

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 5, 2015

7:30 P.M.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Declaration of Quorum
- Questions, Comments and Announcements General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)
- 6. Approval of Minutes <u>September 21, 2015</u>
- 7. Receiving of Communications
- 8. Mayor's Report
 - A. Mayoral Proclamation "Fire Prevention Month" (October 2015)
 - B. Mayoral Proclamation "Filipino American History Month" (October 2015)
 - C. Mayoral Proclamation "<u>The 55th Year Celebration of the Darien Youth Club</u>" (October 6, 2015)
 - D. <u>Annual Financial Report For the Year Ended April 30, 2015</u>
- 9. City Clerk's Report
- 10. City Administrator's Report
- 11. Department Head Information/Questions
- 12. Treasurer's Report A. Warrant Number —<u>15-16-11</u>
- 13. Standing Committee Reports
- 14. Questions and Comments Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)

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- 15. Old Business
- 16. Consent Agenda
 - A. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class "J" <u>Temporary Liquor License for the Indian Prairie Library</u>
 - B. Consideration of a Motion to Grant <u>a Waiver of the Raffle License Bond</u> <u>Requirement for the Indian Prairie Library</u>
 - C. Consideration of a Motion to Grant <u>a Waiver of the Raffle License Bond</u> <u>Requirement for the Darien Chamber of Commerce</u>
 - D. Consideration of a Motion to Approve the Payment of <u>Annual Dues for the Darien</u> <u>Police Department Participation with the DuPage Metropolitan</u> <u>Enforcement Group (DUMEG)</u> in the Amount of \$17,680
 - E. Consideration of a Motion to Approve <u>an Ordinance Amending Title 4, Section 4-</u> <u>1-7, "Plumbing Installations, Alteration and Use Regulations and</u> <u>Standards</u>", of the Darien City Code
 - F. Consideration of a Motion to Approve <u>a Resolution Authorizing the Mayor to</u> <u>Execute an Intergovernmental Agreement Between the City of Darien and</u> <u>the Board of Education of Hinsdale Township High School District 86</u>
 - G. Consideration of a Motion to Approve <u>a Resolution Authorizing the Village of</u> <u>Woodridge to Provide Water Service to the Oldfield Oaks Forest Preserve</u> <u>Dog Park</u>
 - H. Consideration of a Motion to Approve <u>a Resolution Authorizing the Purchase of</u> <u>One New 2015 Caterpillar Backhoe/Loader Model No 430F2</u> from Patten Cat in an Amount not to Exceed \$119,940.00
 - I. Consideration of a Motion to Approve <u>a Resolution Authorizing the Acceptance of</u> <u>a Proposal from JX Enterprises, Inc for the Purchase of One New 2016</u> <u>Peterbilt Model 348</u> with Dump Body and Snow Plow/Deicing Equipment package in the Amount of \$185,581.28
 - J. Consideration of a Motion to Approve <u>a Resolution Authorizing the Acceptance of</u> <u>a Proposal from Season Comfort Corporation to Purchase and Install Two</u> (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a Cost not to Exceed \$5,730.00
 - K. Consideration of a Motion to Approve <u>a Resolution Authorizing the Approval to</u> <u>Enter into an Engineering Agreement with Christopher B. Burke</u> <u>Engineering, Ltd. for Pavement Corings</u> for the Proposed 2016 Street Maintenance Program, in an Amount not to Exceed \$8,500.00
 - L. Consideration of a Motion to Approve <u>a Resolution Authorizing the Approval to</u> <u>Enter into an Engineering Agreement with Christopher B. Burke</u> <u>Engineering Ltd. for the 2016 Street Maintenance Program</u> in an Amount not to Exceed \$30,966.00
 - M. Consideration of a Motion to Approve <u>a Resolution Authorizing the Awarding of a</u> <u>Contract Extension to Homer Tree Care, Inc</u> in an Amount not to Exceed \$91,600.00 for the City's 2015/16 Tree Trimming and Removal Program
 - N. Consideration of a Motion to Approve <u>a Resolution Authorizing the Acceptance of</u> <u>a Proposal from MJ Concrete</u> to Remove and Replace the Exterior Trough Drains and Concrete Adjacent to the Police Department Sally Port 1710 Plainfield Road not to Exceed a Cost of \$8,230.00

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



A WORK SESSION WAS CALLED TO ORDER AT 7:05 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE SEPTEMBER 21, 2015 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:30 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

September 21 2015

7:30 P.M.

1. CALL TO ORDER

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Tina Beilke Thomas J. Belczak Thomas M. Chlystek	Joseph A. Marchese Ted V. Schauer
Absent:	Joseph A. Kenny Sylvia McIvor	
Also in Attendance:	Kathleen Moesle Weaver, M JoAnne E. Ragona, City Cler Michael J. Coren, City Treas Bryon D. Vana, City Admini Paul Nosek, Assistant City A Daniel Gombac, Director of Ernest Brown, Police Chief Greg Cheaure, Lieutenant	·k urer strator .dministrator

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

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

There were none.

6. <u>APPROVAL OF MINUTES</u> - September 8, 2015 City Council Meeting

It was moved by Alderman Schauer and seconded by Alderman Marchese to approve the minutes of the City Council Meeting of September 8, 2015 as presented.

Roll Call:	Ayes:	Beilke, Belczak, Chlystek, Marchese, Schauer
	Nays:	None
	Absent:	Kenny, McIvor
		Results: Ayes 5, Nays 0, Absent 2 MOTION DULY CARRIED

7. <u>RECEIVING OF COMMUNICATIONS</u>

Alderman Beilke received communication from a resident on 71st Street regarding the Project Home Children's Foundation Run on September 20, 2015. Residents did not receive notification from the event sponsor about the 5K race or the street closing. The City will investigate and ensure protocol is in place for the future events.

8. MAYOR'S REPORT

A. MAYORAL PROCLAMATION "HINSDALE SOUTH HIGH SCHOOL" (SEPTEMBER 22, 2015)

Mayor Weaver read into the record a proclamation declaring September 22, 2015 as Hinsdale South High School Day in the City of Darien.

Carolyn Gattuso accepted the proclamation on behalf of Hinsdale South High School Principal Stephanie Palmer; she thanked everyone for recognizing Hinsdale South High School 50th Year Celebration. Ms. Gattuso shared the schedule of events planned and invited all to attend; event information can be found on the Hinsdale South High School website and its Facebook page.

B. DUPAGE SENIOR CITIZENS COUNCIL

Marylin Krolak, Executive Director of the DuPage Senior Citizens Council (DSCC), outlined information of the programs and services the DSCC provided to seniors for

their health and wellness. Ms. Krolak shared the benefits Darien senior residents would receive with additional funding. Ms. Krolak answered questions from Council.

Administrator Vana advised the Administrative/Finance Committee will review the appropriation for recommendation to Council.

Treasurer Coren requested that DSCC provide 990 tax forms and a current list of participating municipalities for full disclosure.

C. DARIEN CHAMBER UPDATE

Mayor Weaver provided the following update:

- Encouraged residents to attend The Darien Town Hall Meeting that will be held on September 24, 2015 at 7:00 P.M. at the Indian Prairie Library. Mayor Weaver will share the "State of the City"; residents will have the opportunity to meet with representatives from other taxing bodies.
- Darien Chamber Women in Business is hosting "What Women Want", a mini expo networking event at Wild Orchid Salon on October 20, 2015 from 5:00 8:00 P.M.
- The Darien Chamber of Commerce is hosting a Health & Wellness Fair on October 28, 2015 at Chuck's Southern Comforts Café from 1:00 – 7:00 P.M.; event is free and open to the public.
- The 2nd Annual Dancing with the Chamber Starz will be held on November 14, 2015 at Ashton Place.

9. <u>CITY CLERK'S REPORT</u>

There was no report.

10. CITY ADMINISTRATOR'S REPORT

Administrator Vana advised the Neighbors Magazine should be received in the coming week; it is late due to printing issues.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – 8TH PERIOD 2015

The 8th Police Period Report (July 27, 2015 – August 23, 2015) is available on the City website. Chief Brown provided the following update:

• Spoke about the hate crime incident that occurred at 69th Street & Cass Avenue on September 8, 2015.

- Explained the details behind the "soft" lock down at Hinsdale South High School and Our Lady of Peace School on September 15, 2015, which was due to a discharge of a firearm at the Tennessee Apartments located in Willowbrook.
- Provided results of the Customer Satisfaction Survey.
- Shared the importance of Community Policing, which involves all areas of city government and citizens working in tandem to keep Darien safe.

Chief Brown responded to questions from Council.

12. TREASURER'S REPORT

A. WARRANT NUMBER 15-16-10

It was moved by Alderman Belczak and seconded by Alderman Beilke to approve payment of Warrant Number 15-16-10 in the amount of \$637,784.23 from the enumerated funds; and \$248,174.14 from payroll funds for the period ending 09/03/15; for a total to be approved of \$885,958.37.

Roll Call:	Ayes:	Beilke, Belczak, Chlystek, Marchese, Schauer
	Nays:	None
	Absent:	Kenny, McIvor
		Results: Ayes 5, Nays 0, Absent 2 MOTION DULY CARRIED

B. TREASURER'S REPORT – AUGUST 2015

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of August 2015. He noted that \$2M was transferred from the General Fund to the Capital Improvement Fund; and that \$350K was transferred from the Water Fund to the Water Depreciation Fund.

General Fund:	Revenue	\$5,107,122;	Expenditures	\$3,465,818;		
	Current Balance \$2,258,446					
Water Fund:	Revenue	\$980,669;	Expenditures	\$1,751,527;		
	alance (\$736,8	839)				
Motor Fuel Tax Fund:	Revenue \$131,441; Expenditures \$126,899; Current					
	Balance \$286,630					
Water Depreciation Fund:	Revenue S	\$349,612; Ex	penditures \$92,	045; Current		
	Balance \$	132,235				

Capital Improvement Fund:	Revenue	\$2,135,276	; Expenditure	s \$2,	510,866;
	Current B	alance \$5,31	1,866		
Capital Projects Debt Service Fund:	Revenue	\$268,092;	Expenditures	(\$0);	Current
	Balance o	f \$268,092			

13. STANDING COMMITTEE REPORTS

Administrative/Finance Committee — Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for October 5, 2015 at 6:00 P.M.

Municipal Services Committee — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for September 28, 2015 at 6:30 P.M.

Police Committee — Alderman Marchese announced the minutes of the August 17, 2015 meeting were approved and submitted to the Clerk's Office. He advised the next meeting of the Police Committee will take place on October 19, 2015 at 6:00 P.M. in the Police Department Training Room.

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

Mayor Weaver confirmed the Thermo King project will not be moving forward. Administrator Vana advised the Municipal Services Committee will review the possibility of revoking the "special use" on this property.

15. OLD BUSINESS

There was none.

16. CONSENT AGENDA

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

A. CONSIDERATION OF A MOTION TO APPROVE THE RELEASE OF EXECUTIVE MINUTES THAT NO LONGER REQUIRE CONFIDENTIALITY

B. ORDINANCE NO. O-29-15 AN ORDINANCE APPROVING VARIATIONS TO THE DARIEN CITY CODE (PZC 2015.09: OUR LADY OF PEACE, 709 PLAINFIELD ROAD)

September 21, 2015

Roll Call:	Ayes:	Beilke, Belczak, Chlystek, Marchese, Schauer
	Nays:	None
	Absent:	Kenny, McIvor
		Results: Ayes 5, Nays 0, Absent 2 MOTION DULY CARRIED

17. **<u>NEW BUSINESS</u>**

There was no new business.

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

Mayor Weaver congratulated Clare Bongiovanni for all her hard work regarding DarienFest.

19. ADJOURNMENT

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:26 P.M.

Mayor

Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 09-21-15. Minutes of 09-21-15 CCM.



Whereas, smoke and poisonous gases are the leading causes of death in fires and can kill a person long before the flames will; and

Whereas, underestimating the power of the fire, and the time it takes to escape a home fire, put people at severe risk of fire death and injury; and

Whereas, developing a home fire escape plan, and practicing it at least twice a year, is critical to escape a fire safely; and

Whereas, it is imperative that multi-story homes and commercial buildings are equipped with working smoke detectors and fire alarms; and

Whereas, a complete home escape plan which includes each household member knowing two ways out of each room, designating an outdoor location to meet when out of the house, and remembering the local fire emergency phone number; and

Whereas, NFPA, the official sponsor of Fire Prevention, has documented many lives have been saved as a result of having all homes in Illinois equipped with smoke detectors; and

Whereas, the members of the fire service are dedicated to the safety of lives and property from the devastating effects of fire; and

Whereas, the members of the fire service are joined by other concerned citizens, as well as other emergency service providers, safety advocates, businesses, schools, service clubs, and organizations in their fire safety efforts; and

Whereas, Fire Prevention commemorates the Great Chicago Fire of 1871, which killed more than 250 people, left 100,000 homeless, and destroyed more than 17,400 buildings; and

Whereas, for nearly 80 years, NFPA has successfully joined North American fire departments each year during Fire Prevention Week in a shared mission of making the public safer from fire.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the Month of October 2015, as

Fire Prevention Month

and urge the resident of the City of Darien to participate in fire prevention activities at work and school to ensure their safety and the safety of their families and friends in the event of a fire.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this fifth day of October Two-Thousand Fifteen.

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk



Whereas, Filipino Americans make up one of the largest Asian American ethnic groups in the United States; and

Whereas, Filipino Americans have contributed greatly to the economic, intellectual, spiritual, social, cultural, and political vitality of the United States; and

Whereas, the Trustees of the Filipino American National Historical Society established Filipino American History Month and promoted its observance annually and nationally throughout the United States and its territories during the month of October; and

Whereas, the celebration of Filipino American History Month provides an opportunity to celebrate the heritage and culture of Filipino Americans and their immense contributions to our country.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the Month of October 2015, as

Filipino American History Month

and urge all residents to celebrate the heritage and culture of Filipino Americans and their immense contributions to our country.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this fifth day of October Two-Thousand Fifteen.

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk



Whereas, the Darien Youth Club is a recreational sports Club that has served the youth of Darien and surrounding towns since 1960; and

Whereas, the Darien Youth Club programs are 100% volunteer run, there are no tryouts, every child plays and every child has fun; and

Whereas, the Darien Youth Club is a club for every child and it will remain that way as long as it is in existence; and

Whereas, without the vision of the founders of the Darien Youth Club we would not have the historical club we have today; and

Whereas, the Darien Youth Club is thankful to the thousands of volunteers and supporters over the past 55 years for all the hard work and dedication; and

Whereas, the Darien Youth Club is older than Darien itself; and

Whereas, the First Game was on a donated field built by Marion Hills homeowners where the S.E. Hinsdale South parking lot is now; and

Whereas, the Darien Youth Club was originally named Lace Marion Hills Youth Club until 1972; and

Whereas, the first girls activity with Darien Youth Club was to be baseball cheerleaders; and

Whereas, the Darien Youth Club started out with only volunteers and support from the community and continues that same tradition today

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do

hereby proclaim October 6th in honor of

THE 55TH YEAR CELEBRATION OF THE DARIEN YOUTH CLUB

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The

Seal Of The City Of Darien.

DONE, this fifth day of October Two-Thousand Fifteen.

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk



COMMUNICATION TO THE MAYOR AND COUNCIL

MANAGEMENT LETTER

MEMO

CITY OF DARIEN, ILLINOIS

ANNUAL FINANCIAL REPORT

For the Year Ended April 30, 2015

Prepared by the General Administration Department

Michael J. Coren City Treasurer

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INTRODUCTORY SECTION

CITY OF DARIEN, ILLINOIS

PRINCIPAL OFFICIALS

April 30, 2015

MAYOR

Kathleen Moesle Weaver

CITY COUNCIL

Ted Schauer Tina Beilke Joe Kenny Thomas M. Chlystek Joseph A. Marchese Sylvia McIvor Thomas J. Belczak

CITY TREASURER

Michael J. Coren

CITY CLERK

Joanne Ragona

CITY ATTORNEY

John B. Murphy

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

630.566.8400 // www.sikich.com



1415 W. Diehl Road, Suite 400 Naperville, Illinois 60563 Certified Public Accountants & Advisors Members of American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor Members of the City Council City of Darien, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2015, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois, as of April 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

The City adopted GASB Statement No. 67, *Financial Reporting for Pension Plans*, which modified certain disclosures in the notes to financial statements and the required supplementary information. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and the required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual fund financial statements and schedules, and supplemental data are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, the City's basic financial statements for the year ended April 30, 2014, which are not presented with the accompanying financial statements. In our report dated August 6, 2014, we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statement as a whole. The 2014 comparative data included on certain individual fund schedules are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2014 financials statements. The information has been subjected to the auditing procedures applied in the audit of those basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2014 comparative information included on certain individual fund schedules are fairly stated in all material respects in relation to the basic financial statements from which they have been derived.

The introductory and supplemental data have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Sibil LLP

Naperville, Illinois September 8, 2015 GENERAL PURPOSE EXTERNAL FINANCIAL STATEMENTS

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Darien, we offer readers of Darien's financial statements this narrative overview and analysis of the financial activities of the City of Darien for the fiscal year ended April 30, 2015. Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes, and currently known facts. We encourage readers to consider the information presented here in conjunction with the City's financial statements.

The City of Darien's MD&A is also designed to assist the reader in focusing on significant financial issues, provide an overview of financial activities, identify current changes, address the subsequent year's challenges, identify material deviations from the financial plan (approved budgets), and identify issues with individual funds.

FINANCIAL HIGHLIGHTS

- ❑ As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$8.8 million, a decrease of \$0.55 million in comparison with the prior year. The decrease in fund balance was from decreased revenue as well as level spending. However, the City of Darien was able to maintain the effect of the decreased fund balance without raising additional taxes. Approximately \$8.31 million is available for spending at the government's discretion (unrestricted fund balance).
- At the end of the current fiscal year, unrestricted fund balance for the General Fund was \$ 2.63 million, or 25 percent of the total General Fund expenditures. This allowed the City to transfer \$2.9 million to the Capital Projects Fund in FYE 15 to be used in the City of Dairen's 3 year Capital Improvement Plan.
- □ The City's total debt decreased from \$7.36 million to \$5.12 million during the current year. The City's debt decreased by \$2.0 million, of which a large portion was due to an early debt payoff as well as other payments made for general obligations.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The basic financial statements are comprised of three components:

- Government-wide financial statements,
- Fund financial statements, and
- Notes to the basic financial statements

This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements (see pages 4-6) are designed to be corporate-like in that all governmental and business-type activities are consolidated into columns which add to a total for the Primary Government.

□ The focus of the Statement of Net Position (the "Unrestricted Net Position") is designed to be similar to bottom line results for the City and its governmental and business-type activities. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

□ **The** *Statement of Activities* is focused on both the gross and net cost of various activities (including governmental and business-type), which are supported by the government's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various governmental services and/or subsidy to various business-type activities.

□ **The** *Governmental Activities* reflect the City's basic services, including administration, police and buildings, planning and development, streets and yard waste, and public works. Property taxes, sales taxes, and shared state income taxes finance the majority of these services.

□ **The** *Business-Type Activities* reflect private sector type operations (Water & Sewer), where the fee for service typically covers all or most of the cost of operation including depreciation.

Fund Financial Statements

Traditional users of governmental financial statements will find the Fund Financial Statements presentation (pages 7-15) more familiar. The focus is on Major Funds, rather than the previous model fund types. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

(See Independent Auditor's Report) MD&A 2 Governmental Funds are presented on a sources and uses of liquid resources basis. This is the manner in which the financial plan (the budget) is typically developed. The flow and availability of liquid (spendable) resources is a clear and appropriate focus of any analysis of a government. Funds are established for various purposes and the Fund Financial Statements allow the demonstration of sources and uses and/or budgeting compliance associated herewith. Governmental Funds are recorded using the current financial resources method. The flow of current financial resources will reflect bond proceeds and inter-fund transfers as other financial sources, as well as capital expenditures and bond principal payments as expenditures. A reconciliation will eliminate these transactions and incorporate the capital assets and long-term obligations (bonds and others) into the Governmental Activities column (in the Government-Wide Financial Statements).

□ *Proprietary Funds*, also called Enterprise Funds, include the Water/Sewer Fund. These are used to report the same function presented in business-type activities in the City-Wide Financial Statements. Accounting for this type of fund, we utilize the economic resources method, in a similar fashion as corporate accounting. Unlike governmental Funds, the Business-Type Activities column on the Business-Type Fund Financial Statements is the same as the Business-Type column on the Government-Wide Financial Statements.

□ *Fiduciary Funds* represent trust responsibilities of the government, but which have resources that are held for the benefit of parties outside the City. These assets are restricted in purpose and do not represent discretionary assets of the government. Therefore, these assets are not presented as part of the Government-Wide Financial Statements. Accounting for fiduciary funds is similar to that used by proprietary funds. Currently the City has three fiduciary funds, the Police Pension Fund, Impact Fees Fund, and Darien Escrow Fund.

Notes to the Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and various fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's contributions and funding progress of the Illinois Municipal Retirement Fund and Police Pension Funds; as well as, budget to actual comparisons of the General Fund and any major special revenue funds. Supplementary schedules include combining and individual fund financial statements and schedules.

CITY OF DARIEN Management's Discussion and Analysis For the Year Ended April 30, 2015

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Condensed Statement of Net Position As of April 30, 2015 (In millions of dollars)									
	<u>Govern</u>	<u>stivities</u>	<u>Business-Type</u> Activities			<u>Government</u> Total			
	<u>2015</u>	2014	<u>Change</u>	<u>2015</u>	2014	Change	<u>2015</u>	2014	Change
Current and other assets	12.42	12.45	-0.03	2.47	2.56	09	14.89	15.01	-0.12
Capital assets	<u>7.78</u>	<u>12.26</u>	<u>-4.48</u>	<u>6.06</u>	<u>6.40</u>	<u>34</u>	<u>13.84</u>	<u>18.66</u>	-4.82
Total Assets	<u>20.20</u>	<u>24.71</u>	-4.51	<u>8.53</u>	<u>8.96</u>	<u>43</u>	<u>28.73</u>	<u>33.67</u>	-4.94
Deferred Outflow of Resources	-	-	-	.22	.24	02	.22	.24	02
Total assets and Deferred	20.20	<u>24.71</u>	<u>-4.51</u>	<u>8.75</u>	9.20	<u>45</u>	<u>28.95</u>	<u>33.91</u>	-4.96
Outflow of Resources									
Long-term liabilities	1.93	3.40	-1.47	2.71	2.94	23	4.64	6.34	-1.70
Other liabilities	<u>1.01</u>	<u>1.72</u>	<u>-0.71</u>	.78	.74	<u>.04</u>	<u>1.79</u>	<u>2.46</u>	67
Total Liabilities	<u>2.94</u>	<u>5.12</u>	<u>-2.18</u>	<u>3.49</u>	<u>3.68</u>	<u>19</u>	<u>6.43</u>	<u>8.80</u>	-2.37
Deferred Inflows of	2.34	1.88	.46	-	-		2.34	1.88	.46
Resources									
Total Liabilities and									
Deferred Inflows of									
Resources	5.28	7.00	-1.72	3.49	3.68	19	8.77	10.68	-1.91
Net position									
Net investment in capital									
Assets.	6.31	8.68	-2.37	3.39	3.29	0.10	9.69	11.97	-2.28
Restricted	.48	.27	0.21	0.00	0.00	0.00	.48	.27	0.21
Unrestricted	<u>8.13</u>	8.76	63	<u>1.87</u>	<u>2.23</u>	<u>36</u>	<u>10.01</u>	<u>10.99</u>	-0.98
Total Net Position	<u>14.92</u>	<u>17.71</u>	<u>-2.79</u>	<u>5.26</u>	<u>5.52</u>	<u>26</u>	<u>20.18</u>	<u>23.23</u>	<u>-3.05</u>

Normal Impacts

There are six basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

<u>Net results of activities</u> – which will impact (increase/decrease) current assets and unrestricted net position.

Borrowing for capital – which will increase current assets and long-term debt.

<u>Spending borrowed proceeds on new capital</u> – which will: (a) reduce current assets and increase capital assets; and, (b) increase capital assets and long-term debt, which will not change the net investment in capital assets.

<u>Spending of non-borrowed current assets on new capital</u> – which will: (a) reduce current assets and increase capital assets; and, (b) will reduce unrestricted net position and increase investment in capital assets.

<u>Principal payment on debt</u> – which will: (a) reduce current assets and reduce long-term debt; and, (b) reduce unrestricted net position and increase net investment in capital assets.

<u>Reduction of capital assets through depreciation</u> –will reduce capital assets and net investment in capital assets.

Current Year Impacts

As noted earlier, net position may serve over time as a useful indicator of a governments' financial position. In the case of the City of Darien, total net position decreased approximately \$3.0 million from \$23.2 million to \$20.2 million. However, the reason for the decrease is largely due to the sale of the retail center which was a major development project that extended over several years. The City of Darien has a goal to maintain a specific level of fund balance and when it is projected that the amount is increasing, fund balance is used to cover Capital Project expenditures or to early payment of debt.

The City of Darien's assessed property tax rate was .2208. The City of Darien's portion of a resident's tax bill is approximately 3.50% of their total tax bill. The City of Darien's property taxes remain relatively lower than other municipalities within DuPage County.

A portion of the net position of the governmental activities is restricted for street maintenance, road improvements, and a special service area. The unrestricted combined balance, for both governmental and business type activities, of \$10.0 million may be used to meet the ongoing City obligations to their citizens and creditors. All net positions show positive balances at yearend.

(See Independent Auditor's Report) MD&A 5

CITY OF DARIEN Management's Discussion and Analysis For the Year Ended April 30, 2015

Condensed Statement of Activities As of April 30, 2015 <i>(In millions of dollars)</i>										
<u>Governmental</u> <u>Business-Type</u> <u>Government</u>										
	Activities				Activitie			<u>Total</u>		
	<u>2015</u>	<u>2014</u>	<u>Change</u>	<u>2015</u>	<u>2014</u>	<u>Change</u>	<u>2015</u>	<u>2014</u>	<u>Change</u>	
Revenues:										
Program Revenues:										
Charges for Services	1.59	2.10	51	6.62	6.03	.59	8.21	8.13	.08	
Operating and Capital		2.10	.01	0.02	0.00	.00	0.21	0.10		
Grants and Contributions	0.81	1.08	27	-	-	-	.81	1.08	27	
General Revenues:										
Property taxes	2.35	1.84	0.51	-	-	-	2.35	1.84	0.51	
Other Taxes	10.35	9.86	.49	-	-	-	10.35	9.86	.49	
Other General Revenues	<u>-2.15</u>	<u>.31</u>	<u>-2.46</u>	<u>.0</u>	.08	<u>08</u>	<u>-2.15</u>	.39	<u>-2.54</u>	
Total Revenues	12.95	15.19	-2.24	6.62	6.11	.51	19.56	21.30	-1.73	
Expenses:										
General Government	1.49	1.39	.10	-	-	-	1.49	1.39	.10	
Highways and Streets	6.58	6.00	0.58	-	-	-	6.58	6.00	0.58	
Public Safety	7.55	6.85	.70	-	-	-	7.55	6.85	0.70	
Interest and Fees	.12	.15	03	-	-	-	.12	.15	03	
Water			0.00	<u>6.88</u>	<u>6.53</u>	.35	<u>6.88</u>	<u>6.53</u>	.35	
Total Expenses	15.74	14.39	1.35	6.88	6.53	.35	22.62	20.92	1.70	
Increase (Decrease) in Net Position Before Prior	0.70	00	0.50	00	40	10	0.05	20	0.40	
Period Adjustment	-2.79	.80	-3.59	26	42	.16	-3.05	.38	-3.43	
Prior Period Adjustment	<u>0.00</u>	<u>0.00</u>	.00	<u>0.00</u>	0.00	<u>0.00</u>	-	-	<u>0.00</u>	
Change in Net Position	-2.79	.80	-3.59	26	42	0.16	-3.05	.38	-3.43	
Net Position, Beginning of Year	<u>17.71</u>	<u>16.90</u>	<u>.81</u>	<u>5.52</u>	<u>5.94</u>	42	<u>23.23</u>	<u>22.84</u>	<u>0.39</u>	
Net Position, End of Year	14.92	17.70	-2.79	5.26	5.52	26	20.18	23.22	-3.04	

Normal Impacts

There are eight basic (normal) impacts that will affect the comparability of the revenues and expenses on the Statement of Activities summary presentation.

Revenues

<u>Economic condition</u> – which can reflect a declining, stable or growing economic environment, and has substantial impact on state sales, replacement and hotel/motel tax revenue; as well as, public spending habits for building permits, elective user fees, and volumes of consumption.

<u>Increase/decrease in City approved rates</u> – while certain tax rates are set by statute, the City Council has significant authority to impose and periodically increase/decrease rates (water, home rule sales tax, property taxes, etc.).

<u>Changing patterns in intergovernmental and grant revenue (both recurring and non-recurring)</u> – certain recurring revenues (state shared revenues, etc.) may experience significant changes periodically while non-recurring grants are less predictable and often distorting in their impact on year to year comparisons.

<u>Market impacts on investment income</u> – the City's investments may be affected by market conditions causing investment income to increase/decrease.

Expenses

<u>Introduction of new programs</u> – within the functional expense categories (general government, public safety, and highways and streets), individual programs may be added or deleted to meet changing community needs.

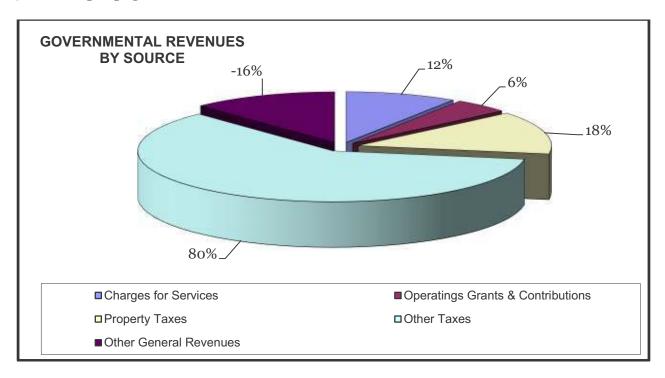
<u>Change in authorized personnel</u> – changes in service demand may cause the City Council to increase/decrease authorized staffing. Staffing costs (salary and related benefits) represent the largest operating cost of the City.

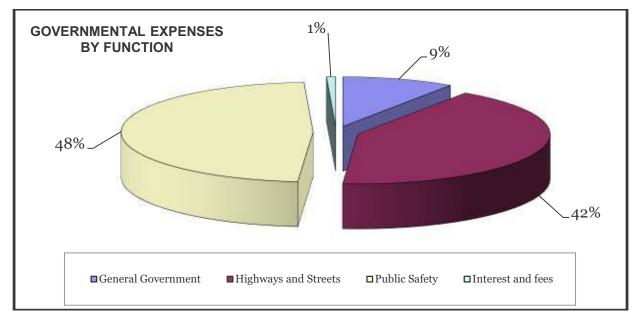
<u>Salary increases (annual adjustments and merit)</u> – the ability to attract and retain staff members, requires the City to strive to approach a competitive salary range position in the marketplace.

<u>Inflation</u> – while overall inflation appears to be reasonably modest, the City is a major consumer of certain commodities such as supplies, fuel and parts. Some functions may experience unusual commodity specific increases.

GOVERNMENTAL ACTIVITIES

The percentages illustrated below, represent the governmental revenues and expenditures by source/function per page 6 of the MD&A, column 1.



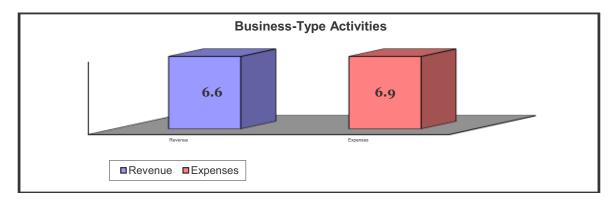


(See Independent Auditor's Report) MD&A 8

CITY OF DARIEN Management's Discussion and Analysis For the Year Ended April 30, 2015

Business Type Activities

The amounts illustrated below, represent the business-type revenues and expenditures by per page 6 of the MD&A, column 2.



The Business-Type activity of the City of Darien includes the Water Department. The Water Department serves the city residents and businesses; pricing of water is based on fees determined by the supplier of water, the DuPage Water Commission. However, the City of Darien was able to eliminate raising water rates to its residents and businesses, even though there was an increase in the fee for the supply of water by the DuPage Water Commission. Sales of water (revenues) can be affected by climate, at times, with warmer and drier summers bringing higher demand. The operating revenues of the Water Department increased by \$.51 million in comparison to the prior year, due to increased demand by consumers and the addition of new customers that were added on to the system.

The City pays all of the general expenses from the general fund on an annual basis transfer of \$250 thousand from its Water Department to the General Fund. The reason for this \$250 thousand transfer, from the Water Department to the General Fund, is due to the annual review of overhead worked on behalf of the Water Department, yet captured within the General Fund. Operating expenses increased \$0.35 million for this fiscal year for various reasons including personnel costs. The increase was also the result of increases in contractual and material supply expenses for the water system as well as the additional customers and the increased water rates from the City of Chicago.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

The City of Darien uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds: The focus of the City of Darien's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Darien financing requirements.

(See Independent Auditor's Report) MD&A 9

CITY OF DARIEN Management's Discussion and Analysis For the Year Ended April 30, 2015

The City of Darien's major funds include; the General Fund, Capital Improvement, and Debt Service Fund.

At of the end of the current fiscal year, the City of Darien's governmental funds reported a combined (major and non-major) ending fund balance of \$8.81 million; a decrease of \$0.55 million over fiscal 2014

The fund balance of the City of Darien's general fund decreased from \$3.87 million to \$2.65 million during the current fiscal year due largely to the early payment of debt. (see page 7 of Financial Statements)

GENERAL FUND BUDGETARY HIGHLIGHTS

The city was able to transfer \$2,947,611 from its General Fund to the Capital Projects Fund while still maintaining adequate Fund balance.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets

At the end of fiscal 2015, the City of Darien had total capital assets (net of accumulated depreciation) of \$13.84 million, invested in a broad range of capital assets including police and public works equipment, buildings, water facilities, roads, streets, and sewer lines. The total decrease in the City's capital assets for the current year was \$1.03 million (excluding depreciation) due to the sale of the retail center.

(For more detail see page 28 & 29 of the Audit Report)

Debt Administration

The debt administration discussion covers two types of debt reported by the City's financial statements. The City's governmental activities include the note payable and a general obligation bond issuance for the acquisition and construction of major capital facilities. Overall, the City's governmental activities report a total debt of \$2.19 million. The City began the fiscal year with a balance of \$4.22 million in debt.

In the City's business-type activities a total debt of \$2.93 million is reported. Debt was reduced in the City business-type activity during 2015 by \$229 thousand by paying down debt. The business activity debt is paid primarily by revenues generated by the Water Department's sale of water fee for service. The revenue bonds of the business-type activity are obligations of the business-type activity only and are used for infrastructure and building improvements to the system. (More detailed information about the City's long-term liabilities is presented in Note 6 pages 30 through 33 of the financial statements.)

FACTORS BEARING ON THE CITY'S FUTURE

The general economic conditions of DuPage County, Cook County, and the Chicago metropolitan statistical area are affected by the national economics. The unemployment rate for the most recent period available for this year is 5.9% County-wide (Local Area Unemployment Statistics LAUS web site). The City's future is also affected by the sales tax base, which can vary based upon the vacancy rate of the local retail establishments, which are affected by the national economy.

The City's expenditures are comprised mostly of salaries, benefits and capital projects. Other factors bearing on the City's future include increases in water rates charged by DuPage Water Commission and the City of Chicago, and the general state of the economy. All of the local economic factors, revenue projections, and analysis of the City's expenditures are factored in the future fiscal budget plans.

The uncertainty and financial problems with the State of Illinois is a concern for all Illinois municipalities. The State still has not approved its' budget and has discussed reducing the municipal share of the State Income Tax revenue and freezing property taxes for local governments.

REQUESTS FOR INFORMATION

This financial report is designed to provide the City's citizens, taxpayers, and creditors with a general overview of the City's finances; as well as, to demonstrate the City's accountability for the money it receives. If you have questions about this report, or need additional financial information, contact the City Hall:

Bryon Vana City Administrator 1702 Plainfield Road Darien, Illinois 60561

STATEMENT OF NET POSITION

April 30, 2015

	Pi	Primary Government				
	Governmental					
	Activities	Activities	Total			
	·					
ASSETS						
Cash and cash equivalents	\$ 7,367,933	\$ 258,687	\$ 7,626,620			
Receivables (net, where applicable,						
of allowances for uncollectibles)						
Property taxes	2,344,514	-	2,344,514			
Accounts	-	2,191,802	2,191,802			
Intergovernmental	1,904,891	-	1,904,891			
Other	332,541	21,894	354,435			
Net pension asset	459,390	-	459,390			
Inventories	13,311	-	13,311			
Prepaid items	1,110	-	1,110			
Capital assets not being depreciated	419,529	100,000	519,529			
Capital assets being depreciated	7,359,554	5,964,027	13,323,581			
		0,901,027	10,020,001			
Total assets	20,202,773	8,536,410	28,739,183			
DEFERRED OUTFLOWS OF RESOURCES						
Unamortized loss on refunding		223,485	223,485			
Total assets and deferred outflows of resources	20,202,773	8,759,895	28,962,668			
LIABILITIES						
	269.012	514 290	002 201			
Accounts payable	368,912	514,289	883,201			
Accrued payroll	140,596	16,196	156,792			
Accrued interest payable	19,758	31,282	51,040			
Deposits payable	121,979	-	121,979			
Other payables	11,005	-	11,005			
Internal balances	2,473	(2,473)	-			
Unearned revenue	73,383	-	73,383			
Darien Helping Darien Fund	1,182	-	1,182			
DTC maintenance escrow	10,000	-	10,000			
Noncurrent liabilities						
Due within one year	252,634	220,277	472,911			
Due in more than one year	1,934,729	2,712,267	4,646,996			
Total liabilities	2,936,651	3,491,838	6,428,489			
DEFERRED INFLOWS OF RESOURCES						
Deferred property taxes	2,344,514	-	2,344,514			
Total liabilities and deferred inflows of resources	5,281,165	3,491,838	8,773,003			
NET POSITION						
Net investment in capital assets	6,309,277	3,390,146	9,699,423			
Restricted for						
Special service area	10,597	-	10,597			
Public safety	187,555	-	187,555			
Highways and streets	282,089	-	282,089			
Debt service	-	-	-			
Unrestricted	8,132,090	1,877,911	10,010,001			
TOTAL NET POSITION	\$ 14,921,608	\$ 5,268,057	\$ 20,189,665			

See accompanying notes to financial statements. - 4 -

STATEMENT OF ACTIVITIES

For the Year Ended April 30, 2015

			Program Revenues					
FUNCTIONS/PROGRAMS	Expenses		Charges ses for Services		0	Operating Frants and Intributions	Gr	Capital ants and tributions
PRIMARY GOVERNMENT								
Governmental Activities								
General government	\$	1,486,361	\$	961,474	\$	-	\$	-
Highways and streets		6,576,285		404,509		541,264		73,490
Public safety		7,556,161		231,289		190,577		-
Interest and fiscal charges on								
long-term debt		124,048		-		-		-
Total governmental activities		15,742,855		1,597,272		731,841		73,490
Business-Type Activities								
Water operations		6,885,987		6,617,539		-		-
Total business-type activities		6,885,987		6,617,539		-		-
TOTAL PRIMARY GOVERNMENT	\$	22,628,842	\$	8,214,811	\$	731,841	\$	73,490

	Net (Expense) Revenue an Primary Go	
	Governmental Business	s-Type
	Activities Activ	
	\$ (524,887) \$	- \$ (524,8
	(5,557,022)	- (5,557,0
	(7,134,295)	- (7,134,2
	(124,048)	- (124,0
_	(13,340,252)	- (13,340,2
	- (2	268,448) (268,4
-	·	268,448) (268,4
_	(13,340,252) (2	268,448) (13,608,7
	2,352,788	- 2,352,
	7,185	- 7,
	991,410	- 991,4
	1,109,183	- 1,109,1
	89,903	- 89,9
	53,205	- 53,2
	205,094	- 205,0
	59,334	- 59,
	2,138,773	- 2,138,7
	5,281,277	- 5,281,2
	416,364	- 416,3
	75,411	9,352 84,7
	358,903	8,596 367,4
	(2,586,094)	- (2,586,
	10,552,736	17,948 10,570,6
	(2,787,516) (2	250,500) (3,038,0
	17,709,124 5,5	518,557 23,227,6
\$	14,921,608 \$ 5,2	268,057 \$ 20,189,6

See accompanying notes to financial statements. - 6 -

BALANCE SHEET GOVERNMENTAL FUNDS

April 30, 2015

		General	Im	Capital provements		Debt Service	N	onmajor		Total
ASSETS										
Cash and cash equivalents	\$	1,187,316	\$	5,743,328	\$	-	\$	437,289	\$	7,367,933
Receivables (net, where applicable,										
of allowances for uncollectibles)										
Property taxes		1,646,815		202,216		495,483		-		2,344,514
Intergovernmental		1,853,523		-		-		51,368		1,904,891
Other		332,541		-		-		-		332,541
Prepaid items		1,110		-		-		-		1,110
Inventory Due from other funds		13,311		- 204,421		-		-		13,311
Due from other funds				204,421		-		-		204,421
TOTAL ASSETS	\$	5,034,616	\$	6,149,965	\$	495,483	\$	488,657	\$	12,168,721
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES										
LIABILITIES										
Accounts payable	\$	164,282	\$	186,910	\$	-	\$	17,720	\$	368,912
Accrued payroll		140,596		-		-		-		140,596
Deposits payable		121,979		-		-		-		121,979
Other payables		11,005		-		-		-		11,005
Unearned revenue		-		73,383		-		-		73,383
Darien Helping Darien Fund		1,182		-		-		-		1,182
DTC maintenance escrow		10,000		-		-		-		10,000
Due to other funds		206,894		-		-		-		206,894
Total liabilities		655,938		260,293		-		17,720		933,951
DEFERRED INFLOWS OF RESOURCES										
Unavailable property taxes		1,646,815		202,216		495,483		-		2,344,514
Other unavailable revenue		82,363		-		-		-		82,363
Total deferred inflows of resources		1,729,178		202,216		495,483		-		2,426,877
Total liabilities and deferred inflows of resources		2,385,116		462,509		495,483		17,720		3,360,828
FUND BALANCES										
Nonspendable										
Prepaid items		1,110		-		-		-		1,110
Inventory		13,311		-		-		-		13,311
Restricted										
Special service area		-		-		-		10,597		10,597
Public safety		9,304		-		-		178,251		187,555
Highways and streets		-		-		-		282,089		282,089
Unrestricted										
Assigned				5 607 156						5 607 156
Capital improvements Unassigned		-		5,687,456		-		-		5,687,456
General Fund		2,625,775		-		-		-		2,625,775
Total fund balances		2,649,500		5,687,456		-		470,937		8,807,893
TOTAL LIADILITIES DEFENDED										
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES										
AND FUND BALANCES	\$	5,034,616	\$	6,149,965	\$	495,483	\$	488,657	\$	12,168,721
MID I OND DILLINCED	ψ	5,057,010	ψ	0,177,703	φ		Ψ	-100,037	ψ	12,100,721

See accompanying notes to financial statements. - 7 -

RECONCILIATION OF FUND BALANCES OF GOVERNMENTAL FUNDS TO THE GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION

For the Year Ended April 30, 2015

FUND BALANCES OF GOVERNMENTAL FUNDS	\$ 8,807,893
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	7,779,083
Net pension asset is shown as an asset on the statement of net position	459,390
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds Bonds payable Compensated absences payable	(1,460,000) (717,557)
Other long-term receivables are not available to pay for current period expenditures and, therefore, are deferred in the governmental funds	82,363
Unamortized premiums on long-term debt are other financing sources in governmental funds in the year of issuance but are capitalized and amortized on the statement of net position	(9,806)
Accrued interest payable is not recorded in governmental funds but is recorded on the statement of net position	 (19,758)
NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ 14,921,608

See accompanying notes to financial statements.

