	4225
MIDWEST HEALTH WORKS	PRE-EMPLOYMENT & RANDOM DRUG & ALCOHOL SCREENINGS	Liability Insurance	69.00	4219
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	336.17	4223
PATTEN INDUSTRIES, INC.	REPAIR OF IT 28G	Maintenance - Equipment	861.66	4225
PATTEN INDUSTRIES, INC.	FILTERS	Maintenance - Vehicles	934.81	4229
RED WING SHOES	BOOTS	Liability Insurance	110.00	4219
RIC MAR INDUSTRIES, INC.	GLOVES & POWER SCRUBS	Liability Insurance	87.35	4219
RIC MAR INDUSTRIES, INC.	GLOVES & POWER SCRUBS	Maintenance - Building	98.50	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SNAP ON EQUIPMENT	CYLINDER TURNTABLE FOR TIRE REPAIR	Maintenance - Equipment	553.75	4225
SYN-TECH SYSTEMS	CUSTOMER SUPPORT ON FUEL MASTER SYSTEM	Maintenance - Building	150.00	4223
VARDAL SURVEY SYSTEMS, INC.	REPAIR LASER LEVEL	Maintenance - Equipment	164.50	4225
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Building	11.45	4223
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	379.75	4229
WHOLESALE DIRECT, INC.	LAP LINK REPAIR PARTS	Maintenance - Vehicles	22.28	4229
		Total Public Works, Streets	18,440.88	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	SNOW REMOVAL & SALTING - CITY HALL & POLICE	Maintenance - Building	237.50	4223
ARBORETUM VIEW ANIMAL HOSPITAL	VETERINARIAN SERVICES - ROLF	Maintenance - Equipment	11.50	4225
CAROL KOPTA	MILEAGE, TOLLS & MEETING REIMBURSEMENT - MAR-11 SLEAP MEETING	Travel/Meetings	24.63	4265
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	167.10	4229
CHASE CARD SERVICES	2011 MEMBERSHIP	Dues and Subscriptions	160.00	4213
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	50.00	4217
CHASE CARD SERVICES	CREDIT FOR MATTRESS RETURN	Investigation and Equipment	(89.64)	4217
CHASE CARD SERVICES	LENS FOR DETECTIVE	Investigation and Equipment	199.99	4217
CHASE CARD SERVICES	RIFLE SLINGS	Investigation and Equipment	992.09	4217
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	61.73	4243
CHASE CARD SERVICES	SPEAKERS FOR LAP TOPS - PAVELCHIK & COOPER	Supplies - Office	39.58	4253
CHASE CARD SERVICES	KITCHEN SUPPLIES	Supplies - Office	10.21	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	16.47	4253
CHASE CARD SERVICES	EMPLOYEE LUNCHEON - BLIZZARD	Supplies - Other	112.50	4257
CHASE CARD SERVICES	SUPPLIES FOR SERGEANTS MEETING	Travel/Meetings	5.75	4265
CHASE CARD SERVICES	INTERNET	Telephone	79.90	4267
COMCAST	CABLE BOXES - ACCT 8771 20 121 01609878	Telephone	2.10	4267
CYBOR FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION - POLICE DEPARTMENT	Maintenance - Building	150.00	4223

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DUPAGE CNTY CHIEFS POLICE ASSN	ADMINISTRATIVE PROFESSIONALS DAY LUNCHEON	Travel/Meetings	80.00	4265
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD - 12-28-10 TO 2-23-11	Utilities (Elec,Gas,Wtr,Sewer)	120.13	4271
DUPAGE COUNTY SENIOR POLICE	2011 MEMBERSHIP DUES - D. SKALA & J. COOPER	Dues and Subscriptions	60.00	4213
FLEET SAFETY SUPPLY I.R.M.A.	SIREN REPLACEMENT FEBRUARY 2011 DEDUCTIBLE	Maintenance - Vehicles	189.36	4229
		Liability Insurance	12.20	4219
ILLINOIS SECRETARY OF STATE	TITLE - CAS 10 MR 1057 - 2001 SATURN 1G8ZK527X1Z324234	Investigation and Equipment	95.00	4217
JOHN B. COOPER	UNIFORM ALLOWANCE	Uniforms	86.14	4269
JUST TIRES	TIRES FOR CARS	Maintenance - Vehicles	796.00	4229
KING CAR WASH	CAR WASH	Maintenance - Vehicles	427.50	4229
LINDA S. PIECZYNSKI	FEBRUARY 2011 PROSECUTION FEES	Liability Insurance	915.00	4219
MASTER-BREW	COFFEE AND SUPPLIES	Travel/Meetings	81.90	4265
NATIONAL SAFETY COUNCIL	ALIVE AT 25 GUIDES	Public Relations	697.50	4239
OSCAR WILSON ENGINES & PARTS	CITY HALL SNOW BLOWER PARTS	Maintenance - Equipment	79.24	4225
RAY O'HERRON CO. INC.	BEANBAGS FOR RANGE	Investigation and Equipment	1,143.30	4217
RAY O'HERRON CO. INC.	DETECTIVE BADGE FOR FOYLE-PRICE	Uniforms	85.92	4269
RICHARD STUTTE	DOG FOOD FOR ROLF	Investigation and Equipment	49.21	4217
RICK HELLMANN	UNIFORM ALLOWANCE	Uniforms	35.94	4269
ROSENTHAL, MURPHEY, COBLENTZ	TOW ORDINANCE	Liability Insurance	157.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	UNION NEGOTIATIONS	Liability Insurance	367.50	4219
SHELL	GAS FOR SQUADS	Vehicle (Gas and Oil)	139.79	4273
TOM & JERRY TIRE AND SERVICE	SSEIZURE FEES CASE DA 10-4368	Investigation and Equipment	150.00	4217
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	121.53	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	31.50	4223

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CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
VARDA SILENT ALARM	EQUIPMENT REPAIR	Maintenance - Equipment	109.22	4225
VERIZON WIRELESS	EVDO	Telephone	798.21	4267
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	39.00	4229
WILLOWBROOK FORD, INC.	INVOICE 5055875	Maintenance - Vehicles	(75.00)	4229
	RETURN ON INVOICE			
	5055874			
WILLOWBROOK FORD, INC.	INVOICE 5055877	Maintenance - Vehicles	(145.52)	4229
	RETURN ON INVOICE			
	5055874			
WILLOWBROOK FORD, INC.	INVOICE 5055798	Maintenance - Vehicles	50.72	4229
WILLOWBROOK FORD, INC.	INVOICE 5055800	Maintenance - Vehicles	(100.00)	4229
	RETURN ON INVOICE			
	5055763			
WILLOWBROOK FORD, INC.	INVOICE 5055874	Maintenance - Vehicles	220.52	4229
WILLOWBROOK FORD, INC.	INVOICE 5055682	Maintenance - Vehicles	17.84	4229
WILLOWBROOK FORD, INC.	INVOICE 5055763	Maintenance - Vehicles	517.98	4229
WILLOWBROOK FORD, INC.	INVOICE 5055794	Maintenance - Vehicles	234.27	4229
		Total Police	9,820.81	
		Department		

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	SALTING AT HERITAGE CENTER - FEB 20-26, 2011	Maintenance - Grounds	400.00	4227
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Maintenance - Equipment	(213.30)	4225
COM ED	7515 S. CASS, UNIT J - ACCT 7156801032	Maintenance - Equipment	67.18	4225
COM ED	7515 S. CASS, UNIT D - ACCT 7156796018	Maintenance - Equipment	213.30	4225
COM ED	7515 S. CASS, UNIT D - ACCT 7156797060	Maintenance - Equipment	203.28	4225
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Maintenance - Equipment	89.96	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K - 12-23-10 THRU 2-23-11	Maintenance - Equipment	11.17	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS AVENUE, UNIT C - 12-27-10 TO 2-23-11	Maintenance - Equipment	11.17	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS AVENUE, UNIT D - 12-23-10 TO 02-23-11	Maintenance - Equipment	370.27	4225
FIRE & SECURITY SYSTEMS, INC.	SERVICE CALL, LABOR & PARTS - HERITAGE CENTER	Maintenance - Grounds	672.00	4227
NICOR GAS	7515 S. CASS, UNIT D - ACCT 40534852518	Maintenance - Equipment	212.44	4225
		Total Business District	2,037.47	
		Total General Fund	56,687.71	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADT SECURITY SYSTEMS, INC.	QUARTERLY INVOICE FOR SECURITY ALARM AT 1041 S. FRONTAGE	Maintenance - Building	213.41	4223
BEST QUALITY CLEANING, INC.	MARCH 2011 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CHASE CARD SERVICES	FILE TO CLEAN TOP OF WATERMAIN	Maintenance - Water System	95.85	4231
CHASE CARD SERVICES	WATER SPECIALIST TRAINING	Training and Education	206.71	4263
CHEMICAL PUMP SALES & SERVICE	CHLORINE TEST KIT	Maintenance - Water System	55.00	4231
CHRISTOPHER B. BURKE ENG, LTD	PUBLIC WORKS SANITARY EXTENSION	Consulting/Professional	166.25	4325
COM ED	2103 75TH PUMP, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	833.62	4271
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.21	4223
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	840.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	714.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	693.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	336.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	504.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	840.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	672.00	4231
DAS ENTERPRISES, INC.	TRUCKING FEE	Maintenance - Water System	819.00	4231
DUPAGE WATER COMMISSION	WATER COSTS	DuPage Water Commission	160,573.87	4340
E.F. HEIL LLC	DUMP FEE	Maintenance - Water System	450.00	4231
ELMHURST CHICAGO STONE COMPANY	DUMP FEE	Maintenance - Water System	2,649.00	4231
ELMHURST CHICAGO STONE COMPANY	DUMP FEES	Maintenance - Water System	260.00	4231
EMBASSY REFRESHMENT SERVICE	COFFEE, CREAM & SUGAR	Maintenance - Building	36.71	4223
ENVIRO-TEST & PERRY LABS	WATER SAMPLES	Quality Control	247.50	4241

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CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	47.27	4271
HACH COMPANY	FREE CHLORINE REAGENT SET FOR CL17	Quality Control	199.75	4241
HBK WATER METER SERVICE	WATER METER REBUILD OF COMPOUND METERS AND ADDITIONAL PARTS	Water Meter Purchases	5,921.84	4880
HD SUPPLY WATERWORKS	B-BOX LIDS	Maintenance - Water System	183.08	4231
HD SUPPLY WATERWORKS	2-INCH & 3-INCH HOSE STRAINERS	Maintenance - Water System	47.80	4231
HD SUPPLY WATERWORKS	HYDRANT REPAIR PARTS	Maintenance - Water System	361.75	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	327.70	4231
HD SUPPLY WATERWORKS	INVOICE 2643683	Maintenance - Water System	256.52	4231
HD SUPPLY WATERWORKS	INVOICE 2330310	Maintenance - Water System	158.87	4231
HD SUPPLY WATERWORKS	CREDIT MEMO INVOICE 2422691	Maintenance - Water System	(289.56)	4231
HOME DEPOT	SUPPLIES	Maintenance - Building	70.05	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	300.40	4231
I.R.M.A.	FEBRUARY 2011 DEDUCTIBLE	Liability Insurance	973.47	4219
KEVIN CASSIDY	CDL LICENSE	Liability Insurance	51.05	4219
MARK-IT CORPORATION	BALANCE DUE ON INVOICE 201386 (2010 THERMOPLASTIC STRIPING)	Maintenance - Water System	14.50	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	313.18	4267
NICOR GAS	1220 PLAINFIELD - ACCT 21710264942	Utilities (Elec,Gas,Wtr,Sewer)	225.73	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	147.73	4231
R & R PRINT-N-SERVE, INC.	REQUEST FOR APPOINTMENT CARDS	Supplies - Operation	195.00	4255

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
RIC MAR INDUSTRIES, INC.	GLOVES & POWER SCRUBS	Liability Insurance	87.35	4219
SYN-TECH SYSTEMS	CUSTOMER SUPPORT ON FUEL MASTER SYSTEM	Maintenance - Building	150.00	4223
TESTING SERVICES CORP	TEST WATER MAIN STOCKPILE	Maintenance - Water System	1,287.80	4231
WATER RESOURCES, INC.	METER GASKETS	Maintenance - Water System	<u>142.73</u>	4231
		Total Public Works, Water	<u>186,335.14</u>	
		Total Water Fund	<u>186,335.14</u>	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
KIEFT BROS., INC.	ADJUSTING RING FOR CHEROKEE	Supplies - Other	32.00	4257
NORTH AMERICAN SALT CO.	SALT	Salt	5,322.69	4249
NORTH AMERICAN SALT CO.	SALT	Salt	5,176.80	4249
NORTH AMERICAN SALT CO.	SALT	Salt	<u>5,274.81</u>	4249
		Total MFT Expenses	15,806.30	
		Total Motor Fuel Tax	<u>15,806.30</u>	

CITY OF DARIEN
Expenditure Journal
Darien Area Dispatch Center
Darien Area Dispatch
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHASE CARD SERVICES	LUNCH MEETING	Travel/Meetings	76.19	4265
CHASE CARD SERVICES	SEDCOM MEETING SUPPLIES	Travel/Meetings	70.00	4265
MIDWEST HEALTH WORKS	PRE-EMPLOYMENT & RANDOM DRUG & ALCOHOL SCREENINGS	Liability Insurance	50.00	4219
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	104.40	4267
		Total Darien Area Dispatch	300.59	
		Total Darien Area Dispatch Center	300.59	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 3/8/2011 Through 3/21/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	FEQ WATER MODELING ANALYSIS-CLARENDON HILLS ROAD	Ditch Projects	3,887.00	4376
		Total Capital Fund Expenditures	3,887.00	
		Total Capital Improvement Fund	3,887.00	
Report Total			263,016.74	

03/22/11

\$2,756.13

\$0.00

\$551.00

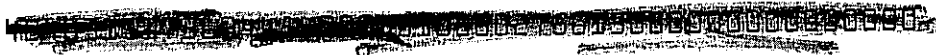
CHASE

Account number: [REDACTED]

\$

2756.13

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



12923 BEX Z 08111 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



BUSINESS CARD STATEMENT

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number: [REDACTED]	
Previous Balance	\$2,588.70
Payment, Credits	-\$2,678.34
Purchases	+\$2,845.77
New Balance	\$2,756.13
Opening/Closing Date	02/03/11 - 03/02/11
Total Credit Line	\$100,000
Available Credit	\$97,243
Cash Access Line	\$20,000
Available for Cash	\$20,000

PAYMENT INFORMATION

New Balance	\$2,756.13
Payment Due Date	03/22/11
Minimum Payment Due	\$551.00
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	11,807
Points earned on purchases this period	2,757
New total points balance	14,564

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

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/14	Payment Thank You - Image Check BRYON VANA TRANSACTIONS THIS CYCLE (02/03/11 - 03/02/11) INCLUDING PAYMENTS RECEIVED	-2,588.70
02/10	VVS*VAL VET/DIRECT PET 800-468-0059 KS 02-50-4231 - F.L. turtle care top of water main	95.85
02/11	WHITEHALL PRODUCTS WHITEHALL MI 01-30-4257 Mailbox reimbursement	114.13
02/14	PATIO RESTAURANT DARIEN IL 01-40-4257 - Employee Luncheon - Blizzard	112.50
02/15	MCGRATH LEXUS WESTMONT WESTMONT IL 01-30-4224 - Computer Assembly	320.22
02/23	UPS (800) 811-1648 WESTMONT IL 01-30-4233 - Shipping charge for return	50.21
02/24	HILTON GARDEN INN EFFINGH EFFINGHAM IL 02-50-4263 Water Specialist training	206.71
	DANIEL GOMBAC TRANSACTIONS THIS CYCLE (02/03/11 - 03/02/11)	\$899.62
02/04	WAL-MART #2215 DARIEN IL 01-40-4217 - Credit for returned mattress	-89.64
03/01	WOLF CAMERA #1480 DARIEN IL 01-40-4217 - lens for detective	199.99
	SARAH FALCO TRANSACTIONS THIS CYCLE (02/03/11 - 03/02/11)	\$110.35
02/24	ZAZZO PIZZERIA DARIEN IL 15-45-4265 - lunch meeting	76.19
	DIANE DALY TRANSACTIONS THIS CYCLE (02/03/11 - 03/02/11)	\$76.19
02/08	TACTICAL LINK INC 425-4331299 WA 01-40-4217 - Rifle Strings	992.09
02/14	POLICE EXECUTIVE RESEARCH 202-4667820 DC 01-40-4213 2011 membership	160.00
	ROBERT PAVELCHIK TRANSACTIONS THIS CYCLE (02/03/11 - 03/02/11)	\$1,152.09
02/03	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective internet searches	50.00
02/09	JEWEL #3123 DARIEN IL 01-40-4265 supplies for Sgt's Meeting	5.75
02/11	JIMMY JOHN'S # 571 630-9104585 IL 15-45-4265 SEMcom Meeting Supplies	70.00

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/22	AMERICAN MESSAGING 888-247-7890 TX 01-40-4243 - Paper rental	61.73
02/23	COMCAST CHICAGO 800-COMCAST IL 01-40-4267 - Internet	79.90
02/23	WAL-MART #2215 DARIEN IL 01-40-4253 Kitchen Supplies	10.21
02/25	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	16.47
02/28	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Spectum for laptop - PowerLite + Copier	39.58
CAROL KOPTA TRANSACTIONS THIS CYCLE (01/10/11 - 02/28/11) \$333.64		
02/15	JIMMY JOHN'S # 571 DARIEN IL 01-10-4257 Budget Meeting Food	97.85
02/23	JETS PIZZA - DARIEN DARIEN IL 01-10-4257 Budget Meeting Food	86.39
SCOTT COREN TRANSACTIONS THIS CYCLE (01/10/11 - 02/28/11) \$184.24		