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS

For the Year Ended April 30, 2015

		General	Im	Capital provements		Debt Service	No	onmajor		Total
REVENUES										
Taxes	\$	4,157,721	\$	204,421	\$	500,888	\$	5.071	\$	4,868,101
Licenses and permits	Ŷ	1,014,641	Ψ	-	Ψ	-	Ψ	-	Ψ	1,014,641
Intergovernmental		7,843,604		73,490		-		929,755		8,846,849
Charges for services		585,155		63,805		-		-		648,960
Investment income		8,352		60,673		1,367		5,019		75,411
Miscellaneous		56,077		-		-		-		56,077
Total revenues		13,665,550		402,389		502,255		939,845		15,510,039
EXPENDITURES										
Current										
General government		1,403,022		-		-		-		1,403,022
Highways and streets		1,986,471		130,966		-		623,230		2,740,667
Public safety		7,017,676		-		-		53,758		7,071,434
Capital outlay		-		3,757,020		-		35,507		3,792,527
Debt service										
Principal		162,466		140,000		1,800,000		-		2,102,466
Interest and fiscal charges		2,437		63,487		92,606		-		158,530
Total expenditures		10,572,072		4,091,473		1,892,606		712,495		17,268,646
EXCESS (DEFICIENCY) OF REVENUES										
OVER EXPENDITURES		3,093,478		(3,689,084)		(1,390,351)		227,350		(1,758,607)
OTHER FINANCING SOURCES (USES)										
Transfers in		-		2,947,611		1,376,938		-		4,324,549
Transfers (out)		(4,324,549)		-		-		-		(4,324,549)
Proceeds from sale of assets		8,626		1,200,000		-		-		1,208,626
Total other financing sources (uses)		(4,315,923)		4,147,611		1,376,938		-		1,208,626
NET CHANGE IN FUND BALANCES		(1,222,445)		458,527		(13,413)		227,350		(549,981)
FUND BALANCES, MAY 1		3,871,945		5,228,929		13,413		243,587		9,357,874
FUND BALANCES, APRIL 30	\$	2,649,500	\$	5,687,456	\$	-	\$	470,937	\$	8,807,893

See accompanying notes to financial statements.

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF ACTIVITIES

For the Year Ended April 30, 2015

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ (549,981)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures; however, they are capitalized and depreciated in the statement of activities	138,278
Some expenses in the statement of activities (e.g., depreciation) do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds	(830,464)
The loss on disposal of capital assets is shown as an increase in expense on the statement of activities	(3,786,094)
Revenues in the statement of activities that are not available in governmental funds are not reported as revenue in governmental funds until received	31,394
The repayment of the principal portion long-term debt is reported as an expenditure when due in governmental funds but as a reduction of principal outstanding in the statement of activities	2,102,466
The change in accrued interest payable on long-term debt is reported as an expense on the statement of activities	31,214
Certain costs associated with the issuances of bonds are deferred and amortized over the life of the bonds on the statement of activities: Premium on issuance	3,268
The change in compensated absences payable is shown as an expense on the statement of activities	(118,202)
The change in the net pension obligation is shown as a reduction of expense on the statement of activities	43,644
The change in the net pension asset is shown as a reduction of expense on the statement of activities	 146,961
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$ (2,787,516)

STATEMENT OF NET POSITION PROPRIETARY FUNDS

April 30, 2015

	Business-Type
	Activities
	Water
	Operations
CURRENT ASSETS	
Cash and cash equivalents	\$ 258,687
Receivables (net, where applicable,	
of allowances for uncollectibles)	
Water - billed	12,000
Water - unbilled	2,179,802
Other	21,894
Due from other funds	2,473
Total current assets	2,474,856
NONCURRENT ASSETS	
Capital assets	
Assets not being depreciated	100,000
Assets being depreciated	
Cost	15,806,540
Accumulated depreciation	(9,842,513)
Net capital assets being depreciated	5,964,027
Total noncurrent assets	6,064,027
Total assets	8,538,883
DEFERRED OUTFLOWS OF RESOURCES	
Unamortized loss on refunding	223,485
Total assets and deferred outflows of resources	8,762,368
CURRENT LIABILITIES	
Accounts payable	514,289
Accrued payroll	16,196
Accrued interest payable	31,282
Bonds payable	215,000
Compensated absences payable	5,277
Total current liabilities	782,044
LONG-TERM LIABILITIES	
Bonds payable	2,682,366
Compensated absences payable	29,901
Total long-term liabilities	2,712,267
Total liabilities	3,494,311
NET POSITION	
Net investment in capital assets	3,390,146
Unrestricted	1,877,911
	• • • • • • • • • • • • • • • • • • •
TOTAL NET POSITION	\$ 5,268,057

See accompanying notes to financial statements. - 11 -

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUNDS

For the Year Ended April 30, 2015

	Business-Type Activities Water Operations
OPERATING REVENUES Water sales Inspections/tap on/permits Front footage fees Sale of meters Other water sales	\$ 6,577,351 21,400 3,403 3,295 12,090
Total operating revenues	6,617,539
OPERATING EXPENSES EXCLUDING DEPRECIATION Personnel services Materials and supplies Contractual services Capital related - uncapitalized Total operating expenses excluding depreciation	769,175 793,544 4,660,833 230,443 6,453,995
OPERATING INCOME BEFORE DEPRECIATION	163,544
Depreciation	335,248
OPERATING INCOME (LOSS)	(171,704)
NON-OPERATING REVENUES (EXPENSES) Investment income Miscellaneous income Interest expense	9,352 8,596 (96,744)
Total non-operating revenues (expenses)	(78,796)
CHANGE IN NET POSITION	(250,500)
NET POSITION, MAY 1	5,518,557
NET POSITION, APRIL 30	\$ 5,268,057

STATEMENT OF CASH FLOWS PROPRIETARY FUNDS

For the Year Ended April 30, 2015

	Business-Type Activities Water
	Operations
CASH PLONG PROMORED ATING A CTIMITIES	
CASH FLOWS FROM OPERATING ACTIVITIES Receipts from customers and users	\$ 5,646,200
Payments to suppliers	\$ 5,646,200 (5,396,984)
Payments to suppliers	(776,038)
Payments to other funds	(250,000)
Net cash from operating activities	(776,822)
CASH FLOWS FROM NONCAPITAL	
FINANCING ACTIVITIES	
Due to/from other funds	(2,473)
Net cash from noncapital financing activities	(2,473)
CASH FLOWS FROM CAPITAL AND	
RELATED FINANCING ACTIVITIES	(205.000)
Principal payments Interest and fiscal charges	(205,000)
interest and fiscal charges	(92,136)
Net cash from capital and related financing activities	(297,136)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest received	9,352
Net cash from investing activities	9,352
NET INCREASE IN CASH AND	
CASH EQUIVALENTS	(1,067,079)
CASH AND CASH EQUIVILENTS, MAY 1	1,325,766
CASH AND CASH EQUIVILENTS, APRIL 30	\$ 258,687
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH FLOWS FROM	
OPERATING ACTIVITIES	
Operating income (loss)	\$ (171,704)
Adjustments to reconcile operating income	
to net cash from operating activities	
Depreciation	335,248
Changes in assets and liabilities	
Accounts receivable	(971,339)
Accounts payable	37,836
Accrued payroll	(10,386)
Compensated absences payable	14,235
Net pension obligation	(10,712)
NET CASH FROM OPERATING ACTIVITIES	\$ (776,822)

STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS

April 30, 2	2015
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		ension 1st Fund		Agency
ASSETS				
Cash and cash equivalents	\$	372,333	\$	18,698
Investments				
U.S. Treasury obligations		451,122		-
Annuities		56,300		-
U.S. agency obligations		5,956,356		-
Municipal bonds		1,428,110		-
Corporate bonds		3,473,648		-
Equity mutual funds		9,591,225		-
Common stock		3,067,867		-
Receivables				
Accrued interest		98,587		
Total assets	2	4,495,548	\$	18,698
LIABILITIES				
Benefits payable		11,147		-
Due to others		-		11,217
Impact fees payable		-		7,455
Deposits payable		-		26
Total liabilities		11,147	\$	18,698
NET POSITION HELD IN TRUST FOR PENSION BENEFITS	<u>\$</u> 2	4,484,401	:	

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION POLICE PENSION FUND

For the Year Ended April 30, 2015

ADDITIONS	
Contributions	
Employer	\$ 1,205,560
Employee	302,058
Total contributions	1,507,618
Investment income	
Net appreciation in	
fair value of investments	652,766
Interest	1,024,894
Total investment income	1,677,660
Less investment expense	(72,726)
Net investment income	1,604,934
Total additions	3,112,552
DEDUCTIONS	
Pension benefits	1,624,179
Contractual services	23,038
Administrative expenses	16,843
Total deductions	1,664,060
NET INCREASE	1,448,492
NET POSITION HELD IN TRUST FOR PENSION BENEFITS	
May 1	23,035,909
April 30	\$ 24,484,401

NOTES TO FINANCIAL STATEMENTS

April 30, 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Darien, Illinois (the City) have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to government units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

a. Financial Reporting Entity

The City is a municipal corporation governed by a seven-member council consisting of seven aldermen and the mayor. As required by GAAP, these financial statements present the City and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the City's operations and so data from these units are combined with data of the primary government.

The City's financial statements include a pension trust fund.

Police Pension Employees Retirement System

The City's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the City's Mayor, one elected pension beneficiary, and two elected police employees constitute the pension board. The City and PPERS participants are obligated to fund all PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the City is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it possesses many of the characteristics of a legally separate government, PPERS is reported as if it were part of the primary government because its sole purpose is to finance and administer the pensions of the City's police employees, and because of the fiduciary nature of such activities. PPERS is reported as a pension trust fund.

b. Fund Accounting

The City uses funds to report on its financial position and the changes in its financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain city functions or activities.

A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into the following categories: governmental, proprietary, and fiduciary.

Governmental funds are used to account for all or most of the City's general activities. Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Debt service funds are used to account for and report financial resources that are restricted, or assigned to expenditure for principal and interest. The general fund is used to account for all activities of the general government not accounted for in some other fund.

Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily within the City (internal service funds).

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments. The City utilizes pension trust funds and agency funds which are generally used to account for assets that the City holds in fiduciary capacity or on behalf of others as their agent.

c. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statements of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. The effect of material interfund activity has been eliminated from these financial statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

c. Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function, segment, or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The Capital Improvements Fund is used to account for the proceeds of the Taxable General Obligation Bonds, Series 2007A restricted to expenditures for the related capital projects.

The Debt Service Fund is used to account for the repayment of the General Obligation Bonds. Financing is provided by a restricted property tax levy.

The City reports the following major proprietary fund:

The Water Operations Fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund including, but not limited to, administration, operations, financing and related debt service, and billing and collections.

c. Government-Wide and Fund Financial Statements (Continued)

The City reports the following fiduciary funds:

The Police Pension Fund accounts for the activities of the accumulation of resources to pay pension costs. Resources are contributed by members at rates fixed by state statutes and by the City which uses the annual property tax levy to fund the employer contribution.

Agency Funds account for assets held on behalf of third parties and that do not involve the measurement of operating results.

d. Measurement Focus, Basis of Accounting, and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and pension trust fund financial statements. Revenues and additions are recorded when earned and expenses and deductions are recorded when a liability is incurred. Property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Operating revenues and expenses are directly attributable to the operation of the proprietary funds. Non-operating revenue/expenses are incidental to the operations of these funds.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for sales taxes, income taxes, and telecommunications taxes which use a 90-day period. The City recognizes property taxes when they become both measurable and available in the year intended to finance. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as expenditures when due.

Sales taxes owed to the state at year end; franchise taxes, licenses, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and are recognized as revenues of the current fiscal period. Income and motor fuel taxes and fines collected and held by the state or county at year end on behalf of the City are also recognized as revenue. Fines and permits revenues are not susceptible to accrual because generally they are not measurable until received in cash.

d. Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)

In applying the susceptible to accrual concept to intergovernmental revenues (i.e., federal and state grants), the legal and contractual requirements of the numerous individual programs are used as guidelines. Monies that are virtually unrestricted as to purpose of expenditure, which are usually revocable only for failure to comply with prescribed compliance requirements, are reflected as revenues at the time of receipt or earlier if the susceptible to accrual criteria are met.

The City reports unearned and unavailable/deferred revenue on its financial statements. Unearned and unavailable/deferred revenues arise when potential revenue does not meet both the measurable and available or earned criteria for recognition in the current period. Unearned and unavailable/deferred revenues also arise when resources are received by the government before it has legal claim to them as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the government has a legal claim to the resources, the liability for unearned revenue and the deferred inflows of resources for unavailable/deferred revenue is removed from the financial statements and revenue is recognized.

e. Cash and Investments

Cash and Cash Equivalents

For purposes of the statement of cash flows, the City's proprietary funds consider all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

Investments

City investments with a maturity of one year or less when purchased are stated at cost or amortized cost. City investments with a maturity greater than one year when purchased and all pension fund investments are stated at fair value in accordance with GASB Statement No. 31.

Illinois Funds, a money market mutual fund created by the Illinois State Legislature and controlled by the Illinois State Treasurer is reported at a \$1 per share value, which equals the City's fair value in the pool.

f. Interfund Receivables/Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

g. Inventories

Inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund inventories, if any, are recorded as expenditures when purchased.

h. Prepaid Items/Expenses

Payments made to vendors for services that will benefit periods beyond the date of this report are recorded as prepaid items/expenses, if any.

i. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, storm sewers), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$50,000 for machinery, equipment, and vehicles, \$100,000 for building improvements, \$100,000 for buildings, \$200,000 for infrastructure and an estimated useful life in excess of one year, and any amount for land. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	25-50
Building improvements	8-25
Land improvements	15-35
Machinery, vehicles, and equipment	5-20
Infrastructure - streets	25-50
Waterworks and sewage system	25

j. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacations must be taken in the year following the one in which it was earned. Unused vacation time is not allowed to be carried over to the subsequent year without approval. Sick leave may be accumulated for future use. City employees may accrue up to 120 or 150 hours depending on the employment classification. The City's policy allows for a bonus to be paid for those employees who have not used sick days in the given year. Accumulated amounts are paid out at retirement at a rate of 50% of the employee's current hourly salary rate.

Vested or accumulated vacation leave are reported as an expenditure and a fund liability of the governmental fund that will pay it once retirement or separation has occurred. Vested or accumulated vacation and sick leave of proprietary funds and governmental activities are recorded as an expense and liability of those funds as the benefits accrue to employees.

k. Long-Term Obligations

In the government-wide financial statements and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund financial statements. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are recognized during the current period.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

I. Fund Balances/Net Position

In the fund financial statements, governmental funds report nonspendable fund balance for amounts that are either not in spendable form or legally or contractually required to be maintained intact. Restrictions of fund balance are reported for amounts constrained by legal restrictions from outside parties for use for a specific purpose, or externally imposed by outside entities. Committed fund balance is constrained by formal actions of the City Council, which is considered the City's

1. Fund Balances/Net Position (Continued)

highest level of decision-making authority. Formal actions include ordinances approved by the Board. Assigned fund balance represents amounts constrained by the City's intent to use them for a specific purpose. The authority to assign fund balance has been delegated to the City Administrator. Any residual fund balance of the General Fund or any deficit fund balance in other governmental funds are reported as unassigned.

The City has not adopted a flow of funds policy and, therefore, applies the flow of funds from GASB Statement No. 54, which prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending the City considers committed funds to be expended first followed by assigned and then unassigned funds. For net position, restricted funds are spent first then unrestricted funds.

In the government-wide financial statements, restricted net position is legally restricted by outside parties for a specific purpose. Net investment in capital assets represents the City's investment in the book value of capital assets, less any outstanding debt that was issued to construct or acquire the capital asset.

None of the restricted net position or restricted fund balance results from enabling legislation adopted by the City.

m. Interfund Transactions

Interfund services are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed.

All other interfund transactions, except interfund services and reimbursements, are reported as transfers.

n. Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

o. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City only has one item that qualifies for reporting in this category. It is the deferred charge on refunding reported in the government-wide statement of net position. An unamortized loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item that qualifies for reporting in this category. Accordingly, the item, unavailable/deferred revenue for property taxes, is reported in the governmental funds balance sheet and the statement of net position. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available or are earned.

p. Special Item

Special items are significant transactions within the control of management that are unusual in nature or infrequent in occurrence. During 2015, the City sold property to a developer for \$1,200,000. The cost of the property, net of accumulated depreciation was \$3,786,094. As a result of the transaction, the City recognized a loss in the amount of \$2,586,094 on the statement of activities.

2. DEPOSITS AND INVESTMENTS

The City maintains a cash and investment pool that is available for use by all funds, except the pension trust funds. Each fund's portion of this pool is displayed on the financial statements as "cash and investments." In addition, cash and investments are separately held by several of the City's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

2. DEPOSITS AND INVESTMENTS (Continued)

a. City Deposits and Investments

The City's investment policy authorizes the City to invest in all investments allowed by Illinois Compiled Statutes (ILCS). These include deposits/investments in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States Government or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds (created by the Illinois State Legislature under the control of the State Treasurer that maintains a \$1 per share value which is equal to the participants fair value), and the Illinois Metropolitan Investment Fund (IMET), a not-for-profit investment trust formed pursuant to the Illinois Municipal Code and managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an investment company. Investments in IMET are valued at IMET's share price, the price for which the investment could be sold. The City's investment policy does limit its deposits to financial institutions that are members of the FDIC system and are capable of posting collateral for amounts in excess of FDIC insurance.

It is the policy of the City to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, safety of principal, liquidity, and yield.

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the City's deposits may not be returned to it. The City's investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance. The investment policy does not address how collateral is held. Collateral is held by a third party custodian in the City's name.

Investments

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the City limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for short and long-term cash flow needs while providing a reasonable rate of return based on the current market. Unless matched to a specific cash flow, the City does not directly invest in securities maturing more than five years from the date of purchase.

2. DEPOSITS AND INVESTMENTS (Continued)

a. City Deposits and Investments (Continued)

Investments (Continued)

The following table presents the investments and maturities of the City's investments that are subject to interest rate risk as of April 30, 2015:

			Investment Maturities (in Years)										
Investment Type	Fair V	alue	Less than	1-5			6-10	Greater than 10					
IMET 1-3 year fund	\$ 1	6,397	\$	- \$	16,397	\$	-	\$	_				
TOTAL	\$ 1	6,397	\$	- \$	16,397	\$	-	\$	-				

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The City limits its exposure to credit risk by limiting investments to the types of securities listed above; pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with the City's investment policy; diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the City will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the City's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by an independent third party custodian and evidenced by safekeeping receipts.

Concentration of credit risk is the risk that the City has a high percentage of its investments invested in one type of investment. The City's investment policy requires diversification of investments to avoid unreasonable risk. The investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

3. **RECEIVABLES**

a. Property Taxes

Property taxes for 2014 attached as an enforceable lien on January 1, 2014, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and issued on or about May 1, 2015, and are payable in two installments, on or about June 1, 2015 and September 1, 2015. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy, to reflect actual collection experience. As the 2014 tax levy is intended to fund expenditures for the 2015-2016 fiscal year, these taxes are unavailable as of April 30, 2015.

The 2015 tax levy, which attached as an enforceable lien on property as of January 1, 2015, has not been recorded as a receivable as of April 30, 2015 as the tax has not yet been levied by the City and will not be levied until December 2015 and, therefore, the levy is not measurable at April 30, 2015.

b. Due from Other Governments and Other Receivables

	 General	onmajor ernmental	Total			
GOVERNMENTAL ACTIVITIES						
Intergovernmental						
Sales tax	\$ 1,207,408	\$	-	\$	1,207,408	
Local use tax	70,946		-		70,946	
Income tax	332,195		-		332,195	
Motor fuel tax	-		51,368		51,368	
Telecommunications tax	226,748		-		226,748	
Video gaming tax	8,702		-		8,702	
Drug seizures	 7,524		-		7,524	
Total intergovernmental	 1,853,523		51,368		1,904,891	
Other receivables						
Franchise fees	90,167		-		90,167	
Hotel/motel tax	4,017		-		4,017	
Amusement tax	7,396		-		7,396	
Utility tax	76,773		-		76,773	
Paypal	39		-		39	
IRMA	82,363		-		82,363	
Accounts	71,786		-		71,786	
Total other receivables	 332,541		-		332,541	
	 ,				,	
TOTAL GOVERNMENTAL ACTIVITIES	\$ 2,186,064	\$	51,368	\$	2,237,432	

4. CAPITAL ASSETS

Capital asset activity for the year ended April 30, 2015 was as follows:

	Balances May 1	Increases	Decreases	Balances April 30
GOVERNMENTAL ACTIVITIES				
Capital assets not being depreciated	¢ 2 (00 100	¢	• • • • • • • • • •	¢ 410.500
Land	\$ 3,690,198	\$ -	\$ 3,270,669	\$ 419,529
Total capital assets not being depreciated	3,690,198	-	3,270,669	419,529
Capital assets being depreciated				
Buildings and improvements	6,133,816	-	599,331	5,534,485
Machinery, vehicles, and equipment	2,960,752	138,278	-	3,099,030
Infrastructure	12,768,226	-	-	12,768,226
Total capital assets being depreciated	21,862,794	138,278	599,331	21,401,741
Less accumulated depreciation for				
Buildings and improvements	2,707,628	113,742	83,906	2,737,464
Machinery, vehicles, and equipment	1,908,333	256,589	-	2,164,922
Infrastructure	8,679,668	460,133	-	9,139,801
Total accumulated depreciation	13,295,629	830,464	83,906	14,042,187
Total capital assets being depreciated, net	8,567,165	(692,186)	515,425	7,359,554
GOVERNMENTAL ACTIVITIES				
CAPITAL ASSETS, NET	\$ 12,257,363	\$ (692,186)	\$ 3,786,094	\$ 7,779,083

Depreciation expense was charged to functions/programs of the governmental activities as follows:

GOVERNMENTAL ACTIVITIES	
General government	\$ 39,047
Public safety	161,145
Highways and streets	630,272
TOTAL DEPRECIATION EXPENSE -	
GOVERNMENTAL ACTIVITIES	\$ 830,464

4. CAPITAL ASSETS (Continued)

	Balances May 1 Increases Decrea						Balances April 30
BUSINESS-TYPE ACTIVITIES							
Capital assets not being depreciated							
Land	\$	100,000	\$	-	\$	-	\$ 100,000
Total capital assets not being depreciated		100,000		-		-	100,000
Capital assets being depreciated							
Buildings and improvements		6,989,234		-		-	6,989,234
Machinery and equipment		832,615		-		-	832,615
Infrastructure		7,984,691		-		-	7,984,691
Total capital assets being depreciated		15,806,540		-		-	15,806,540
Less accumulated depreciation for							
Buildings and improvements		3,213,091		198,830		-	3,411,921
Machinery and equipment		829,616		500		-	830,116
Infrastructure		5,464,558		135,918		-	5,600,476
Total accumulated depreciation		9,507,265		335,248		-	9,842,513
Total capital assets being depreciated, net		6,299,275		(335,248)		-	5,964,027
BUSINESS-TYPE ACTIVITIES CAPITAL ASSETS, NET	\$	6,399,275	\$	(335,248)	\$	-	\$ 6,064,027

5. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; employee health; natural disasters; illnesses of employees; and injuries to the City's employees.

Intergovernmental Risk Management Agency

The City participates in the Intergovernmental Risk Management Agency (IRMA). IRMA is an organization of municipalities and special districts in northeastern Illinois that have formed an association under the Illinois Intergovernmental Cooperations Statute to pool their risk management needs. IRMA administers a mix of self-insurance and commercial insurance coverages; property/casualty and workers' compensation claim administration/ litigation management services; unemployment claim administration; extension risk management/loss control consulting and training programs; and a risk information system and financial reporting service for its members.

The City's payments to IRMA are displayed on the financial statements as expenditures/expenses in appropriate funds. Each member assumes the first \$2,500 of each occurrence, and IRMA has a mix of self-insurance and commercial insurance at various amounts above that level.

5. RISK MANAGEMENT (Continued)

Intergovernmental Risk Management Agency (Continued)

Each member appoints one delegate, along with an alternate delegate, to represent the member on the Board of Directors. The City does not exercise any control over the activities of IRMA beyond its representation on the Board of Directors.

Initial contributions are determined each year based on the individual member's eligible revenue as defined in the by-laws of IRMA and experience modification factors based on past member loss experience. Members have a contractual obligation to fund any deficit of IRMA attributable to a membership year during which they were a member. Supplemental contributions may be required to fund these deficits. The City is aware of no additional contributions due to IRMA as of April 30, 2015.

Intergovernmental Personnel Benefit Cooperative

The City participates in the Intergovernmental Personnel Benefit Cooperative (IPBC). IPBC is a public entity risk pool established by certain units of local government in Illinois to administer some or all of the personnel benefit programs (primarily medical, dental, and life insurance coverage) offered by these members to their officers and employees and to the officers and employees of certain governmental, quasi governmental, and nonprofit public service entities.

The IPBC receives, processes, and pays such claims as may come within the benefit program of each member. Management consists of a Board of Directors comprised of one appointed representative from each member. In addition, there are two officers; a Benefit Administrator and a Treasurer. The City does not exercise any control over the activities of the IPBC beyond its representation on the Board of Directors.

6. LONG-TERM DEBT

a. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for general government activities. In addition, general obligation bonds have been issued to refund general obligation bonds. General obligation bonds are direct obligations and pledge the full faith and credit of the City.

A summary of changes in long-term debt reported in the governmental activities of the City for the year ended April 30, 2015 is as follows:

6. LONG-TERM DEBT (Continued)

a. General Obligation Bonds (Continued)

Governmental Activities

Issue	Fund Debt Retired by	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
\$2,600,000 General Obligation Bonds, Series 2007B are due in annual installments (beginning December 15, 2012) ranging from \$390,000 to \$475,000 with interest at 4.00%. The last payment is due December 15, 2017.	Debt Service	\$ 1,800,000	\$-	\$ 1,800,000	\$-	\$
\$2,370,000 General Obligation Bonds, Series 2008 are due in annual installments (beginning January 1, 2009) ranging from \$115,000 to \$190,000 with interest from 3.50% to 4.00%. The last payment due is January 1, 2024.	Capital Improvement	1,600,000		140,000	1,460,000	145,000
TOTAL GOVERNMENTAL BONDED DEBT		\$ 3,400,000	\$-	\$ 1,940,000	\$ 1,460,000	\$ 145,000

Business-Type Activities

Issue	Fund Debt Retired by	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
\$3,900,000 General Obligation Water Bonds, Series 2006 are due in annual installments (beginning December 15, 2007) ranging from \$60,000 to \$300,000 with interest from 4.10% to 4.30%. The last payment is due on December 15, 2025.	Water	\$ 185,000	\$-	\$ 185,000	\$ -	\$ -
\$2,810,000 General Obligation Refunding Bonds, Series 2012 are due in annual installments (beginning December 15, 2012) ranging from \$20,000 to \$290,000 with interest from 2.00% to 3.50%. The last payment is due on December 15, 2025.	Water	2,770,000		20,000	2,750,000	215,000
TOTAL BUSINESS-TYPE BONDED DEBT		\$ 2,955,000	\$-	\$ 205,000	\$ 2,750,000	\$ 215,000

6. LONG-TERM DEBT (Continued)

b. Installment Contracts

On September 19, 2011, the City entered into an installment contract with Hinsdale Bank & Trust Co. to finance the purchase of public safety vehicles and equipment in the amount of \$483,466 with an interest rate of 1.50%. The installment contract was paid in full during the year ended April 30, 2015.

c. Debt Service Requirements to Maturity

Annual debt service requirements to maturity are as follows:

Fiscal	Governmental Activities General Obligation Bonds								Business-Type Activities General Obligation Bonds					
Year	I	Principal		Interest		Total	Principal		Interest			Total		
2016	\$	145,000	\$	57,006	\$	202,006	\$	215,000	\$	83,725	\$	298,725		
2017 2018		155,000 160,000		51,570 45,564		206,570 205,564		220,000 225,000		79,425 75,025		299,425 300,025		
2019 2020		165,000 170,000		39,362 32,968		204,362 202,968		230,000 240,000		68,275 61,375		298,275 301,375		
2021 2022		175,000 185,000		26,380 19,600		201,380 204,600		245,000 260,000		54,175 46,825		299,175 306,825		
2023 2024		190,000 115,000		12,200 4,600		202,200 119,600		265,000 275,000		39,025 29,750		304,025 304,750		
2025 2026				-		-		285,000 290,000		20,125 10,150		305,125 300,150		
TOTAL	¢	1 460 000	\$	280.250	¢	1 740 250	¢	2,750,000	¢	567,875	¢	, , , , , , , , , , , , , , , , , , , ,		
IUIAL	<u>٦</u> .	1,460,000	\$	289,250	\$	1,749,250	\$.	2,730,000	\$	307,875	\$.	3,317,875		

d. Changes in Long-Term Liabilities

The following is a summary of changes in long-term liabilities during fiscal year 2015:

		Balances May 1	A	Additions Reductions			Balances April 30		Due Within One Year	
GOVERNMENTAL ACTIVITIES General obligation bonds	\$	3,400,000	\$	-	\$	1.940.000	\$	1,460,000	¢	145,000
Installment contract - 2011	Φ	162,466	Φ	-	Ф	1,940,000	Φ	1,400,000	Φ	- 145,000
Unamortized bond premium		13,074		-		3,268		9,806		-
Compensated absences payable*		599,355		208,105		89,903		717,557		107,634
Net pension obligation*		43,644		-		43,644		-		-
TOTAL GOVERNMENTAL										
ACTIVITIES	\$	4,218,539	\$	208,105	\$	2,239,281	\$	2,187,363	\$	252,634

6. LONG-TERM DEBT (Continued)

d. Changes in Long-Term Liabilities (Continued)

	 Balances May 1	Additions		Reductions		Balances April 30		Due Within One Year	
BUSINESS-TYPE ACTIVITIES									
General obligation bonds	\$ 2,955,000	\$	-	\$	205,000	\$	2,750,000	\$	215,000
Unamortized bond discount	(3,540)		-		(3,540)		-		-
Unamortized bond premium	160,763		-		13,397		147,366		-
Compensated absences payable	20,943		17,376		3,141		35,178		5,277
Net pension obligation	 10,712		-		10,712		-		-
TOTAL BUSINESS-TYPE ACTIVITIES	\$ 3,143,878	\$	17,376	\$	228,710	\$	2,932,544	\$	220,277

*The General Fund has typically been used to liquidate the compensated absences liability and the net pension obligation.

e. Line of Credit

On February 18, 2010, the City entered into a line of credit to cover any shortfalls in cash. The maximum amount that can be drawn down is \$1,250,000. The line of credit was not used in fiscal year 2015; accordingly, there was no balance outstanding on April 30, 2015.

f. Advance Refunding

On July 12, 2012, the City issued \$2,810,000 General Obligation Refunding Bonds, Series 2012 to refund a portion of the General Obligation Water Bonds, Series 2006. \$2,954,119 of the proceeds, including reoffering premium, have been deposited onto an irrevocable trust to advance refund, through an in-substance defeasance, \$2,690,000 of the General Obligation Water Bonds, Series 2006. Through the refunding, the City reduced its overall debt service by \$127,079 and had an economic gain of \$108,926. On December 15, 2014, the remaining balance of \$2,690,000 of the defeased bonds were paid from escrow.

g. Early Retirement of Debt

On April 20, 2015, the City called and retired the remaining \$1,375,000 of principal balance remaining on the \$2,600,000 General Obligation Bonds, Series 2007B.

7. INDIVIDUAL FUND DISCLOSURES

Transfers between funds at April 30, 2015 consist of the following:

Fund	Transfers In	Transfers Out
General	•	\$ 4,324,549
Capital Improvements Debt Service	2,947,611 1,376,938	-
TOTAL	\$ 4,324,549	\$ 4,324,549

The purpose of the transfer is as follows:

- \$2,947,611 transferred from the General Fund to the Capital Improvements Fund for capital projects. This transfer will not be repaid.
- \$1,376,938 transferred from the General Fund to the Debt Service Fund for debt service payments. This transfer will not be repaid.

Due from/to other funds at April 30, 2015 consist of the following:

	 Due From	Due To
General Capital Projects Water and Sewer Fund	\$ - 204,421 2,473	\$ 206,894
TOTAL	\$ 206,894	\$ 206,894

The balances reflected in all significant due to/from other funds above are generally related to cover deficit cash balances within commingled accounts. The City expects that the obligations will be liquidated within one year.

8. COMMITMENTS

DuPage Water Commission

The City has committed to purchase water from the DuPage Water Commission (the Commission). The City expects to pay the following minimum amounts based on the Commission's debt service requirements:

Fiscal	
Year	
Ending	
April 30,	 Amount
2016	\$ 278,658
2017	278,658

These amounts have been calculated using the City's current allocation percentage of 3.90%. In future years, this allocation percentage will be subject to change.

9. CONTINGENT LIABILITIES

a. Litigation

The City is not aware of any pending or threatening litigation.

b. DuPage Water Commission

The City's water supply agreement with the Commission provides that each customer is liable for its proportionate share of any costs arising from defaults in payment obligations by other customers.

c. Economic Incentive Agreement

The City entered into an agreement in April 2012 with two local businesses wherein the City will rebate up to a net present value of \$4,000,000 of incremental sales tax revenue, discounted at 8.15%. No payments or accruals have been made under this agreement as of April 30, 2015.

The City entered into an agreement in February 2013 with a local business wherein the City will rebate up to \$750,000 of sales tax revenue over 11 years. No payments or accruals have been made under this agreement as of April 30, 2015.

10. EMPLOYEE RETIREMENT SYSTEMS

The City contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan. The benefits, benefit levels, employee contributions, and employer contributions for both plans are governed by ILCS and can only be amended by the Illinois General Assembly. None of the pension plans issue separate reports on the pension plans. However, IMRF does issue a publicly available report that includes financial statements and supplementary information for the plan as a whole, but not for individual employers. That report can be obtained from IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523.

a. Plan Descriptions

Illinois Municipal Retirement Fund

All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011, are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter. Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits or after age 67 (full benefits) with 10 years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter. Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after 10 years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with 10 years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

IMRF also provides death and disability benefits. These benefit provisions and all other requirements are established by state statute. Participating members are required to contribute 4.50% of their annual salary to IMRF. The City is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The employer required contribution for the calendar year ended December 31, 2014 was 14.83% of covered payroll.

10. EMPLOYEE RETIREMENT SYSTEMS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan

Plan Administration

Police sworn personnel are covered by the Police Pension Plan. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois Compiled Statutes (ILCS) (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The City accounts for the plan as a pension trust fund

The plan is governed by a five-member Board of Trustees. Two members of the Board are appointed by the City's Mayor, one member is elected by pension beneficiaries and two members are elected by active police employees.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Plan Membership

At April 30, 2015, the Police Pension Plan membership consisted of:

Inactive plan members or beneficiaries	
Currently receiving benefits	23
Inactive plan members entitled to but not	2
yet receiving benefits	
Active plan members	32
TOTAL	57
•	57

Benefits Provided

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a

10. EMPLOYEE RETIREMENT SYSTEMS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Benefits Provided (Continued)

maximum of 75.00% of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3.00% of the original pension and 3.00% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 96 consecutive months of service within the last 120 months of service in which the total salary was the highest by the number of months of service in that period. Police officers' salary for pension purposes is capped at \$106,800, plus the lesser of $\frac{1}{2}$ of the annual change in the Consumer Price Index or 3.00% compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75.00% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}$ % for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3.00% or $\frac{1}{2}$ of the change in the Consumer Price Index for the proceeding calendar year.

Contributions

Employees are required by ILCS to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan, including the costs of administering the plan, as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. For the year ended April 30, 2015, the City's contribution was 41.3% of covered payroll.

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Investment Policy

ILCS limit the Police Pension Fund's (the Fund) investments to those allowable by ILCS and require the Fund's Board of Trustees to adopt an investment policy which can be amended by a majority vote of the Board of Trustees. The Fund's investment policy authorizes the Fund to invest in all investments allowed by ILCS. These include deposits/investments in insured commercial banks, savings and loan institutions, interest-bearing obligations of the U.S. Treasury and U.S. agencies, interest-bearing bonds of the State of Illinois or any county, township, or municipal corporation of the State of Illinois, money market mutual funds whose investments consist of obligations of the U.S. Treasury or U.S. agencies, separate accounts managed by life insurance companies, mutual funds, corporate bonds, common and preferred stock, Illinois Funds (created by the Illinois State Legislature under the control of the State Treasurer that maintains a \$1 per share value which is equal to the participants fair value), and IMET, a not-for-profit investment trust formed pursuant to the Illinois Municipal Code and managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an investment company. Investments in IMET are valued at IMET's share price, the price for which the investment could be sold.

During the year, no changes to the investment policy were approved by the Board of Trustees.

It is the policy of the Fund to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the cash flow demands of the Police Pension Fund and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, safety of principal, risk aversion, rate of return, and liquidity.

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Investment Policy (Continued)

The Fund's investment manager establishes the following target allocation across asset classes:

Asset Class	Target	Long-Term Expected Real Rate of Return
Large Cap Domestic Equity	32.5%	6.9%
Mid Cap Domestic Equity	5.0%	8.9%
Small Cap Domestic Equity	5.0%	9.0%
International Equity	7.5%	7.1%
Fixed Income	50.0%	2.1%

Asset class returns are calculated on the geometric mean basis and are derived from *Stocks, Bonds, Bills and Inflation 2013 Yearbook - Morningstar* for the period of December 31, 1925 through December 31, 2014, except for International equity, which is derived from the MSCI EAFE Index for the period December 31, 1976 through December 31, 2014 and Mid Cap Domestic Equity, which is derived from the S&P 400 Mid Cap Index for the period December 31, 1991 through December 31, 2014.

Investment Valuations

All investments in the plan are stated at fair value and are recorded as of the trade date. Fair value is based on quoted market prices at April 30 for debt securities, equity securities and mutual funds and contract values for insurance contracts.

Investment Rate of Return

For the year ended April 30, 2015, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 6.90%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Police Pension Fund's deposits may not be returned to it. The Police Pension Fund's investment policy does not require pledging of collateral for all bank balances in excess of federal depository insurance, since flow-through FDIC insurance is available for the police pension funds deposits with financial institutions.

Interest Rate Risk

The following table presents the investments and maturities of the Police Pension Fund's debt securities as of April 30, 2015:

		Investment Maturities (in Years)					
Investment Type	Fair Value	Less than 1	1-5	6-10	Greater than 10		
U.S. Treasury obligations	\$ 451,122	\$ - \$	220,747 \$	230,375	\$ -		
U.S. agency obligations	5,956,356	150,925	2,242,039	3,193,591	369,801		
Municipal bonds	1,428,110	-	712,617	629,137	86,356		
Corporate bonds	3,473,648	156,425	2,145,183	1,172,040	-		
TOTAL	\$ 11,309,236	\$ 307,350 \$	5,320,586 \$	5,225,143	\$ 456,157		

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the Fund limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for all reasonably anticipated operating requirements while providing a reasonable rate of return based on the current market.

Credit Risk

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The Fund limits its exposure to credit risk by primarily investing U.S. Treasury or U.S. agency obligations. The U.S. Treasury and U.S. agency obligations are rated AA+. Municipal bonds and corporate bonds are rated BBB to AAA.

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Custodial Credit Risk

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Fund will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Fund's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by a third party custodian and evidenced by safekeeping receipts. The money market and equity mutual funds are not subject to custodial credit risk.

Net Pension Liability

The components of the net pension liability of the Police Pension Plan as of April 30, 2015 calculated in accordance with GASB Statement No. 67 were as follows:

Total pension liability	\$ 42,105,166
Plan fiduciary net position	24,484,401
City's net pension liability	17,620,765
Plan fiduciary net position as a percentage of the	
total pension liability	58.15%

See the schedule of changes in the employer's net pension liability and related ratios in the required supplementary information for additional information related to the funded status of the Fund.

Actuarial Assumptions

The total pension liability above was determined using the following actuarial methods and assumptions.

Actuarial valuation date	April 30, 2015
Actuarial cost method	Entry Age Normal
Assumptions Inflation	3.00%
Salary increases	5.50%
Interest rate	7.00%
Cost of living adjustments	3.00%
Asset valuation method	Market

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Actuarial Assumptions (Continued)

Mortality rates were based on the RP-2000 CHBCA Mortality Table. The actuarial assumptions used in the April 30, 2015 valuation were based on the results of an actuarial experience study conducted by the Illinois Department of Insurance dated September 26, 2012.

Discount Rate

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount Rate Sensitivity

The following is a sensitive analysis of the net pension liability to changes in the discount rate. The table below presents the pension liability of the City calculated using the discount rate of 7.00% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.00%) or 1 percentage point higher (8.00%) than the current rate:

	1% Decrease (6.00%)	Current Discount Rate (7.00%)	1% Increase (8.00%)
Net pension liability	\$ 23,209,518	\$ 17,620,765	\$ 12,999,097

b. Annual Pension Costs

Employer contributions have been determined as follows:

	Illinois Municipal Retirement	Police Pension
Actuarial valuation date	December 31, 2012	April 30, 2014
Actuarial cost method	Entry-Age Normal	Entry-Age Normal
Asset valuation method	5 Year Smoothed Market	Market
Amortization method	Level Percentage of Payroll	Level Percentage of Payroll
Amortization period	29 Years, Open	26 Years, Closed
Significant actuarial assumptions a) Rate of return on present and future assets	7.50% Compounded Annually	7.00% Compounded Annually
b) Projected salary increase - attributable to inflation	4.00% Compounded Annually	5.50% Compounded Annually
 c) Additional projected salary increases - seniority/merit 	0.40% to 10.00%	N/A
d) Postretirement benefit increases	3.00%	3.00%

b. Annual Pension Costs (Continued)

Employer annual pension cost (APC), actual contributions, and the net pension obligation (asset) (NPO) are as follows. The NPO (asset) is the cumulative difference between the APC and the contributions actually made.

_	For Fiscal Year	Ν	Illinois Iunicipal etirement	Police Pension
Annual pension cost (APC)	2013 2014 2015	\$	311,928 379,172 377,216	\$ 982,046 999,570 1,058,599
Actual contribution	2013 2014 2015	\$	310,813 378,034 431,572	\$ 1,092,730 1,125,432 1,205,560
Percentage of APC contributed	2013 2014 2015		99.64% 99.70% 114.41%	111.27% 112.59% 113.88%
NPO (asset)	2013 2014 2015	\$	53,218 54,356	\$ (186,567) (312,429) (459,390)

The NPO (asset) as of April 30, 2015 has been calculated as follows:

	Illinois			
	Ν	Iunicipal	Police	
	R	etirement	Pension	
Annual required contribution	\$	377,342	\$ 1,066,454	
Interest on net pension obligation		4,077	(21,870)	
Adjustment to annual required contributions		(4,203)	14,015	
Annual pension cost		377,216	1,058,599	
Contributions made		431,572	1,205,560	
Increase (decrease) in net pension obligation (asset)		(54,356)	(146,961)	
Net pension obligation (asset), beginning of year		54,356	(312,429)	
NET PENSION OBLIGATION (ASSET),				
END OF YEAR	\$	-	\$ (459,390)	

b. Annual Pension Costs (Continued)

The funded status of the plans as of April 30, 2015 (Police Pension) and December 31, 2014 (IMRF) were as follows:

		Illinois		
		Municipal		Police
		Retirement	Pension	
Actuarial valuation date	Dec	ember 31, 2014	Aŗ	oril 30, 2015
Actuarial accrued liability (AAL)	\$	9,956,157	\$	42,105,166
Actuarial value of plan assets		7,494,765		24,484,401
Unfunded actuarial accrued liability (UAAL)		2,461,392		17,620,765
Funded ratio (actuarial value of plan assets/AAL)		75.28%		58.15%
Covered payroll (active plan members)	\$	2,621,479	\$	2,916,963
UAAL as a percentage of covered payroll		93.89%		604.08%

The actuarial assumptions used to determine the funded status of the plans are the same actuarial assumptions used to determine the employer APC of the plans as disclosed in Note 10c.

c. Funded Status

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the ARC of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to financial statements, presents multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the AALs for benefits.

See schedules of funding progress in the required supplementary information immediately following the notes to financial statements for additional information related to the funded status of the plan.

11. LEASE AGREEMENTS

During the year ended April 30, 2015, the City had rental agreements with three retailers for the rental of business space of the strip mall property at 7515 South Cass. The three retailers paid the City a combined total of \$7,900 on a month-to-month basis. The City sold the strip mall property during 2015 and, accordingly, no longer maintains the rental agreements.

12. OTHER POSTEMPLOYMENT BENEFITS

The City allows employees, who retire through one of the City's two pension plans disclosed in Note 10, the option to continue in the City's health insurance plan as required by ILCS, but the retiree pays the full premium for the health insurance. This has not created an implicit subsidy as defined by GASB Statement No. 45 (GASB S-45), *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as the City's health insurance plan is considered a community rated plan. In addition, the City has no explicit subsidy as defined in GASB S-45.

13. SUBSEQUENT EVENT

On June 1, 2015, the City authorized the issuance of General Obligation Refunding Bonds, Series 2015 in an amount not to exceed \$1,500,000.

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL GENERAL FUND

	2015							
		Original				Variance	-	
	:	and Final				Over		2014
		Budget		Actual		(Under)		Actual
REVENUES								
Taxes	\$	3,808,140	\$	4,157,721	\$	349,581	\$	3,423,728
Licenses, permits and fees	Φ	825,900	φ	1,014,641	φ	188,741	φ	1,118,571
Intergovernmental		7,479,153		7,843,604		364,451		7,718,957
Charges for services		495,302		585,155		89,853		894,182
Investment income		6,000		8,352		2,352		10,255
Miscellaneous		40,000		8,332 56,077		16,077		49,127
Miscenaneous		40,000		50,077		10,077		49,127
Total revenues		12,654,495		13,665,550		1,011,055		13,214,820
EXPENDITURES								
Current								
General government		1,430,108		1,403,022		(27,086)		1,369,467
Highways and streets		1,982,096		1,986,471		4,375		1,869,491
Public safety		7,441,771		7,017,676		(424,095)		6,892,574
Debt service								
Principal		-		162,466		162,466		160,500
Interest		-		2,437		2,437		4,838
Total expenditures		10,853,975		10,572,072		(281,903)		10,296,870
Total expenditures		10,855,975		10,372,072		(281,903)		10,290,870
EXCESS (DEFICIENCY) OF REVENUES								
OVER EXPENDITURES		1,800,520		3,093,478		1,292,958		2,917,950
OVER EM ENDITORES		1,000,020		5,075,470		1,272,750		2,917,930
OTHER FINANCING SOURCES (USES)								
Transfers in		-		-		-		5,859
Transfers (out)		-		(4,324,549)		(4,324,549)		(3,747,422)
Proceeds from sale of assets		1,000		8,626		7,626		24,550
		,		- ,				
Total other financing sources (uses)		1,000		(4,315,923)		(4,316,923)		(3,717,013)
NET CHANGE IN FUND BALANCE	\$	1,801,520	8	(1,222,445)	\$	(3,023,965)	8	(799,063)
FUND BALANCE, MAY 1				3,871,945				4,671,008
FUND BALANCE, APRIL 30			\$	2,649,500			\$	3,871,945

SCHEDULE OF FUNDING PROGRESS ILLINOIS MUNICIPAL RETIREMENT FUND

Actuarial Valuation Date December 31,	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry-Age	(3) Funded Ratio (1) / (2)	(4) Unfunded AAL (UAAL) (2) - (1)	(5) Covered Payroll	UAAL as a Percentage of Covered Payroll (4) / (5)
2009	\$ 5,596,856	\$ 8,049,960	69.53%	\$ 2,453,104	\$ 3,169,693	77.39%
2010	6,345,481	8,800,442	72.10%	2,454,961	2,962,084	82.88%
2011	5,971,006	8,414,833	70.96%	2,443,827	2,579,318	94.75%
2012	5,970,600	8,699,564	68.63%	2,728,964	2,329,264	117.16%
2013	6,897,834	9,141,576	75.46%	2,243,742	2,494,952	89.93%
2014	7,494,765	9,956,157	75.28%	2,461,392	2,621,479	93.89%

SCHEDULE OF FUNDING PROGRESS POLICE PENSION FUND

Actuarial Valuation Date April 30,	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry-Age	(3) Funded Ratio (1) / (2)	(4) Unfunded AAL (UAAL) (2) - (1)	(5) Covered Payroll	UAAL as a Percentage of Covered Payroll (4) / (5)
2010	\$ 16,866,119	\$ 30,626,124	55.07%	\$ 13,760,005	\$ 3,282,075	419.25%
2011	18,838,718	31,056,795	60.66%	12,218,077	3,089,788	395.43%
2012	20,048,107	32,785,742	61.15%	12,737,635	2,957,431	430.70%
2013	21,733,612	34,738,244	62.56%	13,004,632	2,913,928	446.29%
2014	23,035,909	36,544,882	63.03%	13,508,973	2,892,109	467.10%
2015	24,484,401	42,105,166	58.15%	17,620,765	2,916,963	604.08%

SCHEDULE OF EMPLOYER CONTRIBUTIONS ILLINOIS MUNICIPAL RETIREMENT FUND

Fiscal Year	Employer Contributions	Annual Required Contribution (ARC)	Percentage Contributed
2010	\$ 303,386	\$ 303,386	100.00%
2011	335,252	364,883	91.88%
2012	284,897	296,202	96.18%
2013	310,813	310,813	100.00%
2014	378,034	378,034	100.00%
2015	431,572	377,342	114.37%

$ \frac{2016}{2017} \frac{2007}{2008} \frac{2007}{2008} \frac{2009}{2018} \frac{2010}{2011} \frac{2011}{2012} \frac{2013}{2013} \frac{2014}{2013} \frac{2015}{2013} $	6 2007 3,637 \$ 724,265 3,162 724,300 475 \$ (35) 6,155 \$ 2,897,550 6,155 \$ 2,897,550 ith the requirements of wiscide method was	7 2 24,265 \$ 24,300 \$ 24,300 \$ 7,550 \$ 25.0% \$ huns lawel avel \$	2008 807,108 \$ 859,300 (52,192) \$ 2,839,516 \$ 30.3% SB Statement N	2009 927,983 \$ 937,066 (9,083) \$ 3,059,620 \$ 30.6% No. 67. Addition.	2010 939,778 \$ 949,373 (9,595) \$ 3,282,075 \$ 28.9% al information \$	2011 1,103,909 \$ 1,113,781 (9,872) \$ 3,089,788 \$ 36.0% as of the latest a	2012 \$ 1,174,292 \$ 1,185,029 \$ (10,737) \$ \$ 2,957,431 \$ 40.1% tactuarial valuation	2013 \$ 1,082,589 1,092,730 \$ (10,141) \$ 2,913,928 37.5% ion presented is	2014 \$ 1,115,282 \$ 1,115,282 \$ 1,125,432 \$ 1,125,432 \$ 2,892,109 \$ 38.9% as follows: The astolious: The astolious: The second variable of the	2015 \$ 1,196,027 1,205,560 \$ (9,533) \$ 2,916,963 41.3% actuarial cost
methods and assumptions stated below. Actuarial Valuation Date April 30,	on 0,	Em Conti	Employer Contributions	- °	Annual Required Contribution (ARC)	-	Percentage Contributed			
2010		S	949,373	8	939,778		101.02%			
2011		1,	1,113,781		1,103,909		100.89%			
2012		1,	1,185,029		1,174,292		100.91%			
2013		1,	1,092,730		984,942		110.94%			
2014		1,	1,125,432		1,004,506		112.04%			
2015		1,	1,205,560		1,066,454		113.04%			

SCHEDULE OF EMPLOYER CONTRIBUTIONS **CITY OF DARIEN, ILLINOIS**

POLICE PENSION FUND

The information presented was determined as part of the actuarial valuations as of May 1 of the prior fiscal year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed and the amortization period was 26 years; the asset valuation method was at market value; and the significant actuarial assumptions were an investment rate of return at 7.00% annually, projected salary increases assumption of 5.50% compounded annually, and postretirement benefit increases of 3.00% compounded annually.

(See independent auditor's report.) - 52 -

SCHEDULE OF CHANGES IN THE EMPLOYER'S NET PENSION LIABILITY AND RELATED RATIOS POLICE PENSION FUND

April 30, 2015

TOTAL PENSION LIABILITY Service cost Interest Changes of benefit terms Differences between expected and actual experience Changes of assumptions	\$ 688,515 2,599,067 - (388,710) 2,888,856
Benefit payments, including refunds of member contributions	 (1,624,179)
Net change in total pension liability	4,163,549
Total pension liability - beginning	 37,941,617
TOTAL PENSION LIABILITY - ENDING	\$ 42,105,166
 PLAN FIDUCIARY NET POSITION Contributions - employer Contributions - member Net investment income Benefit payments, including refunds of member contributions Administrative expense Net change in plan fiduciary net position Plan fiduciary net position - beginning 	\$ 1,205,560 302,058 1,604,934 (1,624,179) (39,881) 1,448,492 23,035,909
PLAN FIDUCIARY NET POSITION - ENDING	\$ 24,484,401
EMPLOYER'S NET PENSION LIABILITY	\$ 17,620,765
Plan fiduciary net position as a percentage of the total pension liability	58.15%
Covered-employee payroll	\$ 2,916,963
Employer's net pension liability as a percentage of covered-employee payroll	604.08%

SCHEDULE OF INVESTMENT RETURNS POLICE PENSION FUND

April 30, 2015

	2015
Annual money-weighted rate of return, net of investment expense	6.90%

(See independent auditor's report.) - 54 -

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

April 30, 2015

1. **BUDGETS**

Annual budgets are adopted on a basis consistent with GAAP for all governmental funds. Budget amounts are as originally adopted by the City Council. All annual appropriations lapse at fiscal year end. As the City does not budget for its Drug Seizure Fund (it is not legally required to do so) budget to actual schedules are not presented for the Drug Seizure Fund. In addition, no budget was adopted for the Federal Equitable Sharing Fund.

Prior to April 30, the City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing May 1. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Formal budgetary integrations is employed as a management control device during the year of the General Fund and Special Revenue Funds.

The City is authorized to change budgeted amounts within any fund; however, revision must be approved by two-thirds of the members of the City Council. No revisions can be made increasing the budget unless funding is available for the purpose of the revision. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

The appropriated budget is prepared by fund, function, and department. The City Administrator is authorized to transfer budget amounts between departments within any fund; however, the City Council must approve revisions that alter the total expenditures of any fund.

2. EXCESS OF ACTUAL EXPENDITURES OVER BUDGET

Fund	Budget	Actual
Motor Fuel Tax Fund Debt Service Fund Capital Improvement Fund	\$ 598,660 497,500 3,719,806	\$ 619,528 1,892,606 4,091,473

MAJOR GOVERNMENTAL FUNDS

General Fund - The General Fund was established to account for all revenues and expenditures which are not accounted for in other funds. This is the largest fund of the City, providing for the majority of the City's revenues, expenditures, and services. The General Fund is supported predominately with taxes, licenses, and fees. It funds the operations of the City's Police Department, Community Development Department, Mayor/City Council, Street Department, and Administration.

Capital Improvements Fund - The Capital Improvement Fund was established to account for the proceeds of the Taxable General Obligation Bonds, Series 2007A and the expenditures for the related capital projects.

SCHEDULE OF REVENUES - BUDGET AND ACTUAL GENERAL FUND

For the Year Ended April 30, 2015 (With Prior Year Actual)

		2014	5		
	Original and	= * = *	-	Variance	
	Final			Over	2014
	Budget	Actu	al	(Under)	Actual
TAXES					
Property taxes - current	\$ 1,629,1	40 \$ 1,64	42,407 \$	\$ 13,267	\$ 1,125,473
Road and bridge tax	208,0		05,094	(2,906)	208,665
Municipal utility tax	986,0		09,183	123,183	1,154,303
Telecommunication tax	870,0		91,410	121,410	787,188
Amusement tax	70,0		89,903	19,903	87,861
Hotel/motel tax	40,0		53,205	13,205	48,835
Replacement tax	5,0		7,185	2,185	7,043
Video gaming tax			59,334	59,334	4,360
Video gaming ax			59,551	57,551	1,500
Total taxes	3,808,14	40 4,1	57,721	349,581	3,423,728
LICENSES, PERMITS, AND FEES					
Business licenses	40,0	. 00	42,983	2,983	46,824
Liquor licenses	60,0	00	67,220	7,220	61,842
Contractors licenses	18,0	00	21,355	3,355	19,560
Court fines	135,0		27,895	(7,105)	136,534
Ordinance fines	12,0		28,320	16,320	19,866
Building permits and fees	35,0		02,758	67,758	187,789
Cable TV franchise fees	330,0		56,126	26,126	366,764
PEG fees AT&T	-		17,030	17,030	8,234
NICOR franchise fees	28,0		29,804	1,804	28,606
Public hearing fees	5,0		7,221	2,221	6,201
Elevator inspections	5,0		4,660	(340)	4,925
Public improvement permit fees	-		25	25	175
Engineering fee reimbursements	42,4	00	48,081	5,681	64,940
DUI technology fines	8,0		14,073	6,073	15,409
Police special service	107,5		44,860	37,360	149,840
Stormwater management fees			2,230	2,230	1,062
Total licenses, permits, and fees	825,9	00 1.0	14,641	188,741	1 118 571
Total licenses, permits, and lees	823,9	00 1,0	14,041	188,741	1,118,571
INTERGOVERNMENTAL					
State income taxes	2,091,5		38,773	47,229	2,152,195
Local use tax	387,6	09 4	16,364	28,755	384,587
Sales tax	5,000,0	00 5,2	81,277	281,277	5,025,602
DADC distribution	-		-	-	145,902
Grants			7,190	7,190	10,671
Total intergovernmental	7,479,1	53 7,84	43,604	364,451	7,718,957

(This schedule is continued on the following page.) - 56 -

SCHEDULE OF REVENUES - BUDGET AND ACTUAL (Continued) GENERAL FUND

			2015		
	0	riginal and Final		Variance Over	2014
		Budget	Actual	(Under)	Actual
CHARGES FOR SERVICES					
Towing fees	\$	70,000	\$ 65,793	\$ (4,207) \$	70,248
Police report/prints		5,000	6,564	1,564	6,230
Inspection/tap on/permits		-	235	235	150
Rents		335,302	299,061	(36,241)	494,177
Other reimbursements		85,000	134,843	49,843	234,899
Residential concrete reimbursement		-	51,160	51,160	67,987
Reimbursement - rear yard drain		-	20,445	20,445	6,274
Maintenance reimbursements		-	417	417	2,792
Mail box reimbursement		-	2,522	2,522	2,309
Sales of wood chips		-	4,115	4,115	4,299
Operations revenue		-	-	-	4,817
Total charges for services		495,302	585,155	89,853	894,182
INVESTMENT INCOME					
Investment income		6,000	8,352	2,352	10,255
Total investment income		6,000	8,352	2,352	10,255
MISCELLANEOUS					
Street reconstruction program		_	-	_	1,107
Reimbursement - workers compensation		-	22,873	22,873	23,427
Impact fees		-	-		5,970
Miscellaneous		40,000	33,204	(6,796)	18,623
Total miscellaneous		40,000	56,077	16,077	49,127
TOTAL REVENUES	\$	12,654,495	\$ 13,665,550	\$ 1,011,055 \$	13,214,820

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL GENERAL FUND

For the Year Ended April 30, 2015 (With Prior Year Actual)

		2015		
	Original an		Variance	
	Final Budget	Actual	Over (Under)	2014 Actual
GENERAL GOVERNMENT				
Administration				
Personnel services				
Salaries	\$ 474,0	81 \$ 483,258	\$ 9,177 \$	6 475,882
Overtime		00 -	(500)	-
Social Security	29,3		(1,643)	26,302
Medicare	6,8		218	6,939
IMRF	70,3	· · · · ·	4,910	65,692
Medical/life insurance	63,2		(431)	61,757
Supplemental pensions	23,9		2,352	25,182
Total personnel services	668,4	19 682,502	14,083	661,754
Materials and supplies				
Dues and subscriptions	3,6	00 2,547	(1,053)	4,402
Liability insurance	51,8		(18,278)	31,680
Legal notices	8,0	· · · · · · · · · · · · · · · · · · ·	(2,482)	4,036
Maintenance - building	8,4	· · · · ·	(6,649)	596
Maintenance - equipment	12,8	· · · · ·	(7,876)	5,904
Maintenance - grounds	8,0	· · · · · · · · · · · · · · · · · · ·	(8,000)	1,404
Maintenance - vehicles			51	-
Postage/mailings	5,2		(334)	1,945
Printing and forms	3,0		(311)	2,391
Public relations	37,5	· · · · ·	(2,884)	25,379
Rent - equipment	2,1	· · · · ·	(1,141)	1,755
Supplies - office	9,0	· · · · · · · · · · · · · · · · · · ·	(1,626)	8,109
Supplies - other		00 -	(500)	-
Training and education	5,0		(4,127)	2,064
Travel/meetings	1,0		(901)	305
Telephone	61,0		(1,700)	59,896
Utilities	3,8	· · · · · · · · · · · · · · · · · · ·	(1,852)	4,458
Gas and oil	7,9	· · · · ·	(1,977)	4,229
Vehicle	2,0	· · · · ·	(1,108)	1,255
Total materials and supplies	230,7	12 167,964	(62,748)	159,808
Contractual services				
Audit	13,3	50 13,350	-	12,775
Consulting/professional	105,2	50 102,412	(2,838)	87,631
Contingency	10,0	00 3,880	(6,120)	6,432
Janitorial services	16,5	00 14,273	(2,227)	14,184
Total contractual services	145,1	00 133,915	(11,185)	121,022
Capital outlay				
Equipment		-	-	12,219
Total capital outlay		-	-	12,219
Total administration	1,044,2	31 984,381	(59,850)	954,803
City Council				
Personnel services				
Salaries	42,7	50 42,750	-	42,750
Social security	2,6	51 2,755	104	2,651
Medicare	6	20 624	4	620
Total personnel services	46,0	21 46,129	108	46,021

(This schedule is continued on the following pages.) - 58 -

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued) GENERAL FUND

		2015		
	Original and	2015	Variance	2014
	Final Budget	Actual	Over (Under)	2014 Actual
GENERAL GOVERNMENT (Continued)				
City Council (Continued)				
Materials and supplies				
Board and commissions	\$ 2,500	\$ 831	\$ (1,669) \$	1,291
Cable operations	2,500	-	(2,500)	-
Dues and subscriptions	100	65	(35)	65
Liability insurance	42,938	29,980	(12,958)	31,930
Public relations	2,000	736	(1,264)	400
Training and education	1,000	-	(1,000)	-
Travel/meetings		35	35	20
Total materials and supplies	51,038	31,647	(19,391)	33,706
Contractual services				
Printing and forms	-	1,535	1,535	-
Consulting/professional	5,000	3,083	(1,917)	3,866
Tolley contracts	800	473	(327)	246
Total contractual services	5,800	5,091	(709)	4,112
		,		· · · · ·
Total city council	102,859	82,867	(19,992)	83,839
Community development				
Personnel services				
Salaries	286,810	297,792	10,982	285,227
Overtime	500	40	(460)	280
Social Security	17,782	17,217	(565)	15,531
Medicare	4,159	4,191	32	3,983
IMRF	42,534	48,831	6,297	38,651
Medical/life insurance	39,969	39,964	(5)	39,261
Supplemental pensions	3,600	2,492	(1,108)	2,492
Total personnel services	395,354	410,527	15,173	385,425
Materials and supplies				
Boards and commissions	1,500	1,460	(40)	1,550
Dues and subscriptions	455	470	15	470
Liabilities insurance	46,000	37,666	(8,334)	33,445
Maintenance - vehicles	1,200	101	(1,099)	324
Printing and forms	2,641	289	(2,352)	1,112
Supplies - office	450	-	(450)	-
Training and educational	500	72	(428)	328
Travel/meetings	200	-	(200)	127
Gas and oil	1,400	1,345	(55)	338
Total materials and supplies	54,346	41,403	(12,943)	37,694
Contractual services				
Consulting/professional	34,918	41,950	7,032	42,425
Consulting/professional reimbursable	48,400	90,935	42,535	79,529
Total contractual services	83,318	132,885	49,567	121,954
Total community development	533,018	584,815	51,797	545,073

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued) GENERAL FUND

For the Year Ended April 30, 2015 (With Prior Year Actual)

		2015		
	Original and Final Budget	2015 Actual	Variance Over (Under)	2014 Actual
	Dudger		(chuch)	
GENERAL GOVERNMENT (Continued) Business district				
Personnel services				
Liability insurance	<u></u> \$ - \$	- \$	- \$	4,410
Total professional services		-	-	4,410
Contractual services				
Maintenance - grounds	-	61	61	13,180
Utilities	-	898	898	15,519
Maintenance - equipment		-	-	2,643
Total contractual services		959	959	31,342
Total business district	-	959	959	35,752
Subtotal general government	1,680,108	1,653,022	(27,086)	1,619,467
Less reimbursements from Water Fund	(250,000)	(250,000)	-	(250,000)
Total general government	1,430,108	1,403,022	(27,086)	1,369,467
HIGHWAYS AND STREETS Public works				
Personnel services	525 200	520.000	(1.211)	515 500
Salaries	525,209	520,898	(4,311)	515,582
Overtime Social Security	75,000	76,992	1,992	134,502
Social Security Medicare	55,813 13,053	59,394 13,495	3,581 442	41,521 9,709
IMRF	126,027	159,205	33,178	9,709
Medical/life insurance	154,188	142,778	(11,410)	134,693
Supplemental pensions	2,500	3,738	1,238	3,415
Total personnel services	951,790	976,500	24,710	932,522
	i			
Materials and supplies Liability insurance	(5.69)	(1.024	(1, (24))	54 542
Maintenance - building	65,658 78,336	64,034 57,387	(1,624) (20,949)	54,543 118,469
Maintenance - equipment	21,787	46,508	24,721	36,190
Maintenance - vehicles	26,000	41,797	15,797	51,140
Maintenance - laundromat	-	167	167	-
Postage/mailings	1.000	1,230	230	470
Rent - equipment	23,950	12,714	(11,236)	29,456
Supplies - office	4,162	2,975	(1,187)	3,194
Supplies - operation	-	23	23	-
Supplies - other	45,486	37,900	(7,586)	38,392
Small tools and equipment	3,850	3,779	(71)	5,693
Training and education	4,275	1,295	(2,980)	1,729
Travel/meetings	-	120	120	80
Uniforms	6,446	6,387	(59)	4,159
Utilities Gas and oil	5,100 86,914	3,596 70,391	(1,504) (16,523)	5,666 83,316
Total materials and supplies	372,964	350,303	(22,661)	432,497
**	572,904	550,505	(22,001)	732,477
Contractual services	10.100	01.075	11.745	7.007
Consulting/professional	10,100	21,865	11,765	7,027
Forestry Street light operation and maintenance	134,003 96,200	87,718 116,339	(46,285) 20,139	46,096 77,255
Tree trim - removal	120,800	90,959	(29,841)	108,921

(This schedule is continued on the following pages.) - 60 -

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued) GENERAL FUND

		2015		
	Original and	2015	Variance	
	Final Budget	Actual	Over (Under)	2014 Actual
HIGHWAYS AND STREETS (Continued) Public works (Continued)				
Contractual services (Continued)				
Residential concrete program	\$ -	\$ 51,003	\$ 51,003 \$	58,795
Street sweeping	44,242	23,873	(20,369)	23,282
Mosquito abatement	40,887	40,887	(20,505)	40,887
Drainage projects	34,500	59,106	24,606	28,290
Dramage projects		59,100	24,000	20,290
Total contractual services	480,732	491,750	11,018	390,553
Capital outlay				
Equipment	176,610	167,918	(8,692)	112,200
Street rehabilitation		-	-	1,719
Total capital outlay	176,610	167,918	(8,692)	113,919
Total public works	1,982,096	1,986,471	4,375	1,869,491
Total highways and streets	1,982,096	1,986,471	4,375	1,869,491
PUBLIC SAFETY				
Police department				
Personnel services				
Salaries	431,052	454,698	23,646	491,656
Salaries - officers	3,339,631	3,188,270	(151,361)	3,206,279
Overtime	461,300	498,093	36,793	549,883
Social Security	26,477	30,770	4,293	26,965
Medicare	55,406	56,288	882	53,983
IMRF	57,841	70,479	12,638	63,360
Medical/life insurance	528,502	450,403	(78,099)	421,107
Police pension	1,196,027	1,205,543	9,516	1,125,401
Supplemental pensions	48,000	47,284	(716)	45,483
Supplemental pensions	10,000	17,201	(/10)	15,105
Total personnel services	6,144,236	6,001,828	(142,408)	5,984,117
Materials and supplies				
Animal control	2,200	1,170	(1,030)	765
Auxiliary police	4,200	3,935	(265)	608
Boards and commissions	27,000	19,847	(7,153)	3,867
Dues and subscriptions	3,650	1,860	(1,790)	1,653
Investigation and equipment	34,890	41,970	7,080	47,049
Liability insurance	228,760	208,934	(19,826)	197,760
Maintenance - building	-	-	-	11
Maintenance - equipment	16,720	7,307	(9,413)	8,527
Maintenance - vehicles	66,200	53,335	(12,865)	43,508
Postage/mailings	4,500	2,661	(1,839)	1,364
Printing and forms	3,000	3,762	762	2,480
Public relations	5,000	1,613	(3,387)	3,090
Rent - equipment	173,403	2,443	(170,960)	700
Supplies - office	6,000	6,769	769	6,591
Training and education	32,400	27,068	(5,332)	22,331
Travel/meetings	10,950	5,188	(5,762)	9,541
Telephone	12,900	11,184	(1,716)	11,055

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued) GENERAL FUND

			2015		
	0	riginal and Final Budget	Actual	Variance Over (Under)	2014 Actual
PUBLIC SAFETY (Continued) Police department (Continued) Materials and supplies (Continued) Uniforms	\$	50,820	\$ 41,014	\$ (9,806) \$	40,940
Utilities Gas and oil		7,000 115,000	6,387 102,623	(613) (12,377)	7,723 110,960
Total materials and supplies		804,593	549,070	(255,523)	520,523
Contractual services Consulting/professional Dumeg/fiat/child center		356,488 24,680	354,604 24,680	(1,884)	359,243 24,680
Total contractual services		381,168	379,284	(1,884)	383,923
Capital outlay Equipment		111,774	87,494	(24,280)	4,011
Total capital outlay		111,774	87,494	(24,280)	4,011
Total police department		7,441,771	7,017,676	(424,095)	6,892,574
Total public safety		7,441,771	7,017,676	(424,095)	6,892,574
DEBT SERVICE Principal Interest		-	162,466 2,437	162,466 2,437	160,500 4,838
Total debt service		-	164,903	164,903	165,338
TOTAL EXPENDITURES	\$	10,853,975	\$ 10,572,072	\$ (281,903) \$	10,296,870

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL CAPITAL IMPROVEMENT FUND

		2015		
	Original and		Variance	
	Final		Over	2014
	Budget	Actual	(Under)	Actual
REVENUES				
Taxes	\$ 202,756	\$ 204,421	\$ 1,665	\$ 204,160
Intergovernmental	³ 202,730 11,500	³ 204,421 73,490	\$ 1,005 61,990	342,214
Charges for services	11,500	63,805	63,805	85,093
Investment income	10,000	60,673	50,673	
mvestment mcome	10,000	00,073	30,073	49,424
Total revenues	224,256	402,389	178,133	680,891
EXPENDITURES				
Current				
Highways and streets				
Contractual services	-	130,966	130,966	65,369
Capital outlay	3,517,050		239,970	2,742,365
Debt service	0,017,000	0,707,020		_,,,
Principal payments	202,756	140,000	(62,756)	135,000
Interest and fiscal charges	-	63,487	63,487	67,747
interest and insear enarges		05,107	05,107	07,717
Total expenditures	3,719,806	4,091,473	371,667	3,010,481
EXCESS (DEFICIENCY) OF REVENUES				
OVER EXPENDITURES	(3,495,550)) (3,689,084)	(193,534)	(2,329,590)
OVER EXI ENDITORES	(3,473,550)	(3,007,007)	(1)5,554)	(2,52),570)
OTHER FINANCING SOURCES (USES)				
Transfers in	2,502,174	2,947,611	445,437	3,747,422
Proceeds from sale of assets	2,302,171	1,200,000	1,200,000	-
1 rocceus from sure of ussets		1,200,000	1,200,000	
Total other financing sources (uses)	2,502,174	4,147,611	1,645,437	3,747,422
NET CHANGE IN FUND BALANCE	\$ (993,376)	458,527	\$ 1,451,903	1,417,832
FUND BALANCE, MAY 1		5,228,929	_	3,811,097
FUND BALANCE, APRIL 30		\$ 5,687,456	_	\$ 5,228,929
,		· · · ·	=	

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL DEBT SERVICE FUND

	Original and Final Budget			Actual	Variance Over (Under)	2014 Actual
		Duugei		Actual	(Under)	Actual
REVENUES						
Taxes	\$	497,000	\$	500,888	\$ 3,888	\$ 502,925
Investment income		500		1,367	867	1,403
Total revenues		497,500		502,255	4,755	504,328
EXPENDITURES						
Debt service						
Principal		497,500		1,800,000	1,302,500	410,000
Interest and fiscal charges		-		92,606	92,606	88,775
Total expenditures		497,500		1,892,606	1,395,106	498,775
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		-		(1,390,351)	(1,390,351)	5,553
OTHER FINANCING SOURCES (USES) Transfers in		-		1,376,938	1,376,938	
Total other financing sources (uses)		-		1,376,938	1,376,938	
NET CHANGE IN FUND BALANCE	\$	-	=	(13,413)	\$ (13,413)	5,553
FUND BALANCE, MAY 1				13,413		 7,860
FUND BALANCE, APRIL 30			\$	-		\$ 13,413

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Motor Fuel Tax Fund - The Motor Fuel Tax Fund is used to account for state-shared motor fuel tax revenues that are legally restricted to maintenance and construction of streets, sidewalks, alleys, and signals.

Special Service Area Fund - A Special Service Area (SSA) is created to fund improvements which benefit an identifiable segment of the City, with a special property tax levied on and restricted to the benefited properties. SSA #1 was created to handle maintenance of the wetlands in the Tara Hill development.

Federal Equitable Sharing Fund - The Federal Equitable Sharing Fund is used to account for the revenues and expenditures of restricted forfeited money provided through the Federal Equitable Sharing program.

Drug Seizure Fund - When property or money is seized by the Police Department in relation to violations of drug laws, the Department is entitled to receive a portion of the property or money to offset the cost of drug enforcement. Requirements which govern forfeiture activities require these monies be segregated and restricted for drug enforcement purposes.

COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS

April 30, 2015

Special Revenue									_	
		Motor Fuel Tax	Special Service Area		E	Federal Equitable Sharing	Drug Seizure		-	Total
ASSETS										
Cash and cash equivalents Receivables	\$	235,809	\$	10,597	\$	185,060	\$	5,823	\$	437,289
Intergovernmental		51,368		-		-		-		51,368
TOTAL ASSETS	\$	287,177	\$	10,597	\$	185,060	\$	5,823	\$	488,657
LIABILITIES AND FUND BALANCES										
LIABILITIES										
Accounts payable	\$	5,088	\$	-	\$	12,450	\$	182	\$	17,720
Total liabilities		5,088		-		12,450		182		17,720
FUND BALANCES Restricted										
Special service area		-		10,597		-		-		10,597
Public safety		-		-		172,610		5,641		178,251
Highways and streets		282,089		-		-		-		282,089
Total fund balances		282,089		10,597		172,610		5,641		470,937
TOTAL LIABILITIES			¢				¢.		÷	100 68-
AND FUND BALANCES	\$	287,177	\$	10,597	\$	185,060	\$	5,823	\$	488,657

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS

	Special Revenue									
	Motor Fuel Tax		Special Service Area			Federal Equitable Sharing		Drug Seizure	Total	
REVENUES										
Taxes	\$	-	\$	5,071	\$	-	\$	-	\$ 5,071	
Intergovernmental		746,368		_		183,387		-	929,755	
Investment income		2,794		102		1,651		472	5,019	
Total revenues		749,162		5,173		185,038		472	939,845	
EXPENDITURES										
Current										
Highways and streets		619,528		3,702		-		-	623,230	
Public safety		-		-		53,758		-	53,758	
Capital outlay		-		-		35,507		-	35,507	
Total expenditures		619,528		3,702		89,265		-	712,495	
NET CHANGE IN FUND BALANCES		129,634		1,471		95,773		472	227,350	
FUND BALANCES, MAY 1		152,455		9,126		76,837		5,169	243,587	
FUND BALANCES, APRIL 30	\$	282,089	\$	10,597	\$	172,610	\$	5,641	\$ 470,937	

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL MOTOR FUEL TAX FUND

	Original and Final Budget			2015 Actual		Variance Over (Under)	-	2014 Actual
REVENUES								
Intergovernmental								
MFT allotment	\$	523,450	\$	746,368	\$	222,918	\$	647,807
Investment income		1,000		2,794		1,794		2,970
Total revenues		524,450		749,162		224,712		650,777
EXPENDITURES								
Current								
Highways and streets								
Commodities		283,660		302,795		19,135		294,464
Wages		300,000		300,000		-		367,440
Contractual services		15,000		16,733		1,733		129,127
Total expenditures		598,660		619,528		20,868		791,031
NET CHANGE IN FUND BALANCE	\$	(74,210)		129,634	\$	203,844	=	(140,254)
FUND BALANCE, MAY 1				152,455	-			292,709
FUND BALANCE, APRIL 30			\$	282,089	:		\$	152,455

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL SPECIAL SERVICE AREA FUND

	Original and Final Budget			Actual	Variance Over (Under)	2014 Actual
REVENUES						
Taxes	\$	5,000 \$	\$	5,071	\$ 71 \$	5,061
Investment income		-		102	102	111
Total revenues		5,000		5,173	173	5,172
EXPENDITURES						
Current						
Contractual services		8,500		3,702	(4,798)	4,978
Total expenditures		8,500		3,702	(4,798)	4,978
NET CHANGE IN FUND BALANCE	\$	(3,500)		1,471	\$ 4,971	194
FUND BALANCE, MAY 1		_		9,126	_	8,932
FUND BALANCE, APRIL 30		9	\$	10,597	\$	9,126

MAJOR ENTERPRISE FUND

Water Operations Fund - to account for the financing of self-supporting municipal activities which render services generally on a user charge basis to the general public. The significant characteristic of an enterprise fund is that the accounting system makes it possible to determine whether that particular service area is operated at a profit or a loss in accordance with the generally accepted accounting principles followed by private business concerns.

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - BUDGET AND ACTUAL WATER OPERATIONS FUND

For the Year Ended April 30, 2015 (With Prior Year Actual)

		2015		
	Original and		Variance	
	Final		Over	2014
	Budget	Actual	(Under)	Actual
OPERATING REVENUES				
Charges for services				
Water sales	\$ 7,064,348	\$ 6,577,351	\$ (486,997) \$	6,007,223
Inspections/tap on/permits	4,000	21,400	17,400	13,987
Front footage fees	-	3,403	3,403	-
Sale of meters	3,000	3,295	295	3,241
Other water sales	3,000	12,090	9,090	3,347
Total operating revenues	7,074,348	6,617,539	(456,809)	6,027,798
OPERATING EXPENSES				
EXCLUDING DEPRECIATION				
Personnel services				
Salaries	475,029	481,088	6,059	462,986
Overtime	50,000	88,709	38,709	129,715
Social security	32,551	31,856	(695)	31,096
Medicare	7,612	7,497	(115)	7,291
IMRF	7,861	67,577	(10,284)	77,508
Medical/life insurance	110,812	91,202	(19,610)	80,028
	2,400	1,202	(1,154)	
Supplemental pensions	2,400	1,240	(1,154)	1,385
Total personnel services	756,265	769,175	12,910	790,009
Materials and supplies				
Liability insurance	213,167	180,792	(32,375)	183,625
Maintenance - building	24,877	22,081	(2,796)	49,602
Maintenance - equipment	12,143	19,986	7,843	15,000
Maintenance - water system	175,390	227,914	52,524	152,945
Postage/mailings	1,035	890	(145)	48
Quality controls	15,525	11,585	(3,940)	13,273
Rent - equipment	-	1,750	1,750	-
Service charge	250,000	250,000	-	250,000
Supplies - operation	7,160	1,340	(5,820)	773
Training and education	3,080	680	(2,400)	393
Telephone	10,800	10,206	(594)	10,134
Uniforms	3,114	2,025	(1,089)	2,875
Utilities	48,800	40,217	(8,583)	42,443
Vehicle (gas and oil)	22,575	24,078	1,503	14,999
Total materials and supplies	787,666	793,544	5,878	736,110
Contractual				
Audit	10,000	10,000	-	10,000
Consulting/professional	13,000	6,485	(6,515)	8,014
Leak detection	19,500	14,497	(5,003)	12,130
Data processing	152,328	147,043	(5,285)	171,912
DuPage Water Commission	4,864,876	4,482,808	(382,068)	4,135,356
Total contractual	5,059,704	4,660,833	(398,871)	4,337,412

(This schedule is continued on the following page.) - 69 -

SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - BUDGET AND ACTUAL (Continued) WATER OPERATIONS FUND

		2015		
	nginal and Final Budget	2015 Actual	Variance Over (Under)	2014 Actual
OPERATING EXPENSES EXCLUDING DEPRECIATION (Continued) Capital outlay Equipment	\$ 107,810	\$ 1,706	\$ (106,104)	\$ 149,060
Street reconstruction/Rehab Water meters Infrastructure Hydrant painting Capital improvements	 25,000 258,000 38,500	100 20,653 199,860 8,124	100 (4,347) (58,140) (30,376)	14,975 22,303 35,520 850
Total capital outlay	 429,310	230,443	(198,867)	222,708
Total operating expenses excluding depreciation	 7,032,945	6,453,995	(578,950)	6,086,239
OPERATING INCOME (LOSS)	 41,403	163,544	122,141	(58,441)
NON-OPERATING REVENUES (EXPENSES) Investment income Miscellaneous income Debt service Principal repayment Interest expense	6,000 - (210,973) (86,283)	9,352 8,596 (205,000) (96,744)	3,352 8,596 5,973 (10,461)	11,367 71,798 (200,000) (110,622)
Total non-operating revenues (expenses)	 (291,256)	(283,796)	7,460	(227,457)
NET INCOME (LOSS) BUDGETARY BASIS	\$ (249,853)	 (120,252)	\$ 129,601	(285,898)
Adjustments to GAAP basis Principal repayment Depreciation		 205,000 (335,248)	-	200,000 (335,144)
Total adjustments to GAAP basis		 (130,248)	-	(135,144)
CHANGE IN NET POSITION		(250,500)		(421,042)
NET POSITION, MAY 1		 5,518,557	-	5,939,599
NET POSITION, APRIL 30	:	\$ 5,268,057	=	\$ 5,518,557

FIDUCIARY FUNDS

Agency Funds - to account for amounts held in deposit.