2011 Totals Year-to-Date	
Total fees charged in 2011	\$0.00
Total interest charged in 2011	\$0.00

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

INTEREST CHARGES

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

Balance Type	Annual Percentage Rate (APR) 28 Days In Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	13.24% (v)	\$0.00	\$0.00	\$0.00
Cash Advances	19.24% (v)	\$0.00	\$0.00	\$0.00
Balance Transfer	13.24% (v)	\$0.00	\$0.00	\$0.00

(v) = Variable Rate

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

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
February 28, 2011**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,074,170	\$ 11,121,105	\$ 12,173,581
Expenditures	\$ 673,267	\$ 10,521,142	\$ 12,794,419

Audited 5/1/10 Opening Fund Balance: \$ 3,248,725
 Current Fund Balance: \$ 3,848,688

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 691,051	\$ 4,452,251	\$ 4,985,285
Expenditures	\$ 474,125	\$ 3,228,613	\$ 4,351,585

Audited 5/1/10 Cash Balance \$ 212,244
 Current Cash Balance: \$ 1,435,882

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 55,095	\$ 624,959	\$ 630,000
Expenditures	\$ 128,889	\$ 525,070	\$ 533,165

Audited 5/1/10 Opening Fund Balance: \$ (48,744)
 Current Fund Balance: \$ 51,145

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 137	\$ 2,587	\$ -
Expenditures	\$ -	\$ 609,128	\$ 617,766

Audited 5/1/10 Cash Balance \$ 740,714
 Current Cash Balance: \$ 134,173

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 264	\$ 1,902,373	\$ 1,874,055
Expenditures	\$ 37,865	\$ 2,198,765	\$ 2,589,350

Audited 5/1/10 Cash Balance \$ 515,264
 Current Fund Balance: \$ 218,872

CAPITAL PROJECTS DEBT SERVICE FUND (35)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2	\$ 105,539	\$ 104,500
Expenditures	\$ -	\$ 147,285	\$ 147,285

Audited 5/1/10 Cash Balance \$ 43,944
 Current Fund Balance: \$ 2,198

	Current Actual Year to Date	Current Budgeted F.Y.E. '11	Prior Year Actual Through Feb 10
Property Tax Collections	\$ 2,302,721	\$ 2,291,679	\$ 2,260,282
Sales Tax Collections	\$ 3,705,479	\$ 4,360,800	\$ 3,477,266