COMBINING SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES AGENCY FUNDS

For the Year Ended April 30, 2015

All Funds	alances May 1	A	Additions	Deletions	Balances April 30
ASSETS					
Cash and cash equivalents	\$ 18,524	\$	174	\$ -	\$ 18,698
TOTAL ASSETS	\$ 18,524	\$	174	\$ -	\$ 18,698
LIABILITIES					
Due to others Impact fees payable Deposits payable	\$ 11,043 7,455 26	\$	174 - -	\$ - -	\$ 11,217 7,455 26
TOTAL LIABILITIES	\$ 18,524	\$	174	\$ -	\$ 18,698
Impact Fees Fund ASSETS					
Cash and cash equivalents	\$ 18,498	\$	174	\$ -	\$ 18,672
TOTAL ASSETS	\$ 13,218	\$	174	\$ -	\$ 18,672
LIABILITIES					
Due to others Impact fees payable	\$ 11,043 7,455	\$	174	\$ -	\$ 11,217 7,455
TOTAL LIABILITIES	\$ 13,218	\$	174	\$ _	\$ 18,672
Darien Escrow Fund ASSETS					
Cash and cash equivalents	\$ 26	\$	-	\$ -	\$ 26
TOTAL ASSETS	\$ 26	\$	-	\$ -	\$ 26
LIABILITIES					
Deposits payable	\$ 26	\$	-	\$ -	\$ 26
TOTAL LIABILITIES	\$ 26	\$	-	\$ -	\$ 26

(See independent auditor's report.) - 71 -

SUPPLEMENTAL DATA

LONG-TERM DEBT REQUIREMENTS GENERAL OBLIGATION BONDS, SERIES 2008

April 30, 2015

Date of Issue Date of Maturity Authorized Issue Interest Rates Interest Dates Principal Maturity Date Payable at June 15, 2008 January 1, 2024 \$2,370,000 3.50% to 4.00% January 1 and July 1 January 1 Harris Bank

FUTURE PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal								Interest	Due on		
Year	ł	Principal]	Interest	Total	July 1	A	Amount	Jan 1	A	Mount
2016	\$	145,000	\$	57,006	\$ 202,006	2015	\$	28,503	2016	\$	28,503
2017		155,000		51,570	206,570	2016		25,785	2017		25,785
2018		160,000		45,564	205,564	2017		22,782	2018		22,782
2019		165,000		39,362	204,362	2018		19,681	2019		19,681
2020		170,000		32,968	202,968	2019		16,484	2020		16,484
2021		175,000		26,380	201,380	2020		13,190	2021		13,190
2022		185,000		19,600	204,600	2021		9,800	2022		9,800
2023		190,000		12,200	202,200	2022		6,100	2023		6,100
2024		115,000		4,600	119,600	2023		2,300	2024		2,300
	\$	1,460,000	\$	289,250	\$ 1,749,250		\$	144,625		\$	144,625

LONG-TERM DEBT REQUIREMENTS GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012

April 30, 2015

Date of Issue Date of Maturity Authorized Issue Interest Rates Interest Dates Principal Maturity Date Payable at July 12, 2012 December 15, 2025 \$2,810,000 2.00% to 3.50% June 15 and December 15 December 15 Bank of New York Mellon

FUTURE PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal					Interest	Due on	
Year	Principal	Interest	Total	Jun 15	Amount	Dec 15	Amount
2016	\$ 215,000	\$ 83,725	\$ 298,725	2015	\$ 41,863	2015	\$ 41,862
2017	220,000	79,425	299,425	2016	39,713	2016	39,712
2018	225,000	75,025	300,025	2017	37,513	2017	37,512
2019	230,000	68,275	298,275	2018	34,138	2018	34,137
2020	240,000	61,375	301,375	2019	30,688	2019	30,687
2021	245,000	54,175	299,175	2020	27,088	2020	27,087
2022	260,000	46,825	306,825	2021	23,413	2021	23,412
2023	265,000	39,025	304,025	2022	19,513	2022	19,512
2024	275,000	29,750	304,750	2023	14,875	2023	14,875
2025	285,000	20,125	305,125	2024	10,063	2024	10,062
2026	290,000	10,150	300,150	2025	5,075	2025	5,075
	\$ 2,750,000	\$ 567,875	\$ 3,317,875		\$ 283,942		\$ 283,933



AUDITOR'S COMMUNICATION TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

> For the Year Ended April 30, 2015



CITY OF DARIEN, ILLINOIS AUDITOR'S COMMUNICATION TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL TABLE OF CONTENTS

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630.566.8400 // www.sikich.com

1415 W. Dont Road, Suite 400 Naperville, Illinois 60563 Certified Public Accountants & Advisors Members of American Institute of Certified Public Accountants

September 8, 2015

The Honorable Mayor Members of the City Council City of Darien 1702 Plainfield Road Darien, Illinois 60561

Ladies and Gentlemen:

As part of our audit process we are required to have certain communications with those charged with governance at the beginning of our audit process and at the conclusion of the audit. Those communications include information related to the planned scope and timing of our audit, as well as other information required by auditing standards. Our communication at the beginning of our audit process along with our questionnaire regarding consideration of fraud in a financial statement audit was sent to you on May 11, 2015.

In addition, auditing standards require the communication of internal control related matters to those charged with governance. Our communication of these matters is enclosed within this document.

This information is intended solely for the use of the Mayor, City Council and management of the City of Darien and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Sikih UP

Sikich LLP By: James R. Savio, CPA, MAS Partner



630.566,8400 // www.sikich.com

1415 W. Diohi Pond, Suite 400 -Naperville, Illinois 60563 Certified Public Accountants & Advisors Members of American Institute of Certified Public Accountants

September 8, 2015

The Honorable Mayor Members of the City Council City of Darien, Illinois

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Darien, Illinois (the City) for the fiscal year ended April 30, 2015 and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 8, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 4, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended April 30, 2015, except for the implementation of GASB Statement No. 67 Financial Reporting for Pension Plans, replacing the requirements of Statement No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plan. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We noted no particularly sensitive estimates made by management during our audit of the financial statements except for the actuarial valuation and assumptions for the pension plans.

The financial statement disclosures are neutral, consistent and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, a list of misstatements detected as a result of audit procedures and corrected by management is attached.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 8, 2015.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those financial statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City of Darien, Illinois' auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information as listed in the table of contents, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial statements and schedules as listed in the table of contents, which accompany the basic financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the introductory section and supplemental data as listed in the table of contents, which accompany the basic financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Restriction in Use

This information is intended solely for the use of the Mayor, City Council and management of the City of Darien, and is not intended to be, and should not be, used by anyone other than these specified parties.

We appreciate the courtesies extended to us by the City. If you have any questions regarding the purpose of this letter or the requirement mentioned, please contact us.

Sincerely,

Sikih UP

Sikich LLP By: James R. Savio, CPA, MAS Partner

City of Darien - 00 Year End: April 30, 2015 Adjusting Journal Entries Date: 5/1/2014 To 4/30/2015

Number	Date	Name	Account No	Debit	Credit
AJE-01	4/30/2015	Operating - Republic Bank	01-1000 01-GF		-2,350.23
AJE-01	4/30/2015	Operating - Republic Bank	01-1000 01-GF	1,308.07	
AJE-01	4/30/2015	Gasoline Inventory	01-1950 01-GF	22,596.13	
AJE-01	4/30/2015	Gasoline Inventory	01-1950 01-GF		-12,577.61
AJE-01	4/30/2015	Operating - Republic Bank	02-1000 02-WF	2,350.23	
AJE-01	4/30/2015	Operating - Republic Bank	02-1000 02-WF		-1,308.07
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-10-4273 01-GF		-711.85
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-10-4273 01-GF	397.46	
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-20-4273 01-GF		-146.89
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-20-4273 01-GF	81.75	
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-30-4273 01-GF		-6,691.38
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-30-4273 01-GF	3,724.23	
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-40-4273 01-GF		-12,695.78
AJE-01	4/30/2015	Vehicle (Gas and Oil)	01-40-4273 01-GF	7,066.10	
AJE-01	4/30/2015	Vehicle (Gas and Oil)	02-50-4273 02-WF		-2,350.23
AJE-01	4/30/2015	Vehicle (Gas and Oil)	02-50-4273 02-WF	1,308.07	

To adjust gas inventory balance to proper amount at 4/30/2015

AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF		-5,157.70
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	1,316.93	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	2,696.02	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	569.89	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	2,511.81	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	585.31	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	2,312.46	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	559.87	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	3,281.97	
AJE-02	4/30/2015	IMRF W/H Payable	01-2014 01-GF	757.81	
AJE-02	4/30/2015	Due to other Funds	01-2170 01-GF		-569.89
AJE-02	4/30/2015	Due to other Funds	01-2170 01-GF		-585.31
AJE-02	4/30/2015	Due to other Funds	01-2170 01-GF		-559.87
AJE-02	4/30/2015	Due to other Funds	01-2170 01-GF		-757.81
AJE-02	4/30/2015	Due From Other Funds	02-1410 02-WF	569.89	
AJE-02	4/30/2015	Due From Other Funds	02-1410 02-WF	585.31	
AJE-02	4/30/2015	Due From Other Funds	02-1410 02-WF	559.87	
AJE-02	4/30/2015	Due From Other Funds	02-1410 02-WF	757.81	
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF	1,096.71	
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF		-279.25
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF		-458.70
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF		-463.15
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF		-469.54
AJE-02	4/30/2015	I.M.R.F.	01-10-4115 01-GF		-694.73
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF	712.00	
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF		-181.66
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF		-313.72
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF		-330.40
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF		-330.40
AJE-02	4/30/2015	I.M.R.F.	01-20-4115 01-GF		-478.66
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF	2,321.35	
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF		-592.97
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF		-1,194.33
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF		-1,266.30

Number	Date	Name	Account No	Debit	Credit
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF		-1,041.91
AJE-02	4/30/2015	I.M.R.F.	01-30-4115 01-GF		-1,429.41
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF	1,027.64	
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF		-263.05
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF		-729.27
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF		-451.96
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF		-470.61
AJE-02	4/30/2015	I.M.R.F.	01-40-4115 01-GF		-679.17
AJE-02	4/30/2015	I.M.R.F.	02-50-4115 02-WF		-569.89
AJE-02	4/30/2015	I.M.R.F.	02-50-4115 02-WF		-585.31
AJE-02	4/30/2015	I.M.R.F.	02-50-4115 02-WF		-559.87
AJE-02	4/30/2015	I.M.R.F.	02-50-4115 02-WF		-757.81

To adjust IMRF payable to proper balance at 4/30/2015

-338.76		01-2182 01-GF	Accrued Salaries Payable	4/30/2015	AJE-03
	189,461.97	01-2182 01-GF	Accrued Salaries Payable	4/30/2015	AJE-03
-4,721.03		02-2182 02-WF	Accrued Salaries Payable	4/30/2015	AJE-03
	12,915.60	02-2182 02-WF	Accrued Salaries Payable	4/30/2015	AJE-03
	19.27	01-10-4010 01-GF	Salaries	4/30/2015	AJE-03
	14.26	01-20-4010 01-GF	Salaries	4/30/2015	AJE-03
	63.42	01-30-4010 01-GF	Salaries	4/30/2015	AJE-03
-35,468.45		01-30-4010 01-GF	Salaries	4/30/2015	AJE-03
	208.53	01-40-4010 01-GF	Salaries	4/30/2015	AJE-03
	33.28	01-40-4010 01-GF	Salaries	4/30/2015	AJE-03
-135,384.07		01-40-4010 01-GF	Salaries	4/30/2015	AJE-03
-18,609.45		01-40-4010 01-GF	Salaries	4/30/2015	AJE-03
	4,721.03	02-50-4010 02-WF	Salaries	4/30/2015	AJE-03
-12,915.60		02-50-4010 02-WF	Salaries	4/30/2015	AJE-03

To adjust accrued payroll to actual at 4/30/2015

AJE-04	4/30/2015	Operating - Republic Bank	02-1000 02-WF	205,000.00	
AJE-04	4/30/2015	Operating - Republic Bank	02-1000 02-WF	5,851.74	
AJE-04	4/30/2015	DIS Bond Payable-Contractor	02-2188 02-WF	10,712.00	
AJE-04	4/30/2015	Operating - Republic Bank	12-1000 12-WDF		-205,000.00
AJE-04	4/30/2015	Operating - Republic Bank	12-1000 12-WDF		-5,851.74
AJE-04	4/30/2015	UNAMORTIZED BOND DISCOUNT	12-1225 12-WDF		-3,539.51
AJE-04	4/30/2015	Unamortized Bond Premium	12-1226 12-WDF	13,397.00	
AJE-04	4/30/2015	Unamortized Loss on Refunding	12-1227 12-WDF		-20,317.00
AJE-04	4/30/2015	Interest Payable	12-2002 12-WDF	5,851.74	
AJE-04	4/30/2015	Bonds Payable	12-2184 12-WDF	205,000.00	
AJE-04	4/30/2015	Change in IMRF NPO	02-50-4116 02-WF		-10,712.00
AJE-04	4/30/2015	Debt Retire-Water Refunding	02-50-4950 02-WF		-205,000.00
AJE-04	4/30/2015	Debt Retire-Water Refunding	02-50-4950 02-WF		-5,851.74
AJE-04	4/30/2015	Amortization	12-51-4947 12-WDF	3,539.51	
AJE-04	4/30/2015	Amortization	12-51-4947 12-WDF		-13,397.00
AJE-04	4/30/2015	Amortization	12-51-4947 12-WDF	20,317.00	

To adjust the Water Fund for current year long-term debt activity

AJE-05	4/30/2015	Interest Payable	98-2002 98-G	31,214.33	
AJE-05	4/30/2015	Unamortized Bond Premium	98-2065 98-G	3,268.28	
AJE-05	4/30/2015	Bank Loans Payable	98-2100 98-G	162,466.00	
AJE-05	4/30/2015	DIS Bond Payable-Contractor	98-2188 98-G	43,644.00	
AJE-05	4/30/2015	G.O. Bonds 2007A	98-2196 98-G	1,800,000.00	
AJE-05	4/30/2015	2008 GO Bonds Payable	98-2197 98-G	140,000.00	

Credit	Debit	Account No	Name	Date	Number
-3,268.28		98-4905 98-G	Amortization on Premium	4/30/2015	AJE-05
-162,466.00		01-40-4243 01-GF	Rent - Equipment	4/30/2015	AJE-05
-2,437.00		01-40-4243 01-GF	Rent - Equipment	4/30/2015	AJE-05
	2,437.00	01-40-4244 01-GF	Interest - Hinsdale Bank Loan	4/30/2015	AJE-05
	162,466.00	01-40-4906 01-GF	Principal	4/30/2015	AJE-05
	140,000.00	25-35-4905 25-CI	Debt Retire	4/30/2015	AJE-05
-140,000.00		25-35-4945 25-CI	Debt Retire - Property	4/30/2015	AJE-05
	92,605.56	35-30-4951 35-DS	Debt Service - Series 2007B	4/30/2015	AJE-05
-92,605.56		35-32-4951 35-DS	Debt Service - Series 2007B	4/30/2015	AJE-05
-1,940,000.00		98-50-5000 98-G	Principal	4/30/2015	AJE-05
-162,466.00		98-50-5000 98-G	Principal	4/30/2015	AJE-05
-31,214.33		98-50-5001 98-G	Interest	4/30/2015	AJE-05
-14,917.00		98-50-5601 98-G	Change in IMRF NPO - GG	4/30/2015	AJE-05
-19,670.00		98-50-5602 98-G	Change in IMRF NPO - PW	4/30/2015	AJE-05
-9,057.00		98-50-5603 98-G	Change in IMRF NPO - PS	4/30/2015	AJE-05
			To adjust governmental funds and GLTDAG for current year long-term debt activity		
	31,394.03	01-1175 01-GF	Investments in IRMA	4/30/2015	AJE-06
-31,394.03	31,394.03	01-2999 01-GF	IRMA Excess Surplus	4/30/2015	AJE-06
-31,394.03	8,595.97	02-1175 02-WF	Investments in IRMA	4/30/2015	AJE-06
-8,595.97	0,000.01	02-00-3580 02-WF	Miscellaneous Revenue	4/30/2015	AJE-00
			To record IRMA excess surplus		
	63,805.20	25-2181 25-Cl	Accrued Interest Payable	4/30/2015	AJE-07
-63,805.20	,	25-00-3580 25-CI	Miscellaneous Revenue	4/30/2015	AJE-07
			To recognize revenue for cell tower construction		
	2,893.00	01-2050 01-GF	Accounts Payable-Prior	4/30/2015	AJE-08
	24,785.75	02-2050 02-WF	Accounts Payable-Prior	4/30/2015	AJE-08
-2,893.00		01-10-4325 01-GF	Consulting/Professional	4/30/2015	AJE-08
-24,785.75		02-50-4336 02-WF	Data Processing	4/30/2015	AJE-08
			To reverse 4/30/2014 A/P balances not properly reversed.		
	202,215.89	25-1201 25-CI	Accounts Receivable	4/30/2015	AJE-09
	204,421.49	25-1410 25-CI	Due From Other Funds	4/30/2015	AJE-09
-202,215.89		25-2180 25-Cl	Deferred Revenue	4/30/2015	AJE-09
-202,215.89		35-1201 35-DS	Accounts Receivable	4/30/2015	AJE-09
-204,421.49		35-2170 35-DS	Due to other funds	4/30/2015	AJE-09
	202,215.89	35-2180 35-DS	Deferred Revenue	4/30/2015	AJE-09
-204,421.49		25-00-3110 25-CI	Real Estate Taxes - Current	4/30/2015	AJE-09
	204,421.49	35-00-3110 35-DS	Real Estate Taxes - Current	4/30/2015	AJE-09
			To allocate portion of bond and		
			interest property tax levy to capital projects fund.		
	3,156.07	01-2050 01-GF	Accounts Payable-Prior	4/30/2015	AJE-10
	9,636.38	02-2050 02-WF	Accounts Payable-Prior	4/30/2015	AJE-10
	7,204.40	12-2050 12-WDF	Accounts Payable-Prior	4/30/2015	AJE-10
	169.99	15-2050 15-DAD	Accounts Payable-Prior	4/30/2015	AJE-10
		15-2150 15-DAD	Accounts Payable	4/30/2015	AJE-10
-169.99					
-169.99	474.23	25-2050 25-CI	Accounts Payable-Prior	4/30/2015	AJE-10

Number	Date	Name	Account No	Debit	Credit
AJE-10	4/30/2015	Maintenance - Water System	02-50-4231 02-WF		-9,636.38
AJE-10	4/30/2015	Capital Improv-Infrastructure	12-51-4390 12-WDF		-7,204.40
AJE-10	4/30/2015	Ditch Projects	25-35-4376 25-CI		-474.23

To reverse prior year 2050 A/P balances at 4/30/2015.

	C	ity of Darie	n	GOVERNMENT	
		(CLIENT)		(OPINIO)	N UNIT)
	For the Yes	ar Ended	4/30/2015		
			All entries posted as I	Debit (Credit)	
Description	Workpaper Reference	Assets/ Deferred Outflows	(Liabilities)/ (Deferred Inflows)	(Net Position/Fund Balance)	Change in Net Position/Fund Balance
Current Effect of Prior Period Passed AJE's that have carried forward to Current Period	\$_	_	\$ <u>-</u> \$	\$\$	9,300
To adjust likely overaccrual of accrued payroll	L.1	-	13,010		(13,010)
To correct sick hours accrued in excess of maximum allowed	L.2.2	-	23,760		(23,760)
To accrue Social Security and Medicare taxes on compensated absences	L.2.2	-		(17,093)	17,093
To adjust Accounts Payable for work performed in 2015	K.2	-	(7,657)	-	7,657
			·		
Totals	\$	-	\$ 29,113 \$	\$ (26,393) \$	(2,720)

PASSED ADJUSTMENTS	(City of Darie	1	GENERAL		
		(CLIENT)		(OPINION UNIT)		
	For the Y	ear Ended	4/30/2015			
			All entries posted as	Debit (Credit)		
Description	Workpaper Reference	Assets/ Deferred Outflows	(Liabilities)/ (Deferred Inflows)	(Net Position/Fund Balance)	Change in Net Position/Fund Balance	
Current Effect of Prior Period Passed AJE's that nave carried forward to Current Period	\$		\$	\$ (9,300) \$	9,300	
Fo adjust likely overaccrual of accrued payroll	L.1		13,010		(13,010	
To record effect of unaccrued employer FICA.	L.1	-	(5,972)		5,972	
Totals	\$	-	\$ 7,038	\$ (9,300) \$	2,262	

	Cit	ty of Darien (CLIENT)	1	CAPITAL IMPROVEMENT (OPINION UNIT)	
	For the Year		4/30/2015		0111)
			All entries posted as 1	Debit (Credit)	
Description	Workpaper Reference	Assets	(Liabilities)	(Retained Earnings/Fund Balance)	(Profit) Loss
Current Effect of Prior Period Passed AJE's that have carried forward to Current Period	\$		\$ <u>-</u> \$	\$	-
To adjust Accounts Payable for work performed in 2015	K.2	-	(7,657)		7,657
Totals	\$	-	\$(7,657)_\$	- \$	7,657

- 11 -

COMMUNICATION OF DEFICIENCIES IN INTERNAL CONTROL AND OTHER COMMENTS TO MANAGEMENT

April 30, 2015

😂 Sikich.

Sikich.

1415 W. Diehl Road, Suite 400 Naperville, Illinois 60563 630,566,8400 // www.sikich.com

Certified Public Accountants & Advisors Members of American Institute of Certified Public Accountants

The Honorable Mayor Members of Management City of Darien, Illinois

As part of the annual audit, we are required to communicate internal control matters that we classify as significant deficiencies and material weaknesses to those charged with governance. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

During our audit, we also identify certain matters which we communicate only to management. While many of these matters are operational in nature, they may include internal control deficiencies that do not meet the definition of a significant deficiency or material weakness. We have chosen to communicate these matters in this communication. As discussed on the following pages, we identified certain deficiencies in internal control. In addition, we reviewed the status of the deficiencies dated April 30, 2014. The status of these is included in Appendix A.

This memorandum is intended solely for the information and use of management and is not intended and should not be used by anyone other than these specified parties.

I encourage you to contact me at (630) 566-8516 should you have any questions.

Silich UP

Naperville, Illinois September 8, 2015

DEFICIENCY

We consider the following to be a deficiency in the City's internal controls.

1. AUDIT ADJUSTMENTS

During our audit we noted several adjustments were required to be recorded to various accrual accounts. While the City did perform the required calculations and prepare appropriate reconciliations, the related journal entries were not recorded in the City's accounting system. Relying on auditors to test and propose these adjustments may prove unreliable in the case of immaterial adjustments. As an audit is performed on a test basis, instances may exist where immaterial adjustments may not be detected and then proposed. Further, generally accepted auditing standards emphasizes that the external auditor cannot be part of an entity's internal control process over financial reporting. We recommend that procedures or checklists be adopted to include all procedures that management determines are needed to be performed on a monthly or year end basis to ensure general ledger accounts are properly adjusted.

APPENDIX A STATUS OF COMMENTS FROM APRIL 30, 2014

DEFICIENCIES

We consider the following to be deficiencies in the City's internal controls.

1. Proposed Audit Adjustments

During our audit, we proposed several audit adjustments. Such audit adjustments were reviewed, approved, and recorded by management and included material adjustments to accounts receivable in the Water Operations Fund and capital assets of the City's governmental activities. Other proposed adjustments were immaterial individually but material in the aggregate which included adjustments to unearned revenues, prepaid expenses, and contribution revenues. We believe that year-end closing could be improved by performing a final review of adjusted trial balances to determine that all transactions have been recorded and posted. Management could review the transactions for completeness by scanning the ending balances and the transactions posted to each general ledger account to detect unusual entries or unexpected ending balances

Status - Comment still applicable as of April 30, 2015. Audit adjustments in the current year were immaterial individually but material in the aggregate and were proposed to adjust inventory balances, to record revenue in the proper period and to record expenditures in the proper period.

2. Capital Assets

During our audit of the City's capital asset records, we noted various errors within depreciation of infrastructure asset of the governmental activities of the City. Specifically, the errors noted included depreciation being taken on assets that were previously fully depreciated to a net book value of zero, and incorrect depreciation expense taken on specific assets. We noted in some instances depreciation expense was keyed in incorrectly as opposed to being calculated through a formula within the spreadsheet. Using formulas to calculate depreciation expense within the spreadsheet would help to eliminate such errors. Further, we recommend that the City perform a final review of capital asset records in order to potentially detect errors or miscalculations.

Status - Comment considered implemented as of April 30, 2015.

3. Payroll System Hours Tracking

During our audit, we became aware of an issue with the tracking of hours for compensated absences (e.g., vacation, sick, comp, and personal time). The hours are not currently being tracked using the new payroll software, but rather by individual departments on separate worksheets. This arrangement results in unclear reporting on pay stubs. We did not discover any misstatements in the sample we tested for the compensated absences liability. However, we recommend the City begin tracking using the new software to clarify reporting, minimize potential misstatements, and avoid decentralized tracking.

Status - Comment considered implemented as of April 30, 2015.

DEFICIENCIES (Continued)

4. Building Permits Reconciliation

The community development department of the City maintains a system of tracking permits and refundable and nonrefundable fees. Currently, the finance department does not reconcile the general ledger to the report generated by the community development department. To ensure accurate reflection of revenues, receivables, and escrow liabilities in the financial statements, we recommend the finance department reconcile the report on a regular basis.

Status - Comment still applicable as of April 30, 2015.

Sikich Snapshot

Organization

Sikich is a dynamic professional services firm specializing in accounting, technology, investment banking and advisory services. Founded in 1982, we are now one of the country's Top 35 largest CPA firms and among the top 1 percent of all enterprise resource planning solution partners in the world.

Industries

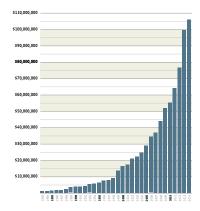
Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

- Agriculture
- Construction & Real Estate
- Government
- Manufacturing & Distribution
- Not-for-Profit
- Oilfield Services

Statistics

2014 Revenues \$106.5M
Total Partners
Total Employees 573
Total Personnel
Personnel count as of February 17, 2015

Sikich Total Revenues



Awards

- Accounting Today Top 100 Value Added Reseller: ranked 7th, 2015
- Bob Scott's Top 100 Value Added Reseller: ranked 9th, 2015
- Accounting Today Top 100 Firms: ranked 34th nationally, 2014
- Accounting Today Regional Leaders Top Firms: Great Lakes: ranked 4th, 2014
- INSIDE Public Accounting Top 50 Largest Accounting Firms: ranked 32nd nationally, 2014
- Microsoft Dynamics Inner Circle and President's Club, 2014
- Milwaukee Business Journal Largest Management Consulting Firms: ranked 12th, 2014
- Best Places to Work in Indiana, 2014
- » Best Places to Work in Illinois, 2014
- Bob Scott's Insights Value Added Reseller Stars, 2014
- Inc. Magazine's Inc. 500|5000: ranked 4,627th fastest-growing private company nationally, 2013
- Crain's Chicago Business Fast Fifty: ranked 49th, 2013
- Alfred P. Sloan Award for Excellence in Workplace Effectiveness & Flexibility, 2013
- Daily Herald Business Ledger Book of Lists: ranked 5th, "Accounting Firms;" Chicago Western Suburbs, 2013
- Springfield Business Journal Book of Lists: ranked 1st, "Accounting Firms;" Springfield, Illinois, 2013
- Chicago Tribune's Chicago's Top Workplaces, 2013
- Crain's Chicago Business Top 25 Firms: ranked 11th in Chicagoland, 2013

1	
	6.

SERVICES

- Accounting & Assurance
- Business Valuation
- Dispute Advisory
- > ERP & CRM Software
- Executive Search & Staffing
- Human Resources
 Consulting
- Insurance Services
- Investment Banking & Corporate Finance
- IT Services
- Marketing & Public Relations
- Retirement Planning
- Supply Chain
- > Tax Planning
- > Wealth Management



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Sikich Snapshot

Certifications

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the American Institute of Certified Public Accountants' Governmental Audit Quality Center and the Employee Benefit Plan Audit Quality Center. We adhere to the strict requirements of membership which assure we meet the highest standards of audit quality. In 2014, Sikich LLP received its 9th consecutive unmodified ("pass") peer review report, the highest level of recognition conferred upon a public accounting firm for its quality control systems.



Microsoft Partner

Sikich has earned a Microsoft ERP Gold competency; ranked among the top 1 percent of all Microsoft Dynamics partners worldwide; and carries the following certifications:

- Microsoft Small Business Specialist
- MCP (Microsoft Certified Professional)
- » MCSE (Microsoft Certified System Engineer)
- » CCNA (Cisco Certified Network Associate)
- CCDA (Certified Cisco Design Associate)
- MRMS (Microsoft Retail Management Systems)
- CISA (Certified Information Systems Auditor)
- CNE (Certified Novell Engineer)
- MS CSM (Microsoft Customer Service Manager)
- MS CAE (Microsoft Certified Account Executive)
- CCEA (Citrix Certified Enterprise Administrator)
 MCDBA (Microsoft Certified Database Admin.)

leading edge alliance

Sikich is proud to be part of the Leading Edge Alliance

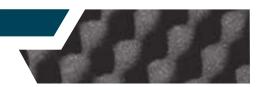
The Leading Edge Alliance (LEA) is the second largest international association of independent accounting firms.* The LEA is an international professional association of independently-owned accounting and consulting firms. Members are top quality firms who share an entrepreneurial spirit and a drive to be the premier provider of professional services in their chosen markets. The Alliance provides Sikich with an unbeatable combination: the comprehensive size and scope of a large multinational company while offering their clients the continuity, consistency, and quality service of a local firm. *International Accounting Bulletin, 2011



Sikich is proud to be part of PrimeGlobal

PrimeGlobal is one of the top five largest associations of independent accounting firms in the world, providing a wide range of tools and resources to help member firms furnish superior accounting, auditing, and management services to clients around the globe.

Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA/SIPC. Advisory services offered through Sikich Financial, a Registered Investment Advisor. General securities offered through Triad Advisors, Member FINRA/SIPC. Triad Advisors and Sikich Financial are not affiliated.



LOCATIONS:

Corporate Office 1415 W. Diehl Rd., Suite 400 Naperville, IL 60563 (630) 566-8400

Chicago - Monroe Street (312) 541-9300

Chicago - Wacker Drive (312) 648-6666

Decatur, IL (217) 423-6000

Denver, CO (720) 200-0142

Houston, TX (832) 831-3540

Indianapolis, IN (317) 842-4466

Milwaukee, WI (262) 754-9400

Rockford, IL (815) 282-6565

Springfield, IL (217) 793-3363

St. Louis, MO (314) 275-7277

CONNECT WITH US:



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MANAGEMENT LETTER

April 30, 2015



630.566.8400 // www.sikich.com



1415 W. Den Road, Suite 400 Naperville, Illinois 60563 Certified Public Accountants & Advisors Monclers of American Institute of Certified Public Accountants

The Honorable Mayor Members of the City Council City of Darien, Illinois

Ladies and Gentlemen:

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify and deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

This communication is intended solely for the information and use of the Mayor, City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

Sikih UP

Naperville, Illinois September 8, 2015

OTHER INFORMATION

Future Accounting Pronouncements

The Governmental Accounting Standards Board has issued a number of pronouncements that may impact the City in the future.

GASB Statement No. 68, Accounting and Financial Reporting for Pensions, replaces the requirements of Statement No. 27, Accounting for Pensions by State and Local Governmental Employers, and Statement No. 50, Pension Disclosures, as they relate to governments that provide pensions through pension plans administered as trusts or similar arrangements that meet certain criteria. Statement No. 68 requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. The Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI). Statement No. 68 is applicable for the fiscal year ending April 30, 2016.

GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an amendment of GASB Statement No. 68,* addresses an issue regarding application of the transition provisions of Statement No. 68, *Accounting and Financial Reporting for Pensions.* The issue relates to amounts associated with contributions, if any, made by a state or local government employer or non-employer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability. Statement No. 71 is applicable for the fiscal year ending April 30, 2016.

GASB Statement No. 72, *Fair Value Measurement and Application*, addresses accounting and financial reporting issues related to fair value measurements. The statement provides guidance for determining a fair value measurement for financial reporting purposes. The statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. Statement No. 72 is applicable for the fiscal year ending April 30, 2017.

GASB Statement No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, establishes requirements for those pensions and pension plans that are not administered through a trust meeting specified criteria. The provisions in Statement No. 73 are effective for fiscal years beginning after June 15, 2015—except those provisions that address employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement No. 68, which are effective for financial statements for the fiscal year ended April 30, 2018.

GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, addresses reporting by OPEB plans that administer benefits on behalf of governments and replaces GASB Statement No. 43, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*. Statement No. 74 addresses the financial reports of defined benefit OPEB plans that are administered through trusts that meet specified criteria. The statement builds upon the existing framework for financial reports of defined benefit OPEB plans, which includes a statement of fiduciary net position (the amount held in a trust for paying retirement benefits) and a statement of changes in fiduciary net position. Statement No. 74 enhances note disclosures and RSI for both defined benefit and defined contribution OPEB plans.

OTHER INFORMATION (Continued)

Future Accounting Pronouncements (Continued)

Statement No. 74 also requires the presentation of new information about annual money-weighted rates of return in the notes to the financial statements and in 10-year RSI schedules. The provisions in Statement No. 74 are effective for OPEB plan or sponsoring employer financial statements for the fiscal year ended April 30, 2018.

GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, addresses reporting by governments that provide OPEB to their employees and for governments that finance OPEB for employees of other governments and replaces the requirements of GASB Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions, as they relate to governments that provide benefits through OPEB plans administered as trusts or similar arrangements that meet certain criteria. Statement No. 75 requires governments providing defined benefit OPEB to recognize their long-term obligation for OPEB as a liability for the first time, and to more comprehensively and comparably measure the annual costs of OPEB benefits. The Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI). The provisions in Statement No.75 are effective for financial statements for the fiscal year ended April 30, 2019.

GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments,* reduces the generally accepted accounting principles (GAAP) hierarchy to two categories of authoritative GAAP: officially established accounting principles - GASB Statements (Category A) and GASB Technical Bulletins; GASB Implementation Guides; and literature of the American Institute of Certified Public Accountants cleared by the GASB (Category B). Statement No. 76 also addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. Statement No. 76 is applicable for the fiscal year ending April 30, 2017 and should be applied retroactively. Earlier application is permitted.

GASB Statement No. 77, *Tax Abatement Disclosures*, requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and reduce the reporting government's tax revenues. The requirements of this statement are effective for financial statements for the fiscal year ending April 30, 2017.

We will advise the City of any progress made by GASB in developing this and other future pronouncements that may have an impact on the financial position and results of operation of the City.



MEMO

To: Bryon Vana, City Administrator & Paul Nosek, Assistant City Administrator

From: Marie Kyriakoulis, Accountant

RE: Management Letter Response

Date: September 1, 2015

This year we were able to speed up the audit a little bit, having the field work done a little earlier than normal. The audit process went smoothly with some new personnel as well as some new areas of testing being done by our auditors. During the course of the audit no material misstatements were identified which allowed us to receive an unqualified opinion which is the highest form of assurance that an auditor can give to a client

Deficiency

- 1. The City of Darien has continually progressed in its accounting functions and will make the additional entries as described in the audit comments. However, there are many instances in which the City does not receive the information needed to record these additional entries, as so described, prior to fieldwork. For example, sales tax revenue has about a 3 month lag time before the City is provided the April 30th closing amount. Thus, when the auditors come for final fieldwork in mid-June, the City does not have all the information needed to provide our auditors with the sales tax revenue journal entries. The City does not wish to push back the auditor's timing of fieldwork because then, the City's Financial Statements may not be ready for presentation by October. Therefore, we will continue to make progress in completing as much of the journal entries needed for our auditors' during final fieldwork; however, there will be some entries that cannot be made prior to fieldwork as the timing of when information is provided to City varies.
- 2. The City of Darien has procedures in place to review building permits and refundable and nonrefundable fees through our AR reconciliation procedures; however, the City of Darien will implement an additional monthly reconciliation as well. Through this reconciliation, the Finance department will obtain balance reports from the Community Development department in order to agree amounts to the City's liability accounts.



CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON October 5, 2015

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			\$125,040.35		
Water Fund		\$21,140.57			
Motor Fuel Tax Fund			\$3,676.48		
Water Depreciation Fund					
Debt Service Fund					
Capital Improvement Fund \$65,941.8					
Special Service Area Tax Fu	Special Service Area Tax Fund				
Federal Equitable Sharing Fund					
	Subtotal:	\$	215,799.23		
General Fund Payroll	09/17/15	\$	228,426.48		
Water Fund Payroll	09/17/15	\$	21,083.29		
-	Subtotal:	\$	249,509.77		

Total to be Approved by City Council: \$ 465,309.00

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN Expenditure Journal	General Fund Administration	From 9/22/2015 Through 10/5/2
---------------------------------------	--------------------------------	-------------------------------

General Fund	Administration	9/22/2015 Through 10/5/2015	

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BEST QUALITY CLEANING, INC. CALL ONE, INC.	CLEANING-CH, PD, PW TELEPHONES FOR CH, PD AND PW	AP100515 AP100515	4345 4267	Janitorial Service Telephone	1,342.50 4,757.62
COM ED	CLOCK TOWER	AP100515	4271	Utilities (Elec,Gas,Wtr,Sewer)	103.82
COMCAST CABLE	COMCAST CITY HALL	AP100515	4271	Utilities (Elec, Gas, Wtr, Sewer)	8.42
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS CASS AND S FRONTAGE	AP100515	4271	Utilities (Elec, Gas, Wtr, Sewer)	79.72
DUPAGE COUNTY PUBLIC WORKS	CH WATER BILL (6-29-15 thru 9-3-15)	AP100515	4271	Utilities (Elec, Gas, Wtr, Sewer)	23.97
DUPAGE COUNTY RECORDER	RES R-74-15 PLAT OF EASEMENT 214 JANET (LIEN-3228 87TH ST)	AP100515	4221	Legal Notices	51.00
ILLINOIS PAPER COMPANY	MAINT CONTRACT KONICA (9-18-15 thru 10-17-15)	AP100515	4253	Supplies - Office	103.77
OFFICE DEPOT	COLORED COPY PAPER AND OTHER SUPPLIES	AP100515	4253	Supplies - Office	57.21
OFFICE DEPOT	COLORED COPY PAPER AND OTHER SUPPLIES	AP100515	4253	Supplies - Office	2.79
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE METER RENTAL	AP100515	4243	Rent - Equipment	254.82
ROSENTHAL, MURPHEY, COBLENTZ SHAW MEDIA	AUG 2015 LEGAL FEES LEGAL/PUBLIC NOTICES 10070851	AP100515 AP100515	4219 4221	Liability Insurance Legal Notices	2,750.00 141.72
SHAW MEDIA	LEGAL/PUBLIC NOTICES-10070854	AP100515	4328	Consit/Prof Reimbursable	558.84
SHAW MEDIA	LEGAL/PUBLIC NOTICES-10070854	AP100515	4328	Conslt/Prof Reimbursable	387.24
SHAW MEDIA	LEGAL/PUBLIC NOTICES-10070854	AP100515	4328	Conslt/Prof Reimbursable	319.92
UNLIMITED GRAPHIX, INC.	PAYROLL, A/P AND DIRECT DEPOSIT CHECKS	AP100515	4253	Supplies - Office	2,307.88
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP100515	4267	Telephone	268.13

Date: 9/30/15 04:26:56 PM

Page: 1

Dept Amount	13,519.37
Acct Title	Total Administration
Acct Code	
Session ID	
Invoice Description	
Vendor Name	

CITY OF DARIEN Expenditure Journal General Fund City Council From 9/22/2015 Through 10/5/2015

CITY OF DARIEN Expenditure Journal General Fund Community Development From 9/22/2015 Through 10/5/2015

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 9/22/2015 Through 10/5/2015

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALLIED GARAGE DOOR INC.	PW MAN DOOR REPLACEMENT	AP100515	4223	Maintenance - Building	995.00
ANN ROTI	DOG FENCE REPAIR AFTER CURB REPLACEMENT	AP100515	4381	Residential Concrete Program	157.00
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	AP100515	4219	Liability Insurance	143.03
CLARKE ENVIRONMENTAL MOSQUITO	AUG 2015 MOSQUITO MANAGEMENT	AP100515	4365	Mosquito Abatement	10,221.75
COM ED	1041 S FRONTAGE-PW SHOP	AP100515	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
DUPAGE TOPSOIL, INC.	CHESTNUT/ALABAMA DITCH PROJ	AP100515	4374	Drainage Projects	320.00
FedEx	FED EX FOR PD AND PW AUG/SEPT 2015	AP100515	4233	Postage/Mailings	19.33
GRADE A	214 JANET DRAINAGE PROJECT	AP100515	4374	Drainage Projects	4,555.00
GRAINGER	LIGHTS FOR CITY HALL	AP100515	4223	Maintenance - Building	79.18
HOMER TREE CARE, INC.	ASH TREE REMOVAL LIST #3	AP100515	4375	Tree Trim/Removal	32,023.81
JEFFREY L. CORNEILS	CDL REIMBURSEMENT	AP100515	4219	Liability Insurance	65.00
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, MARKING PAINT	AP100515	4219	Liability Insurance	170.22
KARA COMPANY, INC.	WOOD LATHE AND MARKERS (TREES)	AP100515	4350	Forestry	300.25
OFFICE TEAM	PW ADMIN TEMP HELP	AP100515	4010	Salaries	681.72
RIC MAR INDUSTRIES, INC.	MECHANIC SUPPLIES	AP100515	4225	Maintenance - Equipment	311.94
RIC MAR INDUSTRIES, INC.	SURE SHOT	AP100515	4350	Forestry	193.57
ROAD SAFE	DARIEN FEST EQUIP RENTAL	AP100515	4257	Supplies - Other	1,000.00
ROESCH FORD	WHITE FORD F150-(VIN 1FTEX1C84FFC54227)	AP092315	4815	Equipment	22,301.00
TAMELING, INC.	GRASS SEED	AP100515	4257	Supplies - Other	150.00
TRUGREEN	FERTILIZATION #4	AP100515	4350	Forestry	1,895.30
TRUGREEN	FERTILIZATION #4	AP100515	4350	Forestry	1,296.98
TRUGREEN	FERTILIZATION #4	AP100515	4350	Forestry	61.43

Date: 9/30/15 04:26:56 PM

Page: 5

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 9/22/2015 Through 10/5/2015

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
TRUGREEN	FERTILIZATION ROUND #3	AP100515	4350	Forestry	2,807.85
TRUGREEN	FERTILIZATION ROUND #3	AP100515	4350	Forestry	1,921.46
TRUGREEN	FERTILIZATION ROUND #3	AP100515	4350	Forestry	102.86
TRUGREEN	FERTILIZATION #2	AP100515	4350	Forestry	2,246.28
TRUGREEN	FERTILIZATION #2	AP100515	4350	Forestry	72.86
TRUGREEN	FERTILIZATION #2	AP100515	4350	Forestry	600.009
TRUGREEN	FERTILIZATION #2	AP100515	4350	Forestry	1,537.17
TYCO INTEGRATED SECURITY LLC	PW ALARM	AP100515	4223	Maintenance - Building	280.40
UNIQUE PRODUCTS & SERVICE CORP	FAST WIPES FOR PD	AP100515	4223	Maintenance - Building	68.15
UNIQUE PRODUCTS & SERVICE CORP	T-PAPER AND TISSUES FOR PD	AP100515	4223	Maintenance - Building	85.05
UNIQUE PRODUCTS & SERVICE CORP	GARBAGE CAN LINERS	AP100515	4223	Maintenance - Building	38.22
				Total Public Works,	86,729.86

Streets

CITY OF DARIEN Expenditure Journal General Fund Police Department From 9/22/2015 Through 10/5/2015

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CRITICAL TECHNOLOGY SOLUTIONS DUPAGE COUNTY ANIMAL CONTROL	DARIEN FEST CAMERAS ROOSTER RESCUE AND BOARDING	AP100515 AP100515	4243 4201	Rent - Equipment Animal Control	1,700.00 155.00
DUPAGE COUNTY CLERK'S OFFICE	NOTARY FEE	AP100515	4213	Dues and Subscriptions	10.00
DUPAGE CTY JUVENILE OFF ASSOC	DJOA FALL CONFERENCE 2015	AP100515	4263	Training and Education	75.00
DUPAGE METROPOLITAN ENF GROUP	DUMEG/FIAT 2016 FAIR SHARE CONTRIBUTIONS	AP100515	4337	Dumeg/Fiat/Child Center	17,680.00
FedEx	FED EX FOR PD AND PW AUG/SEPT 2015	AP100515	4233	Postage/Mailings	60.00
FIRST ADVANTAGE OCCUPATIONAL	PRE-EMPLOYMENT (SCHNEIDER)	AP100515	4219	Liability Insurance	31.48
INDUSTRIAL ORG SOLUTIONS	NEW HIRE PSYCH EVAL- SOMOGYE #312	AP100515	4205	Boards and Commissions	485.00
NATIONAL CHAPLAIN SERVICES	PERSONAL DEVEL #320,322,337,333 (CHAPLAIN SERVICES)	AP100515	4263	Training and Education	400.00
OCCUPATIONAL HEALTH CENTERS	PRE PLACEMENT SCREENING	AP100515	4219	Liability Insurance	54.00
OCCUPATIONAL HEALTH CENTERS	PRE PLACEMENT SCREENING	AP100515	4219	Liability Insurance	96.50
OCCUPATIONAL HEALTH CENTERS	SCREENING-SARAT AND SMITH (INV 1009057957)	AP100515	4219	Liability Insurance	96.50
OCCUPATIONAL HEALTH CENTERS	SCREENING-SARAT AND SMITH (INV 1009057957)	AP100515	4219	Liability Insurance	54.00
OCCUPATIONAL HEALTH CENTERS	SARAT 1008903713 and SMITH 10090574957	AP100515-2	4219	Liability Insurance	96.50
OCCUPATIONAL HEALTH CENTERS	SARAT 1008903713 and SMITH 10090574957	AP100515-2	4219	Liability Insurance	54.00
OCCUPATIONAL HEALTH CENTERS OCCUPATIONAL HEALTH CENTERS	DUPL	APCREDIT093 APCREDIT093	4219 4219	Liability Insurance Liability Insurance	(150.50) (150.50)

9/22/2015 Through 10/5/2

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	ZIMNY #307- PANTS,CAP,TIE,MISC ITEMS	AP100515	4269	Uniforms	312.33
RAY O'HERRON CO. INC.	SOMOGYE #312 -BADGE (NEW HIRE)	AP100515	4269	Uniforms	133.41
RAY O'HERRON CO. INC.	LISS #315 -GLOCK 43	AP100515	4269	Uniforms	358.00
RAY O'HERRON CO. INC.	STUTTE #321 -HOLSTER	AP100515	4269	Uniforms	141.98
RAY O'HERRON CO. INC.	RUMICK #304- STINGER, CASE, MAG POUCH	AP100515	4269	Uniforms	200.97
RICHARD STUTTE	STUTTE #321 - CLOTHES AND SHOES	AP100515	4269	Uniforms	236.96
RICK HELLMANN	HELLMANN #331 SUNGLASSES AND SOCKS	AP100515	4269	Uniforms	146.76
RICK HELLMANN	HELLMANN #331 SUNGLASSES AND SOCKS	AP100515	4269	Uniforms	4.93
ROSENTHAL, MURPHEY, COBLENTZ ROSENTHAL, MURPHEY, COBLENTZ	AUG 2015 LEGAL FEES AUG 2015 LEGAL FEES	AP100515 AP100515	4219 4219	Liability Insurance Liability Insurance	165.00 16.60
THEODORE POLYGRAPH SERVICE	POLYGRAPHS (NEW HIRES) -SOMOGYE and HERNANDEZ	AP100515	4205	Boards and Commissions	150.00
THEODORE POLYGRAPH SERVICE	POLYGRAPHS (NEW HIRES) -SOMOGYE and HERNANDEZ	AP100515	4205	Boards and Commissions	150.00
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP100515	4267	Telephone	1,752.20
				Total Police Department	24,516.12

125,040.35

Total General Fund

CITY OF DARIEN Expenditure Journal	Water Fund	Public Works, Water	From 9/22/2015 Through 10/5/2015
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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALLIED GARAGE DOOR INC.	PW MAN DOOR REPLACEMENT	AP100515	4223	Maintenance - Building	995.00
BEST QUALITY CLEANING, INC. CINTAS FIRST AID AND SAFETY	CLEANING-CH, PD, PW FIRST AID SUPPLIES	AP100515 AP100515	4223 4219	Maintenance - Building Liability Insurance	447.50 143.03
COM ED	1041 S FRONTAGE-PW SHOP	AP100515	4271	Utilities (Elec, Gas, Wtr, Sewer)	28.04
HAWKINS INC	CHLORINE GAS	AP100515	4255	Supplies - Operation	550.50
HD SUPPLY WATERWORKS, LTD	REPAIR CLAMPS	AP100515	4231	Maintenance - Water System	549.00
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, MARKING PAINT	AP100515	4219	Liability Insurance	170.22
JSN CONTRATORS SUPPLY	GLOVES, GLASSES, MARKING PAINT	AP100515	4231	Maintenance - Water System	240.00
NICOR GAS	8600 LEMONT RD PLANT #5	AP100515	4271	Utilities (Elec,Gas,Wtr,Sewer)	38.19
NICOR GAS	1897 MANNING DR -PLANT #4	AP100515	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.59
NICOR GAS	1930 MANNING DR -PLANT #3	AP100515	4271	Utilities (Elec,Gas,Wtr,Sewer)	35.02
OFFICE TEAM RAGS FLECTRIC	PW ADMIN TEMP HELP	AP100515 AP100515	4010 4620	Salaries Denreciation	681.72 14 770 00
	GENERATOR REPAIR		4020	Depreciation	14,770.00
TRUGREEN	FERTILIZATION ROUND #3	AP100515	4223	Maintenance - Building	617.14
TRUGREEN	FERTILIZATION #4	AP100515	4223	Maintenance - Building	368.57
TRUGREEN	FERTILIZATION #2	AP100515	4223	Maintenance - Building	437.14
TYCO INTEGRATED SECURITY LLC VERIZON WIRELESS	PW ALARM VERIZON WIRELESS SERVICE	AP100515 AP100515	4223 4267	Maintenance - Building Telephone	280.40 764.51
				Total Public Works, Water	21,140.57

21,140.57

Total Water Fund

CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses From 9/22/2015 Through 10/5/2015

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PW	AP100515	4245	Road Material	2,249.82
K-FIVE CONSTRUCTION QUARRY MATERIALS	HOT PATCH COLD PATCH	AP100515 AP100515	4245 4245	Road Material Road Material	195.44 1.123.22
QUARRY MATERIALS	НОТ РАТСН	AP100515	4245	Road Material	108.00
				Total MFT Expenses	3,676.48

3,676.48

Total Motor Fuel Tax

CITY OF DARIEN Expenditure Journal Capital Improvement Fund Capital Fund Expenditures From 9/22/2015 Through 10/5/2015

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CICERO LANDSCAPE INC	CHESTNUT/ALABAMA RESTORATION	AP100515	4376	Ditch Projects	24,162.50
CICERO LANDSCAPE INC	CHESTNUT SOD/DIRT	AP100515	4376	Ditch Projects	6,275.00
DUPAGE TOPSOIL, INC.	CHESTNUT/ALABAMA DITCH PROJ	AP100515	4376	Ditch Projects	9,600.00
HOMER TREE CARE, INC.	ASH TREE REMOVAL LIST #3	AP100515	4390	Capital Improv-Infrastructure	25,904.33
				Total Capital Fund Expenditures	65,941.83
				Total Capital Improvement Fund	65,941.83

Report Total

215,799.23



AGENDA MEMO CITY COUNCIL Meeting Date: October 5, 2015

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class "J" Temporary Liquor License for the Indian Prairie Library.

BACKUP

Background/History

The Indian Prairie Library will be conducting a Foundation Fundraiser on Saturday, October 24, 2015 and has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

Staff/Committee Recommendation

Staff recommends waiving the fee for the Temporary Liquor License for The Indian Prairie Library.

Alternate Consideration

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

Decision Mode

This item will be on the October 5, 2015, City Council Agenda for formal consideration.



401 Plainfield Road │ Darien, Illinois 60561-4207 **τ** 630/887-8760 **F** 630/887-1018 ippl.info



September 22, 2015

Maria Gonzalez City of Darien City Clerk's Office 1702 Plainfield Road Darien, IL 60561

Dear Ms. Gonzales:

Attached is our application for a temporary license for our "Dancing in the Spooky Stacks" Indian Prairie Library Foundation fundraiser on Saturday, October 24^{rd,} 2015. As a taxing body, we are requesting that the \$50.00 application fee be waived.

Thank you for your assistance.

Sincerely,

Saun Birningham

Laura Birmingham Assistant Director

Board of Trustees

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE
"THE SALE AT RETAIL OF BEER AND WINE FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.
NAME OF ORGANIZATION OR GROUP Indian Prairie Public Library
ADDRESS 401 Plainfield Road PHONE 630-887-8760
TYPE OF EVENT fundraiser
LOCATION OF EVENT 401 Planfield Rol
DATE AND TIME OF EVENT 10/24/15 7-10 pm
NAME OF APPLICANT OR REPRESENTATIVE LAURA BIRMINGHAM
ADDRESS 401 PLAINFIELD RD PHONE 030/887-8760 x 243
NAME OF CHAIRMAN OF EVENT SAME as above
ADDRESSPHONE
Saura Bumm
Signature of Applicant

DATE PAID:

Date Approved:_____

Application Approved:

License No. Issued

FEE:

Kathleen Moesle Weaver, Liquor Commissioner

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

TEMPORARY LL APPLICATION DOC



AGENDA MEMO City Council Meeting Date: October 5, 2015

Issue Statement

Consideration of a Motion to Grant Waiver of the Raffle License Bond Requirement for the Indian Prairie Library.

BACKUP

Background/History

The Indian Prairie Library has applied for a Raffle License for a Raffle to be held on Saturday, October 24, 2015. They have also requested waiver of the bond requirement.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Indian Prairie Library be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the October 5, 2015 Council Agenda for formal consideration.



401 Plainfield Road | Darien, Illinois 60561-4207 **T** 630/887-8760 **F** 630/887-1018 ippl.info



September 22, 2015

Maria Gonzalez City of Darien City Clerk's Office 1702 Plainfield Road Darien, IL 60561

Dear Ms. Gonzales:

Attached is our application for a temporary raffle for our "Dancing in the Spooky Stacks" Indian Prairie Library Foundation fundraiser on Saturday, October 24^{rd,} 2015. As a taxing body, we are requesting that the \$50.00 application fee be waived.

Thank you for your assistance.

Sincerely, have Broningham

Laura Birmingham Assistant Director

Board of Trustees

CITY OF DARIEN

A	DDITCATION D			[]	
7 - A - C - T	AFFLICATION F	UK KAFFI	LE LICENSE		Class A Licens
					Class B Licens
NAME OF ORGANIZ	ATION: Indian	PALINE U	Brany Founda	tion	
	nanfield Road		0		
-	ER: 630 887- 87		X NUMBER 630	1887-1	018
and the second	TION: Chantas	(e	Religious, Fraternal,	94 - 14 194 - 14	-
LIST THE AREA (S) V Incum Pra	WITHIN THE CITY IN V II'L LIBYING,	WHICH RAFFI 401 Pla	e chances will	BE SOLD O	R ISSUED:
ning		4	· · · · · · · · · · · · · · · · · · ·		
Saturday I LIST THE DATE AND 10:06 pm	DF DAY DURING WHIC 10/24/15 6:30 D TIME OF THE DETER Sat 10/2 N (S) AT WHICH WINN GLA ROAD, D	Dem - 10: MINATION O 3/15 ING CHANCE	00 pm F WINNING CHAN	CES:	
	Damon <u>NU-p</u> nization is a not-for-profit		, being the first $O(1 - 1)$	duly sworn,	state on oath
that the foregoing organ			, being the first	L	state on oath
hat the foregoing organ			& Dam	L	state on oath
ATTEST: ACTEST: ACTEST: ACTEST: ACTEST: ACTEST: So	nization is a not-for-profit	***********	& Dam	L	state on oath
		t organization.	Presiding (L	state on oath



AGENDA MEMO CITY COUNCIL MEETING DATE: OCTOBER 5, 2015

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Chamber of Commerce

BACKUP

Background/History

The Darien Chamber of Commerce has applied for a raffle license to be held on October 20, 2015 and has requested a waiver of the bond requirement. The City regularly waives the bond requirement for qualified non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for Darien Chamber of Commerce be waived.

Alternate Consideration

Not approve waiver of bond requirement.

Decision Mode

This item will be placed on the October 5, 2015 Council Agenda for formal consideration.



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

September 28, 2015

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

Dear Maria,

Attached please find an application for raffle license for the Darien Chamber of Commerce. The raffle will be held at the Darien Chamber Women in Business "Feel Good About Yourself Fashion Show and Mini Expo" on October 20th at the Wild Orchid Salon located at 7511 Lemont Road in Darien. The Darien Chamber requests a waiver of the raffle license bond.

If you have any questions, please call me at 630.968.0004.

Sincerely,

Clare Bongovann

Clare Bongiovanni President & CEO

CITY OF DARIEN

APPLICATION FOR F	RAFFLE LICENSE	Class A License
		Class B License
NAME OF ORGANIZATION: Darien Char	nber of Commerc	د
ADDRESS: 1702 Plaunfield Road	barien	
TELEPHONE NUMBER: 630 - 968 - 0004	FAX NUMBER:	630-852-4709
TYPE OF ORGANIZATION: Chamber of	F Commorce	
(Charitable, Educ	cational, Religious, Fraternal,	Veterans or Labor)
LIST THE AREA (S) WITHIN THE CITY IN WHICH Wild orchid Salon	I RAFFLE CHANCES WIL	L BE SOLD OR ISSUED:
LIST THE TIME (S) OF DAY DURING WHICH RAI October 20, 2015 5 pm to 8 pm LIST THE DATE AND TIME OF THE DETERMINA	N	
SAME as above		
LIST THE LOCATION (S) AT WHICH WINNING C	HANCES WILL BE DETER	MINED:
I, <u>CLAVE</u> Bongiosanni that the foregoing organization is a not-for-profit organ	, being the first	t duly sworn, state on oath
	Con Rma	10/11/11/2
	Clare Brag Presiding	Officer
ATTEST:		
Secretary		
*******	******	*****
APPROVED BY:	DATE:	
Mayor		
MAILED ON:	BY:	
Date		



AGENDA MEMO City Council October 5, 2015

ISSUE STATEMENT

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

BACKUP

BACKGROUND/HISTORY

This item is included in the FYE16 budget for the amount of \$17,680 and will be taken from the General Fund (01-40-4337). The City, through its police department, participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680.

STAFF/COMMITTEE RECOMMENDATION

The Police Committee recommended approval authorizing the annual dues payment for DUMEG in the amount of \$17,680.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the October 5, 2015, City Council Agenda for formal Council approval.



DU PAGE METROPOLITAN

01-40-4337 DUMEG/FIAT FY2016

Narcotics and Dangerous Drugs

ENFORCEMENT GROUP

January 19, 2015

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

Dear Chief Brown:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY2016 to DuPage MEG is \$17,680.00.

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

Please send your contribution directly to DUMEG by July 31, 2015 so that proper budgeting for FY16 may be implemented.

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

Sincerely, R I R

Chief Bradley Bloom

Chief Bradley Bloom Chairman, DuPage MEG

DUMEG P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162 630 - 325 - 4784 FAX: 630 - 325 - 4762



AGENDA MEMO CITY COUNCIL MEETING DATE: October 5, 2015

Issue Statement

Plumbing Code: Consideration of amending the Plumbing Code pursuant to Illinois statute.

ORDINANCE

Discussion/Overview

The Municipal Services Committee considered this matter and recommends approval as presented.

Ordinance accompanies this memo. Full discussion follows as "Additional Information."

Decision Mode

Municipal Services Committee: City Council:

September 28, 2015 October 5, 2015 Agenda Memo Plumbing Code Amendment: ILDPH Approval...Page 2

Additional Information

Issue Statement

Plumbing Code: Consideration of amending the Plumbing Code pursuant to Illinois statute.

Discussion

In 2012, the City adopted the 2004 Illinois State Plumbing Code with local amendments, Ordinance O-43-12. Earlier this year, the Illinois Department of Public Health (ILDPH) informed the City that adoption of ordinances regarding plumbing must first get approval by the ILDPH, pursuant to the Illinois Plumbing License Law, 225 ILCS 320, et. seq. The ILDPH reviewed the City's ordinance and indicated changes to be made.

In August, the City Council adopted Ordinance O-24-15 which amended the Plumbing Code to require new plumbing fixtures and irrigation controllers to bear the WaterSense label, retained with this amendment.

The following changes are required by the ILDPH:

4-1-7: PLUMBING INSTALLATION, ALTERATION AND USE REGULATIONS AND STANDARDS:

4-1-7-1: ADOPTION OF PLUMBING CODE: There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois state plumbing code 2004 edition (77 *Ill. Admin. Code 890*), three (3) copies of which are on file in the office of the city.

4-1-7-2: ADDITIONS TO PLUMBING CODE: Additions to the Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter, are as follows:

(A) The installation of water conserving plumbing fixtures in all new construction and in all repair and/or replacement of fixtures shall be required according to the following table:

<u>Fixtures</u>	-	Maximum Flow*
-	-	-
Water closets, tank top	-	2.5 gals per flush
Water closets, flushometer type-	-	3.0 gals per flush
Urinals, tank type-	-	3.0 gals per flush
Urinals, flushometer type	-	3.0 gals per flush

Agenda Memo Plumbing Code Amendment: ILDPH Approval...Page 3

Shower heads	-	3.0 GPM
Lavatory, sink faucets	-	3.0 GPM-
-	-	-

*Note: Flow based on 40 to 50 psi pressure.

(B) (A) Closed water systems shall be required on all water using air conditioning systems in new construction or remodeling.

(C) (B) Metering or self-closing faucets shall be required on all lavatories for public use in new construction or remodeling.

(D) (C) Water recycling systems shall be required on all new construction or remodeled car wash equipment installations.

4-1-7-3: AMENDMENTS TO PLUMBING CODE: The Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter shall be amended as follows:

Table A – Items 3) and 4) add footnote 3 for type M copper. Type M copper is not permitted for water distribution systems.

All drain lines must be permitted smaller than four inch (4") diameter material.

All new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Staff Findings/Recommendations

Staff recommends the Committee recommend approval of the proposed amendment to the Plumbing Code.

Municipal Services Committee Review – September 28, 2015

The Municipal Services Committee considered this matter at its September 28, 2015, meeting. The following members were present: Alderman Joseph Marchese – Chairperson, Alderman Tom Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the agenda memo, explaining the Illinois Department of Health requires approval of local plumbing code ordinances. He stated the proposed amendment brings the City's plumbing code into compliance with the State code.

Agenda Memo Plumbing Code Amendment: ILDPH Approval...Page 4

Chairperson Marchese noted that new car washes would be required to have water recycling systems, and noted that the requirement for self-closing water facets for new construction.

The Committee did not have any further questions.

Without further discussion, Alderman Chlystek made a motion to recommend approval, seconded by Alderman Belczak.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 4, SECTION 4-1-7, "PLUMBING INSTALLATIONS, ALTERATION AND USE REGULATIONS AND STANDARDS", OF THE DARIEN CITY CODE

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 5th DAY OF OCTOBER, 2015

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this _____day of October, 2015.

AN ORDINANCE AMENDING TITLE 4, SECTION 4-1-7, "PLUMBING INSTALLATIONS, ALTERATION AND USE REGULATIONS AND STANDARDS", OF THE DARIEN CITY CODE

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

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

WHEREAS, the City of Darien regulates the installation and alterations of plumbing systems pursuant to Title 4, Section 4-1-7, "Plumbing Installation, Alteration and Use Regulations and Standards", of the City Code; and

WHEREAS, pursuant to the Illinois Plumbing License Law (225 ILCS 320, *et seq.*) and the Plumbers Licensing Code (68 IL. Admin. Code 750.800), units of local government which administer a plumbing program and adopt an ordinance(s) regarding plumbing are to seek the advice and approval from the Illinois Department of Public Health in advance of any formal adoption of an ordinance regulating plumbing; and

WHEREAS, the Illinois Department of Public Health has reviewed the ordinances previously adopted by the City of Darien regulating plumbing and has requested that certain changes be made to said ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows: ORDINANCE NO.

<u>SECTION 1:</u> Section 4-1-7 of the Darien City Code, "Plumbing Installation, Alteration and

Use Regulations and Standards", is hereby further amended to read as follows:

4-1-7: PLUMBING INSTALLATION, ALTERATION AND USE REGULATIONS AND STANDARDS:

4-1-7-1: **ADOPTION OF PLUMBING CODE:** There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois State Plumbing Code 2004 edition (77 Ill. Admin. Code part 890), three (3) copies of which are on file in the office of the city.

4-1-7-2: **ADDITIONS TO PLUMBING CODE:** Additions to the Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter, are as follows:

 (Λ) The installation of water conserving plumbing fixtures in all new construction and in all repair and/or replacement of fixtures shall be required according to the following table:

<u>Fixtures</u>	-	Maximum Flow*
-	-	-
Water closets, tank top	-	2.5 gals per flush
Water closets, flushometer type-	-	3.0 gals per flush
Urinals, tank type -	-	3.0 gals per flush
Urinals, flushometer type-	-	3.0 gals per flush
Shower heads	-	3.0 GPM
Lavatory, sink faucets	-	3.0 GPM
-	-	-

*Note: Flow based on 40 to 50 psi pressure.

- (B) (A) Closed water systems shall be required on all water using air conditioning systems in new construction or remodeling.
- (C) (B) Metering or self-closing faucets shall be required on all lavatories for public use in new construction or remodeling.
- (D) (C) Water recycling systems shall be required on all new construction or remodeled car wash equipment installations.

ORDINANCE NO.

4-1-7-3: **AMENDMENTS TO PLUMBING CODE:** The Illinois state plumbing code, as adopted in section 4-1-7-1 of this chapter, shall be amended as follows:

Table A - Items 3) and 4) add footnote 3 for type M copper. Type M copper is not permitted for water distribution systems.

All drain lines must be permitted smaller than four inch (4") diameter material.

All new plumbing fixtures and irrigation controllers installed after the effective date of this Ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

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

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

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

COUNTY, ILLI	NOIS, this 5 ^t	th day of Octo	ber, 2015.
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AYES:			
NAYS:			
ABSENT:			

ORDINANCE NO.

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

ILLINOIS, this 5th day of October, 2015.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA MEMO CITY COUNCIL MEETING DATE: October 5, 2015

Issue Statement

Hinsdale South High School, 7401 Clarendon Hills Rd: Consideration of an Intergovernmental Agreement (IGA) to permit signage/banners facing the street on the fence surrounding the football stadium.

RESOLUTION

Overview/Discussion

The Municipal Services Committee considered this matter and recommends approval as presented.

A Resolution accompanies this memo. The full discussion follows as "Additional Information."

Decision Mode

Municipal Services Committee: City Council: September 28, 2015 October 5, 2015 Agenda Memo Hinsdale South High School: IGA, stadium signage...Page 2

Additional Information

Issue Statement

Hinsdale South High School, 7401 Clarendon Hills Rd: Consideration of an Intergovernmental Agreement (IGA) to permit signage/banners facing the street on the fence surrounding the football stadium.

Planning Overview/Discussion

Hinsdale South High School would like to display signage/banners on the fence which surrounds the football stadium facing out towards the street.

The Sign Code regulates the display of signs throughout the City, including school property. Currently, signs/banners are on the fence facing in towards the stadium which staff has determined complies, since the display is meant for stadium attendees and not directed toward public areas. Staff has determined that signs which face out toward the street are not permitted by the Sign Code.

A sign variation would require review by the Planning and Zoning Commission, Municipal Services Committee with approval by the City Council. As an alternative to seeking a sign variation, staff proposes an intergovernmental agreement. The Agreement will allow the signage/banner display as requested.

The proposed Agreement is attached. The Agreement includes a requirement for annual review by the City.

Staff Findings/Recommendations

Staff recommends the committee approve the IGA.

Municipal Services Committee Review – September 28, 2015

The Municipal Services Committee considered this matter at its September 28, 2015, meeting. The following members were present: Alderman Joseph Marchese – Chairperson, Alderman Tom Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the agenda memo.

Alderman Belczak stated the banners are mean to help the high school athletic club boosters raise money. He did not object to the proposal.

Alderman Chlystek confirmed the IGA is for the football stadium only.

Chairperson Marchese noted the Agreement provides an annual review by the City Council.

Agenda Memo Hinsdale South High School: IGA, stadium signage...Page 3

The Committee did not have further questions.

Without further discussion, Chairperson Marchese made a motion to recommend approval, seconded by Alderman Belczak.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT <u>86</u> 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 intergovernmental agreement between the City of Darien and Board of Education of Hinsdale Township High School District 86 to allow the display of signage/banners facing the adjacent streets at the football stadium, a copy of which is attached hereto as "<u>Exhibit A</u>", which is by this reference expressly incorporated herein.

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

COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:			
NAYS:			
ABSENT:			

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

ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY



EXHIBIT A INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is dated this _____ day of _____, 2015, by and between the City of Darien, DuPage County, Illinois ("City") and Board of Education of Hinsdale Township High School District 86, DuPage County, Illinois ("Board").

RECITALS

A. City and Board are both units of local government authorized to enter into agreement pursuant to the Intergovernmental Cooperation Act.

B. The Board operates a school within the corporate limits of the City, commonly known as Hinsdale South High School ("High School").

C. The Board desires to improve the exterior of the High School by placing signage/banners on the fence surrounding the football stadium, which faces the street (the "Signage").

D. The City's Sign Code, Chapter 3 of the City Code, regulates signage/banners.

E. The purpose in enacting the Sign Code is to prevent the proliferation of garish and potentially distracting signs and to preserve the City's aesthetic and property values.

F. The parties agree that the proposed Signage is consistent with the City's planning goals, will not adversely impact the surrounding properties, and provides a valuable governmental service and therefore does not violate the spirit of the Sign Code.

G. In order to help expedite the process and to avoid the time and delay attendant to seeking a variation from the Sign Code, the parties desire to enter into this Agreement in order to (i) authorize the erection of the Signage; (ii) forego the requirement for a sign variation, and (iii) provide for any conforming ordinance amendments.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND THE BOARD, as follows:

SECTION 1: Incorporation of Recitals. The recitals set forth hereinabove are incorporated as if set forth fully herein.

SECTION 2: Authorization to Erect Signage. The City hereby authorizes the Board to erect the Signage. The City waives any requirement that the Board submit to sign variation procedure prior to erecting the Signage and waives any requirement for a permit. In the event the City determines that it is necessary to adopt a conforming amendment to the Sign Code in order to effectuate the purpose and intent of this Agreement, it shall do so in such a manner so as to vest the Board's entitlement to the Signage.

SECTION 3: Annual Review. Approval of this Agreement shall remain in effect for an initial period of one (1) year, at which time the City shall review this Agreement and Signage and address any issues.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day, month and year first above written.

CITY OF DARIEN

BOARD OF EDUCATION, HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86, DU PAGE COUNTY, ILLINOIS

DuPage County, Illinois

By: _____

By:_____



AGENDA MEMO CITY COUNCIL MEETING DATE: October 5, 2015, 2015

Issue Statement

Oldfield Oaks Dog Park, Lemont Road: Consideration of a Resolution to permit DuPage County Forest Preserve District to tap onto the Village of Woodridge's watermain to serve property on the City of Darien's side of the Boundary Agreement.

RESOLUTION

Overview/Discussion

The Municipal Services Committee considered this matter and recommends approval as presented.

Resolution accompanies this memo. Full discussion follows as "Additional Information."

Decision Mode

Municipal Services Committee: City Council: September 28, 2015 October 5, 2015 Agenda Memo Oldfield Oaks Dog Park: Water service...Page 2

Additional Information

Issue Statement

Oldfield Oaks Dog Park, Lemont Road: Consideration of a Resolution to permit DuPage County Forest Preserve District to tap onto the Village of Woodridge's watermain to serve property on the City of Darien's side of the Boundary Agreement.

Discussion

DuPage County Forest Preserve District plans to establish an off-leash dog park within the Oldfield Oaks Forest Preserve. The dog park will be located off of Cheese Road/N. Frontage Road to the southeast of the Shell service station.

The Forest Preserve would like water service to provide a drinking fountain. They City of Darien does not have a watermain fronting the property, nor in proximity to the property. The nearest Darien watermain location is approximately 384 feet to the south property line of the Forest Preserve property.

The Village of Woodridge has a watermain which fronts the property. Darien and Woodridge have entered into a Boundary Agreement which prohibits either municipality from wheeling water into the territory of the other municipality without written consent. The applicable section of the Boundary Agreement is below:

Section 7. Utilities. DARIEN and WOODRIDGE agree not to acquire, extend, construct, or maintain utilities within the other municipality's Territory without the express written consent of the other municipality. Further, DARIEN and WOODRIDGE agree not to wheel water through their respective municipal water systems into the Territory of the other municipality without the express written consent of the other municipality.

Since Darien does not have a watermain in the needed location and it would be cost prohibitive to require the extension of the City's watermain from the nearest location, staff does not object to allowing Woodridge to provide water to the Oldfield Oaks Dog Park. A resolution has been drafted to permit the water service.

Staff Findings/Recommendations

Staff recommends the Committee make a recommendation to recommend approval of the Resolution.

Municipal Services Committee Review – September 28, 2015

The Municipal Services Committee considered this matter at its September 28, 2015, meeting. The following members were present: Alderman Joseph Marchese – Chairperson, Alderman Tom Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Michael Griffith – Senior Planner Agenda Memo Oldfield Oaks Dog Park: Water service...Page 3

and Elizabeth Lahey – Secretary.

Dan Gombac, Director, reviewed the agenda memo.

The Committee did not have any objections.

No one from the public was present to offer comments.

Without further discussion, Alderman Chlystek made a motion to recommend approval as presented, seconded by Alderman Belczak.

Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE VILLAGE OF WOODRIDGE TO PROVIDE WATER SERVICE TO THE <u>OLDFIELD OAKS FOREST PRESERVE DOG PARK</u>

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU

PAGE COUNTY, ILLINOIS, that the Village of Woodridge is hereby permitted to provide water

service to the Oldfield Oaks Forest Preserve Dog Park, located on the east side of Cheese Road/N.

Frontage Road at Lemont Road from the Village of Woodridge's existing watermain which

extends across the frontage of the property.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:						
NAYS:						

ABSENT:

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

ILLINOIS, this 5th day of October, 2015.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA MEMO City Council Meeting October 5, 2015

ISSUE STATEMENT

A resolution authorizing the purchase of one new 2015 Caterpillar Backhoe/Loader Model No 430F2 from Patten Cat in an amount not to exceed \$119,940.00

RESOLUTION

BACKGROUND/HISTORY

The proposed backhoe and loader is utilized daily for various digging and loading activities within the water division. The proposed equipment would be replacing unit 406, 2002 Caterpillar Backhoe/Loader Model No 430DIT HRC. Unit 406 was budgeted for replacement and the vehicle rating report is attached and labeled as <u>Attachment 1</u>, pages 1-6. Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above. The existing machine will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval. The Staff requested a trade in value from the dealer and received a trade in value of \$25, 600. Upon further research it was determined that the machine could yield additional funds if it was sold through an on-line auction service.

Staff has selected Patten Cat to supply the machine and is the awarded vendor for the National Intergovernmental Purchasing Alliance-National IPA City of Darien Participation Agency Member No. 228633, for equipment sales to municipalities nationally. **Attached and labeled as Attachment 2**, pages 1-11, is information regarding National IPA. **Attached and labeled as Attachment 3**, pages 1-12, is the cost breakdown and specifications for the 2015 Caterpillar Backhoe. Please note, pending availability on the 2015 model, the City may be receiving a 2016 model at no additional cost and specifications would meet the 2015 model, see e-mail labeled as **Attachment 4**.

The proposed expenditure would be expended from the following line account:

	ACCOUNT DESCRIPTION	FY 15-16 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4815	CAPITAL PURCHASES BACKHOE/LOADER	\$121,000	\$ 119,940	\$ 1,060

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the purchase of one new 2015 Caterpillar Backhoe/Loader Model No 430F2 from Patten Cat in an amount not to exceed \$119,940.00

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be on the October 5, 2015 City Council agenda for formal consideration.