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	1,989,682.71	1,981,909.00	1,981,909.00	7,773.71	(0.39)%
Real Estate Taxes - Prior	3111	0.00	0.00	11,508.52	0.00	0.00	11,508.52	0.00%
Road and Bridge Tax	3120	0.00	0.00	181,617.65	181,779.00	181,779.00	(161.35)	0.08%
Municipal Utility Tax	3130	121,580.17	100,000.00	885,744.98	796,053.33	1,032,640.00	(146,895.02)	14.22%
Amusement Tax	3140	9,683.91	8,820.00	89,041.59	88,200.00	105,840.00	(16,798.41)	15.87%
Hotel/Motel Tax	3150	1,562.82	3,831.83	28,021.43	38,318.30	45,982.00	(17,960.57)	39.06%
Personal Property Tax	3425	0.00	467.50	5,378.32	4,675.00	5,610.00	(231.68)	4.12%
Total Taxes		132,826.90	113,119.33	3,190,995.20	3,090,934.63	3,353,760.00	(162,764.80)	4.85%
License, Permits, Fees								
Business Licenses	3210	430.00	0.00	6,345.00	8,000.00	44,000.00	(37,655.00)	85.57%
Liquor License	3212	1,500.00	0.00	45,650.00	38,479.00	39,979.00	5,671.00	(14.18)%
Contractor Licenses	3214	240.00	0.00	14,260.00	13,500.00	15,000.00	(740.00)	4.93%
Court Fines	3216	9,265.21	13,068.75	143,633.79	130,687.50	156,825.00	(13,191.21)	8.41%
Ordinance Fines	3230	2,200.00	2,977.75	32,608.00	29,777.50	35,733.00	(3,125.00)	8.74%
Building Permits and Fees	3240	2,390.00	2,500.00	137,271.00	77,500.00	85,000.00	52,271.00	(61.49)%
Telecommunication Taxes	3242	79,208.04	59,663.67	523,044.42	596,636.70	715,964.00	(192,919.58)	26.94%
Cable T.V. Franchise Fee	3244	77,153.84	19,992.00	292,776.53	199,920.00	239,904.00	52,872.53	(22.03)%
PEG - Fees - AT&T	3245	2,888.98	0.00	10,810.72	0.00	0.00	10,810.72	0.00%
NICOR Franchise Fee	3246	0.00	3,400.00	40,985.09	34,000.00	40,800.00	185.09	(0.45)%
Public Hearing Fees	3250	485.00	416.50	5,834.00	4,165.00	4,998.00	836.00	(16.72)%
Elevator Inspections	3255	0.00	0.00	2,811.75	3,500.00	3,500.00	(688.25)	19.66%
Public Improvement Permit Fee	3260	0.00	0.00	4,775.00	3,742.00	3,742.00	1,033.00	(27.60)%
Engineering/Prof Fee Reimb	3265	3,738.30	4,701.00	50,041.03	47,010.00	56,412.00	(6,370.97)	11.29%
Legal Fee Reimbursement	3266	0.00	41.67	0.00	416.70	500.00	(500.00)	100.00%
D.U.I. Technology Fines	3267	500.00	833.33	2,591.70	8,333.30	10,000.00	(7,408.30)	74.08%
Police Special Service	3268	2,310.00	13,166.67	109,561.79	131,666.70	158,000.00	(48,438.21)	30.65%
Stormwater Management Fees	3270	0.00	41.67	230.00	416.70	500.00	(270.00)	54.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees		182,309.37	120,803.01	1,423,229.82	1,327,751.10	1,610,857.00	(187,627.18)	11.65%
Charges for Services								
Inspections/Tap on/Permits	3320	0.00	0.00	3,875.00	0.00	0.00	3,875.00	0.00%
Total Charges for Services		0.00	0.00	3,875.00	0.00	0.00	3,875.00	0.00%
Intergovernmental								
State Income Tax	3410	299,513.75	150,000.00	1,716,309.04	1,514,500.00	1,818,355.00	(102,045.96)	5.61%
Local Use Tax	3420	26,605.94	22,083.33	257,869.33	220,833.30	265,000.00	(7,130.67)	2.69%
Sales Taxes	3430	369,757.79	363,400.00	3,705,479.22	3,634,000.00	4,360,800.00	(655,320.78)	15.02%
Total Intergovernmental		695,877.48	535,483.33	5,679,657.59	5,369,333.30	6,444,155.00	(764,497.41)	11.86%
Other Revenue								
DADC Administration Fee	3450	833.34	833.33	9,167.48	8,333.30	10,000.00	(832.52)	8.32%
Interest Income	3510	1,727.15	4,166.67	13,277.66	41,666.70	50,000.00	(36,722.34)	73.44%
Gain/Loss on Investment	3515	(7.77)	0.00	141.67	0.00	0.00	141.67	0.00%
Water Share Expense	3520	20,833.34	20,833.33	187,500.06	208,333.30	250,000.00	(62,499.94)	24.99%
Police Report/Prints	3534	330.00	381.25	5,271.50	3,812.50	4,575.00	696.50	(15.22)%
DARE Contribution	3536	0.00	0.00	500.00	0.00	0.00	500.00	0.00%
Grants	3560	0.00	0.00	3,077.75	0.00	0.00	3,077.75	0.00%
Rents	3561	24,462.42	20,769.50	243,173.77	207,695.00	249,234.00	(6,060.23)	2.43%
Other Reimbursements	3562	354.03	8,333.33	87,124.24	83,333.30	100,000.00	(12,875.76)	12.87%
Residential Concrete Reimb	3563	0.00	0.00	55,755.56	0.00	0.00	55,755.56	0.00%
Miscellaneous - Reimbursable	3568	0.00	0.00	10,081.85	0.00	0.00	10,081.85	0.00%
Mail Box Reimbursement Program	3569	49.13	0.00	3,110.09	0.00	0.00	3,110.09	0.00%
Sales of Wood Chips	3572	0.00	0.00	4,960.00	0.00	0.00	4,960.00	0.00%
Sale of Equipment	3575	0.00	0.00	23,446.68	0.00	0.00	23,446.68	0.00%
Miscellaneous Revenue	3580	956.49	1,250.00	33,906.19	12,500.00	15,000.00	18,906.19	(126.04)%
Total Other Revenue		49,538.13	56,567.41	680,494.50	565,674.10	678,809.00	1,685.50	(0.25)%
Total Revenue		1,060,551.88	825,973.08	10,978,252.11	10,353,693.13	12,087,581.00	(1,109,328.89)	9.18%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Charges for Services								
Water Sales	3310	689,955.97	695,000.00	3,861,311.86	3,721,785.00	4,421,785.00	(560,473.14)	12.67%
Inspections/Tap on/Permits	3320	0.00	333.33	18,850.00	3,333.30	4,000.00	14,850.00	(371.25)%
Sale of Meters	3325	0.00	291.67	1,982.00	2,916.70	3,500.00	(1,518.00)	43.37%
Other Water Sales	3390	0.00	375.00	9,196.00	3,750.00	4,500.00	4,696.00	(104.35)%
Total Charges for Services		<u>689,955.97</u>	<u>696,000.00</u>	<u>3,891,339.86</u>	<u>3,731,785.00</u>	<u>4,433,785.00</u>	<u>(542,445.14)</u>	<u>12.23%</u>
Other Revenue								
Interest Income	3510	1,095.47	125.00	9,189.68	1,250.00	1,500.00	7,689.68	(512.64)%
Other Reimbursements	3562	0.00	0.00	1,721.80	0.00	0.00	1,721.80	0.00%
Transfer from Other Funds	3612	0.00	0.00	550,000.00	550,000.00	550,000.00	0.00	0.00%
Total Other Revenue		<u>1,095.47</u>	<u>125.00</u>	<u>560,911.48</u>	<u>551,250.00</u>	<u>551,500.00</u>	<u>9,411.48</u>	<u>(1.71)%</u>
Total Revenue		<u>691,051.44</u>	<u>696,125.00</u>	<u>4,452,251.34</u>	<u>4,283,035.00</u>	<u>4,985,285.00</u>	<u>(533,033.66)</u>	<u>10.69%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 55,018.89	52,500.00	521,730.34	525,000.00	630,000.00	(108,269.66)	17.18%
Total Intergovernmental	55,018.89	52,500.00	521,730.34	525,000.00	630,000.00	(108,269.66)	17.19%
Other Revenue							
Interest Income	3510 75.90	0.00	676.72	0.00	0.00	676.72	0.00%
Miscellaneous Revenue	3580 0.00	0.00	102,552.00	0.00	0.00	102,552.00	0.00%
Total Other Revenue	75.90	0.00	103,228.72	0.00	0.00	103,228.72	0.00%
Total Revenue	55,094.79	52,500.00	624,959.06	525,000.00	630,000.00	(5,040.94)	0.80%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Impact Fee Agency Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 13.19	0.00	129.93	0.00	0.00	129.93	0.00%
Total Other Revenue	13.19	0.00	129.93	0.00	0.00	129.93	0.00%
Total Revenue	13.19	0.00	129.93	0.00	0.00	129.93	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110	0.00	6,853.74	5,000.00	5,000.00	1,853.74	(37.07)%
Real Estate Taxes - Prior	3111	0.00	279.30	0.00	0.00	279.30	0.00%
Total Taxes		0.00	7,133.04	5,000.00	5,000.00	2,133.04	(42.66)%
Other Revenue							
Interest Income	3510	9.16	65.53	0.00	0.00	65.53	0.00%
Total Other Revenue		9.16	65.53	0.00	0.00	65.53	0.00%
Total Revenue		9.16	7,198.57	5,000.00	5,000.00	2,198.57	(43.97)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Forfeiture Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 4.82	0.00	46.79	0.00	0.00	46.79	0.00%
Drug Forfeiture Receipts	3538 0.00	0.00	1,080.63	0.00	0.00	1,080.63	0.00%
Total Other Revenue	4.82	0.00	1,127.42	0.00	0.00	1,127.42	0.00%
Total Revenue	4.82	0.00	1,127.42	0.00	0.00	1,127.42	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 140.75	0.00	2,526.01	0.00	0.00	2,526.01	0.00%
Gain/Loss on Investment	3515 (3.33)	0.00	60.72	0.00	0.00	60.72	0.00%
Total Other Revenue	<u>137.42</u>	<u>0.00</u>	<u>2,586.73</u>	<u>0.00</u>	<u>0.00</u>	<u>2,586.73</u>	<u>0.00%</u>
Total Revenue	137.42	0.00	2,586.73	0.00	0.00	2,586.73	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Darien Area Dispatch Center
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 634.41	0.00	7,386.42	0.00	0.00	7,386.42	0.00%
Total Other Revenue	634.41	0.00	7,386.42	0.00	0.00	7,386.42	0.00%
DADC Revenue							
Dispatch Fee - Darien	3810 33,010.17	33,010.17	330,101.70	330,101.70	396,122.00	(66,020.30)	16.66%
Dispatch Fee - Lisle	3811 38,088.66	38,088.67	380,886.60	380,886.70	457,064.00	(76,177.40)	16.66%
Total DADC Revenue	71,098.83	71,098.84	710,988.30	710,988.40	853,186.00	(142,197.70)	16.67%
Total Revenue	71,733.24	71,098.84	718,374.72	710,988.40	853,186.00	(134,811.28)	15.80%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Seizures Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 15.17	0.00	350.19	0.00	0.00	350.19	0.00%
Total Other Revenue	15.17	0.00	350.19	0.00	0.00	350.19	0.00%
Total Revenue	15.17	0.00	350.19	0.00	0.00	350.19	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Road Improvement Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 6.02	0.00	83.61	0.00	0.00	83.61	0.00%
Total Other Revenue	<u>6.02</u>	<u>0.00</u>	<u>83.61</u>	<u>0.00</u>	<u>0.00</u>	<u>83.61</u>	<u>0.00%</u>
Total Revenue	6.02	0.00	83.61	0.00	0.00	83.61	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	200,770.00	200,770.00	200,770.00	0.00	0.00%
Total Taxes		0.00	0.00	200,770.00	200,770.00	200,770.00	0.00	0.00%
Other Revenue								
Interest Income	3510	264.16	0.00	4,140.84	0.00	0.00	4,140.84	0.00%
Grants	3560	0.00	0.00	12,058.29	0.00	0.00	12,058.29	0.00%
Other Reimbursements	3562	0.00	0.00	12,118.96	0.00	0.00	12,118.96	0.00%
Transfer from Other Funds	3612	0.00	0.00	1,673,285.00	1,673,285.00	1,673,285.00	0.00	0.00%
Total Other Revenue		264.16	0.00	1,701,603.09	1,673,285.00	1,673,285.00	28,318.09	(1.69)%
Total Revenue		264.16	0.00	1,902,373.09	1,874,055.00	1,874,055.00	28,318.09	(1.51)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Debt Service Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 0.00	0.00	105,414.37	104,000.00	104,000.00	1,414.37	(1.35)%
Total Taxes	0.00	0.00	105,414.37	104,000.00	104,000.00	1,414.37	(1.36)%
Other Revenue							
Interest Income	3510 2.25	41.67	124.27	416.70	500.00	(375.73)	75.14%
Total Other Revenue	2.25	41.67	124.27	416.70	500.00	(375.73)	75.15%
Total Revenue	2.25	41.67	105,538.64	104,416.70	104,500.00	1,038.64	(0.99)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Business District
General Fund
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Rents	3561 13,300.00	7,000.00	133,000.00	70,000.00	84,000.00	49,000.00	(58.33)%
Taxes - Reimbursable	3564 0.00	0.00	0.00	2,000.00	2,000.00	(2,000.00)	100.00%
Maintenance - Reimbursable	3567 318.00	0.00	3,341.58	0.00	0.00	3,341.58	0.00%
Operations Revenue	3576 0.00	0.00	6,510.94	0.00	0.00	6,510.94	0.00%
Total Other Revenue	<u>13,618.00</u>	<u>7,000.00</u>	<u>142,852.52</u>	<u>72,000.00</u>	<u>86,000.00</u>	<u>56,852.52</u>	<u>(66.11)%</u>
Total Revenue	13,618.00	7,000.00	142,852.52	72,000.00	86,000.00	56,852.52	(66.11)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	33,114.85	30,000.00	361,876.13	342,900.00	402,900.00	41,023.87	10.18%
Overtime	4030	0.00	333.33	41.82	3,333.30	4,000.00	3,958.18	98.95%
Total Salaries		33,114.85	30,333.33	361,917.95	346,233.30	406,900.00	44,982.05	11.05%
Benefits								
Social Security	4110	1,897.69	1,700.00	19,275.75	19,700.00	23,100.00	3,824.25	16.55%
Medicare	4111	443.81	450.00	5,130.46	5,100.00	6,000.00	869.54	14.49%
I.M.R.F.	4115	3,427.35	3,000.00	39,500.91	38,000.00	44,000.00	4,499.09	10.22%
Medical/Life Insurance	4120	5,292.53	5,800.00	56,312.81	56,400.00	68,000.00	11,687.19	17.18%
Supplemental Pensions	4135	1,746.98	1,916.67	18,801.93	19,166.70	23,000.00	4,198.07	18.25%
Total Benefits		12,808.36	12,866.67	139,021.86	138,366.70	164,100.00	25,078.14	15.28%
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	1,735.00	1,700.00	1,700.00	(35.00)	(2.05)%
Liability Insurance	4219	527.00	1,450.00	38,834.26	56,680.00	59,680.00	20,845.74	34.92%
Legal Notices	4221	939.77	708.33	5,517.04	7,083.30	8,500.00	2,982.96	35.09%
Maintenance - Building	4223	1,004.85	916.67	10,086.87	9,166.70	11,000.00	913.13	8.30%
Maintenance - Equipment	4225	260.00	1,041.67	10,608.13	10,416.70	12,500.00	1,891.87	15.13%
Maintenance - Grounds	4227	1,435.54	583.33	5,825.99	5,833.30	7,000.00	1,174.01	16.77%
Maintenance - Vehicles	4229	7.50	0.00	15.00	0.00	0.00	(15.00)	0.00%
Postage/Mailings	4233	24.07	475.00	2,444.35	4,750.00	5,700.00	3,255.65	57.11%
Printing and Forms	4235	0.00	266.67	474.77	3,966.70	4,500.00	4,025.23	89.44%
Public Relations	4239	3,373.22	6,600.00	32,031.79	47,500.00	63,000.00	30,968.21	49.15%
Rent - Equipment	4243	0.00	200.00	1,170.00	2,000.00	2,400.00	1,230.00	51.25%
Service Charge	4251	0.00	0.00	5.91	0.00	0.00	(5.91)	0.00%
Supplies - Office	4253	1,113.30	916.67	6,751.94	9,166.70	11,000.00	4,248.06	38.61%
Supplies - Other	4257	111.00	375.00	349.65	3,750.00	4,500.00	4,150.35	92.23%
Training and Education	4263	132.50	375.00	481.50	3,750.00	4,500.00	4,018.50	89.30%
Travel/Meetings	4265	0.00	166.67	84.00	1,666.70	2,000.00	1,916.00	95.80%
Telephone	4267	4,591.27	5,058.33	38,282.35	50,583.30	60,700.00	22,417.65	36.93%
Utilities (Elec,Gas,Wtr,Sewer)	4271	373.55	250.00	1,985.86	2,500.00	3,000.00	1,014.14	33.80%
Vehicle (Gas and Oil)	4273	814.55	658.33	4,589.03	6,583.30	7,900.00	3,310.97	41.91%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
ESDA	4279	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%
Total Materials and Supplies		14,708.12	20,041.67	161,273.44	229,096.70	271,580.00	110,306.56	40.62%
Contractual								
Audit	4320	0.00	0.00	16,575.00	17,029.00	17,029.00	454.00	2.66%
Consulting/Professional	4325	5,110.50	6,270.83	45,202.46	62,708.30	75,250.00	30,047.54	39.93%
Contingency	4330	1,200.00	833.33	7,898.46	7,499.97	10,000.00	2,101.54	21.01%
Janitorial Service	4345	1,182.00	1,375.00	11,820.00	13,750.00	16,500.00	4,680.00	28.36%
Total Contractual		7,492.50	8,479.16	81,495.92	100,987.27	118,779.00	37,283.08	31.39%
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0.00	0.00%
Total Other Charges		0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0.00	0.00%
Total Expenditures		68,123.83	71,720.83	2,343,709.17	2,414,683.97	2,561,359.00	217,649.83	8.50%
Total		(68,123.83)	(71,720.83)	(2,343,709.17)	(2,414,683.97)	(2,561,359.00)	(217,649.83)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.08	35,625.00	35,620.80	42,745.00	7,120.00	16.65%
Total Salaries		3,562.50	3,562.08	35,625.00	35,620.80	42,745.00	7,120.00	16.66%
Benefits								
Social Security	4110	220.88	221.67	2,208.80	2,216.70	2,660.00	451.20	16.96%
Medicare	4111	51.67	51.67	516.70	516.70	620.00	103.30	16.66%
I.M.R.F.	4115	113.51	158.33	1,135.10	1,583.30	1,900.00	764.90	40.25%
Total Benefits		386.06	431.67	3,860.60	4,316.70	5,180.00	1,319.40	25.47%
Materials and Supplies								
Boards and Commissions	4205	0.00	166.67	1,244.10	1,666.70	2,000.00	755.90	37.79%
Cable Operations	4206	0.00	208.33	0.00	2,083.30	2,500.00	2,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	43.00	0.00	0.00	(43.00)	0.00%
Liability Insurance	4219	0.00	3,000.00	15,174.89	44,395.00	50,395.00	35,220.11	69.88%
Public Relations	4239	0.00	100.00	574.17	1,350.00	1,600.00	1,025.83	64.11%
Travel/Meetings	4265	0.00	0.00	70.00	750.00	750.00	680.00	90.66%
Total Materials and Supplies		0.00	3,475.00	17,106.16	50,245.00	57,245.00	40,138.84	70.12%
Contractual								
Consulting/Professional	4325	273.50	250.00	24,163.25	28,050.00	30,000.00	5,836.75	19.45%
Trolley Contracts	4366	353.91	0.00	353.91	1,200.00	1,200.00	846.09	70.50%
Total Contractual		627.41	250.00	24,517.16	29,250.00	31,200.00	6,682.84	21.42%
Total Expenditures		4,575.97	7,718.75	81,108.92	119,432.50	136,370.00	55,261.08	40.52%
Total		(4,575.97)	(7,718.75)	(81,108.92)	(119,432.50)	(136,370.00)	(55,261.08)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	19,744.86	20,000.00	228,095.77	222,500.00	262,500.00	34,404.23	13.10%
Overtime	4030	0.00	166.67	0.00	1,666.70	2,000.00	2,000.00	100.00%
Total Salaries		19,744.86	20,166.67	228,095.77	224,166.70	264,500.00	36,404.23	13.76%
Benefits								
Social Security	4110	1,182.38	1,150.00	12,022.10	12,700.00	15,000.00	2,977.90	19.85%
Medicare	4111	276.52	310.00	3,210.30	3,380.00	4,000.00	789.70	19.74%
I.M.R.F.	4115	2,134.42	2,200.00	24,663.36	24,100.00	28,600.00	3,936.64	13.76%
Medical/Life Insurance	4120	2,893.28	3,250.00	30,543.92	32,500.00	39,000.00	8,456.08	21.68%
Supplemental Pensions	4135	184.60	300.00	2,030.80	3,000.00	3,600.00	1,569.20	43.58%
Total Benefits		6,671.20	7,210.00	72,470.48	75,680.00	90,200.00	17,729.52	19.66%
Materials and Supplies								
Boards and Commissions	4205	551.00	191.67	1,909.50	1,916.70	2,300.00	390.50	16.97%
Dues and Subscriptions	4213	0.00	62.50	440.00	625.00	750.00	310.00	41.33%
Liability Insurance	4219	0.00	1,650.00	20,403.92	47,635.00	50,935.00	30,531.08	59.94%
Maintenance - Vehicles	4229	0.00	158.33	474.68	1,583.30	1,900.00	1,425.32	75.01%
Postage/Mailings	4233	0.00	0.00	930.00	0.00	0.00	(930.00)	0.00%
Printing and Forms	4235	0.00	133.33	135.00	1,333.30	1,600.00	1,465.00	91.56%
Supplies - Office	4253	62.28	41.67	282.20	416.70	500.00	217.80	43.56%
Training and Education	4263	95.00	0.00	95.00	500.00	500.00	405.00	81.00%
Travel/Meetings	4265	0.00	33.33	40.00	333.30	400.00	360.00	90.00%
Vehicle (Gas and Oil)	4273	126.45	158.33	1,207.48	1,583.30	1,900.00	692.52	36.44%
Total Materials and Supplies		834.73	2,429.16	25,917.78	55,926.60	60,785.00	34,867.22	57.36%
Contractual								
Consulting/Professional	4325	2,440.00	0.00	28,592.78	28,500.00	28,500.00	(92.78)	(0.32)%
Const/Prof Reimbursable	4328	2,960.00	0.00	42,501.34	46,500.00	56,500.00	13,998.66	24.77%
Total Contractual		5,400.00	0.00	71,094.12	75,000.00	85,000.00	13,905.88	16.36%
Total Expenditures		32,650.79	29,805.83	397,578.15	430,773.30	500,485.00	102,906.85	20.56%
Total		(32,650.79)	(29,805.83)	(397,578.15)	(430,773.30)	(500,485.00)	(102,906.85)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	31,678.47	37,154.00	414,002.06	408,692.00	483,000.00	68,997.94	14.28%
Overtime	4030	17,512.21	8,333.33	68,812.78	83,333.30	100,000.00	31,187.22	31.18%
Total Salaries		49,190.68	45,487.33	482,814.84	492,025.30	583,000.00	100,185.16	17.18%
Benefits								
Social Security	4110	4,462.13	4,075.00	43,997.82	44,850.00	53,000.00	9,002.18	16.98%
Medicare	4111	1,043.56	990.00	10,292.51	10,920.00	12,900.00	2,607.49	20.21%
I.M.R.F.	4115	8,564.12	7,075.00	80,977.96	77,850.00	92,000.00	11,022.04	11.98%
Medical/Life Insurance	4120	10,456.74	11,083.33	94,477.11	110,833.30	133,000.00	38,522.89	28.96%
Supplemental Pensions	4135	276.90	1,208.33	4,753.75	12,083.30	14,500.00	9,746.25	67.21%
Total Benefits		24,803.45	24,431.66	234,499.15	256,536.60	305,400.00	70,900.85	23.22%
Materials and Supplies								
Liability Insurance	4219	2,309.09	1,937.50	45,325.18	75,375.00	79,250.00	33,924.82	42.80%
Maintenance - Building	4223	2,395.81	1,179.17	8,559.32	11,791.70	14,150.00	5,590.68	39.51%
Maintenance - Equipment	4225	5,899.24	2,154.92	18,155.99	21,549.20	25,859.00	7,703.01	29.78%
Maintenance - Vehicles	4229	3,291.68	1,458.33	14,907.54	14,583.30	17,500.00	2,592.46	14.81%
Postage/Mailings	4233	0.00	62.50	770.10	625.00	750.00	(20.10)	(2.68)%
Rent - Equipment	4243	0.00	2,125.00	15,381.25	21,250.00	25,500.00	10,118.75	39.68%
Supplies - Office	4253	0.00	183.33	853.61	1,833.30	2,200.00	1,346.39	61.19%
Supplies - Other	4257	225.82	2,733.33	37,369.98	27,333.30	32,800.00	(4,569.98)	(13.93)%
Small Tools & Equipment	4259	628.85	375.83	3,239.93	3,758.30	4,510.00	1,270.07	28.16%
Training and Education	4263	159.00	277.08	1,948.73	2,770.80	3,325.00	1,376.27	41.39%
Uniforms	4269	396.14	450.00	3,223.31	4,500.00	5,400.00	2,176.69	40.30%
Utilities (Elec,Gas,Wtr,Sewer)	4271	668.02	250.00	1,754.30	2,500.00	3,000.00	1,245.70	41.52%
Vehicle (Gas and Oil)	4273	6,925.26	4,779.17	41,234.75	47,791.70	57,350.00	16,115.25	28.09%
Total Materials and Supplies		22,898.91	17,966.16	192,723.99	235,661.60	271,594.00	78,870.01	29.04%
Contractual								
Consulting/Professional	4325	59,881.69	4,583.33	69,242.94	45,833.30	55,000.00	(14,242.94)	(25.89)%
Forestry	4350	0.00	0.00	52,360.65	54,202.50	66,605.00	14,244.35	21.38%
Street Light Oper & Maint.	4359	6,223.48	6,666.67	60,218.06	66,666.70	80,000.00	19,781.94	24.72%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,500.00	41,500.00	613.00	1.47%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	0.00	0.00	18,890.67	22,688.00	22,688.00	3,797.33	16.73%
Drainage Projects	4374	0.00	0.00	10,129.32	23,000.00	23,000.00	12,870.68	55.95%
Tree Trim/Removal	4375	0.00	0.00	16,213.50	13,150.00	13,150.00	(3,063.50)	(23.29)%
Total Contractual		66,105.17	11,250.00	267,942.14	267,040.50	301,943.00	34,000.86	11.26%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	51,382.59	0.00	0.00	(51,382.59)	0.00%
Equipment	4815	0.00	0.00	188,211.25	193,411.00	193,411.00	5,199.75	2.68%
Total Capital Outlay		0.00	0.00	239,593.84	193,411.00	193,411.00	(46,182.84)	(23.88)%
Total Expenditures		162,998.21	99,135.15	1,417,573.96	1,444,675.00	1,655,348.00	237,774.04	14.36%
Total		(162,998.21)	(99,135.15)	(1,417,573.96)	(1,444,675.00)	(1,655,348.00)	(237,774.04)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	32,921.35	32,100.00	373,529.69	353,060.00	417,152.00	43,622.31	10.45%
Salaries - Officers	4020	231,651.30	270,375.00	2,681,836.56	2,974,124.00	3,514,874.00	833,037.44	23.70%
Overtime	4030	28,411.51	38,077.00	371,608.07	418,846.00	495,000.00	123,391.93	24.92%
Total Salaries		292,984.16	340,552.00	3,426,974.32	3,746,030.00	4,427,026.00	1,000,051.68	22.59%
Benefits								
Social Security	4110	1,914.27	2,231.00	20,191.73	24,540.00	29,000.00	8,808.27	30.37%
Medicare	4111	3,365.59	4,231.00	38,424.69	46,538.00	55,000.00	16,575.31	30.13%
I.M.R.F.	4115	3,012.06	3,769.00	34,451.90	41,462.00	49,000.00	14,548.10	29.69%
Medical/Life Insurance	4120	32,247.50	39,833.33	355,699.81	398,333.30	478,000.00	122,300.19	25.58%
Police Pension	4130	0.00	0.00	1,113,654.63	1,103,909.00	1,103,909.00	(9,745.63)	(0.88)%
Supplemental Pensions	4135	3,854.30	4,600.00	41,333.75	46,000.00	55,200.00	13,866.25	25.12%
Total Benefits		44,393.72	54,664.33	1,603,756.51	1,660,782.30	1,770,109.00	166,352.49	9.40%
Materials and Supplies								
Animal Control	4201	0.00	208.33	285.00	2,083.30	2,500.00	2,215.00	88.60%
Auxiliary Police	4203	0.00	541.67	571.55	5,416.70	6,500.00	5,928.45	91.20%
Boards and Commissions	4205	0.00	666.67	1,642.00	6,666.70	8,000.00	6,358.00	79.47%
Dues and Subscriptions	4213	397.50	350.00	1,962.00	3,500.00	4,200.00	2,238.00	53.28%
Investigation and Equipment	4217	5,425.14	5,083.33	16,729.57	50,833.30	61,000.00	44,270.43	72.57%
Liability Insurance	4219	1,246.00	6,441.00	166,263.14	278,218.00	291,100.00	124,836.86	42.88%
Maintenance - Building	4223	858.80	2,341.67	17,060.13	23,416.70	53,100.00	36,039.87	67.87%
Maintenance - Equipment	4225	1,252.69	3,208.33	73,171.26	73,083.30	79,500.00	6,328.74	7.96%
Maintenance - Vehicles	4229	3,659.07	6,166.67	43,599.88	61,666.70	74,000.00	30,400.12	41.08%
Postage/Mailings	4233	25.10	333.33	2,197.84	3,333.30	4,000.00	1,802.16	45.05%
Printing and Forms	4235	324.50	416.67	1,526.00	4,166.70	5,000.00	3,474.00	69.48%
Public Relations	4239	4.50	916.67	5,989.50	9,166.70	11,000.00	5,010.50	45.55%
Rent - Equipment	4243	112.56	550.00	1,194.09	5,500.00	6,600.00	5,405.91	81.90%
Supplies - Office	4253	546.72	750.00	4,452.41	7,500.00	9,000.00	4,547.59	50.52%
Training and Education	4263	35.00	1,200.42	8,479.97	12,004.20	14,405.00	5,925.03	41.13%
Travel/Meetings	4265	561.89	597.92	4,146.05	5,979.20	7,175.00	3,028.95	42.21%
Telephone	4267	880.21	1,090.00	8,047.80	10,900.00	13,080.00	5,032.20	38.47%
Uniforms	4269	3,857.42	6,512.50	32,686.28	65,125.00	78,150.00	45,463.72	58.17%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec, Gas, Wtr, Sewer)	4271	2,241.19	1,000.00	5,352.69	10,000.00	12,000.00	6,647.31	55.39%
Vehicle (Gas and Oil)	4273	10,789.00	10,000.00	77,468.84	100,000.00	120,000.00	42,531.16	35.44%
Total Materials and Supplies		32,217.29	48,375.18	472,826.00	738,559.80	860,310.00	387,484.00	45.04%
Contractual								
Consulting/Professional	4325	0.00	500.00	3,858.00	5,000.00	6,000.00	2,142.00	35.70%
Darien Area Dispatch	4335	33,010.17	33,010.17	330,101.70	330,101.70	396,122.00	66,020.30	16.66%
Dumeg/Fiat/Child Center	4337	0.00	0.00	19,240.00	20,280.00	20,280.00	1,040.00	5.12%
Total Contractual		33,010.17	33,510.17	353,199.70	355,381.70	422,402.00	69,202.30	16.38%
Total Expenditures		402,605.34	477,101.68	5,856,756.53	6,500,753.80	7,479,847.00	1,623,090.47	21.70%
Total		(402,605.34)	(477,101.68)	(5,856,756.53)	(6,500,753.80)	(7,479,847.00)	(1,623,090.47)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Business District
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	5,500.00	5,500.00	5,500.00	0.00	0.00%
Maintenance - Building	4223	0.00	416.67	11.73	4,166.70	5,000.00	4,988.27	99.76%
Maintenance - Equipment	4225	1,308.48	1,458.33	3,406.11	14,583.30	17,500.00	14,093.89	80.53%
Maintenance - Grounds	4227	1,003.88	2,916.67	14,299.10	29,166.70	35,000.00	20,700.90	59.14%
Utilities (Elec, Gas, Wtr, Sewer)	4271	0.00	83.33	4,198.28	833.30	1,000.00	(3,198.28)	(319.82)%
Total Materials and Supplies		2,312.36	4,875.00	27,415.22	54,250.00	64,000.00	36,584.78	57.16%
Debt Service								
Debt Service - 2007A Bonds	4952	0.00	0.00	397,000.00	397,000.00	397,000.00	0.00	0.00%
Total Debt Service		0.00	0.00	397,000.00	397,000.00	397,000.00	0.00	0.00%
Total Expenditures		2,312.36	4,875.00	424,415.22	451,250.00	461,000.00	36,584.78	7.94%
Total		(2,312.36)	(4,875.00)	(424,415.22)	(451,250.00)	(461,000.00)	(36,584.78)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	30,334.00	34,615.00	351,166.20	380,770.00	450,000.00	98,833.80	21.96%
Overtime	4030	8,864.07	5,750.00	41,020.76	63,500.00	75,000.00	33,979.24	45.30%
Total Salaries		39,198.07	40,365.00	392,186.96	444,270.00	525,000.00	132,813.04	25.30%
Benefits								
Social Security	4110	2,334.32	2,460.00	23,292.42	27,080.00	32,000.00	8,707.58	27.21%
Medicare	4111	545.94	460.00	5,447.46	5,080.00	6,000.00	552.54	9.20%
I.M.R.F.	4115	5,838.98	4,250.00	35,060.33	42,500.00	51,000.00	15,939.67	31.25%
Medical/Life Insurance	4120	7,488.20	7,416.67	84,022.07	74,166.70	89,000.00	4,977.93	5.59%
Supplemental Pensions	4135	184.60	800.00	2,723.05	8,000.00	9,600.00	6,876.95	71.63%
Total Benefits		16,392.04	15,386.67	150,545.33	156,826.70	187,600.00	37,054.67	19.75%
Materials and Supplies								
Liability Insurance	4219	136.79	1,520.00	120,839.75	180,200.00	183,240.00	62,400.25	34.05%
Maintenance - Building	4223	2,215.69	2,360.08	71,646.78	82,588.81	87,309.00	15,662.22	17.93%
Maintenance - Equipment	4225	159.25	633.33	8,166.19	6,333.30	7,600.00	(566.19)	(7.44)%
Maintenance - Water System	4231	6,785.57	8,833.33	51,634.01	88,333.30	106,000.00	54,365.99	51.28%
Postage/Mailings	4233	0.00	133.33	60.00	1,333.30	1,600.00	1,540.00	96.25%
Quality Control	4241	885.95	512.50	3,778.20	20,125.00	21,150.00	17,371.80	82.13%
Service Charge	4251	20,833.34	20,833.33	187,500.06	208,333.30	250,000.00	62,499.94	24.99%
Supplies - Operation	4255	0.00	554.17	1,480.30	5,541.70	6,650.00	5,169.70	77.73%
Training and Education	4263	0.00	186.25	856.00	1,862.50	2,235.00	1,379.00	61.70%
Telephone	4267	698.20	846.67	5,960.73	8,466.70	10,160.00	4,199.27	41.33%
Uniforms	4269	244.64	230.00	4,386.29	2,300.00	2,760.00	(1,626.29)	(58.92)%
Utilities (Elec, Gas, Wtr, Sewer)	4271	5,917.41	3,833.33	36,661.02	38,333.30	46,000.00	9,338.98	20.30%
Vehicle (Gas and Oil)	4273	1,639.49	1,500.00	10,210.43	15,000.00	18,000.00	7,789.57	43.27%
Total Materials and Supplies		39,516.33	41,976.32	503,179.76	658,751.21	742,704.00	239,524.24	32.25%
Contractual								
Audit	4320	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	695.43	1,362.50	3,898.43	13,625.00	16,350.00	12,451.57	76.15%
Leak Detection	4326	647.25	1,425.00	2,499.50	14,250.00	17,100.00	14,600.50	85.38%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	15,773.26	8,033.33	36,706.31	80,333.30	96,400.00	59,693.69	61.92%
DuPage Water Commission	4340	357,029.58	191,195.92	1,793,257.87	2,031,456.65	2,389,949.00	596,691.13	24.96%
Total Contractual		374,145.52	202,016.75	1,846,362.11	2,149,664.95	2,529,799.00	683,436.89	27.02%
Capital Outlay								
Equipment	4815	0.00	3,121.17	17,165.00	31,211.70	37,454.00	20,289.00	54.17%
Water Meter Purchases	4880	4,874.11	2,083.33	14,717.36	20,833.30	25,000.00	10,282.64	41.13%
Total Capital Outlay		4,874.11	5,204.50	31,882.36	52,045.00	62,454.00	30,571.64	48.95%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	304,456.76	304,028.00	304,028.00	(428.76)	(0.14)%
Total Debt Service		0.00	0.00	304,456.76	304,028.00	304,028.00	(428.76)	(0.14)%
Total Expenditures		474,126.07	304,949.24	3,228,613.28	3,765,585.86	4,351,585.00	1,122,971.72	25.81%
Total		(474,126.07)	(304,949.24)	(3,228,613.28)	(3,765,585.86)	(4,351,585.00)	(1,122,971.72)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	24,583.34	24,583.33	245,833.40	245,833.30	295,000.00	49,166.60	16.66%
Total Salaries		24,583.34	24,583.33	245,833.40	245,833.30	295,000.00	49,166.60	16.67%
Materials and Supplies								
Road Material	4245	3,486.75	0.00	41,329.48	33,165.00	33,165.00	(8,164.48)	(24.61)%
Salt	4249	100,743.97	0.00	225,529.54	190,000.00	190,000.00	(35,529.54)	(18.69)%
Supplies - Other	4257	75.00	833.33	8,405.44	8,333.30	10,000.00	1,594.56	15.94%
Pavement Striping	4261	0.00	0.00	3,971.75	5,000.00	5,000.00	1,028.25	20.56%
Total Materials and Supplies		104,305.72	833.33	279,236.21	236,498.30	238,165.00	(41,071.21)	(17.24)%
Total Expenditures		128,889.06	25,416.66	525,069.61	482,331.60	533,165.00	8,095.39	1.52%
Total		(128,889.06)	(25,416.66)	(525,069.61)	(482,331.60)	(533,165.00)	(8,095.39)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325	0.00	0.00	0.00	3,000.00	3,000.00	100.00%
Total Contractual	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	100.00%
Total Expenditures	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	100.00%
Total	0.00	0.00	0.00	(3,000.00)	(3,000.00)	(3,000.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Dumeg/Fiat/Child Center	4337	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total Contractual	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total Expenditures	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total	0.00	0.00	(7,000.00)	(7,000.00)	(7,000.00)	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Other Charges							
Transfer to Other Funds	4605	0.00	550,000.00	550,000.00	550,000.00	0.00	0.00%
Total Other Charges		0.00	550,000.00	550,000.00	550,000.00	0.00	0.00%
Capital Outlay							
Equipment	4815	0.00	59,128.00	67,776.00	67,776.00	8,648.00	12.75%
Total Capital Outlay		0.00	59,128.00	67,776.00	67,776.00	8,648.00	12.76%
Total Expenditures		0.00	609,128.00	617,776.00	617,776.00	8,648.00	1.40%
Total		0.00	(609,128.00)	(617,776.00)	(617,776.00)	(8,648.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	50,614.36	46,251.08	530,436.33	508,761.88	601,264.00	70,827.67	11.77%
Overtime	4030	4,873.46	8,333.33	47,310.54	83,333.30	100,000.00	52,689.46	52.68%
Total Salaries		55,487.82	54,584.41	577,746.87	592,095.18	701,264.00	123,517.13	17.61%
Benefits								
Social Security	4110	3,351.11	2,956.24	36,595.40	32,518.64	38,431.00	1,835.60	4.77%
Medicare	4111	783.73	691.40	8,558.70	7,605.40	8,988.00	429.30	4.77%
I.M.R.F.	4115	3,650.87	5,159.08	59,779.80	56,749.88	67,068.00	7,288.20	10.86%
Medical/Life Insurance	4120	7,466.76	6,985.00	74,484.56	69,850.00	83,820.00	9,335.44	11.13%
Supplemental Pensions	4135	461.50	900.00	5,507.75	9,000.00	10,800.00	5,292.25	49.00%
Total Benefits		15,713.97	16,691.72	184,926.21	175,723.92	209,107.00	24,180.79	11.56%
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	0.00	300.00	300.00	300.00	100.00%
Liability Insurance	4219	0.00	150.00	33,940.00	34,250.00	34,500.00	560.00	1.62%
Maintenance - Building	4223	0.00	250.00	381.50	1,000.00	1,000.00	618.50	61.85%
Maintenance - Equipment	4225	0.00	250.00	96.00	2,500.00	3,000.00	2,904.00	96.80%
Postage/Mailings	4233	10.53	0.00	29.14	50.00	50.00	20.86	41.72%
Rent - Equipment	4243	62.68	81.25	825.46	812.50	975.00	149.54	15.33%
Supplies - Office	4253	382.56	166.67	1,181.61	1,666.70	2,000.00	818.39	40.91%
Training and Education	4263	0.00	424.17	25.00	4,241.70	5,090.00	5,065.00	99.50%
Travel/Meetings	4265	0.00	25.00	6.00	250.00	300.00	294.00	98.00%
Telephone	4267	848.34	1,416.67	7,470.92	14,166.70	17,000.00	9,529.08	56.05%
Uniforms	4269	0.00	333.33	424.00	3,333.30	4,000.00	3,576.00	89.40%
Total Materials and Supplies		1,304.11	3,097.09	44,379.63	62,570.90	68,215.00	23,835.37	34.94%
Contractual								
Audit	4320	0.00	0.00	0.00	2,800.00	2,800.00	2,800.00	100.00%
Consulting/Professional	4325	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00	100.00%
Darien Area Dispatch	4335	0.00	0.00	834.08	0.00	0.00	(834.08)	0.00%
Data Processing	4336	541.23	716.67	4,981.80	7,166.70	8,600.00	3,618.20	42.07%
Legal Fees	4360	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	100.00%
Maintenance Contracts	4362	0.00	250.00	0.00	2,500.00	3,000.00	3,000.00	100.00%
Total Contractual		541.23	966.67	5,815.88	19,466.70	21,400.00	15,584.12	72.82%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 2/1/2011 Through 2/28/2011