MEMO Attachment 1 CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT 406 DATE UNIT NO DEPARTMENT Water 430D 11-19-14 MODEL YEAR 2002 MODEL 4904 CURRENT HOURS CURRENT MILEAGE MAXIMUM VEHICLE POINTS SCORE AGE water Department 12 years Life Expectancy 12 Age as of Report Date Yes 20 20 AGE: Meets Requirements USAGE MILES 4904 HOURS ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY 13.08 20 USAGE: Meets Requirements TYPE OF SERVICE **1-LIGHT DUTY** 10-CRITICAL DUTY 15 15 SERVICE: Meets Requirements RELIABILITY RELIABILTY: Frequency or Visits for Service 15 RELIABILITY: Meets Requirements a a with the MAINTENANCE AND REPAIR COSTS REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class ORIGINAL PURCHASE PRICE 100,000.00 10,424.00 LIFE TO DATE REPAIR COST 10.43 % PERCENTAGE OF REPAIRS TO PURCHASE PRICE

			77.08
	RES, ERGONOMICS	5	5
CONDITION: Meets Requirements		15	14
OR ANTICPATED), BODY (BODY STRUCTURAL COMPONENTS)	ENTS (MAJOR REPAIRS NEEDED SHEET METAL RUSTED,		
REPAIRS: Meets Requirements		10	2
10			
8			
6			
4			
2			
POINTS			
	CURRENT HOURS	4904 MAXIMUM POINTS	VEHICLE SCORE
			1)-19-14
406	DEPARTMENT	Water	DATE
	POINTS POINTS POINTS POINTS 2 4 6 6 8 10 REPAIRS: Meets Requirements CONDITION OF ENGINE COMPON OR ANTICPATED), BODY (BODY STRUCTURAL COMPONENTS) CONDITION: Meets Requirements FUEL EMISSIONS, SAFETY FEATU	2002 MODEL CURRENT HOURS POINTS POINTS 4 6 8 10 REPAIRS: Meets Requirements CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS) CONDITION: Meets Requirements FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS	2002 MODEL 4,30 FE CURRENT HOURS 49.04 MAXIMUM POINTS MAXIMUM POINTS 2 4 4 4 6 6 8 10 10 10 REPAIRS: Meets Requirements 10 CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS) 15 FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS 5

CFA, Inc. 11/10/2014

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=quipment#

CITY OF DARIEN Repair Transaction Cost Detail

Shop Loc/

Rep Reason/

nent# Repair Order#	Date	Meter(1)	Shop Loo Rep Clas				
406 0000024786	10/09/02	55	/01	08/01			
Group-System		Med	ch/Vendor	Work Acc	Part(\$)	Labor(\$)	Hours
01-PMC - PREV. MAINT.			001		0.00	28.00	1.00
406 0000024885	12/11/02	131	/02	01/01			
09-57 - HYDRAULIC SYS			001		236.82	28.00	1.00
406 0000024939	02/18/03	131	/02	01/01			
09-57 - HYDRAULIC SYS	02/10/00	151	001	01101	11.32	14.00	0.50
	00104100	005		09/01			
406 0000024969	03/04/03	225	/01	08/01	14.99	28.00	1.00
01-PMA - PREV. MAINT.			001		103.93	28.00	1.00
01-PMB - PREV. MAINT.			001		0.00	14.00	0.50
01-PMC - PREV. MAINT.	1012101010101000	0000000	001		0.00	14.00	0.00
406 0000025106	06/11/03	327	/02	01/01		00.00	4.00
09-57 - HYDRAULIC SYS			001		229.56	28.00	1.00
406 0000025215	09/11/03	394	/01	08/01			
01-PMC - PREV. MAINT.			001		0.00	14.00	0.50
406 0000025238	10/10/03	415	/02	01/01			
09-63 - HOSES & FITTING			001		41.72	28.00	1.00
	11/02/02	120	/01	08/01	200-201-202-2		
406 0000025277	11/03/03	430		08/01	15.15	14.00	0.50
01-PMA - PREV. MAINT.			001		43.35	28.00	1.00
07-44 - FUEL SYS			001		274.03	28.00	1.00
09-63 - HOSES & FITTING	201222	201123	States and		L14.00	20.00	1.00
406 0000025472	04/23/04	590	/01	08/01	77.00	F0 00	0.00
01-PMA - PREV. MAINT.			001		77.96	56.00	2.00
406 0000025530	06/15/04	611	/01	08/01			2220207
01-PMC - PREV. MAINT.			001		0.00	28.00	1.00
406 0000025801	01/19/05	780	01/01	08/01			
01-PMB - PREV. MAINT.			001		96.89	28.00	1.00
01-PMA - PREV. MAINT.			001		18.42	28.00	1.00
01-PMC - PREV. MAINT.			001		0.00	14.00	0.50
406 0000025944	05/09/05	885	/02	01/01			
09-63 - HOSES & FITTING			001		155.66	28.00	1.00
	09/02/05	990	/01	04/01			
406 0000026024	08/03/05	990	001	04/01	17.21	28.00	1.00
06-36 - MARS & STROBE					1.2.1	20.00	
406 0000026039	08/16/05	1007	/01	08/01	10.40	20.00	1.00
01-PMA - PREV. MAINT.			001		18.42	28.00	1.00
01-PMC - PREV. MAINT.			001		0.00	28.00	1.00
406 0000026316	02/27/06	1290	/02	04/01	5.25573584		81401044
09-63 - HOSES & FITTING			002		32.62	30.00	2.00
09-57 - HYDRAULIC SYS			002		53.68	0.00	0.00
406 0000026370	03/20/06	1299	/01	08/01			
01-PMA - PREV. MAINT.			002		56.48	30.00	2.00
406 0000026378	04/03/06	1299	/01	08/01			
01-PMB - PREV. MAINT.	0,100,00		002		0.00	7.50	0.50
01-PMC - PREV. MAINT.			002		0.00	7.50	0.50
	10/10/06	1572	/01	08/01			
406 0000027031	10/19/06	1572	001	00/01	18.42	56.00	2.00
01-PMA - PREV. MAINT.			001		0.00	28.00	1.00
01-PMC - PREV. MAINT.			001			20.00	
		3/6					

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CITY OF DARIEN Repair Transaction Cost Detail

Fqui	oment# Repair Order#	Date	Meter(1)	Shop Lo Rep Clas	10 A A A A A A A A A A A A A A A A A A A			
	406 0000027034	10/28/06	1572	/02	01/01			
	Group-System		Med	ch/Vendor	Work Acc	Part(\$)	Labor(\$)	Hours
	03-05 - GLASS REPAIR			001		16.26	14.00	0.50
	07-41 - AIR INTAKE SYS			001		40.71	28.00	1.00
	406 0000027108	12/18/06	1663	/02	04/01			
	09-63 - HOSES & FITTING			002		108.76	15.00	1.00
	406 0000027112	12/20/06	1663	/02	01/01			
	06-36 - MARS & STROBE			002		14.55	7.50	0.50
	406 0000027113	12/27/06	1669	/03	01/01			
	09-57 - HYDRAULIC SYS			002		85.57	45.00	3.00
	406 0000027140	01/30/07	1715	/01	08/01			
	10-70 - BACKHOE	01100101	1110	001		451.09	28.00	1.00
	406 0000027226	04/10/07	1864	/02	04/01		ens nore	
	09-57 - HYDRAULIC SYS	04/10/07	1004	001	04/01	46.60	28.00	1.00
		050007	1001		20104	40.00	20.00	1.00
	406 0000027300	05/09/07	1884	/01	08/01	0.00	7.60	0.50
	01-PMC - PREV. MAINT.			002		0.00	7.50 7.50	0.50
	01-PMA - PREV. MAINT. 01-PMB - PREV. MAINT.			002 002		87.20	45.00	3.00
			1070			07.20	40.00	0.00
	406 0000027352	07/11/07	1978	/02	01/01	400 50	20.00	1.00
	06-36 - MARS & STROBE			001		139.50	28.00	1.00
	406 0000027435	09/12/07	1999	/02	01/01	12101045	0.0.02	12.22
	04-13 - BRAKES			001		38.82	84.00	3.00
	406 0000027529	11/26/07	2087	/01	08/01			
	01-PMA - PREV. MAINT.			002		19.42	15.00	1.00
	01-PMC - PREV. MAINT.			002		0.00	15.00	1.00
	06-36 - MARS & STROBE			002		90.00	15.00	1.00
	406 0000027763	03/17/08	2180	/02	01/01			
	09-63 - HOSES & FITTING			001		362.72	56.00	2.00
	09-57 - HYDRAULIC SYS			001		51.83	56.00	2.00
	406 0000027936	06/09/08	2280	/01	08/01			
	01-PMA - PREV. MAINT.			001		19.42	28.00	1.00
	01-PMC - PREV. MAINT.			001		0.00	28.00	1.00
	09-63 - HOSES & FITTING			001		50.35	28.00	1.00
	406 0000028207	01/06/09	2280	/01	08/01			
	01-PMA - PREV. MAINT.			001		19.70	56.00	2.00
	01-PMC - PREV. MAINT.			001		22.44	14.00	0.50
	406 0000028217	01/19/09	2525	/01	08/01			
	03-02 - HEATER-VENT			001		43.83	28.00	1.00
	406 0000028447	07/15/09	2698	/01	08/01			
	01-PMA - PREV. MAINT.			002		19.70	15.00	1.00
	01-PMC - PREV. MAINT.			002		0.00	7.50	0.50
	406 0000028504	08/31/09	2756	/01	08/01			
	04-13 - BRAKES			001		175.98	98.00	3.50
2	03-06 - DOORS			001		18.45	14.00	0.50
	406 0000028734	02/17/10	2877	01/01	08/01			
	01-PMA - PREV. MAINT.			001		20.51	42.00	1.50
	01-PMC - PREV. MAINT.			001		0.00	84.00	3.00

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CITY OF DARIEN Repair Transaction Cost Detail

Equipment# Repair C	rder#	Date	Meter(1)	Shop Loc Rep Class				
09-57 - HYD	RAULIC SYS			002		231.77	15.00	1.00
406 0000028	978	09/24/10	3036	01/01	08/01			
Group-Syste	m		Med	ch/Vendor	Work Acc	Part(\$)	Labor(\$)	Hours
01-PMA - PR			10	002		19.27	0.00	0.00
01-PMB - PR	EV. MAINT.			002		146.35	0.00	0.00
07-42 - COO	LING SYS			002		64.77	0.00	0.00
01-PMC - PF	REV. MAINT.			002		0.00	75.00	5.00
406 0000029	220	04/25/11	3396	01/01	08/01			
01-PMA - PR	EV. MAINT.			001		19.60	56.00	2.00
10-71 - FRO	NT BUCKET			001		319.36	28.00	1.00
406 0000029	262	05/12/11	3433	01/01	08/01			
01-PMC - PF	EV. MAINT.			001		0.00	42.00	1.50
10-70 - BACI	KHOE			001		431.40	42.00	1.50
406 0000029	295	06/10/11	3473	01/01	08/01			
	RAULIC SYS		0.10	001		365.45	56.00	2.00
406 0000029		12/28/11	1637	01/01	08/01			
01-PMA - PR		12/20/11	1057	002	00/01	20.00	15.00	1.00
01-PMB - PR				002		157.94	18.75	1.25
01-PMC - PR				002		0.00	0.00	0.00
07-41 - AIR I				002		65.64	3.75	0.25
406 0000029		02/06/12	3631	01/03	01/01			
408 0000029 03-02 - HEAT		02/00/12	3031	002	01/01	311.07	90.00	6.00
						011.07	00.00	0.00
406 0000029		03/26/12	3686	01/01	08/01	20 50	22.00	2.20
01-PMA - PR				002		20.56 0.00	33.00 3.00	0.20
01-PMB - PR				002 002		65.64	6.00	0.40
07-41 - AIR I						00.04	0.00	0.40
406 0000029		07/03/12	3768	01/03	01/01	20.42	2.75	0.95
07-41 - AIR I				002		38.42 621.41	3.75 97.50	0.25
07-42 - COO				002		37.12	3.75	0.25
07-46 - BEL1	Elon (1000000			57.12	0.10	0.20
406 0000029		07/13/12	3772	01/01	08/01	0.00	15.00	1 00
01-PMC - PF	REV. MAINT.			002		0.00	15.00	1.00
406 0000029	834	07/27/12	3741	01/03	01/01			
09-57 - HYD	RAULIC SYS			002		176.46	37.50	2,50
406 0000029	879	08/28/12	3824	01/01	08/01			
01-PMC - PF	EV. MAINT.			002		0.00	15.00	1.00
07-41 - AIR I	NTAKE SYS			002		38.42	3.75	0.25
406 0000029	955	11/16/12	3975	01/01	08/01			
01-PMA - PR	EV. MAINT.			002		28.08	30.00	2.00
01-PMC - PF	REV. MAINT.			002		0.00	3.75	0.25
10-70 - BACI	KHOE			002		448.88	7.50	0.50
406 0000030	061	02/15/13	4116	01/03	01/01			
09-57 - HYD	RAULIC SYS			002		354.57	60.00	4.00
406 0000030	281	08/26/13	4331	01/03	01/01			
10-70 - BACI		1. 1999 (1999) (1999) 1. 1999 (1999)		002	17.1887.1	44.65	22.50	1.50
406 0000030		01/30/14	4507	01/03	01/01			
10-70 - BAC		0.1100/14		002	01101	300.50	82.50	5.50
		02/12/14	4537	01/03	01/01			
406 0000030	101	02/12/14	4007	01105	01/01			

5/6

Раде 3

UFA, INC. 11/10/2014

9:13:42 AM

.

CITY OF DARIEN Repair Transaction Cost Detail

- cqu	ipment#	Repair Order#	Date	Meter(1)	Shop Loc Rep Class				
	09-	63 - HOSES & FITTING			002		254.49	45.00	3.00
	406	0000030443	03/06/14	4586	01/01	08/01			
		pup-System PMA - PREV. MAINT.		Mec	h/Vendor 002	Work Acc	<u>Part(\$)</u> 28.20	Labor(\$) 22.50	Hour 1.50
	406	0000030444	03/07/14	4586	01/02	01/01			
		70 - BACKHOE			002		205.58	45.00	3.00
	07-	41 - AIR INTAKE SYS			002		46.99	3.75	0.25
	406	0000030455	03/31/14	4600	01/02	01/01			
	09-	57 - HYDRAULIC SYS			002		245.80	150.00	10.00
	406	0000030461	04/08/14	4600	01/03	01/01			
	10-	74 - REAR BOOM			002		75.06	30.00	2.00
	406	0000030467	04/15/14	4602	01/03	01/01			
	09-	63 - HOSES & FITTING			002		46.64	22.50	1.50
	406	0000030483	04/30/14	4627	01/03	01/01			
	09-	63 - HOSES & FITTING			002		214.38	45.00	3.00
	406	0000030501	05/15/14	4663	01/03	01/01			
	09-	63 - HOSES & FITTING			002		1,626.01	450.00	30.00
	406	0000030599	08/05/14	4778	01/03	01/01			
	09-0	63 - HOSES & FITTING		and the second se	002		436.27	75.00	5.00
	406	0000030610	08/08/14	4778	01/01	08/01			
	02-	17 - TIRES, TUBES, ETC			002	17550.5000	175.95	0.00	0.00
	406	0000030644	09/09/14	4835	01/03	01/01			
	03-0	05 - GLASS REPAIR		10.000	002	57.415763-1	261.41	15.00	1.00
	406	0000030645	09/10/14	4835	01/03	01/01			
	01-1	PMA - PREV. MAINT.			002		31.48	30.00	2.00
	01-1	PMB - PREV. MAINT.		2 H A 1	002		86.20	15.00	1.00
	406	0000030691	10/16/14	4904	01/03	01/01			
	03-0	06 - DOORS		RU	002		91.20	15.00	1.00
									-
				Gr	and Total	1	1,732.84	The second	182.05

3,471.75

Page 4

10,424.30



Kris Throm

From: Sent: To: Subject: Ford,Tom <Tom.Ford@nationalipa.org> Monday, December 22, 2014 3:56 PM Kris Throm Kris Throm Welcome to National IPA

From: ESB Integration [mailto:jmacdona@provistaco.com] Sent: Saturday, December 20, 2014 8:01 AM To: MacDonald, Jason R.; Yarbrough, Matt C.; Ford, Tom Subject: Kris Throm Welcome to National IPA



Reducing Procurement Costs NATIONALIPA Reducing Procurement Costs Through Cooperative Contracting

Welcome to National IPA

Participant Organization:

City of Darien

Your National IPA Participating Agency Number:

2288633

Your Dedicated National IPA Representative:

Tom Ford 274

(847) 372-3381

1

tom.ford@nationalipa.org

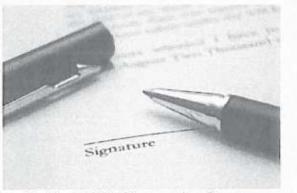
Hello Kris

Your participation form has been received and processed. Congratulations! You are now eligible to access and utilize all the competitively solicited and publicly awarded agreements available through National IPA.

Details for all awarded contracts, as well as contracts in process and under evaluation are available at www.nationalipa.org/agreements.

If you need additional information or assistance with any of the National IPA master agreements, please contact your dedicated National IPA Regional Manager or contact National IPA Customer Relations at 866-408-3077 or info@nationalipa.org.

Thank you for your participation and we look forward to serving you and your organization.



National IPA Contracting Process



National IPA Team

725 Cool Springs Boulevard | Suite 100 Franklin, TN 37067

National Intergovernmental Purchasing Alliance, a Provista company (National IPA) is a cooperative purchasing organization dedicated to serving public agencies and educational institutions nationwide. This cooperative strategy offers lower costs, plus time and resource savings to participating agencies. All cooperative agreements available through the National IPA program have been competitively solicited and publicly awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures.

The National IPA team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts is committed to bringing value to agencies nationwide. National IPA team members are recognized as respected leaders in the discipline and have held key public procurement positions in state government, local government and education.

For additional information, visit the National IPA website at www.nationalipa.org. National IPA Customer Service Email: info@nationalipa.org Phone: (866) 408-3077

Tom Ford

Regional Manager, Midwest - IL, IA, MI, MN, WI National IPA, A Provista Company Office: (847) 372-3381 Email: tom.ford@nationalipa.org

2

Company Website: http://nationalipa.org/



NATIONALIPA Reducing Procurement Costs Through Cooperative Contracting

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3/11



Heavy Equipment, Parts, Accessories, Supplies & Related Services Executive Summary

Lead Agency: City of Tucson, AZ RFP Issued: October 18, 2011 Date Open: November 14, 2011 Solicitation: RFP #120377 Pre-Proposal Date: October 27, 2011 Proposals Received: 4

Awarded to: Caterpillar

The City of Tucson, AZ Department of Procurement issued RFP #120377 on October 18, 2011 to establish a national cooperative contract for heavy equipment, parts, accessories, supplies and related services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On November 14, 2011 proposals were received from the following offerors:

- Badger Equipment Company
- Caterpillar
- Federal Contracts Corporation
- PB Loader Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and negotiations with the top ranked firm, Caterpillar.

The City of Tucson, AZ, National IPA and Caterpillar successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of May 2, 2012.

Caterpillar

Contract includes: Heavy equipment, parts, accessories, supplies and related services_

Term:

Initial one year agreement from May 2, 2012 through May 1, 2013, with option to renew for four (4) additional one-year periods through May 1, 2017.

Pricing/Discount:

Minimum discount off list price.

Serviced and supported by local Cat dealers.

Value Added Services:

- Financing options
- Used equipment
- Rentals
- Extended warranties
- Maintenance agreements
- Trade-in or Buyback options

Caterpillar Product and Service Pricing

Model	Minimum Member Discount
Articulated Trucks	14%
Backhoe Loaders	21%
Generators	17% - 50%
Integrated Tool Carriers	21% - 26%
Landfill Compactors	14%
Motor Graders	23% - 37%
Paving Products	14% - 18%
Skid Steer Loaders	16%
Towed Scrapers	15%
Track Excavators	12% - 25%
Track Loaders	20% - 23%
Track Type Tractors	10% - 25%
Tractor Scrapers	15% - 17%
Vocational Trucks	23%
Wheel Dozers	15%
Wheel Loaders	12% - 26%
Wheeled Excavators	32% - 35%
Work tools	15%

The following items are also available under the contract:

- Financing Options
- Used Equipment subject to availability, 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealers rental fleet, excluding vocational trucks and work tools
- Used Vocational Trucks & Work Tools pricing to be negotiated with local participating dealer
- Rentals product and service pricing to be negotiated with local participating dealer
- Accessories/Allied Products (trailers, etc.) product pricing to be negotiated with local participating dealer
- Parts product pricing to be negotiated with local participating dealer
- Service/Repair product pricing to be negotiated with local participating dealer
- Extended Warranties product pricing to be negotiated with local participating dealer
- Maintenance Agreements product pricing to be negotiated with local participating dealer
- Trade-In or Buyback Options to be negotiated with local participating dealer

Machines	New Equipment	Used Equipment
2015	Discount off List	Discount from original List
Pavers		
AP255	16.00%	20.0%
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
Rollers		Subtraction and an a
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34/CB34XW	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CD44	16.00%	20.0%
CD54	16.00%	20.0%
CP34	14.00%	20.0%
CP44	14.00%	20.0%
CP54	14.00%	20.0%
CP56	14.00%	20.0%
CP68	14.00%	20.0%
CP74	14.00%	20.0%
CS34	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS64	14.00%	20.0%
CS68	14.00%	20.0%
CS78	14.00%	20.0%
CW14	16.00%	20.0%
CW34	16.00%	20.0%
Vocational Trucks		Marcall Sciences Strates Strates
CT660	23.00%	20.0%
CT680	23.00%	20.0%
CT681	23.00%	20.0%

Track Type Tractors		
D3	25.00%	20.0%
D4	24.00%	20.0%
D5	25.00%	20.0%
D6	24.00%	20.0%
D7	22.00%	20.0%
D8	22.00%	20.0%
D9	10.00%	20.0%
Integrated Tool Carriers		
IT62	21.00%	20.0%
Cold Planners		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
Reclaimers		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
Wheeled Excavators		
M313	35.00%	20.0%
M314	18.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M320	21.00%	20.0%
M322	35.00%	20.0%
Motor Graders		
12	33.00%	20.0%
120	37.00%	20.0%
140	33.00%	20.0%
160	33.00%	20.0%
14	23.00%	20.0%

Skid Steer Loaders		
226	16.00%	20.0%
232	16.00%	20.0%
236	16.00%	20.0%
242	16.00%	20.0%
246	16.00%	20.0%
262	16.00%	20.0%
272	16.00%	20.0%
Multi-Terrain Loaders		and the state of the state of the state of the state
247	16.00%	20.0%
257	16.00%	20.0%
277	16.00%	20.0%
287	16.00%	20.0%
297	16.00%	20.0%
201	18.00%	20.0%
Compact Track Loaders		
239	16.00%	20.0%
249	16.00%	20.0%
259	16.00%	20.0%
279	16.00%	20.0%
289	16.00%	20.0%
299	16.00%	20.0%
Excavators		
300.9	17.50%	20.0%
301.4	17.50%	20.0%
301.7	17.50%	20.0%
302.4	17.50%	20.0%
302.7	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
313	21.00%	20.0%
314	25.00%	and the second se
316		20.0%
the state of the s	25.00%	20.0%
318	22.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
323	18.00%	20.0%

	and the second se	
324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
335	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
352	12.00%	20.0%
374	10.00%	20.0%
Backhoe Loaders		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		A CONTRACTOR OF A CONTRACT
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
745	14.00%	20.0%
Rigid Frame Trucks		
770	10.00%	20.0%
773	10.00%	20.0%
Landfill Compactors		
815	14.00%	20.0%
816	14.00%	20.0%
825	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
000	14,00%	20.076
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%

Wheel Loaders		
903	25.00%	20.0%
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
910	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
982	12.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%
Telehandlers		White the second state of an
TH255	12.00%	20.0%
TH406	12.00%	20.0%
TH407	12.00%	20.0%
TH514	12.00%	20.0%
TL642	12.00%	20.0%
TL943	12.00%	20.0%
TL1055	12.00%	20.0%
TL1255	12.00%	20.0%
Worktools	15.00%	
Caterpillar Safety Services	15.00%	N/A

				Attachmen
Patten Indust	ries			Quote 111527-01
101	2016			
2015 Caterpill				***\$169,146.00
Ext Warranty	rade Allewanco			\$1,140.00 (\$25,600)
	ALER PREP & SET UP	15		\$2,900.00
	MENTAL DISCOUNT EXEMPT (0%)	181	((\$53,246.00) \$0.00
After Tax Bal		out po	A 119,940.02	
CATERPILI	IS VALID IF THIS MACHINE AR PRICE INCREASE ON J FRC	E DELIVERS BEFORE D JANUARY 1, 2016. ACT DM 2% TO 4% FOR THIS	ECEMBER 31, 2015. WE A UAL PRICE INCREASE IS	RE EXPECTING A
TRADE-INS			-1	
Model	Make		Serial Number Year	Trade Allowance
430DIT	CATERPILLAR (AA)		BNK02697 2002	\$25,600.00
				No. of Concession, Name
INCLUDED	WARRANTIES			
Standard Wa	rranty: 12 Months/Unlir	mited Hours Full Machine	•	169,146.
Extended Wa	36 MO / 5000 H	IR POWERTRAIN & HY	DRAULIC (TIER IV)	1:140.
Extended We	GOVERNMEN	TAL)		2,900.
F.O.B/TERN			6	119,940.0
City of Darien	Yard		ke	>S⊤ ^{119,940∘(}
ADDITIONA	L CONSIDERATIONS			
ADDITIONA	L CONSIDERATIONS			
			1- S	CHECH 119,940+0
	Optional Caterpillar BHL H958 our Price if Purchased With Tr			1157540*0
	ES: HAMMER MOIL TOO		KET	94,340.0
In the second se	AND CONNECTO		· · · · · · · · · · · · · · · · · · ·	
• Deliv	very is 12-16 weeks			
				22
Accepted by		on		
4	Signa	deuron.		
	Signa			
Patte	n CAT	Providence and		
ete N. Swanson ales Representative	Construction Products	Patten C	at i	
and inspiration (B	635 W. Lake Street Emhurst, Illinois 60126 630.279.4400 tel		a 197	
	630.279.0121 fax 630.936.0626 mobile			
ww.pattencat.com	swansonp@pattencat.com e-mai	D.		Page 4 of 4



Quote 111527-01

August 31, 2015

CITY OF DARIEN/PUBLIC WORKS 1702 PLAINFIELD ROAD DARIEN Illinois 60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model:	430F2 HRC BACKHOE LC	DADER 2015	on 1
STOCK NUMBER: TBO	SERIAL NUMBER: TBO	YEAR: 2016	
		(_	

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson Machine Sales Representative

CATERPILLAR Model: 430F2 HRC BACKHOE LOADER

STANDARD EQUIPMENT

BOOMS, STICKS AND LINKAGES - 15' Center pivot excavator style - backhoe - Pilot operated joystick hydraulic controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket Positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

POWERTRAIN - Cat C4.4, 86kW (Net 108 HP/81kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4 Final Emissions Compliant with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with - integral Precleaner, automatic dust ejection system and filter condition indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals and interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission—four speed synchro mesh with power shuttle and neutral safety switch - Spin-on fuel, engine oil and transmission oil filters - Outboard planetary rear axles - Open Circuit Breather

HYDRAULICS - Load sensing, variable flow system with 43 GPM axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer - 12 volt electrical start

ELECTRICAL - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles (12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector

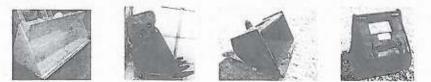
OPERATOR ENVIRONMENT - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control -One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat

OTHER STANDARD EQUIPMENT - Hydrostatic power steering - Standard Storage Box - Transport tie-downs -Ground line fill fuel tank with 44 gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity -Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)

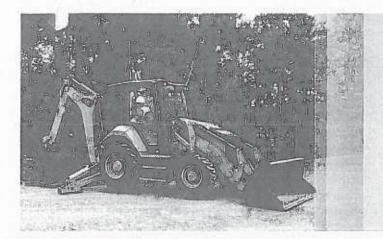


MACHINE SPECIFICATIONS

Description	Reference No	List Price
430F2 BHL ST, TIER 4, HRC	450-8452	\$101,440.00
PLATE GROUP - BOOM WEAR	270-3204	\$203.00
COUNTERWEIGHT, 1015 LBS	337-9696	\$1,725.00
TIRES, 12.5 80/19.5L-24, GY	379-2161	\$1,450.00
SECURITY SYSTEM, KEYPAD	387-6570	\$486.00
RADIO & CD PLAYER, BLUETOOTH	387-6598	\$695.00
FAN, DELUXE CAB	387-6682	\$225.00
RIDE CONTROL	398-2681	\$1,455.00
LINES, COMBINED AUX, E-STICK	398-2855	\$3,415.00
COLD WEATHER PACKAGE, 120V HRC	398-2882	\$760.00
SEAT, DELUXE FABRIC	433-4806	\$900.00
PRODUCT LINK, CELLULAR, PL6411	447-0049	\$1,208.00
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533	\$2,695.00
LINES, HYD COUPLER 16FT E-STICK	450-8580	\$2,324.00
PT, 4WD, AUTOSHIFT	450-8616	\$13,010.00
CAB, DELUXE	450-8683	\$8,200.00
AIR CONDITIONER, T4	450-8715	\$2,330.00
STICK, EXTENDABLE, 16FT	450-8732	\$2,324.00
ENGINE, 86KW, C4.4 ACERT, T4F	450-8761	\$6,900.00
COUPLING, QD, THREADED WITH CAPS	456-3390	\$363.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$327.00
RUST PREVENTATIVE APPLICATOR	0G-3273	\$106.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$200.00
BELT, SEAT, 2" SUSPENSION	206-1747	INCLUDED
INSTRUCTIONS, ANSI	430-9944	INCLUDED
PACK, DOMESTIC TRUCK	0P-0210	INCLUDED
LANE 2 ORDER	0P-9002	INCLUDED
SERIALIZED TECHNICAL MEDIA KIT	421-8926	INCLUDED
BUCKET-GP, 1.5 CYD	337-7401	\$4,061.00
CUTTING EDGE, TWO PIECE, WIDE	9R-5320	\$329.00
BUCKET-HD, 24", 7.3 CFT PL	247-1950	\$1,810.00
BUCKET, 48" 0.44 CYD (DCQ)	275-8776	\$2,860.00
WAIN ROY SWINGER COUPLER FOR 430F2	1022366	\$4,568.00
WAIN ROY SWINGER LOCK OUT KIT	108621	\$211.00



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Cat® 430F2/430F2 IT

BACKHOE LOADER

The Cat® 430F2 and 430F2 IT Backhoe Loaders deliver performance, increased fuel efficiency, superior hydraulic system, versatility and an all new operator station. The 430F2 and 430F2 IT feature the following:

- Ergonomic Operator Station Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- Load Sensing Hydraulics The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- Machine Performance The Cat C4.4 ACERT^M engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- Machine Versatility A broad range of performance matched Cat Work Tools make the Cat Backhoe Loader the most versatile machine on the job site. All Backhoe Loaders have standard thumb ready sticks. The Integrated Tool Carrier (IT Loader) provides versatility and allows quick connection to a variety of Cat Work Tools.
- Dual Lock Coupler Cat dual lock coupler is available from the factory with either mechanical or hydraulic operation. The coupler makes work tool changes quick and easy.

Specifications

Engine

cigilie			
Engine Model	Cat C4.4 At	CERT	
Gross Power			
SAE J1995	87 kW	117 hp	
ISO 14396	86 kW	115 hp	
Rated Net Power @ 2,200 rpm			
SAE J1349	80 kW	108 hp	
ISO 9249	81 kW	109 hp	
EEC 80/1269	81 kW	109 hp	
Net Peak Power @ 1,800 rpm			
SAE J1349	82 kW	110 hp	
ISO 9249	83 kW	111 hp	
EEC 80/1269	83 kW	111 hp	
Bore	105 mm	4.13 in	
Stroke	127 mm	5 in	
Displacement	4.4 L	268 in ³	
Net Torque Rise @ 1,400 rpm	39%		
SAE J1349	488 N-m	360 lbf-ft	

Engine meets Tier 4 Final/Stage IV emission standards.

Weights*

erorgino		
Operating Weight - Nominal	8330 kg	18,364 lb
Operating Weight Maximum	11 000 kg	24,251 lb
Cab, ROPS/FOPS	163 kg	359 lb
AutoShift Transmission	238 kg	525 lb
Ride Control	14 kg	31 lb
Air Conditioning	42 kg	93 lb
MP Bucket (0.96 m ³ /1.25 yd ³) (no forks or teeth)	745 kg	1,642 lb
Loader, IT with Quick Coupler	317 kg	699 lb
Extendible Stick	305 kg	673 lb
Counterweights (Option 1)	115 kg	255 lb
Counterweights (Option 2)	240 kg	530 lb
Counterweights (Option 3)	460 kg	1,015 lb

*Specifications shown are for machine equipped with 1.0 m³ (1.31 yd³) general purpose loader bucket, 610 mm (24 in) standard duty backhoe bucket, 460 kg (1,015 lb) counterweight, all wheel drive, 80 kg (176 lb) operator and full fuel tank.



Transmission

Power Shuttle Transm	ission – Sta	Indard			
Forward – 1st			5.4 km/h	3.4 mph	
2nd			9.0 km/h	5.6 mph	
3rd			21 km/h	13 mph	
4th			40 km/h	25 mph	
Reverse - 1st			5.4 km/h	3.4 mph	
2nd			9.0 km/h	5.6 mph	
3rd			21 km/h	13 mph	
4th			40 km/h	25 mph	
	Autos Transm – Opti	ission	AutoShift Ti with Lock- Converter	Up Torque	
Forward – 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph	
2nd	9.3 km/h	5.7 mph	9.3 km/h	5.7 mph	
3rd	12 km/h	8 mph	12 km/h	8 mph	
4th	19 km/h	12 mph	19 km/h	12 mph	
5th	26 km/h	16 mph	23 km/h	14 mph	
5th LUC	-	-	25 km/h	15 mph	
6th	40 km/h	25 mph	40 km/h	25 mph	
Reverse – 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph	
2nd	12 km/h	7.6 mph	12 km/h	7.6 mph	
3rd	28 km/h	17 mph	28 km/h	17 mph	
Axle Ratings					
Front Axle, 2WD					
Static			22 964 kg	50,582 lb	
Dynamic			9186 kg	20,233 lb	
Front Axle, 4WD				009090101010496	
Static			22 964 kg	50,582 lb	
Dynamic			9186 kg	20,233 lb	
Rear Axle					
Static			22 964 kg	50,582 lb	
Dynamic	8		9186 kg	20,233 lb	
Badana Ba Baatana					

Hydraulic System

Туре Pump Type Pump Capacity @ 2,200 rpm System Pressure - Backhoe System Pressure - Loader

Closed Cent	er
Variable Flor	w, Axial Piston
163 L/min	43 gal/min
25 000 kPa	3,600 psi
25 000 kPa	3,600 psi

Steering

steering			
Туре	Front Whe	el	
Power Steering	Hydrostati	c	
Bore	65 mm	2.6 in	
Stroke	120 mm	4.7 in	
Rod Diameter	36 mm	1.4 in	
Axle Oscillation	11°		
Turning Circle - 2WD/4WD (inner wheel i	not braked)		
Outside, Front Wheels	8.18 m	26'10"	
Outside, Widest Loading Bucket	10.97 m	36'0'	
Service Refill Capacities			
Cooling System with Air Conditioning	22.5 L	5.9 gal	
Fuel Tank	160 L	42 gal	
Diesel Exhaust Fluid	19 L	5.0 gal	
Engine Oil with Filter	8.8 L	2.3 gal	
Transmission – Power Shuttle			
4WD	15.0 L	4.0 gal	
Transmission – AutoShift			
4WD	18.0 L	4.8 gal	
Rear Axle	16.5 L	4.4 gal	
Planetaries	1.7 L	0.4 gal	
Front Axle (4WD)	11.0 L	2.9 gal	
Planetaries	0.7 L	0.2 gal	
Hydraulic System	95.0 L	25.1 gal	

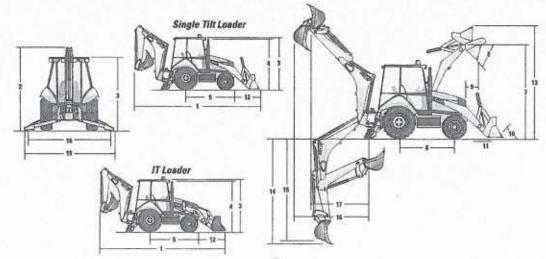
· Requires ultra-low sulfur fuel </= 15 ppm fuel sulfur

Tires

Choices listed as combination of front/rear tires:

- 12.5/80-18 (12 ply) 1-3/19.5L-24 (12 ply) ATU
- 12.5/80-18 NHS (12 ply) 1-3/21L-24 (16 ply) R4 ATU
- 340/80R 18/19.5L-24 (12 ply) R4 ATU

· 340/80R 18/500/70R 24 RT



Dimensions

	Single T	ilt Loader		IT Lo	ader with	Quick Coup	ler
					CONTRACTOR OF A DESCRIPTION OF A DESCRIP	1.00 m ³ (1 MP Bu	
7282 mm	23'11"	7200 mm	23'7"	7430 mm	24'5"	7338 mm	24'1"
7298 mm	23'11"	7216 mm	23'8"	7446 mm	24'5"	7354 mm	24'2"
7310 mm	24'0"	7274 mm	23'10"	7423 mm	24'4"	7352 mm	24'1"
7327 mm	24'0"	7290 mm	23'11"	7440 mm	24'5"	7369 mm	24'2"
3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"
3631 mm	11'11"	3631 mm	11'11"	3631 mm	11'11*	3631 mm	11'11'
2322 mm	7'7*	2322 mm	7'7"	2322 mm	7'7°	2322 mm	7'7"
2819 mm	9.3.	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"
2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"
381 mm	1'3"	432 mm	1'5"	396 mm	1'4"	386 mm	1'3"
294 mm	1'0"	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"
2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"
1895 mm	6'3*	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3"
1714 mm	5'7'	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"
2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"
	GP Bu 7282 mm 7298 mm 7310 mm 7327 mm 3577 mm 3631 mm 2322 mm 2819 mm 2744 mm 381 mm 294 mm 2705 mm 1895 mm 1714 mm	0.96 m³ (1.25 yd³) GP Bucket 7282 mm 23'11" 7298 mm 23'11" 7310 mm 24'0" 7327 mm 24'0" 3577 mm 11'9" 3631 mm 11'11" 2322 mm 7'7" 2819 mm 9'3" 2744 mm 9'0" 381 mm 1'3" 294 mm 1'0" 2705 mm 8'10" 1895 mm 6'3" 1714 mm 5'7"	GP Bucket MP Bucket 7282 mm 23'11" 7200 mm 7298 mm 23'11" 7216 mm 7310 mm 24'0" 7274 mm 7327 mm 24'0" 7290 mm 3577 mm 11'9" 3577 mm 3631 mm 11'11" 3631 mm 2322 mm 7'7" 2322 mm 2819 mm 9'3" 2819 mm 2744 mm 9'0" 2744 mm 381 mm 1'3" 432 mm 294 mm 1'0" 294 mm 2705 mm 8'10" 2705 mm 1895 mm 6'3" 1895 mm 1714 mm 5'7" 1714 mm	0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) GP Bucket MP Bucket 7282 mm 23'11" 7200 mm 23'7" 7298 mm 23'11" 7216 mm 23'8" 7310 mm 24'0" 7274 mm 23'10" 7327 mm 24'0" 7290 mm 23'11" 3577 mm 11'9" 3577 mm 11'9" 3631 mm 11'11" 3631 mm 11'11" 2322 mm 7'7" 2322 mm 7'7" 2819 mm 9'3" 2819 mm 9'3" 2744 mm 9'0" 2744 mm 9'0" 381 mm 1'3" 432 mm 1'5" 294 mm 1'0" 294 mm 1'0" 2705 mm 8'10" 2705 mm 8'10" 1895 mm 6'3" 1895 mm 6'3" 1714 mm 5'7" 1714 mm 5'7"	0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1 GP Bucket MP Bucket GP Bu 7282 mm 23'11" 7200 mm 23'7" 7430 mm 7298 mm 23'11" 7216 mm 23'8" 7446 mm 7310 mm 24'0" 7274 mm 23'10" 7423 mm 7327 mm 24'0" 7290 mm 23'11" 7440 mm 3577 mm 11'9" 3577 mm 11'9" 3577 mm 3631 mm 11'11" 3631 mm 11'11" 3631 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2819 mm 9'3" 2819 mm 9'3" 2819 mm 2744 mm 9'0" 2744 mm 9'0" 2744 mm 381 mm 1'3" 432 mm 1'5" 396 mm 294 mm 1'0" 294 mm 1'0" 294 mm 2705 mm 8'10" 2705 mm 6'3" 1895 mm 1895 mm 6'3" 1895 mm 6'3" 1895 mm <td>0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1.25 yd³) GP Bucket MP Bucket GP Bucket 7282 mm 23'11" 7200 mm 23'7" 7430 mm 24'5" 7298 mm 23'11" 7216 mm 23'8" 7446 mm 24'5" 7310 mm 24'0" 7290 mm 23'11" 7446 mm 24'5" 7310 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 7327 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 3577 mm 11'9" 3577 mm 11'9" 3577 mm 11'9" 3631 mm 11'11" 3631 mm 11'11" 3631 mm 11'11" 2322 mm 7'7" 2322 mm 7'7" 2322 mm 7'7" 2819 mm 9'3" 2819 mm 9'3" 2819 mm 9'3" 2744 mm 9'0" 2744 mm 9'0" 2744 mm 9'0" 381 mm 1'3" 432 mm 1'5" 396 mm 1'4" 294 mm<td>0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1.25 yd³) 1.00 m³ (1 GP Bucket MP Bucket GP Bucket MP Bucket 7282 mm 23'11" 7200 mm 23'7" 7430 mm 24'5" 7338 mm 7298 mm 23'11" 7216 mm 23'8" 7446 mm 24'5" 7354 mm 7310 mm 24'0" 7274 mm 23'10" 7423 mm 24'5" 7352 mm 7327 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 7369 mm 3577 mm 11'9" 3577 mm 11'9" 3577 mm 11'9" 3577 mm 3631 mm 11'11" 3631 mm 11'11" 3631 mm 11'11" 3631 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2819 mm 9'3" 2819 mm 9'3" 2819 mm 9'3" 2819 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2'7" 2322 mm 244 mm 9'0" 2744</td></td>	0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1.25 yd³) GP Bucket MP Bucket GP Bucket 7282 mm 23'11" 7200 mm 23'7" 7430 mm 24'5" 7298 mm 23'11" 7216 mm 23'8" 7446 mm 24'5" 7310 mm 24'0" 7290 mm 23'11" 7446 mm 24'5" 7310 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 7327 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 3577 mm 11'9" 3577 mm 11'9" 3577 mm 11'9" 3631 mm 11'11" 3631 mm 11'11" 3631 mm 11'11" 2322 mm 7'7" 2322 mm 7'7" 2322 mm 7'7" 2819 mm 9'3" 2819 mm 9'3" 2819 mm 9'3" 2744 mm 9'0" 2744 mm 9'0" 2744 mm 9'0" 381 mm 1'3" 432 mm 1'5" 396 mm 1'4" 294 mm <td>0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1.25 yd³) 1.00 m³ (1 GP Bucket MP Bucket GP Bucket MP Bucket 7282 mm 23'11" 7200 mm 23'7" 7430 mm 24'5" 7338 mm 7298 mm 23'11" 7216 mm 23'8" 7446 mm 24'5" 7354 mm 7310 mm 24'0" 7274 mm 23'10" 7423 mm 24'5" 7352 mm 7327 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 7369 mm 3577 mm 11'9" 3577 mm 11'9" 3577 mm 11'9" 3577 mm 3631 mm 11'11" 3631 mm 11'11" 3631 mm 11'11" 3631 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2819 mm 9'3" 2819 mm 9'3" 2819 mm 9'3" 2819 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2'7" 2322 mm 244 mm 9'0" 2744</td>	0.96 m³ (1.25 yd³) 1.00 m³ (1.31 yd³) 0.96 m³ (1.25 yd³) 1.00 m³ (1 GP Bucket MP Bucket GP Bucket MP Bucket 7282 mm 23'11" 7200 mm 23'7" 7430 mm 24'5" 7338 mm 7298 mm 23'11" 7216 mm 23'8" 7446 mm 24'5" 7354 mm 7310 mm 24'0" 7274 mm 23'10" 7423 mm 24'5" 7352 mm 7327 mm 24'0" 7290 mm 23'11" 7440 mm 24'5" 7369 mm 3577 mm 11'9" 3577 mm 11'9" 3577 mm 11'9" 3577 mm 3631 mm 11'11" 3631 mm 11'11" 3631 mm 11'11" 3631 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2819 mm 9'3" 2819 mm 9'3" 2819 mm 9'3" 2819 mm 2322 mm 7'7" 2322 mm 7'7" 2322 mm 2'7" 2322 mm 244 mm 9'0" 2744

Loader Bucket Dimensions and Performance

		Single Tilt Loader IT Loader with Quick Coupler							
			1.25 yd³) ucket		1.31 yd³) ucket	0.96 m ³ (GP Br		1.00 m ³ (MP B	
	Capacity (SAE Rated)	0.96 m ³	1.25 yd3	1.0 m ³	1.31 yd ³	0.96 m ³	1.25 yd ³	1.0 m ³	1.31 yd ³
	Overall Bucket Width	2262 mm	89 in	2279 mm	90 in	2262 mm	89 in	2279 mm	90 in
	Lift Capacity at Maximum Height	3283 kg	7,237 lb	3097 kg	6,828 lb	3716 kg	8,193 lb	3448 kg	7,601 lb
	Lift Breakout Force	49 809 N	11,197 lbf	49 019 N	11,020 lbf	51 085 N	11,484 lbf	49 452 N	11,117 lbf
	Tilt Breakout Force	50 190 N	11,283 lbf	57 555 N	12,938 lbf	46 286 N	10,405 lbf	50 349 N	11,318 lbf
	Tipping Load at Breakout Point	6914 kg	15,243 lb	7011 kg	15,456 lb	6218 kg	13,709 lb	6309 kg	13,909 lb
7	Maximum Hinge Pin Height	3474 mm	11'5"	3474 mm	11'5"	3490 mm	11'5'	3490 mm	11'5"
8	Dump Angle at Full Height	4	4°	44	10	44	te.	44	to.
	Dump Height at Maximum Angle	2746 mm	9'0"	2798 mm	9'2'	2679 mm	8'9"	2745 mm	9'0"
9	Dump Reach at Maximum Angle	808 mm	2'8"	716 mm	2'4"	869 mm	2'10'	814 mm	2'8"
10	Maximum Bucket Rollback at Ground Level	3	7°	38	30	40)°	39)°
11	Digging Depth	83 mm	3°	110 mm	4"	105 mm	4"	95 mm	4"
	Maximum Grading Angle	11	2°	11	6°	11	0°	11	2°
	Width of Dozer Cutting Edge	N	/A	2262 mm	7'5'	N/	A.	2262 mm	7'5"
12	Grill to Bucket Cutting Edge, Carry Position	1487 mm	4'11"	1451 mm	4'9"	1600 mm	5'3"	1529 mm	5'0"
13		4355 mm	14'3"	4404 mm	14'5"	4407 mm	14'6"	4480 mm	14'8"
	Jaw Opening Maximum	N	/A	790 mm	2'7"	N/	/A	790 mm	2'7*
	Bucket Jaw Clamping Force	N	/A	55 700 N	12,521 lbf	N/	/A	55 700 N	12,521 lbf
	Weight (does not include teeth or forks)	451 kg	994 lb	745 kg	1,642 lb	447 kg	985 lb	724 kg	1,596 lb
la	ckhoe Dimensions and Performance	V7.22012	SAMON PER	1000000000000000	-steraster, Dui	1. Store 1. 1997		in the second	ocounted

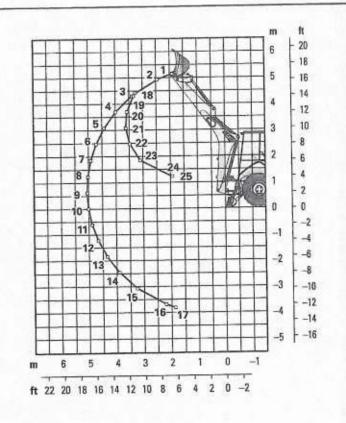
	Standa	rd Stick	E-Stick I	Retracted	E-Stick	Extended
14 Digging Depth, SAE (max.)	4686 mm	15'4"	4795 mm	15'9'	5935 mm	19'6"
15 Digging Depth, 610 mm (2 ft) Flat Bottom	4660 mm	15'3"	4766 mm	15'8"	5906 mm	19'5"
Reach from Rear Axle Centerline at Ground Line	7133 mm	23'6"	7227 mm	23'10"	8316 mm	27'5"
16 Reach from Swing Pivot at Ground Line	6043 mm	19'10"	6137 mm	20'2"	7226 mm	23'9"
Maximum Operating Height	6007 mm	19'9"	6075 mm	20'0"	6958 mm	22'11"
Loading Height	3961 mm	13'0"	3921 mm	12'10"	4533 mm	14'10"
17 Loading Reach	1855 mm	6'1"	2022 mm	6'8"	3003 mm	9'10"
Swing Arc	18	30°	18	10°	18	30°
Bucket Rotation	20)5°	20)5°	20)5°
18 Stabilizer Spread, Operating Position (center)	3310 mm	10'10"	3310 mm	10'10"	3310 mm	10'10"
Stabilizer Spread, Operating Position (outside)	3770 mm	12'4"	3770 mm	12'4"	3770 mm	12'4*
Stabilizer Spread, Transport Position	2322 mm	7'7'	2322 mm	7'7"	2322 mm	7'7*
Bucket Dig Force	71 864 N	16,156 lbf	70 870 N	15,932 lbf	70 870 N	15,932 lbf
Stick Dig Force	44 778 N	10,067 lbf	43 841 N	9,856 lbf	32 414 N	7,287 lbf
	7/13					

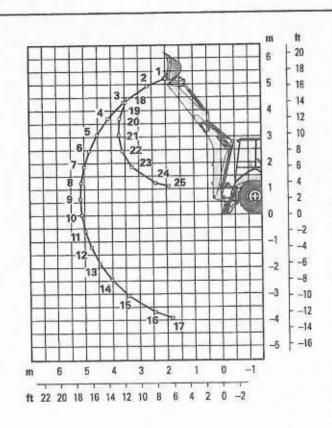
Backhoe Lift Capacity

Cat 430F2/430F2 IT Star	ndard Stic	k	
Boom Lifting		kg	lb
	1	1508	3,318
	2	1782	3,921
	3	1936	4,258
	4	1925	4,236
	5	1878	4,131
and the second second	6	1819	4,001
and the second second second	7	1757	3,866
	8	1698	3,735
and the second second second	9	1641	3,610
	10	1588	3,493
	11	1539	3,387
	12	1496	3,291
	13	1459	3,211
	14	1432	3,151
	15	1425	3,136
	16	1503	3,307
	17	1573	3,461
Stick Lifting		kg	lb
	18	2453	5,397
	19	2636	5,800
	20	2830	6,226
	21	2773	6,100
	22	2906	6,394
	23	3367	7,408
	24	6152	13,535
	25	6240	13,728



Cat 430F2/430F2 IT Ext Boom Lifting		kg	lb
Doom Enting	1	1250	2,751
	2	1541	3,391
and the second states	3	1663	3,659
	4	1654	3,639
	5	1610	3,542
	6	1555	3,421
	7	1497	3,294
	8	1441	3,169
	9	1386	3,049
	10	1335	2,936
	11	1287	2,832
	12	1244	2,738
	13	1207	2,656
	14	1178	2,593
	15	1166	2,565
	16	1211	2,665
	17	1316	2,896
Stick Lifting		kg	lb
	18	2158	4,747
	19	2367	5,208
	20	2538	5,583
	21	2486	5,469
	22	2599	5,719
	23	2979	6,553
	24	4516	9,934
	25	6083	13,382

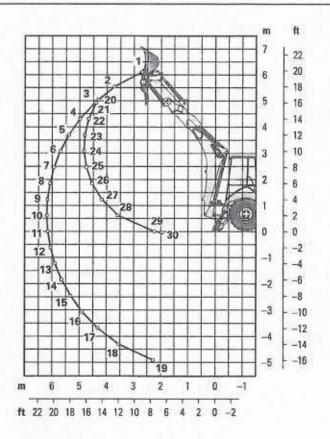




Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

Backhoe Lift Capacity

Cat 430F2/430F2 IT Exte	endible S		
Boom Lifting	Sec. 10	kg	lb
	1	679	1,493
	2	1017	2,237
	3	1124	2,474
	4	1158	2,547
	5	1167	2,553
	6	1149	2,527
	7	1129	2,484
	8	1106	2,433
	9	1081	2,378
	10	1056	2,323
	11	1032	2,270
	12	1009	2,220
	13	989	2,176
	14	972	2,138
	15	959	2,111
	16	954	2,100
	17	963	2,119
	18	1005	2,210
	19	1211	2,663
Stick Lifting		kg	lb
	20	1197	2,633
	21	1277	2,810
	22	1565	3,444
	23	1735	3,817
	24	1715	3,774
	25	1753	3,856
	26	1860	4,092
	27	2079	4,575
	28	2563	5,638
	29	4910	10,802
	30	5883	12,943



Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

Counterweights (Minimum Counterweight Recommendations) Standard Stick

Stanuaru Stien		Sinal	e-Tilt	IT Loader w/QC	
Loader Bucket	Power Train	kg	lb	kg	lb
GP	4WD	240	530	no count	erweight
MP	4WD	no count	erweight	no count	erweight
Forks	4WD	N/A	N/A	no count	erweight
Material Handling Arm	4WD	N/A	N/A	no count	erweight

Extendible Stick							
		Sing	Single-Tilt		IT Loader w/QC		
Loader Bucket	Power Train	kg	lb	kg	lb		
GP	4WD	460	1,015	240	530		
MP	4WD	240	530	no count	erweight		
Forks	4WD	N/A	N/A	240	530		
Material Handling Arm	4WD	N/A	N/A	240	530		

Backhoe Buckets (With weld on adapters and pin-on teeth)

Wi	dth	Rated Capacity		We	ight	No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Teeth ft3 L lb in kg mm 2.1 134 295 305 12 60 18 100 3.5 155 341 457 4.9 182 402 610 24 140 6.7 210 463 762 30 190

Weight

No. of

4

6

8

10

Rated Capacity

Heavy Duty - Pin Lock

Width

Coral

Wi	dth	th Rated Capacity		Weight		No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	96	3.4	113	249	3
406	16	123	4.3	131	288	3
457	18	139	4.9	139	307	4
610	24	207	7.3	168	370	5
762	30	275	9.7	194	428	5
914	36	345	12.2	224	494	6

Wi	dth	Rated C	apacity	We	ight	No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	96	4.6	113	287	3
406	16	123	5.6	131	327	3
457	18	139	6.5	139	346	4
610	24	207	9.6	168	414	5
762	30	275	12.9	194	475	5
914	36	345	16.2	224	543	6

Wi	dth	Rated C	apacity	We	Weight	
mm	in	L	ft ³	kg	lb	Teeth
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	151	333	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6
Soil Exca	vation				-	-
	1.1	B . 10	00020002000	3.67	* () * (2)	1440004

Weight

Wi	dth	Rated Capacity		Weight		Rated Capacity Weight		No. of
mm	in	L	ft ^a	kg	lb	Teeth		
457	18	180	6.4	155	341	4		
610	24	240	8.5	182	402	5		
762	30	320	11.3	206	454	5		
914	36	380	13.4	233	513	6		

Heavy Duty Rock

Heavy Duty

Wie	đth	Rated C	apacity	Weight		No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Boom transport lock
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid

- Flashing hazards/signal lights
- # Floor mat
- Fuel tank, fully enclosed
- Four Wheel Drive
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- m High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XTTM
- Hydraulic oil cooler
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/ charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavatorstyle with pattern changer
- E Key start/stop system
- LCD screen: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info

- Lights, working (4 front, 4 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- I Loader, single tilt
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Radio ready cab
- Seat belt, retractable, 51 mm (2 in)
- E Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering wheel
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

OPTIONAL EQUIPMENT

- Battery, additional, 880 CCA
- Cab, deluxe
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for GP, MP or Quick Coupler)

- Hydraulic valves, backhoe 6 function
- Hydraulic lines, combined function auxiliary
- Loader, IT with Quick Coupler and pilot loader control
- Product Link™, satellite, PL631E
- Product Link, cellular, PL6411
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, pin lock
- Radio and CD player
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)

- Security system keypad
- Stabilizer pads, reversible
- Stick, extendible
- Storage box
- Transmission, AutoShift
- Transmission, AutoShift with lock-up torque converter
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

AEHQ7380 (12-14)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT. CATERPILLAR SAFETY CAT COM their respective innes "Caternillar Velloud 2612he "Downer Edge" trade dense of



Dan Gombac

From:	Pete Swanson <swansonp@pattencat.com></swansonp@pattencat.com>
Sent:	Wednesday, September 16, 2015 11:51 AM
To:	Dan Gombac
Subject:	Re: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

We cannot "piece meal" rentals. We would need to do it all in one continuous uninterrupted rental.

You can try to sell your machine yourself if you'd like. We have customers either in state or out of state that we will sell your machine to. It's generally always "As is."

Pete N. Swanson Patten Cat Machine Sales Rep. (M)630-936-0626 (F)630-279-0121 swansonp@pattencat.com

On Sep 16, 2015, at 10:58 AM, "Dan Gombac" < dgombac@darienil.gov> wrote:

Pete:

If we elect to rent a hammer on a as needed basis or a daily rate is that an option? Regarding the trade in value, is there info avail for comps. In other words, is there info in the industry that the used Cat is selling for \$20,000-\$40,000? Is it correct to say that Cat would take our trade in and rebuild it at a cost \$ and retail as a used machine?

Daniel Gombac Director of Municipal Services 630-353-8106

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

Follow the link below and subscribing is simple! http://www.darien.il.us/Departments/Administration/Ci tyNews.html

From: Pete Swanson [mailto:swansonp@pattencat.com] Sent: Wednesday, September 16, 2015 10:19 AM To: Dan Gombac Cc: Kris Throm Subject: RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Dan,

Regarding the year, I spoke with Kris and it did not make any difference to him. I cannot tell you what you will get. If we are able to get one thru the Cat Staging Area we will do that, chances are it will be a 2015. If we have to go to the factory, which will probably take longer, you will be getting the 2016.

There is no difference in the pricing unless you opted to order next year.

As far as the hammer situation, I have talked to a few people and we really cannot guarantee the hammer and its compatibility because of Age and it being a non-Cat hammer.

Thank you,

Pete Swanson Machine Sales Representative 635 W. Lake Street | Elmhurst, IL 60126 Cell: 630-936-0626 swansonp@pattencat.com | PattenCat.com

From: Dan Gombac [mailto:dgombac@darienil.gov] Sent: Monday, September 14, 2015 3:41 PM To: Pete Swanson Cc: Dan Salvato; Tom Masek Subject: RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Thanks only part that is left whether the machine will be a 2015 or 16

Daniel Gombae Director of Municipal Serviceo 630-353-8106

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DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! http://www.darien.il.us/Departments/Administration/Ci tyNews.html

From: Pete Swanson [mailto:swansonp@pattencat.com] Sent: Monday, September 14, 2015 3:05 PM To: Dan Gombac Subject: RE: 2016 Caterpillar Backhoe/Loader Model No 430F2 HRC Quote111527-01

Dan,

The breakdown of the discount for the CAT BHL hammer quoted is as follows:

\$30,890 -7,900 \$22,990

Pete Swanson

MEMO

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2015 CATERPILLAR BACKHOE/LOADER MODEL NO 430F2 FROM PATTEN CAT IN AN AMOUNT NOT TO EXCEED \$119,940.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE

COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to purchase one new 2015 Caterpillar Backhoe/Loader Model No 430F2 from Patten Cat in an amount not to exceed \$119,940.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:			
NAYS:			
ABSENT:			

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

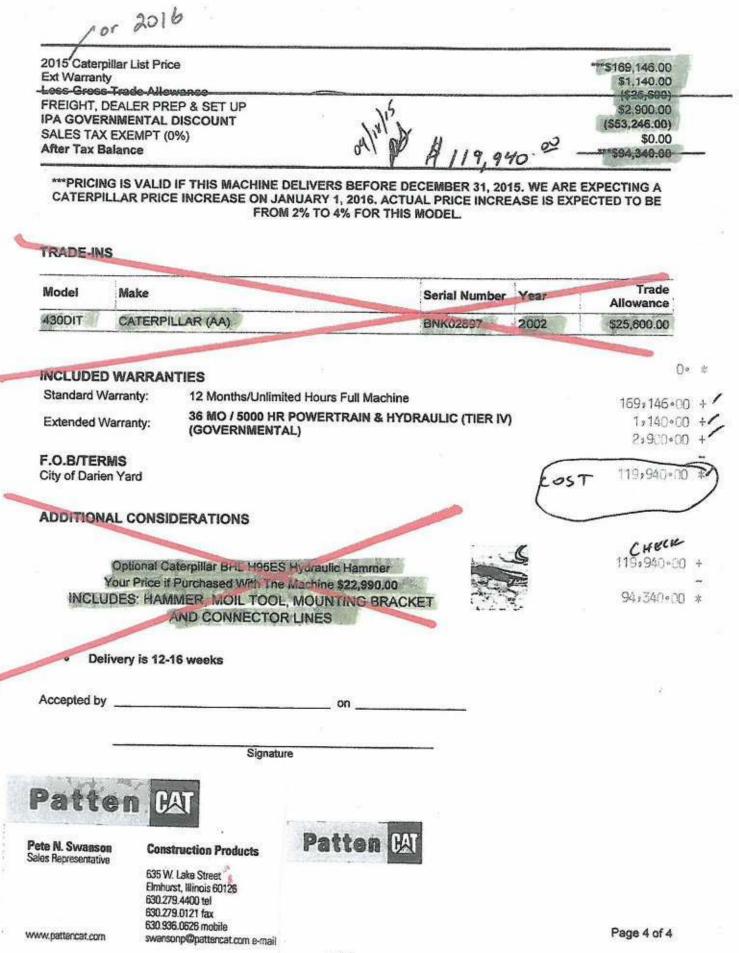
APPROVED AS TO FORM:

CITY ATTORNEY

Patten Industries

RES

Quote 111527-01





Quote 111527-01

August 31, 2015

CITY OF DARIEN/PUBLIC WORKS 1702 PLAINFIELD ROAD DARIEN Illinois 60561

Attention: KRIS THROM

Dear Kris,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

2015 012
2: 2016

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.

Sincerely,

Pete Swanson

Pete Swanson Machine Sales Representative

CATERPILLAR Model: 430F2 HRC BACKHOE LOADER

STANDARD EQUIPMENT

BOOMS, STICKS AND LINKAGES - 15' Center pivot excavator style - backhoe - Pilot operated joystick hydraulic controls with pattern changer valve - Pilot operated stabilizer controls - Boom transport lock - Swing transport lock - Street pads stabilizer shoes - Anti-drift hydraulics - (Boom, Stick and E-Stick) - Cat Cushion Swing(tm) system - Bucket level indicator - Lift cylinder brace - Return-to-dig (auto bucket Positioner) - Self-leveling loader with single lever - control - Transmission neutralizer switch - Single Tilt Loader

POWERTRAIN - Cat C4.4, 86kW (Net 108 HP/81kW) - Direct Injection Turbo Charged Engine, - with ACERT technology. - US EPA Tier4 Final Emissions Compliant with Selective Catalytic Reduction(SCR) - Water separator with service indicator - Thermal starting aid system - Eco mode - A dry-type axial seal air cleaner with - integral Precleaner, automatic dust ejection system and filter condition indicator - Hydraulically boosted multi-plate wet - disk brake with dual pedals and interlock - Differential lock - Drive-line parking brake - High Ambient Cooling Package - Torque converter - Transmission--four speed synchro mesh with power shuttle and neutral safety switch - Spin-on fuel, engine oil and transmission oil filters - Outboard planetary rear axles - Open Circuit Breather

HYDRAULICS - Load sensing, variable flow system with 43 GPM axial piston pump - 6 micron hydraulic filter - O-ring face seal hydraulic fittings - Caterpillar XT-3 hose - Hydraulic oil cooler - Pilot control shutoff switch - PPPC, Flow-sharing hydraulic valves - Hydraulic suction strainer - 12 volt electrical start

ELECTRICAL - 12 volt electrical start - 150 ampere alternator - Horn and Backup Alarm - Hazard flashers/turn signals - Halogen head lights (4) - Halogen rear flood lights (4) - Stop and tail lights - Audible system fault alarm - Key start/stop system - 880 CCA maintenance free battery - Battery disconnect switch - External/internal power receptacles (12v) - Diagnostic ports for engine and machine - Electronic Control Modules - Remote jump start connector

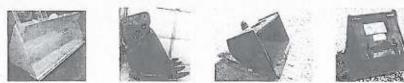
OPERATOR ENVIRONMENT - Lighted gauge group - Interior rearview mirror - Rear fenders - ROPS canopy - 2-inch retractable seat belt - Tilt steering column - Steering knob - Hand and foot throttle - Automatic Engine Speed Control - One Touch Low Idle - Floor mat and Coat Strap - Lockable storage area - Air suspension seat

OTHER STANDARD EQUIPMENT - Hydrostatic power steering - Standard Storage Box - Transport tie-downs -Ground line fill fuel tank with 44 gallon capacity - Ground line fill diesel exhaust fluid - tank with 5 gallon capacity -Rubber impact strips on radiator guards - Bumper - CD-ROM Parts Manual - Backhoe Safety Manual - Operations and Maintenance Manual - Lockable hood - Tire Valve Stem Protection - Long Life Coolant -30C (-20F) - Padlocks (2 on ST, 3 on IT)



MACHINE SPECIFICATIONS

Description	Reference No	List Price
430F2 BHL ST, TIER 4, HRC	450-8452	\$101,440.00
PLATE GROUP - BOOM WEAR	270-3204	\$203.00
COUNTERWEIGHT, 1015 LBS	337-9696	\$1,725.00
TIRES, 12.5 80/19.5L-24, GY	379-2161	\$1,450.00
SECURITY SYSTEM, KEYPAD	387-6570	\$486.00
RADIO & CD PLAYER, BLUETOOTH	387-6598	\$695.00
FAN, DELUXE CAB	387-6682	\$225.00
RIDE CONTROL	398-2681	\$1,455.00
LINES, COMBINED AUX, E-STICK	398-2855	\$3,415.00
COLD WEATHER PACKAGE, 120V HRC	398-2882	\$760.00
SEAT, DELUXE FABRIC	433-4806	\$900.00
PRODUCT LINK, CELLULAR, PL6411	447-0049	\$1,208.00
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533	\$2,695.00
LINES, HYD COUPLER 16FT E-STICK	450-8580	\$2,324.00
PT, 4WD, AUTOSHIFT	450-8616	\$13,010.00
CAB, DELUXE	450-8683	\$8,200.00
AIR CONDITIONER, T4	450-8715	\$2,330.00
STICK, EXTENDABLE, 16FT	450-8732	\$2,324.00
ENGINE, 86KW, C4.4 ACERT, T4F	450-8761	\$6,900.00
COUPLING, QD, THREADED WITH CAPS	456-3390	\$363.00
STABILIZER PADS, FLIP-OVER	9R-6007	\$327.00
RUST PREVENTATIVE APPLICATOR	0G-3273	\$106.00
SHIPPING/STORAGE PROTECTION	0P-2266	\$200.00
BELT, SEAT, 2" SUSPENSION	206-1747	INCLUDED
INSTRUCTIONS, ANSI	430-9944	INCLUDED
PACK, DOMESTIC TRUCK	0P-0210	INCLUDED
LANE 2 ORDER	0P-9002	INCLUDED
SERIALIZED TECHNICAL MEDIA KIT	421-8926	INCLUDED
BUCKET-GP, 1.5 CYD	337-7401	\$4,061.00
CUTTING EDGE, TWO PIECE, WIDE	9R-5320	\$329.00
BUCKET-HD, 24", 7.3 CFT PL	247-1950	\$1,810.00
BUCKET, 48" 0.44 CYD (DCQ)	275-8776	\$2,860.00
WAIN ROY SWINGER COUPLER FOR 430F2	1022366	\$4,568.00
WAIN ROY SWINGER LOCK OUT KIT	108621	\$211.00



4/12



Cat[®] 430F2/430F2 IT

BACKHOE LOADER

The Cat[®] 430F2 and 430F2 IT Backhoe Loaders deliver performance, increased fuel efficiency, superior hydraulic system, versatility and an all new operator station. The 430F2 and 430F2 IT feature the following:

- Ergonomic Operator Station Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- Load Sensing Hydraulics The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- Machine Performance The Cat C4.4 ACERT[™] engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- Machine Versatility A broad range of performance matched Cat Work Tools make the Cat Backhoe Loader the most versatile machine on the job site. All Backhoe Loaders have standard thumb ready sticks. The Integrated Tool Carrier (IT Loader) provides versatility and allows quick connection to a variety of Cat Work Tools.
- Dual Lock Coupler Cat dual lock coupler is available from the factory with either mechanical or hydraulic operation. The coupler makes work tool changes quick and easy.

Specifications

Engine

cnyme			
Engine Model	Cat C4.4 A	CERT	Î
Gross Power			
SAE J1995	87 kW	117 hp	
ISO 14396	86 kW	115 hp	
Rated Net Power @ 2,200 rpm			
SAE J1349	80 kW	108 hp	
ISO 9249	81 kW	109 hp	
EEC 80/1269	81 kW	109 hp	
Net Peak Power @ 1,800 rpm			
SAE J1349	82 kW	110 hp	
ISO 9249	83 kW	111 hp	
EEC 80/1269	83 kW	111 hp	
Bore	105 mm	4.13 in	
Stroke	127 mm	5 in	
Displacement	4.4 L	268 in ³	
Net Torque Rise @ 1,400 rpm	39%		
SAE J1349	488 N-m	360 lbf-ft	

Engine meets Tier 4 Final/Stage IV emission standards.

Weights*

recignica		
Operating Weight - Nominal	8330 kg	18,364 lb
Operating Weight – Maximum	11 000 kg	24,251 lb
Cab, ROPS/FOPS	163 kg	359 lb
AutoShift Transmission	238 kg	525 lb
Ride Control	14 kg	31 lb
Air Conditioning	42 kg	93 lb
MP Bucket (0.96 m ³ /1.25 yd ³) (no forks or teeth)	745 kg	1,642 ib
Loader, IT with Quick Coupler	317 kg	699 lb
Extendible Stick	305 kg	673 lb
Counterweights (Option 1)	115 kg	255 lb
Counterweights (Option 2)	240 kg	530 lb
Counterweights (Option 3)	460 kg	1,015 lb

*Specifications shown are for machine equipped with 1.0 m³ (1.31 yd³) general purpose loader bucket, 610 mm (24 in) standard duty backhoe bucket, 460 kg (1,015 lb) counterweight, all wheel drive, 80 kg (176 lb) operator and full fuel tank.



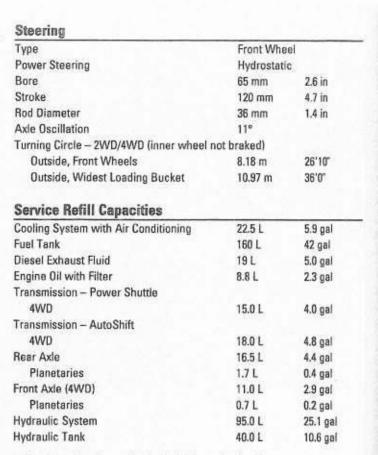
Transmission

Power Shuttle Transm	ission - Sta	indard		
Forward – 1st			5.4 km/h	3.4 mph
2nd			9.0 km/h	5.6 mph
3rd			21 km/h	13 mph
4th			40 km/h	25 mph
Reverse - 1st			5.4 km/h	3.4 mph
2nd			9.0 km/h	5.6 mph
3rd			21 km/h	13 mph
4th			40 km/h	25 mph
	Auto Transm – Opti	ission	AutoShift Tr with Lock- Converter	Up Torque
Forward – 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph
2nd	9.3 km/h	5.7 mph	9.3 km/h	5.7 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	19 km/h	12 mph	19 km/h	12 mph
5th	26 km/h	16 mph	23 km/h	14 mph
5th LUC	-	-	25 km/h	15 mph
6th	40 km/h	25 mph	40 km/h	25 mph
Reverse - 1st	5.8 km/h	3.6 mph	5.8 km/h	3.6 mph
2nd	12 km/h	7.6 mph	12 km/h	7.6 mph
3rd	28 km/h	17 mph	28 km/h	17 mph
Axle Ratings				
Front Axle, 2WD				
Static			22 964 kg	50,582 lb
Dynamic			9186 kg	20,233 lb
Front Axle, 4WD			Section Street	0.0000000000000000000000000000000000000
Static			22 964 kg	50,582 lb
Dynamic			9186 kg	20,233 lb
Rear Axle			NO INCOMENTATION	and Mile Marsel
Static			22 964 kg	50,582 lb
Dynamic			9186 kg	20,233 lb

Hydraulic System

Type Pump Type Pump Capacity @ 2,200 rpm System Pressure – Backhoe System Pressure – Loader

Closed Cent	er
Variable Flor	w, Axial Piston
163 L/min	43 gal/min
25 000 kPa	3,600 psi
25 000 kPa	3,600 psi



Requires ultra-low sulfur fuel </= 15 ppm fuel sulfur

Tires

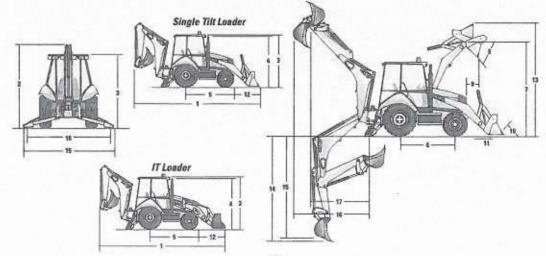
Choices listed as combination of front/rear tires:

12.5/80-18 (12 ply) 1-3/19.5L-24 (12 ply) ATU

12.5/80-18 NHS (12 ply) 1-3/21L-24 (16 ply) R4 ATU

340/80R 18/19.5L-24 (12 ply) R4 ATU

340/80R 18/500/70R 24 RT



Dimensions

		Single T	ilt Loader		IT Lo	ader with	Quick Coup	ler
	0.96 m ³ (1 GP Bu		1.00 m ³ (1 MP Bu	0.000 0.000 0.000	0.96 m ³ (1 GP Bu		1.00 m³ (1 MP Bu	
1 Overall Length (Loader on Ground) - Standard Stick	7282 mm	23'11"	7200 mm	23'7"	7430 mm	24'5'	7338 mm	24'1"
Overall Length (Loader on Ground) - Extendible Stick	7298 mm	23'11"	7216 mm	23'8"	7446 mm	24'5"	7354 mm	24'2"
Overall Transport Length – Standard Stick	7310 mm	24'0"	7274 mm	23'10"	7423 mm	24'4"	7352 mm	24'1"
Overall Transport Length – Extendible Stick	7327 mm	24'0"	7290 mm	23'11"	7440 mm	24'5'	7369 mm	24'2"
2 Overall Transport Height – Standard Stick	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"	3577 mm	11'9"
Overall Transport Height – Extendible Stick	3631 mm	11'11"	3631 mm	11'11"	3631 mm	11'11'	3631 mm	11'11"
Overall Width	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7'
3 Height to Top of Cab/Canopy	2819 mm	9,3,	2819 mm	9'3"	2819 mm	9'3"	2819 mm	9'3"
4 Height to Top of Exhaust Stack	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"	2744 mm	9'0"
Height to Loader Hinge Pin (Transport)	381 mm	1'3"	432 mm	1'5"	396 mm	1'4"	386 mm	1'3'
Ground Clearance (minimum)	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"	294 mm	1'0"
5 Rear Axle Centerline to Front Grill	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"	2705 mm	8'10"
Front Wheel Tread Gauge	1895 mm	6'3"	1895 mm	6'3"	1895 mm	6'3'	1895 mm	6'3"
Rear Wheel Tread Gauge	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"	1714 mm	5'7"
6 Wheelbase 2WD/4WD	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"	2200 mm	7'3"

Loader Bucket Dimensions and Performance

			Single Ti	It Loader		IT Lo	oader with	Quick Cou	pler	
			1.25 yd³) ucket	1.00 m ³ (MP B		0.96 m ³ (GP Br		1.00 m ³ (MP B		
	Capacity (SAE Rated)	0.96 m ³	1.25 yd ³	1.0 m ³	1.31 yd3	0.96 m ³	1.25 yd3	1.0 m ³	1.31 yd ³	
	Overall Bucket Width	2262 mm	89 in	2279 mm	90 in	2262 mm	89 in	2279 mm	90 in	
	Lift Capacity at Maximum Height	3283 kg	7,237 lb	3097 kg	6,828 lb	3716 kg	8,193 lb	3448 kg	7,601 lb	
	Lift Breakout Force	49 809 N	11,197 lbf	49 019 N	11,020 lbf	51 085 N	11,484 lbf	49 452 N	11,117 lb	
	Tilt Breakout Force	50 190 N	11,283 lbf	57 555 N	12,938 lbf	46 286 N	10,405 lbf	50 349 N	11,318 lbf	
	Tipping Load at Breakout Point	6914 kg	15,243 lb	7011 kg	15,456 lb	6218 kg	13,709 lb	6309 kg	13,909 lb	
7	Maximum Hinge Pin Height	3474 mm	11'5'	3474 mm	11'5'	3490 mm	11'5'	3490 mm	11'5"	
	Dump Angle at Full Height	44	44°		44°		44°		44°	
	Dump Height at Maximum Angle	2746 mm	9.0,	2798 mm	9'2'	2679 mm	8'9"	2745 mm	9'0"	
9	Dump Reach at Maximum Angle	808 mm	2'8"	716 mm	2'4"	869 mm	2'10"	814 mm	2'8"	
0	Maximum Bucket Rollback at Ground Level	37	7°	38	3°	40)0	39	90	
11	Digging Depth	83 mm	3"	110 mm	4*	105 mm	4*	95 mm	4"	
	Maximum Grading Angle	11	2°	116°		110°		112°		
	Width of Dozer Cutting Edge	N,	/A	2262 mm	7'5	N/	A	2262 mm	7'5*	
12	Grill to Bucket Cutting Edge, Carry Position	1487 mm	4'11"	1451 mm	4'9"	1600 mm	5'3"	1529 mm	5'0"	
13	Maximum Operating Height	4355 mm	14'3"	4404 mm	14'5'	4407 mm	14'6"	4480 mm	14'8"	
	Jaw Opening Maximum	N	/A	790 mm	2'7°	N/	/A	790 mm	2'7"	
	Bucket Jaw Clamping Force	N,	/A	55 700 N	12,521 lbf	N/	'A	55 700 N	12,521 lbi	
	Weight (does not include teeth or forks)	451 kg	994 lb	745 kg	1,642 lb	447 kg	985 lb	724 kg	1,596 lb	
a	ckhoe Dimensions and Performance				Concerner ve				1010	

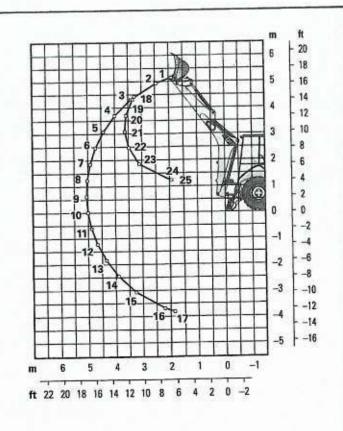
	Standa	rd Stick	E-Stick F	Retracted	E-Stick	Extended
14 Digging Depth, SAE (max.)	4686 mm	15'4"	4795 mm	15'9"	5935 mm	19'6"
15 Digging Depth, 610 mm (2 ft) Flat Bottom	4660 mm	15'3"	4766 mm	15'8"	5906 mm	19'5"
Reach from Rear Axle Centerline at Ground Line	7133 mm	23'6'	7227 mm	23'10"	8316 mm	27'5"
16 Reach from Swing Pivot at Ground Line	6043 mm	19'10"	6137 mm	20'2"	7226 mm	23'9"
Maximum Operating Height	6007 mm	19'9'	6075 mm	20'0"	6958 mm	22'11"
Loading Height	3961 mm	13'0"	3921 mm	12'10"	4533 mm	14'10"
17 Loading Reach	1855 mm	6'1"	2022 mm	6'8"	3003 mm	9'10"
Swing Arc	180°		180°		180°	
Bucket Rotation	20)5°	20	15°	20	15°
18 Stabilizer Spread, Operating Position (center)	3310 mm	10'10"	3310 mm	10'10"	3310 mm	10'10"
Stabilizer Spread, Operating Position (outside)	3770 mm	12'4"	3770 mm	12'4"	3770 mm	12'4"
Stabilizer Spread, Transport Position	2322 mm	7'7"	2322 mm	7'7"	2322 mm	7'7'
Bucket Dig Force	71 864 N	16,156 lbf	70 870 N	15,932 lbf	70 870 N	15,932 lbf
Stick Dig Force	44 778 N	10,067 lbf	43 841 N	9,856 lbf	32 414 N	7,287 lbf
	7/13					

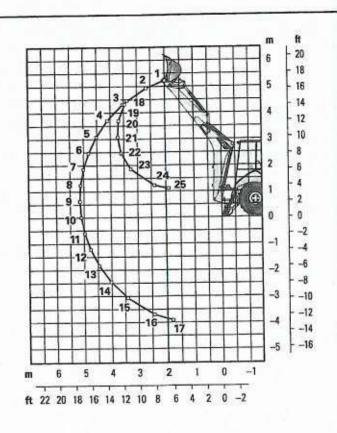
Backhoe Lift Capacity

Cat 430F2/430F2 IT Standa	rd Stick	and the second
Boom Lifting	kg	lb
1	1508	3,318
2	1782	3,921
3	1936	4,258
4	1925	4,236
5	1878	4,131
6	1819	4,001
7	1757	3,866
8	1698	3,735
9	1641	3,610
10	1588	3,493
11	1539	3,387
12	1496	3,291
13	1459	3,211
14	1432	3,151
15	1425	3,136
16	1503	3,307
17	1573	3,461
Stick Lifting	kg	lb
18		5,397
19	2636	5,800
20	2830	6,226
21	2773	6,100
22	and the second se	6,394
23	3367	7,408
24	6152	13,535
25		13,728

Cat 430F2/430F2 IT Extendible Stick - Retracted

Boom Lifting	kg	lb
1 International		2,751
2	1541	3,391
3		3,659
	1654	3,639
	5 1610	3,542
	5 1555	3,421
	7 1497	3,294
1	B 1441	3,169
	9 1386	3,049
10	0 1335	2,936
1	1 1287	2,832
1	2 1244	2,738
1:	3 1207	2,656
1	4 1178	2,593
1	5 1166	2,565
1	6 1211	2,665
1	7 1316	2,896
Stick Lifting	kg	lb
	8 2158	4,747
1	9 2367	5,208
2	0 2538	5,583
2	1 2486	5,469
2	2 2599	5,719
2	3 2979	6,553
2	4 4516	9,934
2	5 6083	13,382

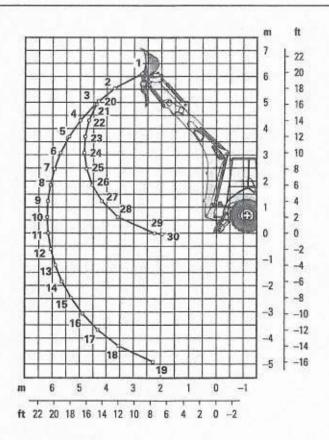




Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

Backhoe Lift Capacity

Cat 430F2/430F2 IT	Extendible S		
Boom Lifting		kg	lb
	1	679	1,493
	2	1017	2,237
	3	1124	2,474
	4	1158	2,547
	5	1167	2,553
	6	1149	2,527
	7	1129	2,484
	8	1106	2,433
	9	1081	2,378
	10	1056	2,323
	11	1032	2,270
	12	1009	2,220
	13	989	2,176
	14	972	2,138
	15	959	2,111
	16	954	2,100
	17	963	2,119
	18	1005	2,210
	19	1211	2,663
Stick Lifting		kg	lb
	20	1197	2,633
	21	1277	2,810
	22	1565	3,444
	23	1735	3,817
	24	1715	3,774
The state of the state	25	1753	3,856
	26	1860	4,092
	27	2079	4,575
n - long and a	28	2563	5,638
	29	4910	10,802
Converting and the second	30	5883	12,943



Lift Capacities are over-end values. Machine equipped with 4WD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and no counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

Counterweights (Minimum Counterweight Recommendations) Standard Stick

Standard Stien					
er en ser ser en ser		Singl	e-Tilt	IT Loader w/Q	
Loader Bucket	Power Train	kg	lb	kg	lb
GP	4WD	240	530	no count	erweight
MP	4WD	no count	erweight	no count	erweight
Forks	4WD	N/A	N/A	no count	erweight
Material Handling Arm	4WD	N/A	N/A	no count	erweight

Extendible Stick						
	14 m	Sing	le-Tilt	IT Loader w/QC		
Loader Bucket	Power Train	kg	lb	kg	lb	
GP	4WD	460	1,015	240	530	
MP	4WD	240	530	no count	erweight	
Forks	4WD	N/A	N/A	240	530	
Material Handling Arm	4WD	N/A	N/A	240	530	

Backhoe Buckets (With weld on adapters and pin-on teeth)

Width		th Rated Capacity		We	Weight		
mm in	in	L	ft ³	kg	lb	Teeth	
305	12	80	2.8	111	245	3	
457	18	120	4.2	122	268	4	
610	24	180	6.4	141	311	5	
762	30	230	8.1	157	345	5	
914	36	290	10.2	176	388	6	

Coral Weight Width **Rated Capacity** No. of Teeth L ft3 kg lb in mm 12 2.1 134 295 4 305 60 457 18 100 3.5 155 341 6 8 24 182 402 610 140 4.9 210 463 10 762 30 190 6.7

Heavy Duty - Pin Lock

Width		Rated C	apacity	We	No. of	
mm	in	L	ft ³	kg	lb	Teeth
305	12	96	3.4	113	249	3
406	16	123	4.3	131	288	3
457	18	139	4.9	139	307	4
610	24	207	7.3	168	370	5
762	30	275	9.7	194	428	5
914	36	345	12.2	224	494	6

Width		Rated C	Rated Capacity		ight	No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	151	333	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Width		Rated C	apacity	We	ight	No. of
mm	in	L	ft ^a	kg	lb	Teeth
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Heavy	Duty	Rock
-------	------	------

Width		Rated C	Rated Capacity L ft ³		Weight		
mm	nm in				lb	Teeth	
305	12	70	2.5	127	279	3	
457	18	130	4.6	146	322	4	
610	24	200	7.1	174	384	5	
762	30	270	9.5	197	434	5	
914	36	330	11.7	224	493	6	

Wi	dth	Rated C	apacity	We	ight	No. of
mm	in	L	ft ³	kg	lb	Teeth
305	12	96	4.6	113	287	3
406	16	123	5.6	131	327	3
457	18	139	6.5	139	346	4
610	24	207	9.6	168	414	5
762	30	275	12.9	194	475	5
914	36	345	16.2	224	543	6

10912

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- # Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 880 CCA
- Battery disconnect switch
- Battery remote jumpstart
- Boom transport lock
- Brace, lift cylinder
- Brake, secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C4.4 ACERT (Direct Injection) Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid

- Flashing hazards/signal lights
- Floor mat
- Fuel tank, fully enclosed
- Four Wheel Drive
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XTTM
- Hydraulic oil cooler
- Hydraulic valve, hydrostatic steering
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 5 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/ charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavatorm. style with pattern changer
- Key start/stop system
- LCD screen: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info

- Lights, working (4 front, 4 rear)
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Radio ready cab
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, fabric or vinyl cover, with armrest
- Starting system, glow plugs
- Steering, hydrostatic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering wheel
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

- Ground level fuel fill and DEF fill

OPTIONAL EQUIPMENT

- Battery, additional, 880 CCA
- Cab, deluxe
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for GP, MP or Quick Coupler)

- Hydraulic valves, backhoe 6 function
- Hydraulic lines, combined function auxiliary
- Loader, IT with Quick Coupler and pilot loader control
- Product Link[™], satellite, PL631E
- Product Link, cellular, PL6411
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, pin lock
- Radio and CD player
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)

- Security system keypad
- Stabilizer pads, reversible
- E Stick, extendible
- Storage box
- Transmission, AutoShift
- Transmission, AutoShift with lock-up torque converter
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT CATERPILLAR SAFFTY CAT COM their respective innes "Caterniller Vallout 2/12/12 "Down Edge" trade drawn

CAT'

AEH07380 (12-14)



AGENDA MEMO City Council Meeting October 5, 2015

ISSUE STATEMENT

A resolution_authorizing the Mayor to accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28

RESOLUTION

BACKGROUND/HISTORY

The new truck is to be utilized primarily for material hauling, snow plowing, and de-icing operations for the street division. The truck would be replacing unit 108, which is a 2001, Model 8500 with 48,625 miles and a rating score of 78.73. The vehicle has ongoing mechanical problems, including severe exterior rusting. Unit 108 was budgeted for replacement and the vehicle rating report is attached and labeled as <u>Attachment 1</u> (pages 1-7). Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above. The existing vehicle will be declared as surplus and a separate agenda memo will be presented at a later date for City Council approval.