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>Total Budget</u>	<u>Total Budget Variance</u>	<u>Percent Total Budget Remaining</u>
Capital Outlay							
Equipment	4815 (131.20)	4,433.33	1,457.90	44,333.30	53,200.00	51,742.10	97.25%
Total Capital Outlay	(131.20)	4,433.33	1,457.90	44,333.30	53,200.00	51,742.10	97.26%
Total Expenditures	72,915.93	79,773.22	814,326.49	894,190.00	1,053,186.00	238,859.51	22.68%
Total	(72,915.93)	(79,773.22)	(814,326.49)	(894,190.00)	(1,053,186.00)	(238,859.51)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Road Improvement Fund
Road Fund Expenditures
From 2/1/2011 Through 2/28/2011

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Other Charges							
Transfer to Other Funds	4605	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total Other Charges	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total Expenditures	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total	0.00	0.00	(30,000.00)	(30,000.00)	(30,000.00)	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Ditch Projects	4376	5,629.50	0.00	385,208.99	548,600.00	548,600.00	163,391.01	29.78%
Sidewalk Replacement Program	4380	0.00	0.00	75,652.96	113,030.00	113,030.00	37,377.04	33.06%
Crack Seal Program	4382	0.00	0.00	40,020.80	49,500.00	49,500.00	9,479.20	19.14%
Curb & Gutter Replacement Prog	4383	0.00	0.00	44,625.00	227,450.00	227,450.00	182,825.00	80.38%
Equipment	4815	32,235.08	0.00	143,799.51	150,000.00	150,000.00	6,200.49	4.13%
Street Reconstruction/Rehab	4855	0.00	0.00	1,308,688.69	1,300,000.00	1,300,000.00	(8,688.69)	(0.66)%
Total Capital Outlay		37,864.58	0.00	1,997,995.95	2,388,580.00	2,388,580.00	390,584.05	16.35%
Debt Service								
Debt Retire - Property	4945	0.00	0.00	200,768.76	200,770.00	200,770.00	1.24	0.00%
Total Debt Service		0.00	0.00	200,768.76	200,770.00	200,770.00	1.24	0.00%
Total Expenditures		37,864.58	0.00	2,198,764.71	2,589,350.00	2,589,350.00	390,585.29	15.08%
Total		(37,864.58)	0.00	(2,198,764.71)	(2,589,350.00)	(2,589,350.00)	(390,585.29)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Debt Service Fund
Debt Service Fund Expenditures
From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	43,285.00	43,285.00	43,285.00	0.00	0.00%
Total Other Charges		0.00	0.00	43,285.00	43,285.00	43,285.00	0.00	0.00%
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	104,000.00	104,500.00	104,500.00	500.00	0.47%
Total Debt Service		0.00	0.00	104,000.00	104,500.00	104,500.00	500.00	0.48%
Total Expenditures		0.00	0.00	147,285.00	147,785.00	147,785.00	500.00	0.34%
Total		0.00	0.00	(147,285.00)	(147,785.00)	(147,785.00)	(500.00)	0.00%

CITY OF DARIEN -- CASH RESERVES
February 28, 2011

FUND	FUND NAME	TOTAL
01	General Fund	\$ 2,246,897.05
02	Water Fund	\$ 1,282,993.64
03	MFT Fund	\$ (101.50)
05	Impact Fees Fund	\$ 12,824.28
10	Special Service Area Tax Fund	\$ 8,904.35
11	Drug Forfeiture Fund	\$ 4,684.82
12	Water Depreciation Fund	\$ 134,172.51
15	D.A.D.C. Fund	\$ 681,215.33
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 10,084.21
21	Road Improvement Fund	\$ 5,850.54
25	Capital Improvement Fund	\$ 218,871.80
35	Debt Service Fund	\$ 2,197.32
	TOTAL	\$ 4,608,620.22

Prior Month Cash Balance **\$ 4,074,572.44**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.51%	\$ 4,146.02
Republic Bank Now Account - 1.51%	\$ 4,540,066.77
Republic Bank Operating Account	\$ 102,132.70
Republic Bank Payroll Account - Zero Balance Acct	\$ (89,610.11)
Illinois Funds Money Market Account - .094%	\$ 22.76
IMET Investment Fund - .31%	\$ 51,862.08
	TOTAL
	<u>\$ 4,608,620.22</u>

Market Value

Wells Fargo Collateral Statement \$ 4,086,021

AGENDA MEMO
City Council Meeting
March 21, 2011

ISSUE STATEMENT

The City Council is requested to review a motion to approve temporary street closures and police service for the Darien Chamber of Commerce *11th Annual Darien Dash*, a 10K/5K Run/1 Mile Walk, on Sunday, May 15, 2011 beginning at 8:00 A.M. This year the Chamber has added a 10K Run to the event.

BACKUP

Consideration of a motion to approve the use of the right half of the following streets for the *Darien Dash* 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.

10K Race – 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 72nd Street; west on 72nd Street to Richmond Avenue, south on Richmond Avenue to Seminole Drive; north on Seminole to Wilmette Avenue, north on Wilmette to 67th Street, east on 67th to Alabama Avenue, south on Alabama to Chestnut Lane, west on Chestnut to path connecting to Bentley Avenue, south on Bentley to 71st Street, east on 71st to finish line at northwest corner of Darien Community Park.

BACKGROUND HISTORY

The Darien Chamber of Commerce will be hosting its *11th Annual Darien Dash*, a 10K/5K Walk/1 Mile Run on Sunday, May 15, 2011 beginning at 8:00 A.M. This motion also gives authorization to the Chief of Police to finalize details for the *11th Annual Darien Dash* with the Darien Chamber of Commerce.

For 2011, the Chamber of Commerce has added a 10K run to this event. The proposed route for the 10K will

require additional police staffing and the closure of 67th Street between Cass Avenue and Clarendon Hills Road for several hours. This closure may require additional signage, barricades and expense to the City for police and public work services.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends that the City support the Darien Chamber of Commerce through the partial closure of certain streets to facilitate the safety and efficient operation of the *11th Annual Darien Dash*. The Darien Chamber of Commerce (through Chamber President Steve Hynek) has agreed to cover the costs associated with the expansion of the Darien Dash to a 10K run. The Chamber has also agreed to communicate with affected residents along the Dash route.

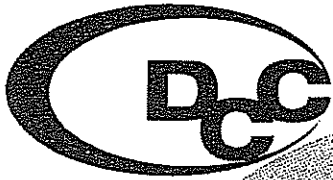
The Police Committee unanimously approved this recommendation at their March 3, 2011 meeting.

ALTERNATE CONSIDERATION

Not approve the motion at this time.

DECISION MODE

This item will be on the March 21, 2011 City Council Agenda for formal consideration.



Darien Chamber of Commerce
1702 Plainfield Road
Darien, Illinois 60561
630.968.0004 fax 630.968.2474

January 28, 2011

Joanne F. Coleman
City Clerk
City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Joanne:

On behalf of the Darien Dash Organizing Committee, I would like to request approval to hold the 11th Annual Darien Dash 5k Run/1Mile Walk, on Sunday, May 15, 2011 at 8:00am.

This year we have added a 10k race to the Darien Dash. Our Committee has been in contact with the Darien Police Department to review the 10k route and request assistance with traffic control. Attached are street maps with the course layout for the 10K, 5K and 1 Mile races.

We request approval to use the right half of the involved streets for the Darien Dash. The 10K race will begin at the northwest corner of Darien Community Park and will proceed along the following route: 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 72nd Street; west on 72nd Street to Richmond Avenue, south on Richmond Avenue to Seminole Drive, north on Seminole to Wilmette Ave, north on Wilmette to 67th Street, east on 67th to Alabama Ave., south on Alabama to Chestnut Lane, west on Chestnut to path connecting to Bentley Avenue, south on Bentley to 71st Street, east on 71st to finish line at northwest corner of Darien Community Park.

The 5K race will begin at the northwest corner of Darien Community Park and will proceed along the following route: 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 the northwest corner of Darien Community Park.

darienchamber.com

The 1-mile run/walk will proceed along the following route: 71st Street to Richmond; north on Richmond to Maple; east on Maple to Bentley; south on Bentley to 71st Street; east on 71st Street to northwest corner of Darien Community Park.

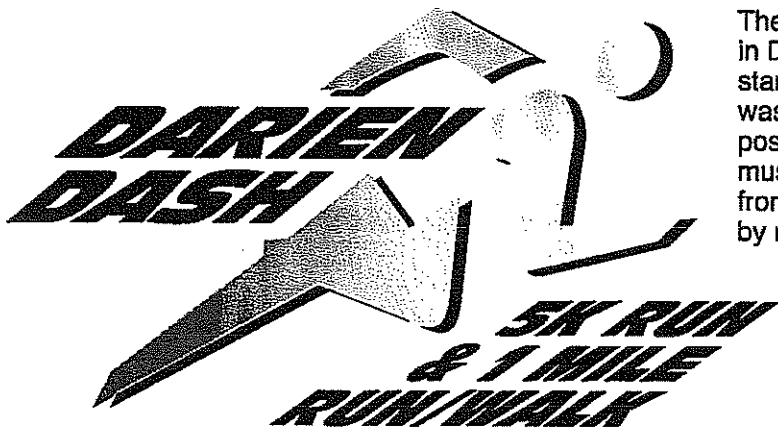
In order to ensure the safety of the runners, we also request the Darien Police Department to redirect traffic away from the race course. Since the race is on a Sunday morning, we would not expect heavy traffic during the run.

Sincerely,

Jason Bishop

2011 Darien Dash Chairman

Attachment (2 maps)

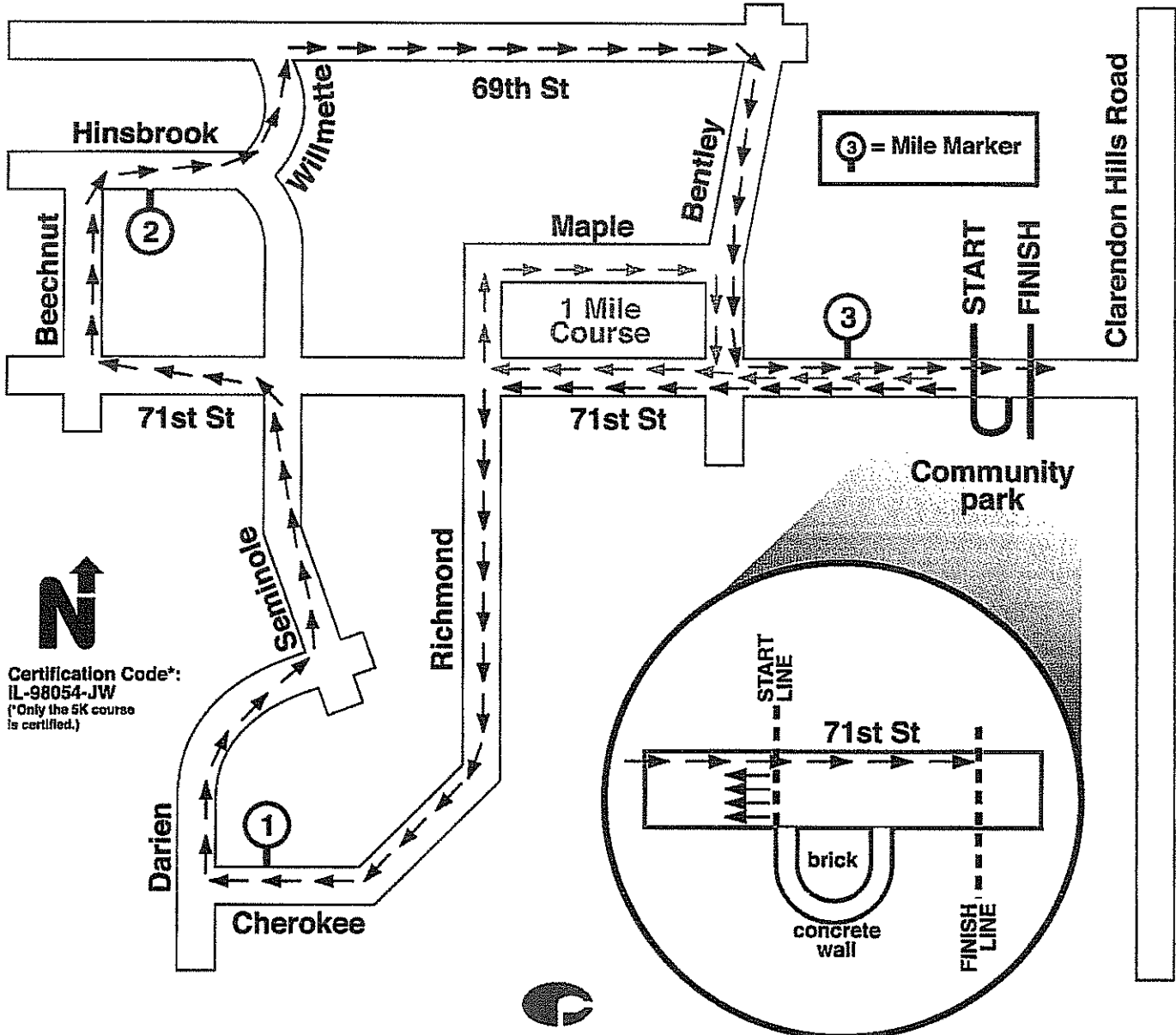


The course is entirely on the paved and curbed streets in Darien, Illinois. See map for route and location of the start and finish lines and all mile points. The course was measured on the streets along the shortest possible route. There are no lane restrictions. Turns must be monitored or barriers set to prevent runners from short-cutting over the curb. All points are marked by red spray paint.

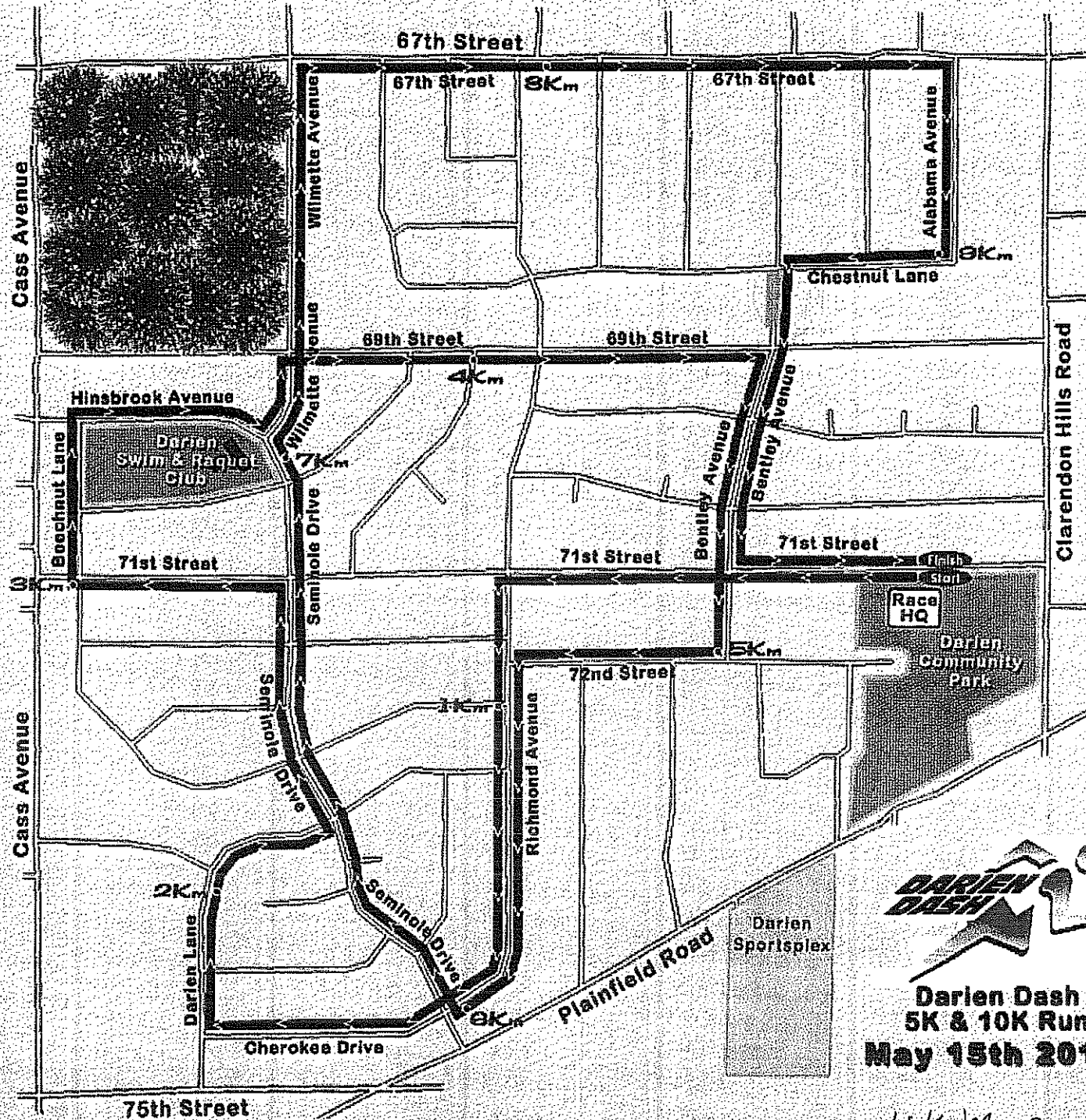


Darien Chamber of Commerce
 1702 Plainfield Road
 Darien, Illinois
 630.968.0004 fax 630.968.2474

START LINE: 71st Street even with the west side of the horseshoe-shaped entrance to the park. (See map inset.)
 MILE 1: Cherokee Dr. 15 ft. east of the east edge of the driveway of 1010 address.
 MILE 2: Hinsbrook Ave. 12 ft. east of the east edge of the driveway of 1110 address.
 MILE 3: 71st Street 17 ft. east of east side of driveway of 530 address.
 FINISH LINE: 71st Street 65.5 ft. east of east side of the horseshoe. 125.5 ft. east of the start line.



Certification Code*:
 IL-98054-JW
 (*Only the 5K course
 is certified.)



**Darlen Dash
5K & 10K Run
May 15th 2011**

10K Map

AGENDA MEMO

City Council

March 21, 2011

ISSUE STATEMENT

A resolution accepting a proposal from Accurate Tank Construction to repair fuel tank risers, probes and concrete pad replacement at the Municipal Services facility located at 1041 South Frontage Road at a cost not to exceed \$42,890.

RESOLUTION

BACKUP

BACKGROUND

The City of Darien has owned and maintained underground fuel tanks since 1985 to supply gasoline for its own fleet and other local districts. Recently the City staff has been notified that the tank gauge probes and fuel fill wells have deteriorated and need replacement. The scope of the work entails removing the existing deteriorating concrete pad, earth excavation, dewatering, removal and replacement of the existing probes and fuel tank wells, aggregate backfill and the placement of concrete.

Competitive quotes were requested for the repairs. The two quotes were close in pricing, with the deciding factor a larger allowance for ground water removal from Accurate Tank Construction. The bid from Accurate Tank Construction was \$42,890; a quote for the same amount of ground water pumped for the other bidder, A.B.D. Tank & Pump Company would be \$43,311. The proposed expenditure was not anticipated and the 50% of the funding would come from 12-51-4815 Water Depreciation and 50% would come from Capital Projects Fund –Building Repairs Account No. 25-30-4815. The total estimated costs for the repairs are estimated not to exceed \$42,890 as per the attached schedule of prices.

RECOMMENDATION

The Administrative/Finance Committee recommends approval of a resolution accepting a proposal from Accurate Tank Construction for the urgent repairs for the fuel tank risers, probes and concrete pad replacement at the Municipal Services facility located at 1041 South Frontage Road at a cost not to exceed \$42,890.

ALTERNATE CONSIDERATION

No alternatives are available.

DECISION MODE

This item will be placed on the March 21, 2011 City Council agenda for formal approval.

A RESOLUTION ACCEPTING A PROPOSAL FROM ACCURATE TANK CONSTRUCTION TO REPAIR FUEL TANK RISERS, PROBES AND CONCRETE PAD REPLACEMENT AT THE MUNICIPAL SERVICES FACILITY LOCATED AT 1041 SOUTH FRONTAGE ROAD AT A COST NOT TO EXCEED \$42,890

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the Mayor is hereby authorized to execute an Agreement between the City of Darien and Accurate Tank Construction, a copy of which is attached hereto as "[Exhibit A](#)", which is by this reference expressly incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND SEALED AND RETURNED TO 1702 PLAINFIELD ROAD BY NO LATER THAN MARCH 9, 2011 - 11 A.M.

ATTN: PUBLIC WORKS

QUESTIONS MAY BE DIRECTED TO MUNICIPAL SERVICES AT 630-353-8105

Submitted by: Jason Reed

Vendor Name: Accurate Tank Construction

Address: 204 Poplar Place North Aurora, IL 60542

Date: 3-08-11

Phone #: 630-375-6121 Fax #: 630-844-0091

E-mail Address: Jasonreed@accuratetank.com

Authorized Signature: Jason Reed

Quote Amount: \$ 42,890

Quote Amount in Writing: Forty two thousand eight hundred ninety & $\frac{00}{100}$

The vendor shall provide three references with phone numbers below:

1. City of Park Ridge - Mike McGrath - 847-318-5243
2. Village of Lisle - Ken Lange - 630-271-4185
3. Village of Bartlett - Paul Keister 630-837-0811

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____

Title: _____

Date: _____



SCOPE OF WORK

Parties

Accurate Tank Construction, Inc. (hereinafter "ATC")

Customer (hereinafter "customer"):

City of Darien Public Works
1041 S Frontage Road
Darien, IL 60561

Scope of Work

The scope of work included in the base cost to perform tank top upgrades and concrete replacement at the City of Darien Public Works facility includes the following:

- Saw cut, break out and remove an approximate 45' X 50' of concrete and asphalt from over gasoline and diesel tanks and around existing fueling island
- Pump out up to 10,000 gallons of ground water and dispose of at licensed waste facility (see note below)
- Provide vac truck to remove gravel down to tank top around existing fill and probe risers
- Remove existing fill and probe risers
- Install new 4" galvanized steel fill and probe risers
- Install new EBW 5 gallon below grade spill containments on fill risers
- Install new fill caps and adapters
- Install new 18" manholes over probe risers
- Install new 12" monitoring well manhole
- Backfill excavation with stone previously removed
- Excavate to depth of 16" in asphalt areas
- Haul all dirt spoils to Morris Landfill
- Supply and install 8" of CA-6 in asphalt areas
- Resurface areas of broken out concrete and asphalt with new concrete at 8" thick re-enforced with fiber mesh

NOTE

We have included a total of 7,500 gallons of ground water removal and disposal in our base cost. It is expected that 7,500 gallons will be approximately the amount of water pumped out to complete this work. However in order to be fair to the City of Darien and ourselves, we would include that we would deduct or add from/to our base price \$.35 per gallon of ground water removed if it ends up being under or over the 7,500 gallon total

Ashley Prueter

From: Kris Throm
Sent: Tuesday, February 22, 2011 12:47 PM
To: Dan Gombac
Cc: Dan Salvato
Subject: RE: needed tank work

Dan,

Jason Reed from Accurate Tank is going to come down to the PW shop tomorrow morning around 7 – 7:30 am to talk discuss this. Then he will work up some numbers. Per our conversation earlier I will let him know that we would like them to cut and remove the concrete and fix the risers and we would handle the concrete restoration unless he has a good enough reason for us not to.

Kris

From: Dan Gombac
Sent: Tuesday, February 22, 2011 10:48 AM
To: Kris Throm
Cc: Dan Salvato
Subject: RE: needed tank work

Price on repairs to risers

Daniel Gombac
Director of Municipal Services
630-353-8106

From: Kris Throm
Sent: Tuesday, February 22, 2011 9:35 AM
To: Dan Salvato; Dan Gombac
Cc: David Fell
Subject: FW: needed tank work

Dan,

Please see comments below in regards to the issues with the fuel tanks at PW shop.

Kris

From: Jason Reed [<mailto:jasonreed@accuratetank.com>]
Sent: Thursday, February 17, 2011 4:23 PM
To: Kris Throm
Subject: needed tank work

Hi Kris,

Just wanted to make you aware of what we found when working on your tank gauge the other day. The problem was that the riser that the tank gauge probe goes down through is rusting so badly from the inside that rust flakes are falling down around the floats on the probe and actually stopping the floats from moving like they are suppose to. The other thing that I noticed when I stopped by to drop off parts for our tech was that the manholes over the tanks are in really bad shape. The real concern there is that if the manholes do not hold up and a truck or bus or whatever parks or drives on one of the

manholes and it gives way, that will put all the weight of that vehicle directly on the riser that is directly threaded into the tank, and that weight could easily cause the riser to be pushed right through the top of your fiberglass tank. That would cost major bucks to fix that not to mention the possible environmental concerns. What we would strongly suggest, is that a tank top replacement be done on your fuel tanks. Basically a removal of the concrete from over the tanks, remove gravel to tank top, replace all the steel risers due to corrosion and replace with new and install new manholes with new concrete. I know that money is an issue for everyone right now, but this work should at least be budgeted for so it can get done in the not horribly distant future. In the mean time, I would suggest placing a cones or barricades over any manholes that are in really bad shape so no one can drive over them or park on them. If you want me to stop by to go over this with you and then at least work up some budgetary cost let me know.

Have a good evening

Jason Reed

Accurate Tank
204 Poplar Place
North Aurora, IL 60542
PH 630-375-6121 EXT. 16
FX 630-844-0091

AGENDA MEMO

City Council

March 21, 2011

ISSUE STATEMENT

Consideration of a resolution to authorize the City Administrator to purchase and install a new server in an amount not to exceed \$10,806.

RESOLUTION **BACKUP**

BACKGROUND/HISTORY

The City of Darien currently operates its own e-mail system and computer network infrastructure through a server that was purchased in 2001. Since then staff and elected officials have greatly increased their utilization of computers and e-mails to increase productivity, communicate with residents, and store documents for later use. Additionally, technological advancements have been made over the past decade to better support the increased technology utilization by Darien and other communities.

The current server is no longer sufficient for the City's needs. It currently runs Exchange Server 2000, which has had three upgrades since the City purchased it in 2001. Exchange Server 2010 cannot be added until the operating system is upgraded to a 64 bit system. Other new types of software cannot be added to the server until the operating system is upgraded, which requires a new server.

The new server would have the ability to support the software needed for the City of Darien and have 256 times the storage capacity, needed to hold important e-mails that may include pictures or videos. This server is recommended over lesser models because it includes four one terabyte drives for increased capacity, which also allows the server to work even in one drive fails. The server comes with a three year limited warranty and a five year warranty on the drives. The server costs \$6,556, with 50 hours of anticipated labor cost for a total of \$10,806. The remainder of the entire project which included a backup server and other needed equipment is budgeted in the FYE 2012 budget in the amount of \$12,000

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving this resolution.

ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

DECISION MODE

This item will be on the March 21, 2011 City Council meeting for formal approval.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE AND
INSTALL A NEW SERVER IN AN AMOUNT NOT TO EXCEED \$10,806**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is authorized to purchase and install a new server in an amount not to exceed \$10,806.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Darlen, City of

Account: 00540

Invoice: 16791

Thank you for your business.
Quote: \$10,806.00

Darlen, City of
 1702 Plainfield Road
 Darlen IL 60561

630 852 5000

Labor Charges

Employee	Description	Date	Hours	Rate	Total
Scott S.	Server Installation and migration	05/01/2011	50.00	\$85.00	\$4,250.00
					sub total: \$4,250.00

Equipment Charges

#	Name/Description	Price	Tax	Total
1	HP ProLiant DL320 G6	\$6,556.00	0.00%	\$6,556.00
				sub total \$6,556.00

Quote: \$10,806.00

Please contact us to place this order

Notes

QUOTES: All labor entries are estimates. Travel time is not included in the quote. A final invoice of 'Actual Time' and 'Travel Time' will be billed when the project is complete. Any issues not listed in a quote will NOT be considered part of the project and will be billed in addition to the quote as a separate issue.

Includes 4 x 1TB drives in RAID 5 Configuration
 BD3034, DN1544, BG4220

Manufacturer Website Address: www.hp.com

Brand Name: HP

Product Line: ProLiant

Product Series: DL320 G6

Product Name: ProLiant DL320 G6 Server

Marketing Information: The HP ProLiant DL320 G6 Server is an enterprise rack-optimized server at an entry level price. The highly manageable 1 processor, 1U server is ideal for single-application IT infrastructure, web and edge-of-network applications.

Product Type: Entry-level Server

Darien, City of
Account: 00540
Invoice: 16791



Thank you for your business.
Quote: \$10,806.00

Number of Processors Support: 1
Number of Processors Install: 1
Processor Manufacturer: Intel
Processor Type: Xeon
Processor Model: E5520
Processor Core: Quad-core
Processor Speed: 2.26 GHz
64-bit Processing: Yes
Chipset Manufacturer: Intel
Chipset Model: 5500
Standard Memory: 8 GB
Maximum Memory: 24 GB
Memory Technology: DDR3 SDRAM
Memory Standard: DDR3-1066/PC3-8500
Optical Drive Type: Not Included
Optical Media Support: Not Included
Controller Type: Serial ATA/150
RAID Support: Yes
Graphics Controller Manufacturer: ATI
Graphics Controller Model: ES1000
Graphics Memory Capacity: 32 MB
Ethernet Technology: Gigabit Ethernet
Number of USB Ports: 6
Package Contents: ProLiant DL320 G6 Server , 1 x 6' Highline (IEC-IEC) Power Cord
Green Compliance: Yes
Case Style: Rack
Rack Height: 1U
Height: 1.70"
Width: 17.64"
Depth: 26.85"
Standard Warranty: 3 Year Limited

All Information Services, Inc.
6325 Joliet Road - Suite 100
Countryside, IL 60525

aisLabs.com
billing@aisLabs.com
p: 708.352.7050
f: 708.469.2559

Thank you for your business
AIS - your technology partner

AGENDA MEMO

City Council

March 21, 2011

ISSUE STATEMENT

Preliminary approval of the 2011 Concrete Program contract with Suburban Concrete, Inc. in an amount not to exceed \$441,762.00 for the 2011 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work. **The proposed contract is subject to the FY11-12 Budget approval.**

RESOLUTION

BACKGROUND/HISTORY

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 11-12 Budget allocates for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

The contract also offers residents at a pass through cost the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the City will be inspecting the work.

Attached and labeled as [Attachment B](#), please find the prices received at the bid opening held on January 26, 2011, pages 3 & 4. Staff received eleven (11) bids with the lowest bidder being Suburban Concrete Inc.

COMMITTEE RECOMMENDATION

Pending final funding for the program the Municipal Services Committee recommends accepting the contract from Suburban Concrete Inc in an amount not to exceed \$441,762.00 for the 2011 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application. Suburban Concrete has completed the concrete work for the City of Darien in 2009 and 2010 with quality workmanship.

Pending the FY11-12 Budget approval, the proposed contract will be forwarded to the March 21, 2011 City Council Meeting for formal approval.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on a future City Council agenda pending the FY11-12 Budget approval.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT FOR THE 2011 CONCRETE SIDEWALK, APRON, CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM AND WAIVING THE \$75.00 PERMIT FEE APPLICATION TO PARTICIPATING RESIDENTS

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2011 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete Inc., attached hereto as "[Exhibit A](#)".

SECTION 2: The \$75.00 permit fee is waived for residents who participate in the program.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 21st day of March, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SCOPE OF WORK: VARIOUS CONCRETE REMOVAL AND REPLACEMENT
SPECIFICATIONS

SPECIFICATIONS AND CONTRACT DOCUMENT-CONCRETE 2011

BIDDERS NAME SUBURBAN CONCRETE INC.

STREET 21227 W COMMERCIAL DR STE B
(Print)

CITY MUNDELEIN STATE IL

ZIP CODE 60060

TELEPHONE # 847-837-8805 FACSIMILE # 847-837-8827

E-MAIL ADDRESS SUBURBANCONCRETE@COMCAST.NET

INSTRUCTIONS TO BIDDERS SPECIFICATIONS

- I. The scope of work under this contract shall include the following:
 - A. All identified sidewalk, driveway apron or curb shall be removed and replaced by the Contractor. All sawcutting shall be performed with a wet method. All slurry shall be removed after the sawcutting.
 - B. Any additional gravel required for the underlying leveling course will be supplied as required and delivered to the work site by the Contractor and will be incidental to the contract.
 - C. Contractor shall supply all material and labor to remove and construct the required sidewalk, driveway and curb, **including forms consisting of slip forms for all sidewalk applications. A Grad-All will be required for the removal of all existing sidewalk, aprons, and curb and gutter.**
 - D. The contractor shall supply and be responsible for the placement of any required barricades or warning and safety devices.
 - E. Contractor shall remove the construction forms and related debris from the job site after the sidewalk, driveway and curb has cured sufficiently to use. but no later than seventy-two (72) hours after finishing. No construction forms or debris shall be placed within the right of way.
 - F. Restoration to the street, parkway, and adjacent property will be completed by the City and not included in the contract. The curb and gutter adjacent to the roadway will require a concrete/grout back fill. The grout will be considered **incidental** to the contract.

SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:30 AM. on Wednesday, January 26, 2011 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	15,000-20,000	SQUARE FOOT	20,000 X Unit Cost	3.89	77,800.00
2.	PCC-SIDEWALK IN PLACE-ADA	50-500	SQUARE FOOT	500 X Unit Cost	6.00	3000.00
3.	PCC-DRIVE WAY APRON	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	3.89	60,295.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	4.25	65,875.00
4.	PCC CURB AND GUTTER - WITH CONCRETE GROUT (CLSM)	10,000-27,500	LINEAL FOOT	27,500 X Unit Cost	11.99	329,725.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	5.60	5.60
6.	CONCRETE SEALER - APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	.50	.50
7.	CONCRETE SEALER - DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	.50	.50
8.	TOTAL PROJECT COST					

Total Project Cost in written form: FIVE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED AND ONE 60/100

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement of forms shall consist of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.

- 2 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement and finishing of the concrete sidewalk to comply with the American Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
 - Unit of measurement for pay item is per square foot.

- 3 - This item will include the following:

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

SUBURBAN CONCRETE INC., as part of its bid on a
(Name of Contractor)

contract for Concrete 11 to the City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720ILCS 5/33E-3 or 5/33E-4.

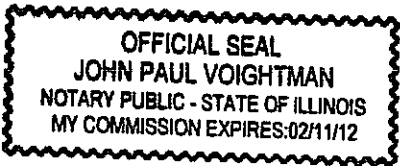
By: [Signature] PRESIDENT
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 24TH day of
JANUARY, 2011.

MY COMMISSION EXPIRES:

2-11-2012
[Signature]
NOTARY PUBLIC



BID PROPOSAL
SCHEDULE OF PRICES

We propose to furnish labor and material - complete in accordance with the foregoing specifications and subject to all conditions found within such specifications, either expressed herein writing, for the described area sections and within the general conditions, and as per the scheduled prices expressed here in and about.

RESPECTFULLY SUBMITTED:

SUBURBAN CONCRETE INC

(Corporate Seal)

CORPORATE NAME

Attest:

By:

[Signature]

By:

[Signature]
President

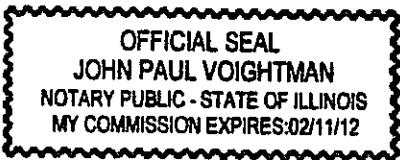
SUBSCRIBED AND SWORN BEFORE ME

This 24TH day of

JANUARY, 20 11

MY COMMISSION EXPIRES:

2-11-2012
[Signature]
NOTARY PUBLIC



CONTRACT

1. This agreement, made and entered into this ____ day of _____ 2011, between the City of Darien, acting by and through its Mayor and Clerk and _____.
2. That for and in consideration of the payments and agreements mentioned in City of Darien Contract Document Number CONCRETE 11 attached hereto, _____ agrees with the City of Darien at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such City of Darien Contract Document Number CONCRETE 11 attached hereto.
3. It is understood and agreed that City of Darien Contract Document Number CONCRETE 11 hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: _____
City Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

(Corporate Seal)

IF A PARTNERSHIP

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20__

MY COMMISSION EXPIRES:

NOTARY PUBLIC

2011 CONCRETE SIDE WALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	SIDEWALK COST:						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPARTMENT	TOTAL COST WATER DEPARTMENT	TOTAL
3	RATED 4 AND 5 DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	20,000	SQUARE FOOT	\$ 3.89	\$ 77,800.00	\$	\$ 77,800.00
4	ADA SIDEWALK	250	SQUARE FOOT	\$ 6.00	\$ 1,500.00	\$	\$ 1,500.00
5	SIDEWALK RESTORATION	1,000	SQUARE FOOT	\$ 3.89	\$	\$ 3,890.00	\$ 3,890.00
6	TOTAL SIDEWALK COST:				\$ 79,300.00	\$ 3,890.00	\$ 83,190.00
7							
8	APRON COST:						
9	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 4.25	\$ 10,625.00	\$	\$ 10,625.00
10	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50	\$ 1,250.00	\$	\$ 1,250.00
11	APRON RESTORATION	2,500	SQUARE FOOT	\$ 4.25	\$	\$ 10,625.00	\$ 10,625.00
12	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50	\$	\$ 1,250.00	\$ 1,250.00
13	TOTAL APRON COSTS:				\$ 11,875.00	\$ 11,875.00	\$ 23,750.00
14							
15	CURB AND GUTTER COST:						
16	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	TOTAL COST STREET DEPARTMENT	TOTAL COST WATER DEPARTMENT	TOTAL
17	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	27,500	LINEAL FOOT	\$ 11.99	\$ 329,725.00	\$	\$ 329,725.00
18	CURB AND GUTTER-WATER DEPARTMENT	300	LINEAL FOOT	\$ 11.99	\$	\$ 3,597.00	\$ 3,597.00
19	TOTAL CURB AND GUTTER COST:				\$ 329,725.00	\$ 3,597.00	\$ 333,322.00
20	TOTAL PROPOSED EXPENDITURE:				\$ 420,900.00	\$ 19,362.00	\$ 440,262.00
21	REQUESTED EXPENDITURE						\$ 441,762.00

2011 CONCRETE PROGRAM COST SUMMARY

	A	B	C	D
	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION	PROPOSED EXPENDITURE	BALANCE
19				
20	25-35-4380 SIDEWALK PROGRAM	\$ 77,800.00	\$ 77,800.00	\$ -
21	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 1,500.00	\$ 1,500.00	\$ -
22	TOTAL	\$ 79,300.00	\$ 79,300.00	\$ -
23	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & APRON	\$ 19,362.00	\$ 19,362.00	\$ -
24	25-35-4383 CURB AND GUTTER	\$ 329,725.00	\$ 329,725.00	\$ -
25	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	\$ 11,875.00	\$ 11,875.00	\$ -
26	TOTAL	\$ 440,262.00	\$ 440,262.00	\$ -
27	01-30-4381 RESIDENT CONCRETE EXPENSE FOR APRON, SIDEWALKS, CURB AND GUTTER	TO BE DETERMINED	TO BE DETERMINED	NOT APPLICABLE

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		RAI CONCRETE		GLOBE CONSTRUCTION		ALLIANCE CONTRACTORS		DAVIS CONCRETE			
		1827 BLCKHAWK DRIVE		1781 ARMITAGE COURT		1166 LAKE AVENUE		11633 S. MAYFIELD AVE.			
		WEST CHICAGO, IL 60185		ADDISON, IL 60101		WOODSTOCK, IL 60098		ALSIP, IL 60803			
		Quantity - Maximum Proposed									
ITEM	DESCRIPTION	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost		
1	Sidewalk	20,000	\$ 4.50 \$ 90,000.00	\$ 4.15	\$ 83,000.00	\$ 9.30	\$ 186,000.00	\$ 4.90	\$ 98,000.00		
2	ADA	500	\$ 13.50 \$ 6,750.00	\$ 12.50	\$ 6,250.00	\$ 18.95	\$ 9,475.00	\$ 9.50	\$ 4,750.00		
3	Driveway Apron	15,500	\$ 4.50 \$ 69,750.00	\$ 4.49	\$ 69,595.00	\$ 14.05	\$ 217,775.00	\$ 5.00	\$ 77,500.00		
3A	Apron w/fiber mesh	15,500	\$ 4.65 \$ 72,075.00	\$ 4.69	\$ 72,695.00	\$ 14.25	\$ 220,875.00	\$ 5.15	\$ 79,825.00		
4	Curb & Gutter w/grout	27,500	\$ 17.50 \$ 481,250.00	\$ 17.39	\$ 478,225.00	\$ 49.90	\$ 1,372,250.00	\$ 22.00	\$ 605,000.00		
	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 6.45 \$ 6.45	\$ 5.25	\$ 5.25	\$ 14.45	\$ 14.45	\$ 5.15	\$ -		
6	Concrete sealer-apron	TBD	\$ 0.50 \$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15		
7	Concrete sealer-driveway	TBD	\$ 0.50 \$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15		
	TOTALS		\$ 719,832.45		\$ 709,771.25		\$ 2,006,389.85		\$ 865,075.30		
Corrected from 719,825.00				\$ -				Corrected from 865,080.45			
		J & J NEWELL CONCRETE		DLAND CONSTRUCTION		G&M CEMENT CONSTRUCTION		SCHROEDER & SCHROEDER			
		PO BOX 329		600 S. COUNTY LINE ROAD		58 WEST COMMERCIAL ROAD		7306 CENTRAL PARK			
		CALUMET CITY, IL 60409		BENSENVILLE, IL 60106		ADDISON, IL 60101		SKOKIE, IL 60076			
		Quantity - Maximum Proposed									
ITEM	DESCRIPTION	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost		
1	Sidewalk	20,000	\$ 5.00 \$ 100,000.00	\$ 4.19	\$ 83,800.00	\$ 4.40	\$ 88,000.00	\$ 3.99	\$ 79,800.00		
2	ADA	500	\$ 10.00 \$ 5,000.00	\$ 14.25	\$ 7,125.00	\$ 13.50	\$ 6,750.00	\$ 7.00	\$ 3,500.00		
3	Driveway Apron	15,500	\$ 6.00 \$ 93,000.00	\$ 4.44	\$ 68,820.00	\$ 4.60	\$ 71,300.00	\$ 4.05	\$ 62,775.00		
3A	Apron w/fiber mesh	15,500	\$ 6.00 \$ 93,000.00	\$ 4.67	\$ 72,385.00	\$ 4.80	\$ 74,400.00	\$ 4.15	\$ 64,325.00		
4	Curb & Gutter w/grout	27,500	\$ 19.00 \$ 522,500.00	\$ 14.44	\$ 397,100.00	\$ 16.45	\$ 452,375.00	\$ 13.25	\$ 364,375.00		
	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 6.00 \$ 6.00	\$ 6.25	\$ 6.25	\$ 5.50	\$ 5.50	\$ 6.00	\$ 6.00		
6	Concrete sealer-apron	TBD	\$ 1.00 \$ 1.00	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25		
7	Concrete sealer-driveway	TBD	\$ 1.50 \$ 1.50	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25		
	TOTALS		\$ 813,508.50		\$ 629,239.25		\$ 692,836.50		\$ 574,783.50		
Corrected from 629,230.00				Corrected from 574,783.50							

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		JB CONCRETE			A LAMP CONCRETE		SUBURBAN CONCRETE				
		10 S 312 SCHOGER ROAD			1900 WRIGHT BLVD.		21227 W. COMMERCIAL DRIVE				
		NAPERVILLE, IL 60564			SCHAUMBURG, IL 60193		MUNDELEIN, IL 60060				
ITEM	DESCRIPTION	Quantity - Maximum Proposed	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	
1	Sidewalk	20,000	\$ 7.13	\$ 142,600.00	\$ 4.30	\$ 86,000.00	\$ 3.89	\$ 77,800.00	\$ -	\$ -	
2	ADA	500	\$ 13.34	\$ 6,670.00	\$ 10.00	\$ 5,000.00	\$ 6.00	\$ 3,000.00	\$ -	\$ -	
3	Driveway Apron	15,500	\$ 7.47	\$ 115,785.00	\$ 4.75	\$ 73,625.00	\$ 3.89	\$ 60,295.00	\$ -	\$ -	
3A	Apron w/fiber mesh	15,500	\$ 7.64	\$ 118,420.00	\$ 5.00	\$ 77,500.00	\$ 4.25	\$ 65,875.00	\$ -	\$ -	
4	Curb & Gutter w/grout	27,500	\$ 28.44	\$ 782,100.00	\$ 16.00	\$ 440,000.00	\$ 11.99	\$ 329,725.00	\$ -	\$ -	
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 7.08	\$ 7.08	\$ 7.50	\$ 7.50	\$ 5.60	\$ 5.60	\$ -	\$ -	
6	Concrete sealer-apron	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -	
7	Concrete sealer-driveway	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -	
TOTALS				\$ 1,165,582.50		\$ 682,135.00		\$ 536,701.60	\$ -	\$ -	
			Corrected from 1,165,660.00								

AGENDA MEMO

**City Council
March 21, 2011**

ISSUE STATEMENT

A resolution authorizing the City to add quantities to the proposed current contract for Suburban Concrete Inc for the removal and replacement of concrete aprons required for apron restorations as required for various capital and storm water projects for a period of May 1, 2011 through April 30, 2012. **The proposed contract is subject to the FY11-12 Budget approval.**

RESOLUTION

BACKGROUND

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various capital and storm water projects. Restoration for the driveway aprons and/or curb and gutter includes establishing uniform cuts, concrete removal and replacement.

Attached, please find the prices received at the bid opening held on January 26, 2011, [pages 2 & 3](#). Staff received eleven (11) bids with the lowest bidder being Suburban Concrete Inc. Suburban Concrete completed the 2009 & 2010 Concrete Program with quantity results.

The expenditure would come from the Capital account storm water Ditch projects 25-35-4376. The total estimated costs for all maintenance and budgetary programs for the concrete replacement are estimated at approximately \$55,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

Staff recommends approval of this resolution with Suburban Concrete Inc.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the March 21, 2011 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION TO ADD QUANTITIES TO THE CURRENT CONTRACT FROM SUBURBAN CONCRETE INC FOR APRON RESTORATIONS FOR THE 2011 DITCH MAINTENANCE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000.00

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

SECTION 1: The City Council of the City of Darien hereby adds quantities to the current contract from Suburban Concrete Inc in an amount not to exceed \$55,000.00 for the 2011 Ditch Maintenance Projects, relating to sawcutting, removal, purchase and replacement of concrete aprons.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		RAI CONCRETE		GLOBE CONSTRUCTION		ALLIANCE CONTRACTORS		DAVIS CONCRETE			
		1827 BLCKHAWK DRIVE		1781 ARMITAGE COURT		1166 LAKE AVENUE		11633 S. MAYFIELD AVE.			
		WEST CHICAGO, IL 60185		ADDISON, IL 60101		WOODSTOCK, IL 60098		ALSIP, IL 60803			
		Quantity - Maximum Proposed									
ITEM	DESCRIPTION	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost		
1	Sidewalk	20,000	\$ 4.50 \$ 90,000.00	\$ 4.15	\$ 83,000.00	\$ 9.30	\$ 186,000.00	\$ 4.90	\$ 98,000.00		
2	ADA	500	\$ 13.50 \$ 6,750.00	\$ 12.50	\$ 6,250.00	\$ 18.95	\$ 9,475.00	\$ 9.50	\$ 4,750.00		
3	Driveway Apron	15,500	\$ 4.50 \$ 69,750.00	\$ 4.49	\$ 69,595.00	\$ 14.05	\$ 217,775.00	\$ 5.00	\$ 77,500.00		
3A	Apron w/fiber mesh	15,500	\$ 4.65 \$ 72,075.00	\$ 4.69	\$ 72,695.00	\$ 14.25	\$ 220,875.00	\$ 5.15	\$ 79,825.00		
4	Curb & Gutter w/grout	27,500	\$ 17.50 \$ 481,250.00	\$ 17.39	\$ 478,225.00	\$ 49.90	\$ 1,372,250.00	\$ 22.00	\$ 605,000.00		
	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 6.45 \$ 6.45	\$ 5.25	\$ 5.25	\$ 14.45	\$ 14.45	\$ 5.15	\$ -		
6	Concrete sealer-apron	TBD	\$ 0.50 \$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15		
7	Concrete sealer-driveway	TBD	\$ 0.50 \$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15		
	TOTALS		\$ 719,832.45		\$ 709,771.25		\$ 2,006,389.85		\$ 865,075.30		
Corrected from 719,825.00				\$ -				Corrected from 865,080.45			
		J & J NEWELL CONCRETE		DLAND CONSTRUCTION		G&M CEMENT CONSTRUCTION		SCHROEDER & SCHROEDER			
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		CALUMET CITY, IL 60409		BESENVILLE, IL 60106		ADDISON, IL 60101		SKOKIE, IL 60076			
		Quantity - Maximum Proposed									
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7	Concrete sealer-driveway	TBD	\$ 1.50 \$ 1.50	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25		
	TOTALS		\$ 813,508.50		\$ 629,239.25		\$ 692,836.50		\$ 574,783.50		

Corrected from 629,230.00

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		JB CONCRETE			A LAMP CONCRETE		SUBURBAN CONCRETE				
		10 S 312 SCHOGER ROAD			1900 WRIGHT BLVD.		21227 W. COMMERCIAL DRIVE				
		NAPERVILLE, IL 60564			SCHAUMBURG, IL 60193		MUNDELEIN, IL 60060				
ITEM	DESCRIPTION	Quantity - Maximum Proposed	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	
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2	ADA	500	\$ 13.34	\$ 6,670.00	\$ 10.00	\$ 5,000.00	\$ 6.00	\$ 3,000.00	\$ -	\$ -	
3	Driveway Apron	15,500	\$ 7.47	\$ 115,785.00	\$ 4.75	\$ 73,625.00	\$ 3.89	\$ 60,295.00	\$ -	\$ -	
3A	Apron w/fiber mesh	15,500	\$ 7.64	\$ 118,420.00	\$ 5.00	\$ 77,500.00	\$ 4.25	\$ 65,875.00	\$ -	\$ -	
4	Curb & Gutter w/grout	27,500	\$ 28.44	\$ 782,100.00	\$ 16.00	\$ 440,000.00	\$ 11.99	\$ 329,725.00	\$ -	\$ -	
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 7.08	\$ 7.08	\$ 7.50	\$ 7.50	\$ 5.60	\$ 5.60	\$ -	\$ -	
6	Concrete sealer-apron	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -	
7	Concrete sealer-driveway	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -	
TOTALS				\$ 1,165,582.50		\$ 682,135.00		\$ 536,701.60		\$ -	
			Corrected from 1,165,660.00								

AGENDA MEMO

**City Council
March 21, 2011**

Issue Statement

Preliminary approval of the 2011 Street Maintenance contract with James D. Fiala Paving Inc. in the amount of \$1,234,927.48, including Alternate 2 - 1,500 Square yards of base repair. See [Attachment A](#). **The proposed contract is subject to the FY11-12 Budget approval.**

RESOLUTION

Background/History

The City's 2011 Street Maintenance Program includes 5.65 miles. The program consists of the following roads:

2011 ROAD REHAB					
STREET	SUB DIVISION	LIMIT	RATING	LAST REHAB	ROAD LENGTH
Brewer Rd	Farmingdale Village	Grandview Ln to Alden Ln	66	1995	2150
Drover Ln	Farmingdale Village	Parkview Dr to Burgess Ln	66	1996	3930
Hillside Ln	Farmingdale Village	Meadow Ln to Wood Vale Dr	68	1996	1625
Sandalwood Ct	Farmingdale Village	Beller Dr to N Limit	67	1998	600
Fox Hill Place	Carriage Greens 1 & 2	Carriage Green Dr to Limit	68	1997	720
Kentwood Ct	Brookeridge	Creekside Ln to limit	69	1998	500
Green Valley Rd	Farmingdale Ridge	Green Valley Ct to Wakefield Dr	69	1995	2900
Green Valley Ct	Farmingdale Ridge	Green Valley Rd to Limit	68	1995	500
Wakefield Dr	Farmingdale Ridge	Green Valley Rd to Abbey Dr	66	1996	1460
Galway Ct	Darien Club	Darien Club Dr to limit	68	1996	500
Limerick Ct	Darien Club	Darien Club Dr to limit	66	1996	600
Kelly Ct	Darien Club	Darien Club Dr to limit	66	1997	650
72nd Street	Downers-Fairview	Fairview Ave to Gold Grove Dr	65	1992	800
69th Street	Hinsbrook	Cass Ave to Clarendon Hills Rd	68	1998	5280
70th Street	Hinsbrook	Richmond to Clarendon Hills Rd	68	1998	2760
70th Street CDS 1	Hinsbrook	70th St to Limit	70	1998	180
70th Street CDS 2	Hinsbrook	70th St to Limit	70	1998	180
70th Street CDS 3	Hinsbrook	70th St to Limit	70	1998	180
Darien Ln	Hinsbrook	75th St to Timber Ln	70	1999	1060
Evans Pl	Marion Hills South	Elm St to Janet Ave	66	1997	660
Western Ave	Plainfield Highlands	Plainfield Rd to 72nd St	66	1998	1400
Richmond Ave	67th Street North	67th Street to limit	65	1996	400
High Ridge Ct	67th Street North	Richmond Ave to limit	67	1997	600
Sleepy Hollow CDS	Farmingdale South	Sleepy Hollow Ln to N limit	67	1995	200
	TOTALS	LN FEET			29835
		MILES			5.65

The bid tabulations included 2 alternates broken down as follows:

Base Bid-Includes the proposed schedule as depicted above.

Alternate 1-Included the resurfacing of the Public Works Facility at 1041 South Frontage Road. This item will not be included as part of the 2011 program.

Alternate 2- This item includes the scheduled roadways and 1,500 square yards of base repair on roads outside the scope of the scheduled 2011 roadway improvements. This item was considered an alternate if the bid results exceeded the budget, thus allowing consideration of the alternates to be programmed for FY11/12. The base repair was identified as a preventive maintenance program that would address identified sections of roadways that require sooner than later repairs. This maintenance item also preserves the roadways from more costly repairs in the future. The identified sections are considered base repair patches and are identified as sections of roadways that the existing asphalt is breaking apart and/or developing severe alligating, rutting and potholes. The identified deficiencies indicate that base is weakened and requires stabilization of the base. The identified area is typically excavated 6-inches and replaced with a bituminous product. See [Attachment B](#).

Sealed bids were opened on February 17, 2011. A summary of the six (6) bids received is attached as

Attachment C. James D. Fiala Paving provided the lowest competitive bid for the base bid and Alternates 1 and 2.

The proposed 2011 Road Program would be funded from the following FY 11-12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE
25-35-4855	Street Reconstruction/Rehab	\$ 1,180,927.48	\$ 1,180,927.48
ALTERNATE 2	Base Repair 1500 Square Yards	\$ 54,000.00	\$ 54,000.00
TOTAL PROGRAM EXPENDITURE		\$ 1,234,927.48	\$ 1,234,927.48

Committee Recommendation

Pending funding for the program, the Municipal Services Committee recommends awarding the base bid and Alternate 2 – Base Repair, to James D. Fiala Paving Inc. for the 2011 Road Maintenance Contract in the amount of \$1,234,927.48. James D. Fiala Paving Inc. was awarded the street maintenance contracts in 2005, 2007, 2008, 2009 and 2010 and has provided quality results for the program.

Alternate Consideration

As directed by the City Council.

Decision Mode

This item will be forwarded to the March 21, 2011 City Council Meeting agenda pending the FY11-12 Budget approval.

GRIND 2"		GRIND 2"		GRIND 2"	
LENGTH (FT)=	1625	LENGTH (FT)=	600	LENGTH (FT)=	720
WIDTH (FT)=	26	WIDTH (FT)=	30	WIDTH (FT)=	26
AREA (SY)=	4694	AREA (SY)=	2000	AREA (SY)=	2080
Hillside Ln (Meadow Ln to Woodvale Dr)		Sandalwood Ct (Beller Dr to Limit)		Fox Hill Pl (Carriage Green to Limit)	
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
493	\$ 4.93	210	\$ 2.10	218	\$ 2.18
10	\$ 10.00	4	\$ 4.00	4	\$ 4.00
405	\$ 23,895.00	173	\$ 10,207.00	90	\$ 5,310.00
0	\$ -	0	\$ -	0	\$ -
405	\$ 24,705.00	173	\$ 10,553.00	179	\$ 10,919.00
4694	\$ 8,683.90	2000	\$ 3,700.00	2080	\$ 3,848.00
4694	\$ 6,196.08	2000	\$ 2,640.00	2080	\$ 2,745.60
0	\$ -	0	\$ -	1	\$ 330.00
235	\$ 8,460.00	100	\$ 3,600.00	42	\$ 1,512.00
0	\$ -	0	\$ -	0	\$ -
TOTAL = \$	71,954.91	TOTAL = \$	30,706.10	TOTAL = \$	24,670.78

GRIND 2"		GRIND 2"		GRIND 2"	
LENGTH (FT)=	500	LENGTH (FT)=	1460	LENGTH (FT)=	500
WIDTH (FT)=	34	WIDTH (FT)=	31	WIDTH (FT)=	25
AREA (SY)=	1889	AREA (SY)=	5029	AREA (SY)=	1389
Green Valley Ct (Green Valley Rd to Limit)		Wakefield Dr (Green Valley Rd to Abbey Dr)		Galway Ct (Darren Club Dr to Limit)	
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
198	\$ 1.98	528	\$ 5.28	146	\$ 1.46
4	\$ 4.00	11	\$ 11.00	3	\$ 3.00
81	\$ 4,779.00	217	\$ 12,803.00	120	\$ 7,080.00
0	\$ -	0	\$ -	0	\$ -
163	\$ 9,943.00	434	\$ 26,474.00	120	\$ 7,320.00
1889	\$ 3,494.65	5029	\$ 9,303.65	1389	\$ 2,569.65
1889	\$ 2,493.48	5029	\$ 6,638.28	1389	\$ 1,833.48
0	\$ -	0	\$ -	0	\$ -
38	\$ 1,368.00	101	\$ 3,636.00	28	\$ 1,008.00
0	\$ -	0	\$ -	0	\$ -
TOTAL = \$	22,084.11	TOTAL = \$	58,871.21	TOTAL = \$	19,815.59

GRIND 2"		GRIND 2"		GRIND 2"	
LENGTH (FT)=	800	LENGTH (FT)=	5280	LENGTH (FT)=	2760
WIDTH (FT)=	27	WIDTH (FT)=	27	WIDTH (FT)=	27
AREA (SY)=	2400	AREA (SY)=	15840	AREA (SY)=	8280
72nd Street (Fairview Ave to Gold Grove Pl)		69th Street (Cass Ave to Clarendon Hills Rd)		70th Street (Richmond to Clarendon Hills Rd)	
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
252	\$ 2.52	1663	\$ 16.63	869	\$ 8.69
5	\$ 5.00	33	\$ 33.00	17	\$ 17.00
104	\$ 6,136.00	683	\$ 40,297.00	357	\$ 21,063.00
0	\$ -	0	\$ -	0	\$ -
207	\$ 12,627.00	1366	\$ 83,326.00	714	\$ 43,554.00
2400	\$ 4,440.00	15840	\$ 29,304.00	8280	\$ 15,318.00
2400	\$ 3,168.00	15840	\$ 20,908.80	8280	\$ 10,929.60
0	\$ -	0	\$ -	0	\$ -
120	\$ 4,320.00	317	\$ 11,412.00	332	\$ 11,952.00
0	\$ -	0	\$ -	0	\$ -
TOTAL = \$	30,698.52	TOTAL = \$	185,297.43	TOTAL = \$	102,842.29

GRIND 2"	GRIND 2"
LENGTH (FT)= 180	LENGTH (FT)= 180
WIDTH (FT)= 80	WIDTH (FT)= 80
AREA (SY)= 1600	AREA (SY)= 1600

NUMBER	ITEM	UNIT	UNIT COST	70th Street CDS 1 (70th St to Limit)		70th Street CDS 2 (70th St to Limit)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	20.00	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	1.15	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	8.00	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	0.01	168	\$ 1.68	168	\$ 1.68
40600300	AGGREGATE (PRIME COAT)	TON	1.00	3	\$ 3.00	3	\$ 3.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	59.00	69	\$ 4,071.00	69	\$ 4,071.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	58.00	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	61.00	138	\$ 8,418.00	138	\$ 8,418.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	1.85	1600	\$ 2,960.00	1600	\$ 2,960.00
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	1.32	1600	\$ 2,112.00	1600	\$ 2,112.00
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	330.00	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	36.00	64	\$ 2,304.00	64	\$ 2,304.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	3.50	0	\$ -	0	\$ -
TOTAL = \$				19,869.68		19,869.68	

GRIND 2"	GRIND 2"
LENGTH (FT)= 1400	LENGTH (FT)= 400
WIDTH (FT)= 19	WIDTH (FT)= 20
AREA (SY)= 2956	AREA (SY)= 889

NUMBER	ITEM	UNIT	UNIT COST	Western Ave (Plainfield Rd to 72nd St)		Richmond Ave (67th St to North Limit)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	20.00	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	1.15	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	8.00	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	0.01	310	\$ 3.10	93	\$ 0.93
40600300	AGGREGATE (PRIME COAT)	TON	1.00	6	\$ 6.00	2	\$ 2.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	59.00	255	\$ 15,045.00	38	\$ 2,242.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	58.00	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	61.00	255	\$ 15,555.00	77	\$ 4,697.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	1.85	2956	\$ 5,468.60	889	\$ 1,644.65
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	1.32	2956	\$ 3,901.92	889	\$ 1,173.48
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	330.00	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	36.00	119	\$ 4,284.00	45	\$ 1,620.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	3.50	0	\$ -	0	\$ -
TOTAL = \$				44,263.62		11,380.06	

Full Depth
LENGTH (FT)=
WIDTH (FT)=
AREA (SY)= 6420

NUMBER	ITEM	UNIT	UNIT COST	Reconstruct Municipal Parking Lot		ALT 1	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	20.00	300	\$ 6,000.00	500	\$ 10,000.00
35800100	PREPARATION OF BASE	SQ YD	1.15	6420	\$ 7,383.00	8309	\$ 9,555.35
35800200	AGGREGATE BASE REPAIR	TON	8.00	864	\$ 6,888.00	1315	\$ 10,520.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	0.01	674	\$ 6.74	10329	\$ 103.29
40600300	AGGREGATE (PRIME COAT)	TON	1.00	13	\$ 13.00	206	\$ 206.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	59.00	0	\$ -	4547	\$ 268,273.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	58.00	834	\$ 48,198.00	1103	\$ 63,974.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	61.00	778	\$ 47,458.00	8712	\$ 531,432.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	1.85	0	\$ -	90084	\$ 166,655.40
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	1.32	0	\$ -	91974	\$ 121,405.68
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	330.00	0	\$ -	5	\$ 1,650.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	36.00	0	\$ -	2958	\$ 106,488.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	3.50	6420	\$ 22,470.00	8309	\$ 29,081.50
TOTAL = \$				138,416.74		1,319,344.22	

GRIND 2"		GRIND 2"		GRIND 2"	
LENGTH (FT)=	180	LENGTH (FT)=	1060	LENGTH (FT)=	660
WIDTH (FT)=	80	WIDTH (FT)=	28	WIDTH (FT)=	19
AREA (SY)=	1600	AREA (SY)=	3298	AREA (SY)=	1393
70th Street CDS 3 (70th St to Limit)		Darien Ln (75th St to Timber Ln)		Evans Pl (Elm St to Janet Ave)	
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
0	\$ -	0	\$ -	0	\$ -
168	\$ 1.68	346	\$ 3.46	146	\$ 1.46
3	\$ 3.00	7	\$ 7.00	3	\$ 3.00
69	\$ 4,071.00	142	\$ 8,378.00	60	\$ 3,540.00
0	\$ -	0	\$ -	0	\$ -
138	\$ 8,418.00	284	\$ 17,324.00	120	\$ 7,320.00
1600	\$ 2,960.00	3298	\$ 6,101.30	1393	\$ 2,577.05
1600	\$ 2,112.00	3298	\$ 4,353.36	1393	\$ 1,838.76
0	\$ -	3	\$ 990.00	0	\$ -
64	\$ 2,304.00	66	\$ 2,376.00	28	\$ 1,008.00
0	\$ -	0	\$ -	0	\$ -
TOTAL = \$	19,869.68	TOTAL = \$	39,533.12	TOTAL = \$	16,288.27

GRIND 2"		GRIND 2"		Base Total	
LENGTH (FT)=	600	LENGTH (FT)=	200	QUANTITY	TOTAL COST
WIDTH (FT)=	44	WIDTH (FT)=	36	QUANTITY	TOTAL COST
AREA (SY)=	2933	AREA (SY)=	800	QUANTITY	TOTAL COST
High Ridge Ct (Richmond Ave to Limit)		Sleepy Hollow CDS (Sleepy Hollow Ln to Limit)			
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	0	\$ -	200	\$ 4,000.00
0	\$ -	0	\$ -	1889	\$ 2,172.35
0	\$ -	0	\$ -	454	\$ 3,632.00
308	\$ 3.08	84	\$ 0.84	9655	\$ 96.55
6	\$ 6.00	2	\$ 2.00	193	\$ 193.00
126	\$ 7,434.00	69	\$ 4,071.00	4547	\$ 268,273.00
0	\$ -	0	\$ -	272	\$ 15,776.00
253	\$ 15,433.00	69	\$ 4,209.00	7934	\$ 483,974.00
2933	\$ 5,426.05	800	\$ 1,480.00	90084	\$ 166,655.40
2933	\$ 3,871.56	800	\$ 1,056.00	91974	\$ 121,405.68
1	\$ 330.00	0	\$ -	5	\$ 1,650.00
59	\$ 2,124.00	80	\$ 2,880.00	2958	\$ 106,488.00
0	\$ -	0	\$ -	1889	\$ 6,611.50
TOTAL = \$	34,627.69	TOTAL = \$	13,698.84	TOTAL = \$	1,180,927.48

LENGTH (FT)=
WIDTH (FT)=
AREA (SY)= 0

Patching on Streets outside of Program		ALT 2		ALT 2-REVISED QUANTITIES AND COST SCHEDULE	
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
0	\$ -	500	\$ 10,000.00	200	\$ 4,000.00
0	\$ -	8309	\$ 9,555.35	1889	\$ 2,172.35
0	\$ -	1315	\$ 10,520.00	454	\$ 3,632.00
0	\$ -	10329	\$ 103.29	9655	\$ 96.55
0	\$ -	206	\$ 206.00	193	\$ 193.00
0	\$ -	4547	\$ 268,273.00	4547	\$ 268,273.00
0	\$ -	1103	\$ 63,974.00	272	\$ 15,776.00
0	\$ -	8712	\$ 531,432.00	7934	\$ 483,974.00
0	\$ -	90084	\$ 166,655.40	90084	\$ 166,655.40
0	\$ -	91974	\$ 121,405.68	91974	\$ 121,405.68
0	\$ -	5	\$ 1,650.00	5	\$ 1,650.00
1500	\$ 54,000.00	4458	\$ 160,488.00	4458	\$ 160,488.00
0	\$ -	8309	\$ 29,081.50	1889	\$ 6,611.50
TOTAL = \$	54,000.00	TOTAL = \$	1,373,344.22	TOTAL = \$	1,234,927.48
					\$ 1,234,927.48

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT FOR THE 2011 STREET MAINTENANCE PROGRAM BETWEEN THE CITY OF DARIEN AND JAMES D. FIALA PAVING COMPANY INC IN AN AMOUNT NOT TO EXCEED \$1,234,927.48

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract Agreement for the 2011 Street Maintenance Program, including the Base Bid and a modified Alternative 2-Base repair of streets outside 2011 Road program between the City of Darien and James D. Fiala Paving Company Inc. in an amount not to exceed \$1,234,927.48, relating to a resurfacing program for various roadways and parking lots, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contract

1. THIS AGREEMENT, made and concluded the _____ day of _____
 Month and Year
 between the City _____ of Darien _____
 acting by and through its Mayor _____ known as the party of the first part, and
 James D. Fiala Paving Co., Inc. _____ his/their executors, administrators, successors or assigns,
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached,
 to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these
 presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all
 the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications
 hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under
 t.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond
 hereto attached, and the Plans for Section 2011 Street Resurfacing Program _____
 in The City of Darien _____
 State of Illinois _____, are essential documents of this contract and are a part hereof.
 Date

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: _____ The City of Darien _____
 Clerk By _____

(Seal) _____
 (If a Corporation)
 Corporate Name _____
 By _____
 President Party of the Second Part
 (If a Co-Partnership)

Attest: _____
 Secretary _____

 Partners doing Business under the firm name of _____

 Party of the Second Part
 (If an individual)

 Party of the Second Part



Illinois Department of Transportation

Schedule of Prices

REVISED ALTERNATE 2

OK 3/2/11 03/02/11

Route _____
 County DuPage
 Local Agency City of Darien
 Section _____

RETURN WITH BID

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

Item No.	Items	Unit	Quantity		Total
20201200	Removal and Disposal of Unsuitable Material	Sq Yd	200	\$20.00	\$4,000.00
35800100	Preparation of Base	Sq Yd	1889	\$1.15	\$2,172.35
35800200	Aggregate Base Repair	Ton	454	\$8.00	\$3,632.00
40600100	Bituminous Materials (Prime Coat)	Gal	9655	\$0.01	\$96.55
40600300	Aggregate (Prime Coat)	Ton	193	\$1.00	\$193.00
40600625	Leveling Binder (Machine Method), N50	Ton	4547	\$59.00	\$268,273.00
40603080	Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	272	\$58.00	\$15,776.00
40603310	Hot Mix Asphalt Surface Course, Mix C, N50	Ton	7934	\$61.00	\$483,974.00
*44000157	Hot-Mix Asphalt Surface Removal, 2'	SY	90084	\$1.85	\$166,655.40
44300100	Area Reflective Crack Control Treatment	SY	91974	\$1.32	\$121,405.68
*XX002258	Structures to Be Adjusted	Each	5	\$330.00	\$1,650.00
*XX006392	Class D Patches, 6" (Special)	SY	4458	\$36.00	\$160,488.00
*NA	Hot-Mix Asphalt Removal Special	SY	1889	\$3.50	\$6,611.50
Bidder's Proposal for Alternate 2 - REVISED					\$1,234,927.48

13. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

Schedule for multiple Bids

Combination letter	Sections included in Combination

AGENDA MEMO

City Council March 21, 2011

Issue Statement

Approval of a resolution to enter into an agreement for professional services related to Management and Monitoring of 10-acres of Wetland/Natural Areas within the Tara Hill subdivision for a five year period in the amounts of \$5,000 beginning May 1, 2011 and ending April 30, 2016 for a total amount not to exceed \$25,000.00. Please note the proposed expenditures for future FYE 13 through FYE 16 would be forwarded and allocated to the budget at the future Budget Workshops. **The proposed contract is subject to the FY11-12 Budget approval.**

RESOLUTION

Background/History

Attached, please find an engineering agreement renewal with Christopher B. Burke Engineering for the Monitoring of the Tara Hill Wetlands/Natural Areas. The wetlands are under the jurisdiction of the DuPage County Storm Water and Wetland Ordinance. It is the City of Darien's responsibility to maintain the abovementioned area through the established Special Service Area Agreement on file and to enforce any violations of the ordinance, such as destruction of the wetland area, dumping, or mowing in the buffer areas. The proposed contract is a multi-year contract as it allows the City and the consultant to maintain the wetlands to an optimal level. Christopher B. Burke Engineering has been managing the Tara Hill wetlands under a previous 3-year contract that expired April 30, 2010. Due to additional items that required immediate attention no management or monitoring of the wetlands was performed the last year. The proposed contract is for five years and allows an optimum time line for items to be completed versus the customary three year contract. The five year total is \$25,000 and includes the following tasks:

Task 1-Site Monitoring

Two annual monitoring visits will be conducted during the growing season to assess the overall condition of each wetland. These visits are to determine if remedial measures are required and to recommend procedures to correct any deficiencies related to the maintenance of the wetlands. Notes on erosion, debris accumulation, hydrology, invasive plant species, and wildlife species observed during the site visit will be recorded.

CBBEL staff will hand collect during years 2 and 3 abundant native plant seed on-site for on-site redistribution to areas that have been heavily managed for weed species to establish native plants. Additional native seed may be purchased. CBBEL staff will rake-in purchased and collected seed in heavily managed areas

Task 2--Controlled Burn

CBBEL shall conduct a prescribed yearly burn of one basin per year of the three basins for a total of 5 burns for the contract period.

Task 3- Annual Summary Letter

CBBEL shall write an annual summary letter listing activities conducted for the year providing statements on erosion, relative vegetation quality, wildlife and hydrology. Recommendations to improve the quality of the wetland will also be included.

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

Cost for Year One-Task 1, 2, 3	\$ 5,000.00
Cost for Year Two-Task 1, 2, 3	\$ 5,000.00
Cost for Year Three-Task 1, 2, 3	\$ 5,000.00
Cost for Year Four-Task 1, 2, 3	\$ 5,000.00
Cost for Year Five-Task 1, 2, 3	\$ 5,000.00
Total cost	\$25,000.00

Funding for the Professional Services would be expended from the following line item of the FY 11/12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE	BALANCE
10-70-4325	MAINTENANCE CONTRACTUAL SERVICES- CBBEL	\$ 7,900.00	\$ 5,000.00	\$ 2,900.00
10-70-4325	MAINTENANCE- INFRASTRUCTURE		\$ 1,400.00	\$ 1,500.00
10-70-4325	CONTINGENCY FOR ADDITIONAL MAINTENANCE		\$ 1,500.00	\$ 0.00

Committee Recommendation

The Municipal Services Committee recommends approval of the proposed 5-year Professional Services Agreement with Christopher B. Burke Engineering, see Attachment A, in allocated amounts not to exceed \$5,000.00 for 2011-FY11/12, \$5,000.00 for 2012-FY12/13, \$5,000.00 for 2013-FY13/14, \$5,000.00 for 2014-FY13/14, and \$5,000.00 for 2015-FY15/16.

Alternate Consideration

Not approving this proposal.

Decision Mode

This item will be placed on the March 21, 2011 City Council agenda for formal approval.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD.
(TARA HILL MANAGEMENT AND MONITORING OF 10 ACRES OF WETLAND/NATURAL AREAS WITHIN THE TARA HILL SUBDIVISION)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a certain Agreement for Professional Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to the Tara Hill Management and Monitoring of 10 Acres of Wetland and Natural Areas within the Tara Hill Subdivision for the periods of May 1, 2011 through April 20, 2016, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March 2011.

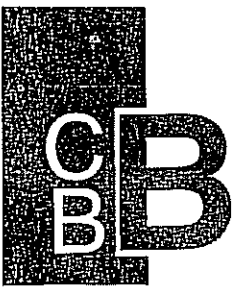
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

January 3, 2011
Revised January 17, 2011

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Mr. Bryon Vana

Subject: Proposal for Professional Services to Provide Management and Monitoring of 10-acres of Wetland/Natural Areas within Tara Hill Subdivision, Darien, DuPage County, Illinois

Dear Mr. Vana:

As requested, Christopher B. Burke Engineering Ltd. (CBBEL) proposes to provide services related to management and monitoring of the three wetland areas at Tara Hill for a five year period (fiscal years 2012-2016) based on an annual budget of \$5,000. This agreement would commence May 1, 2011.

SCOPE OF SERVICES

It is understood that the fulfillment and completion of the following tasks will be the responsibility of CBBEL.

Task 1 - Site Monitoring and Management: CBBEL will conduct two annual site monitoring and herbicide management visits during the growing season to assess the overall condition of each wetland. These visits are to determine and conduct remedial measures related to the maintenance of the wetlands. Notes on erosion, debris accumulation, hydrology, invasive plant species (and those herbicided), and wildlife species observed during the site visit will be recorded. During years 2 and 3, CBBEL staff may hand collect abundant native plant seed on-site (annually in the Fall) for on-site redistribution to areas that have been heavily managed for weed species to establish native plants in Fall or Spring. Additional native seed may be purchased if needed as a direct cost. CBBEL staff will rake-in purchased and collected seed in heavily weed managed areas. We have allocated \$1,800 annually for this task.

Task 2 - Controlled Burn: a controlled burn of one of the three wetlands will be conducted annually by up to 3 qualified CBBEL staff on a rotational basis, starting each fall (with a spring contingency) during the remaining contract period pending appropriate weather conditions. This estimate of fee assumes approximately 1/2 day

of on site prescribed burning by CBBEL staff and equipment. We have allocated \$2,800 annually for this task.

CBBEL will create the neighbor notification flyer for the City of Darien, obtain the Illinois EPA open burn permit and notify the local fire department. It is our understanding that CBBEL will distribute all neighbor notifications to affected residents and businesses located within 500 feet of the area to be burned and this task will be billed as a direct cost for the mailing service and postage. CBBEL understands that the Darien/Woodridge Fire Department must be present on site during controlled burns within the City of Darien and will coordinate with them prior to each burn. This task does not include incidental costs incurred from the local fire district or others. A short report with photos will be sent following the completed burn.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to reduce invasive species, increase biological diversity and reduce fuel buildup. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. Also, the available fuels, the structure of the fuels and weather conditions all have an effect on fire behavior. Please be advised that unburned vegetation will likely exist after project completion due to the limitations noted above.

Task 3 - Annual Summary Letter: Following each growing season CBBEL shall write an annual summary letter listing activities conducted for the year providing statements on erosion, relative vegetation quality, wildlife and hydrology. Recommendations for the following year to improve the quality of the wetland will also be included. We have allocated \$400 annually for this task.

All meetings, or services not outlined in this proposal will be charged on a time and materials basis.

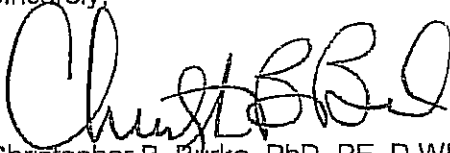
<u>FEE ESTIMATE</u>	
<u>Year 1 (2011)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 2 (2012)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 3 (2013)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 4 (2014)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 5 (2015)</u>	
Tasks 1, 2, 3	\$5,000
<hr/>	<hr/>
Grand Total	\$25,000

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions, except that burn personnel will be billed out at \$125 per hour. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are not included in the Fee Estimate.

These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. The Scope of Services described above and related fee estimate are based upon information known to date.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl: Schedule of Charges
General Terms and Conditions
Conditions for Burning

THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS & CONDITIONS, & CONDITIONS FOR BURNING ACCEPTED FOR THE CITY OF DARIEN

BY: _____

TITLE: _____

DATE: _____

RPS/sis
N:\PROPOSALS\ADMIN\2011\DarienTaraHMM&M.010311.doc

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 1000 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondees of the notification letter on the day of the burn.

Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated:

Client Signature _____, Date _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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