The proposed cab and chassis is a 2016 Peterbilt Model 348 with a Henderson dump body, hydraulic snow plow and deicing equipment. The vehicle would be purchased through the Lake County Department of Transportation Joint Purchase Contract No. 15015, at a cost of \$103,686.28 attached and labeled as <u>Attachment 2</u> (pages 1-11). The Henderson truck body, hydraulic snow equipment package would be purchased under National Joint Power Alliance (NJPA) Contract No.80114-HPI in the amount of \$81,895.00 and as per the attached specs labeled as <u>Attachment 3</u> (pages 1-4). The total cost will be \$185,581.28.

The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROJECT NO	FY 15-16 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	CAPITAL PURCHASES TRUCK REPL UNIT 108	FYE16108C	\$ 190,000.00	\$ 185,581.28	\$ 4,418.72
01-30-4815	CAPITAL PURCHASES TRUCK DECALS	FYE16108C	N/A	\$ 800.00	\$ 3,618.72

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of the resolution_authorizing the Mayor to accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28

2016 Peterbilt Truck October 5, 2015 Page 2

ALTERNATE DECISION As recommended by the Committee.

<u>DECISION MODE</u> This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

and a second	R REPLACING CI			
UNIT NO	108	DEPARTMENT	STreets	DATE
MODEL YEAR	2001 481625	MODEL	8500	9-17-15
CURRENT MILEAGE	481625	CURRENT HOURS	MAXIMUM	VEHICLE
		and the second s	POINTS	SCORE
AGE				
AGE	Department	STRATE		
	Life Expectancy	STreets 12 years		
	Age as of Report Date	13		
	AGE: Meets Requirements	yes	20	20
		The Family		
USAGE		48.625		
	MILES	18140		
	HOURS ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	9.73
TYPE OF SERVICE				
	I-LIGHT DUTY			
	15-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	15
DEL LA DIL UTV				AND CALENCE
RELIABILITY	RELIABILTY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	12
MAINTENANCE AND REPAIR (COSTS			
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	160,000		
	LIFE TO DATE REPAIR COST	12.496.29		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	160,000 12.496,29 7.80 00		

UNIT NO	108	DEPARTMENT	STreets	DATE
MODEL YEAR	2001	MODEL	85000	9-17-15
CURRENT MILEAGE	48,625	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
PERCRNTAGES OF REPAIR POINTS	POINTS			
1 THROUGH 20	2			
21 THROUGH 40	4			
41 THROUGH 60	6			
61 THROUGH 80	8			
81 THROUGH 100	10			
	REPAIRS: Meets Requirements		10	2
CONDITION				
	CONDITION OF ENGINE COMPON OR ANTICPATED), BODY (BODY STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	15
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATU	IRES, ERGONOMICS	5	5
FOTAL POINTS			100	78.73

CFA, Inc. 09/15/2015

3:18:35 PM

CITY OF DARIEN Repair Transaction Cost Detail

Equipment#	Repair Order#	Date	Meter(1)	Shop Lo Rep Clas	20 · · · · · · · · · · · · · · · · · · ·			-
108	0000024386	10/10/01	1554	/01	08/01			
	oup-System -PME - PREV, MAINT,		Me	ch/Vendor 001	Work Acc	<u>Part(\$)</u> 18.00	Labor(\$) 0.00	<u>Hours</u> 0.00
	0000024601 -PME - PREV. MAINT.	04/12/02	3040	/01 001	08/01	23.00	0.00	0.00
117.2 P	0000024620 -PMA - PREV. MAINT.	05/03/02	3310	/01 001	08/01	20.70	56.00	2.00
	0000024801 PME - PREV. MAINT.	10/16/02	5219	/01 002	08/01	23.00	7.50	0.50
	0000025033 PME - PREV. MAINT.	04/16/03	6315	/01 001	08/01	23.00	14.00	0.50
	0000025247 PME - PREV. MAINT.	10/15/03	6943	/01 002	08/01	23.00	7.50	0.50
108	0000025462 PME - PREV. MAINT.	04/20/04	8270	/01	08/01	23.00	14.00	0.50
108	0000025680 PME - PREV. MAINT.	10/15/04	8296	01/01	08/01	23.00	7.50	0.50
108	0000025776 41 - AIR INTAKE SYS	01/07/05	8800	01/02	01/01	16.24	14.00	0.50
108	0000025899 PME - PREV, MAINT,	04/14/05	9533	01/01	08/01	25.00	7.50	0.50
108	0000026017 PMA - PREV. MAINT.	07/28/05	10480	/01	08/01	32.88	28.00	1.00
108	0000026136 PME - PREV. MAINT.	10/20/05	10974	/01	08/01	25.00	14.00	0.50
108	0000026174 57 - HYDRAULIC SYS	11/18/05	11020	/01	08/01	11.80	28.00	1.00
108	0000026413	04/24/06	12260	/01	08/01			
108	27 - XMISSION AUTO 0000026435	04/28/06	11920	001 /01	08/01	523.39	56.00	2.00
108	PME - PREV. MAINT. 0000026604	07/25/06	13850	001 /02	01/01	25.00	14.00	0.50
108	13 - BRAKES 0000026644	08/14/06	14325	001 /01	08/01	85.00	84.00	3.00
03-	PMA - PREV. MAINT. 08 - MIRRORS			001 001		33.57 23.58	56.00 14.00	2.00 0.50
	0000027045 PME - PREV. MAINT.	10/30/06	14622	/01 002	08/01	30.00	7.50	0.50
07-	0000027111 45 - POWER PLANT PMA - PREV. MAINT.	12/20/06	15456	/02 002 002	01/01	402.78 35.47	90.00 15.00	6.00 1.00
	0000027138 64 - AUGERS & V-BOXS	01/25/07	15890	/03 001	01/01	41.40	112.00	4.00
	0000027257 PME - PREV. MAINT.	04/26/07	17158	/01 001	08/01	30.00	14.00	0.50
108	0000027355	07/12/07	18900	/01	08/01			

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CITY OF DARIEN Repair Transaction Cost Detail

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Equipment#	Repair Order#	Date	Meter(1)		nop Loc/ ap Class	1 2053373733939999			
01-	PMA - PREV. MAINT.			001			39.74	42.00	1.5
108	0000027416	09/04/07	19950		/02	04/01			
	oup-System			h/Ve		Work Acc	Part(\$)	Labor(\$)	Hour
	34 - LIGHTING SYS			001			22.20	28.00	1.0
108	0000027434	09/12/07	20243		/02	01/01			
	40 - TURN SIGNALS		2012 C 101	002			38.80	30.00	2.0
06-	34 - LIGHTING SYS			002			35.89	15.00	1.0
108	0000027457	10/09/07	21120		/01	04/01			
	13 - BRAKES	1.5.00.000 000.001		001	0.000		85.55	56.00	2.0
108	0000027490	10/24/07	20729		/01	08/01			
	PME - PREV. MAINT.	10/24/07	20120	001	101	00/01	30.00	14.00	0.5
	0000027509	10/30/07	21724		/01	08/01			
	57 - HYDRAULIC SYS	10/30/07	21724	001	101	00/01	34.69	14.00	0.5
		1001107	04704	001	10.4	00104	54.05	14.00	0.0
	0000027515	10/31/07	21724	002	/01	08/01	10 10	7.50	0.5
	PMC - PREV. MAINT.			002			16.16	7.50	0.5
	0000027620	01/14/08	22815	(anada)	/01	08/01	1122122		100
	PMA - PREV. MAINT.			002			40.76	15.00	1.0
	PMB - PREV. MAINT.			002			0.00	7.50	0.5
	41 - AIR INTAKE SYS	12101012020		002	222		20.00	7.50	0.5
	0000027625	01/17/08	22815		/01	04/01			
04-	13 - BRAKES			002			44.38	7.50	0.5
	0000027803	04/10/08	24510		/01	08/01			
01-	PME - PREV. MAINT.			002			30.00	7.50	0.5
108	0000027949	06/18/08	25980		/01	08/01			
04-	13 - BRAKES			002			43.97	15.00	1.0
108	0000028003	08/11/08	27190		/01	08/01			
01-	PMA - PREV. MAINT.			001			40.06	56.00	2.0
07-	43 - EXHAUST SYS			001			461.36	56.00	2.0
108	0000028060	09/17/08	27635		/01	08/01			
06-	39 - HORN & SIREN			002			66.72	45.00	3.0
108	0000028105	10/27/08	27635		/01	08/01			
01-	PME - PREV. MAINT.			002			30.00	7.50	0.5
108	0000028177	12/12/08	27635		/01	08/01			
06-	32 - CRANKING SYS			001			1,281.65	28.00	1.0
108	0000028180	12/18/08	28402		/01	08/01			
	35 - BATTERY		20102	001	101		297.64	84.00	3.0
	0000028335	04/28/09	29863		/01	08/01			
	PME - PREV. MAINT.	04/20/03	29000	002	701	00/01	30.00	7.50	0.5
		0545400	00040		10.4	00/04	50.00	1.00	0.0
	0000028364	05/15/09	30612		/01	08/01	40.15	15.00	1.0
	PMA - PREV. MAINT. 41 - AIR INTAKE SYS			002 002			40.15	3.75	0.2
		05/40/00	20000	002	(0.4	00/04		0.10	0.21
	0000028365 16 - SUSPENSION	05/19/09	30620	001	/01	08/01	1,166.64	112.00	4.0
	PME - PREV. MAINT.			001			461.94	56.00	2.0
Smars		0040000	04400		104	00/04	TV LIVT	00.00	2.0
108	0000028485	08/12/09	31438	002	/01	08/01	262.41	15.00	1.00

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CITY OF DARIEN Repair Transaction Cost Detail

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Equipment#	Repair Order#	Date	Meter(1)	Shop Loc Rep Class	1.1			
108	0000028560	10/13/09	31453	/01	08/01			
	u <u>p-System</u> PME - PREV. MAINT.		Med	ch/Vendor 002	Work Acc	Part(\$) 30.00	<u>Labor(\$)</u> 7.50	<u>Hour</u> 0.5
	0000028645 44 - FUEL SYS	12/10/09	31930	01/02 001	01/01	26.56	28.00	1.0
	0000028746	02/02/40	24050		00/04	20.00	20.00	1.0
	PMA - PREV. MAINT.	03/03/10	34050	01/01 001	08/01	42.71	70.00	2.5
	0000028763 PMB - PREV. MAINT.	03/10/10	34050	01/02 001	01/01	277.00	168.00	6.0
	0000028812	04/20/10	34056	01/01	08/01	211.00	100.00	0.0
	PME - PREV. MAINT.	0 1120 10	01000	0.001	00/01	0.00	0.00	0.0
	0000029025 PME - PREV. MAINT.	10/04/10	34988	01/01	08/01	0.00	0.00	. 0.0
	0000029060	11/17/10	34593	01/02	01/01	0.00	0.00	0.0
	31 - CHARGING SYS	11/1/10	34393	002	01/01	187.49	30.00	2.0
108	0000029078	12/04/10	35069	01/02	01/01			
05-3	27 - XMISSION AUTO			002		543.57	45.00	3.0
	0000029235 PME - PREV. MAINT.	04/28/11	37091	01/01	08/03	0.00	30.00	0.0
	0000029268	05/20/11	37220	01/02	01/01	0.00	50.00	0.0
	15 - STEERING	03/20/11	57220	001	01/01	171.70	28.00	1.0
108	0000029392	08/31/11	38546	01/01	08/01			
	PMA - PREV. MAINT.			002		40.07	30.00	2.0
	11 - AIR INTAKE SYS	00/07/44	00400	002		44.37	3.75	0.2
	0000029423 38 - ELECT SHORTS	09/27/11	36420	01/02	01/01	45.23	15.00	1.0
108	0000029434	10/03/11	39004	01/02	01/01			
06-3	33 - IGNITION SYS		0.000	002		45.23	15.00	1.0
108	0000029437	10/05/11	39260	01/02	01/01			
04-	13 - BRAKES			002		226.69	56.25	3.75
	0000029463	10/26/11	39115	01/01	08/03	042532605	09982	12711
	PME - PREV. MAINT.	110000000000000000000000000000000000000		on o needs		0.00	30.00	0.00
	0000029512 4 - FRAME	12/21/11	40260	01/02	01/01	53.03	15.00	1.00
20152-152	0000029564	01/14/12	39754	01/02	01/01			
	3 - BRAKES			002	0.001	129.87	60.00	4.00
09-6	65 - PLOWS			002		30.00	15.00	1.00
	0000029720 PME - PREV. MAINT.	04/04/12	40401	01/01	08/03	0.00	30.00	0.00
12444170	0000029759	06/06/12	40640	01/03	01/01	- 11 A A A A		0.04
이 이 이 영상값	3 - BRAKES			002		129.40	60.00	4.00
	0000029820 8 - MIRRORS	07/18/12	40996	01/02	04/01	0.00	45.00	
10000	2541-4102125810-10-40804	10/00/110	1072/04/1921/	002	04/04	0.00	45.00	3.00
1.1.2.2.2.0	0000029911 7 - HYDRAULIC SYS	10/09/12	41419	01/03 002	01/01	59.95	30.00	2.00
108	0000029953	10/30/12	41323	01/01	08/03			
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CITY OF DARIEN Repair Transaction Cost Detail

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Equipment#	Repair Order#	Date	Meter(1)	Shop Loc Rep Class				
01	-PME - PREV. MAINT.					0.00	30.00	0.00
108	0000029957	11/05/12	41620	01/03	01/01			
Gr	oup-System		Me	ch/Vendor	Work Acc	Part(\$)	Labor(\$)	Hours
1000	-64 - AUGERS & V-BOXS			002		141.76	97.50	6.50
108	0000030055	02/12/13	42353	01/03	01/01			
	-63 - HOSES & FITTING			002		281.08	60.00	4.00
	0000030062	02/26/13	42369	01/03	01/01		10000	12210305
	-13 - BRAKES	02/20/15	42000	002	01/01	295.60	120.00	8.00
	0000030075	02/02/11 2	40007		01/04		120.00	0.00
	-64 - AUGERS & V-BOXS	03/08/13	42887	01/03	01/01	0.00	60.00	4.00
				002	10203 64219	0.00	60.00	4.00
	0000030076	03/11/13	42887	01/03	01/01		10.00	
	-64 - AUGERS & V-BOXS			002		0.00	45.00	3.00
	0000030253	08/02/13	42971	01/03	01/01	1405985	1000	
	-16 - SUSPENSION			002		1,191.88	90.00	6.00
	-13 - BRAKES			002		506.52	15.00	1.00
	0000030254	08/05/13	42971	01/03	01/01			
06	-31 - CHARGING SYS			002		227.40	30.00	2.00
108	0000030255	08/06/13	42977	01/01	08/01			
	-PMA - PREV. MAINT.			002		61.93	26.25	1.75
	-PMC - PREV. MAINT.			002		76.22	22.50	1.50
07-	-41 - AIR INTAKE SYS			002		44.37	3.75	0.25
108	0000030355	11/07/13	45167	01/03	01/01			
07-	-44 - FUEL SYS			002		133.36	120.00	8.00
108	0000030371	11/27/13	42887	01/01	08/03			
01-	PME - PREV. MAINT.					0.00	30.00	0.00
108	0000030403	12/02/13	43363	01/03	01/01			
05	-21 - AXEL FRONT			002		0.00	45.00	3.00
04	-16 - SUSPENSION			002		43.00	7.50	0.50
108	0000030409	01/21/14	45359	01/03	01/01			
	22 - AXEL REAR			002		1,037.15	90.00	6.00
108	0000030416	02/07/14	46308	01/03	01/01			
	27 - XMISSION AUTO	our of the	10000	002	U.I.U.I	600.80	67.50	4.50
09	63 - HOSES & FITTING			002		19.26	7.50	0.50
108	0000030449	03/22/14	47271	01/02	01/01			
	27 - XMISSION AUTO		10000	002	0.000	171.88	300.00	20.00
	0000030497	04/30/14	47323	01/01	08/03			
	PME - PREV. MAINT.	04/00/14	41020	01/01	00/00	0.00	30.00	0.00
	0000030552	06/16/14	48486	01/01	08/01	0.00		
	PMA - PREV. MAINT.	00/10/14	40400	002	06/01	97.23	45.00	3.00
	41 - AIR INTAKE SYS			002		44.37	3.75	0.25
	-13 - BRAKES			002		55.40	7.50	0.50
	0000030559	06/24/14	48580	01/03	01/01			
	-17 - TIRES, TUBES, ETC	00/24/14	10000	002	01/01	640.52	45.00	3.00
	0000030608	08/08/14	49695	01/03	01/01	Conceller Sector		0,00
	0000030608 05 - GLASS REPAIR	00/00/14	48625	01/03	01/01	219.94	7.50	0.50
	-64 - AUGERS & V-BOXS			002		0.00	3.75	0.25
		10/28/14	40630	01/01	09/02			
108	0000030717	10/28/14	48630	01/01	08/03			

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Equipment#	Repair Order#	Date	Meter(1)	Shop Loo Rep Clas	NE 11 NEVER NA 1866 7			
01-	PME - PREV. MAINT.					0.00	30.00	0.00
108	0000030809	03/03/15	50846	01/03	01/01			
1000	oup-System -36 - MARS & STROBE		21 Y Y Y Y Y	h/Vendor 002	Work Acc	Part(\$) 101.95	Labor(\$) 7.50	Hours 0.50
	0000030869 PME - PREV. MAINT.	04/29/15	50900	01/01	08/03	0.00	30.00	0.00
	0000030896 17 - TIRES,TUBES,ETC	05/18/15	51227	01/03 002	01/01	567.14	22.50	1.50
	0000035671 -08 - MIRRORS	09/26/06	14950	/02 001	01/01	138.68	28.00	1.00

Grand Total

3,752.25

14,962.97



 上akeCounty Puschesing Division

18 N. County St. - 9th FL. WetRegan, Moois 60085 Phone 647 377 2029

February 24, 2015

JX – Peterbuilt 42400 Hwy 41 Wadsworth, IL 60083 Attn: Todd Peterson

CONTRACT DESCRIPTION:

Purchase of (4) Snow Plow Trucks for Lake County DOT #15015

Dear Mr. Peterson:

CONTRACT

You are hereby awarded Contract #15015 in the amount of \$430,840. Per the terms of the RFP #15015 please submit the required certificate of insurance. This is not an order. Vendors shall make deliveries only as directed by Purchase Order. Invoices must reference purchase order number to insure prompt payment.

Thank you for your interest in doing business with Lake County.

Sincerely,

Atoh Annut. Hall

RuthAnne Hall Purchasing Agent

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28. NON-ENFORCEMENT BY THE COUNTY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of seld terms or conditions.

29) JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful bidder. The bidder agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The bidder further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.

The bidder and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other governmental unit.

The bidder shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

30. ECONOMIC OPPORTUNITY PROGRAM

Lake County launched a Buy Local. Build Local. Work Local. Initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment the County will make every effort to achieve the following objectives:

- To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
 (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement.
- opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful bidders are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive bidding process and requires that publicly procured contracts be awarded to the lowest responsible and responsive bidder with no demonstrated preference based on the bidder's location, race and gender.





535 E. South Frontage Rd / Bolingbrook, IL / 60440

Date:	9-11-2015	
To:	Village of Darien	REF: L
	Kris Throm	
	1041 Frontage Rd	
	Darien, IL. 60561	

REF: Lake County DOT Joint Purchase # 15015

Dear Kris,

We are pleased to quote the following Peterbilt Model 348 TANDEM AXLE per the attached summary which utilizes the Lake County Joint Purchase Contract number 15015 pricing with the specification discussed to accommodate the Village of Darien's requirements.

		1		B AND CHASIS	HEN	DERSON EQUIP	T	OTAL COST
2016 Model 348	\$ 99,938.28	(As Per Attached)	\$	99,938.28	\$	81,895.00		
Doc Fee	\$ 168.00		\$	168.00				
Title / Plates	\$ 105.00		s	105.00				
Heated Windshield	\$ 725.00		\$	725.00	-			
13' Henderson Muni	\$ 81,895.00	(As Per Attached	\$	2,750.00				
Total Sale	\$ 182,831.28		\$	103,686.28	\$	81,895.00	\$	185,581.28
	⇒ 2,750 ~							

Municipal FET and Sales Tax Exempt 77 Final Payment Due Upon Delivery

OPTIONS

1. Delete 10" Cab Extension	\$ <2,992.00>
2. Delete Diff Lock	\$< 933.00>
 Delete T-Handle/Add Push Button Trans Shifter 	\$ < 303.00>
4. Defete 4 Way Heated Motorized Mirrors	\$ < 176.00> /
5. ADD FOR 5 year / 100K Warranty	\$ 2,750.00

Rick Michalowski | Vocational Account Manager JX Enterprises, Inc. Cell 708-207-2354 | Fax 708-460-8991 rmichalowski@jxe.com www.JXE.com

PETERBILT

JX Peterbilt - Wadsworth P125 42400 Old Hwy 41 City of Darien 1041 S Frontage Rd

Wadsworth, Illinois United States 60083 Phone: (847) 395-7222 Fax: (847) 395-7240 Email: Darien, Illinois United States 60561 Phone: Fax: Contact Email: kthrom@darienil.gov Prepared for: Kris Throm

Vehicle Summary

Unit		Chassis	
Model:	Model 348	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs)	40000
Description:	Darien-Tandem	G.C.W. (lbs):	60000
Applicat	tion	Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
Body		Class D (Off-Road)	0
Гуре:	End Dump	Maximum Grade:	6
Length (ft):	13	Wheelbase (in):	188
Height (ft):	11.0	Overhang (in):	74.79999
Max Laden Weight (lbs):	3200	Fr Axle to BOC (in):	69.8
nick Edden Weight (ibb).	oloo	Cab to Axle (in):	118.2
Traile	r	Cab to EOF (in):	193.0
		Overall Comb. Length	
No. of Trailer Axles:	0	(in):	329
Type:		1.00	
Length (ft):	0	Special Req	•
Height (ft):	0.0	United States Registry	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restricti	ons		
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		
Approved by:		Date:	
(17.7 (17.7		nated plant of manufacture.	
	the second s	, or visit our website @ www.paccarfina	ncial com
	your dealer for a quote today	, or wait our website to www.pacedriftia	TIMINITA WATTLE
E ,		ovative finance, lease and insurance pro zed to meet your needs.	grams

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	9/18/2015 2:26:34 PM	Complete	Model Number:	Model 348
Effective Date:	Jul 1, 2015	19899999999999999	Quote/DTPO/CO:	Q50312301
Prepared by:	ID: mich		Version Number:	31.10

PETERBILT

JX Peterbilt - Wadsworth P125 42400 Old Hwy 41

City of Darien 1041 S Frontage Rd

Wadsworth, Illinois United States 60083 Phone: (847) 395-7222 Fax: (847) 395-7240 Email: Darien, Illinois United States 60561 Phone: Fax: Contact Email: kthrom@darienil.gov Prepared for: Kris Throm

Description

Base Model

Model 348 Other Commodity Snowplow Truck which is configured for mounting a snowplow to the front.May also have dump or other body. End Dump United States Registry

Configuration

Not Applicable Secondary Manufacturer

Frame & Equipment

11-5/8in Steel Rails to 444in 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair Custom Wheelbase or Overhang Engineering approval may be required. Three-Piece Crossmembers FEPTO Provision 27.8in Bumper Extension Includes Crankshaft Adapter Plate and Stationary Grille. Requires FEPTO Bumper. EOF Square without Xmbr For use with body builder installed crossmember. Omit Rear Mudflaps and Hangers

Front Axle & Equipment

Dana Spicer D2000F 20,000 lb, 3.5in Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks. Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings. Power Steering Reservoir Frame Mounted w/Cooler PHP10 Iron LMS Hubs-Air Disc

Air Disc Front Brakes Complies with reduced stopping distance regulations.
Dust Shields, CAM And Air Disc Brakes, Front Axle
Gusseted Cam Brackets, Steer Axle

Rear Axle & Equipment

Meritor MT40-14X 40,000 lb

PHP10 Iron LMS Hubs

11-1/4" bolt circle. Includes a supplier extended coverage up to 3 years / 350,000 miles for bearings & seals. Parking Brakes (Axle Package)

anning blance (Anie Fachage)

Dust Shields For Cam Brakes, Drive Axle(s)

Diff Lock Rear-Rear Or Single Drive Axle

(Air Rocker Switch occupies the space of one gauge)

Asphalt Dump Brake Chamber Clearance Use only with S-Cam brakes.

Gusseted Cam Brackets, Drive Axle(s)

SBM Valve

Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.

Stability System Not Selected or Not Available

Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.

Synthetic Axle Lubricant All Axles

Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.

Bendix Air Cam Rear Drum Brakes 16.5x7

Inc automatic slack adjusters & outboard mounted brake drums.

Tandem Drive Axle (Model 348)

Ratio 6.83 Rear Axle

Peterbilt Air Trac 40,000 lb, 54in Axle Spacing Light Weight

Locate Single Leveling Valve Forward Drive Axle of Peterbilt Air Suspension (not avail with Low Air Leaf Susp or Low Low Air Leaf Susp)

Dash Mtd Dump Switch With Indicator Light For suspension

Engine & Equipment

PACCAR PX-9 330@2000 GOV@2200 1000@1400

(2013 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
N21320 N205 120..Standard Maximum Speed Limit [LSL]
N21340 P005 120..Hard Maximum Speed Limit
N21350 P001 64...Maximum Accelerator Pedal Vehicle Speed
N21360 P110 0...Accelerator Lower Droop

N21370 P059 64...Maximum Cruise Speed

N21380 P111 0....Cruise Control Lower Droop

N21400 N203 252. Reserve Speed Function Reset Distance N21410 N202 0....Maximum Cycle Distance N21420 N206 10...Maximum Active Distance N21430 N201 0....Reserve Speed Limit Offset N21440 P015 No...Engine Protection Shutdown N21450 P026 No...Gear Down Protection N21460 P046 1400.Max PTO Speed N21470 P062 No...Cruise Control Auto Resume N21480 P068 No...Auto Engine Brake in Cruise N21500 N209 0....Expiration Distance N21510 P520 Yes. Enable Idle Shutdown Park Brake Set N21520 P030 5....Timer Setting N21530 P233 Yes. Enable Impending Shutdown Warning N21540 P234 60...Timer For Impending Shutdown Warning N21550 P516 35...Engine Load Threshold N21570 P031 No...Idle Shutdown Manual Overrule N21590 P230 Yes. Enable Hot Ambient Automatic Overrule N21610 P172 40...Low Ambient Temperature Threshold

N21620 P173 60...Intermediate Ambient Temperature Threshold

N21630 P171 80...High Ambient Temperature Threshold

Engine Idle Shutdown Timer Disabled

Enable EIST Ambient Temp Overrule

Eff EIST NA Expiration Miles

Effective VSL Setting NA

Belly Pan

CARB Engine Idling Compliance

PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.

PACCAR 160 Amp Alternator, Brushed

Immersion Type Block Heater 110-120V

Standard location is center left hand under cab and includes a weatherproof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.

PACCAR 12V Starter

3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA

Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.

Big Switch Battery Disconnect

Mounted on Battery Box

Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.

2-Speed Fan Clutch For Frequent Start/Stops

18.7 CFM Air Compressor

Furnished on engine. Teflon lined stainless steel braided compressor discharge line.

Spin-On Fuel Filter/Water Separator, 12V Heated Frame Mounted. In addition to the fuel filter supplied with the engine. Includes fuel water separator on Models 330, 337, and 348.

High Efficiency Cooling System

Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 382/365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in.

Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. Exhaust Single RH Side Of Cab DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard. Curved Tip Standpipe(s) 18in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)

Transmission & Equipment

Allison 3000 RDS-P Transmission, Gen 5

Rugged Duty Series. Includes Rear Transmission Support, TranSynd Automatic Transmission Fluid, and Water Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. (Suited for vehicles operating on/off highway and/or requiring PTO operation) Forward Ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65 / Reverse Ratios: DR-(5.03)

1710 HD Driveline, 1 Midship Bearing

Programming Allison Snowplow

Primary shift 1 and shift 2, secondary shift schedule fixed 2 (no LBSS) Allison FuelSense Not Desired

Allison 6-Speed Configuration, Close Ratio Gears

3000 Series Transmissions

Seat Mounted Lever Shifter

Air & Trailer Equipment

Bendix AD-IS Air Dryer with Heater

An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.

Berg Pull Cord Drain Valve(s) - All Air Tanks

Nylon Chassis Hose

Steel Painted Air Tanks

All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.

7-Way Electric Harness with Socket Mounted EOF

Body Connections 5ft BOC

Junction Box contains light and power circuits for Body Connections located 5ft from BOC.

Tires	8	Whee	is
111.00	•••	221100	

FF: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread. RR: GY 16ply 11R24.5 G182 RSD Diameter = 44.1 inches; SLR = 20.8 inches Code-rear Tire Qty 08 FF: Accur StI Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes RR: Accur Steel Armor 28827PK 24.5X8.25 Heavy Duty PHP10-2 Hand Holes Code-rear Rim Qty 08

Fuel Tanks

26in Aluminum 70 Gallon Fuel Tank LH U/C

Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks. Location LH U/C 70 Gallon

DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender. Standard DEF To Fuel Ratio 2:1 Or Greater DEF Tank Small

Battery Box & Bumper

Aluminum Space Saver Battery Box RH BOC Battery Access From Side Aftertreatment RH U/C Alum Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic. Steel Bumper Swept Back Painted Black, FEPTO only With two tow pin holes and step plates on top of bumper.

Cab & Equipment

Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.

Severe Service Cab Package #1

Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.

Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.

10 Inch Extension for Ultra Day Cab Add additional 10" to the loadspace dimension-- refer to the horizontal dimension workscreen.

Rubber Fender Lips 2 Inch Wide

Peterbilt UltraRide Driver Seat

Peterbilt UltraRide Passenger Seat

Drivers Armrest - RH Only

Required in Model 587 with Evolution LX seats. Optional with Evolution ST and Rolltek Seats.

Black Seat Color ipo Standard Color

Air Ride Driver

High Back Driver

Vinyl Driver

Non-Air Ride Passenger

High Back Passenger

Vinyl Passenger

Adjustable Steering Column - Tilt/Telescope

Steering Wheel with Peterbilt Logo

Steering Wheel with embossed Peterbilt logo over horn button. Interior Grey/Black

Includes rugged charcoal instrument panels, glare-resistant gray dash,

black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.

Day Cab Rear Window

One Piece Curved Windshield Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-

Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.

Cup Holder (Floor Mounted)

Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.

Outside Sunvisor - Stainless Steel

Available for Day Cab and Low Roof Sleeper.

Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable Bright Finish with Convex

Power Package

Includes power door locks and power windows.

(1) Air Horn 15in Painted

Mounted under cab.

Standard Speaker Package For Cab (2) Speakers

ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.

CB Terminals/Wiring Mtd Under Header

Radio Antenna Mounted on LH Mirror Bracket

Plug-in Auto Reset Circuit Breaker

in place of fuses in junction box.

Peterbilt Electric Windshield Wipers With Intermittent Feature.

Backup Alarm (107dB)

Air Restriction Indicator

Mounted on air cleaner or intake piping.

(2) Additional Electric Switches Without Wiring

Main Instrumentation Panel, Graphics Display

Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.

(1) Additional Air Rocker, Guard

Indicator light, plumbed to firewall (light and plumbing not included on Model 387) (occupies the space of one gauge). Blank label.

Headlights Composite Fender Mounted

Integral Park, Turn, and Side Marker (5) Marker Lights, Aero LED

Light Emitting Diodes

(2) SSTL Brkts Roof Mounted F/O Beacon/Strobe
 Lights. Mounted above each door toward rear - Includes switch and wiring.
 (2) AddI Dome/Reading Lights, Ceiling Mounted
 LED Stop/Turn/Tail
 40204 Backup, bracket mounted LH/RH EOF

Paint

Standard Paint Color Selection (1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EB WHITE - Stand

N85400	HOOD TOP	L0006EB	WHITE - Stand
N85500	CAB ROOF	L0006EB	WHITE - Stand
N85200	FRAME	N0001EA	BLACK
N85300	FENDER	L0006EB	WHITE - Stand

Options Not Subject To Discount

PACCAR 2013 PX-9 Protection Plan 1 (5/100)

Five Years/100,000 Miles/160,935 Kilometers. Coverage is 100 percent parts and labor with no deductibles on internally lubricated components and major engine systems including turbo charger, water pump, and fuel injectors.

PACCAR 2013 PX-9 Aftertreatment Coverage (5/100)

Five Years/100,000 Miles/160,935 Kilometers. Coverage is 100 percent parts and labor with no deductibles on the DEF controller / dosing unit / dosing valve, SCR catalyst, catalytic converter particulate filter, SCR/DPF temperature sensor interface module, and other related aftertreatment parts as detailed in Cummins Bulletin #3381446.

Medium Duty Emissions Surcharge

Miscellaneous

Total Weight

15591

31.10

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

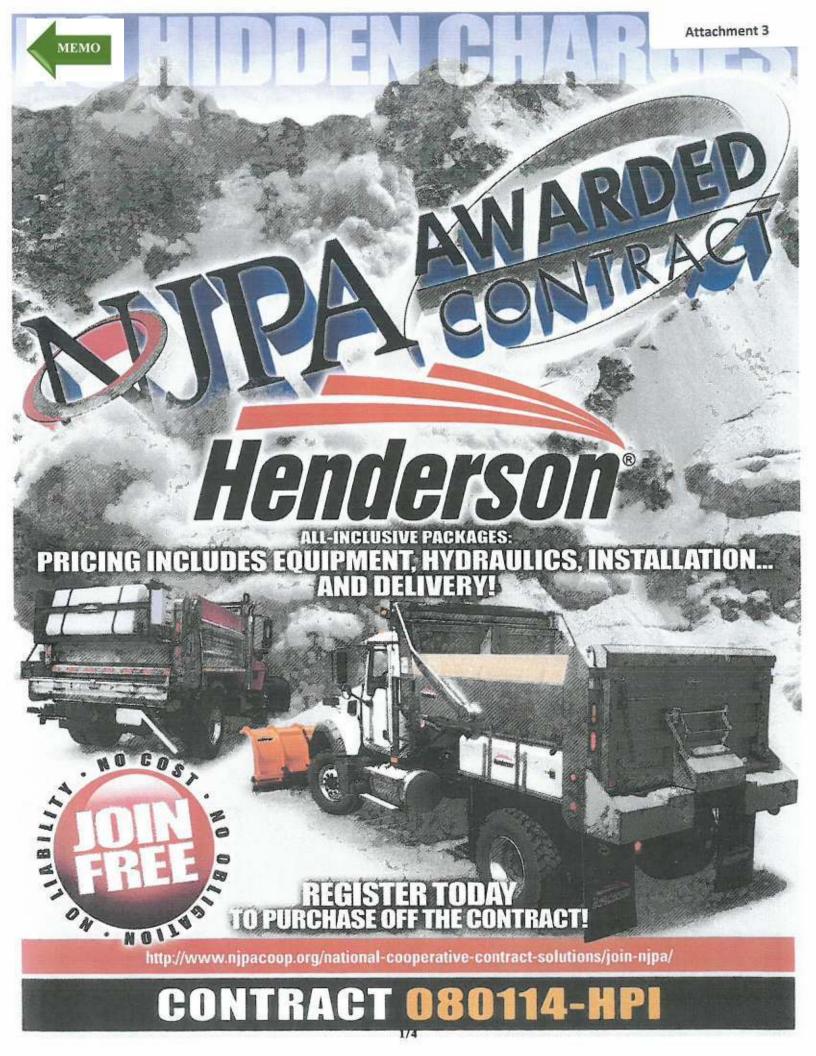
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed: Effective Date: Prepared by:

9/18/2015 2:26:34 PM Jul 1, 2015 ID: mich

Model Number: Complete Quote/DTPO/CO: Version Number:

Model 348 Q50312301



MIRA AWARDED CONTRACT 080114-HPI

PRICING INCLUDES EQUIPMENT, HYDRAULICS, INSTALLATION AND DELIVERY!

BLACKBELT MAXX

BRINEXTREME BUTHMATE

ISH HEAVY-OUTY SALT/SAND SPREABER

MUNIBODY 22"

PRODUCTS AVAILABLE

RSP - REVERSIBLE SNOW PLOW AVAILABLE IN POLY, MILD STEEL OR STAINLESS STEEL MOLDBOARD

> MARK-E SINGLE AXLE DUMP BODY AVAILABLE IN MILD OR STAINLESS STEEL

MARK-E TANDEM AXLE DUMP BODY AVAILABLE IN MILD OR STAINLESS STEEL

MUNIBODY (22° or 35° SLOPED SIDES) COMBINATION DUMP BODY & SPREADER AVAILABLE IN MILD OR STAINLESS STEEL

BLACKBELT MAXX ALL-SESASON MULTI-PURPOSE BODY AN ADVANCED COMBINATION BODY

HENDERSON WING SYSTEMS (CABLE OF HYDRAULIC) AVAILABLE WITH MILD OF STAINLESS STEEL MOLDBOARD

UNDERBODY SCRAPER (FIXED OR REVERSING) AVAILABLE WITH MILD OR STAINLESS STEEL MOLDBOARD

FSH - HEAVY-DUTY SALT/SAND SPREADER AVAILABLE IN MILD OR STAINLESS STEEL

TGS - TAILGATE SPREADER LOW MAINTENANCE SPREADER AVAILABLE IN MILD OR STAINLESS STEEL

PRE-WETTING SYSTEMS HYDRAULIC OR ELECTRIC CONTROLS

FIRST RESPONSE SYSTEM 4-IN-1 ADVANCED ANTI-ICING & DEICING SYSTEM

LAS - LIQUID APPLICATION SYSTEM YEAR ROUND USE, EASILY SLIPS INSIDE EXISTING DUMP BODIES

DIRECT CAST - PRECISION PLACEMENT SPINNER ON-THE-GO DIRECTIONAL CONTROL PRECISION CAST

BRINEXTREME PRO CONTINUOUS BRINE PRODUCTION SYSTEM-UP TO 6,000 GPH

BRINEXTREME ULTIMATE 100% AUTOMATION, REPEATABILITY & SELF CLEANING WITH CONTINUOUS BRINE PRODUCTION UP TO 9,600 GPH

> BRINEXTREME MOBILE UNIT MOBILIZEI 100% AUTOMATION, REPEATABILITY & SELF CLEANING WITH CONTINUOUS BRINE PRODUCTION UP TO 9,600 GPH

DIRECT CAST



ORDER, CONTACT:

HENDERSON PRODUCTS, INC. JANET TOBIN | CONTRACT ADMINISTRATOR (563) 927-7267 1085 South Third Street, Manchester, IA 52057 jtobin@hendersonproducts.com www.hendersonproducts.com

PUE-OVETTING SUSTED

Brine

Ltremes

ole about our numerous material options 201 STAINLESS STEEL

304 STAINLESS STEEL 409 STAINLESS STEEL MILD STEEL GRADE 50 AR400 POLYMER MOLDBOARD



Henderson Truck Equipment-Illinois 124 Industrial Drive Gilberts, IL. 60136

Toll Free: 888-360-7483 Office: 847-836-4996 Cell: 815-503-2004

Quote

Date: 9/18/2015 Revised

To: Rick Michalowski

By: Norm LaValla

Re: City of Darien

Henderson Truck Equipment-Illinois is pleased to quote the following equipment: Henderson Products MUNIbody II 22 Degree Body Length: 13' Head Sheet 60", Internal dog house 201 SS 1/4 Cab Shield Side Height 36", 22 Deg. (Green) 201 SS, Removable Side Boards Tailgate: 48" w/12" Board Pockets Capacity: 9 - 12.8 cu yds 201 SS sides & Ends Floor 1/4" AR400 Top Grate Screen: HD 3/8" rod thru 2" flat. (sit inside body not on sides) Hoist SA CS-110-5-3, Nitrited Rear Hinge Structural Angle 6" X 8" X 12" 2" Dia. Steel Pins connecting 2-1/2" blocks Composite Greassless Bushings **Dual Auger** 3/16" AR400 Conveyor Shield/Cover w/installed D ring Front Mounted Motors Receiver Style Spinner Assembly Body-up Light Backup Alarm (2) pull out ladders. (2) fixed ladders weled to body Dirt shidding fenders Pull style tarp with asphalt rated material

Henderson Products Truck Hitch

Quick Hitch Flat Fold Style 4" x 2" x 10" DA Lift Cylinder, Nitrited 3 point Lift, Lift arm 4"x4"x3/8" outer and 3x3x3/4" Inner Lift Lug 1/2" plate w/key holes

Henderson Products RSP SNOWFOE 11' TE OC 11' Plow Length, 42" moldboard wintegral shield Adjustable torsion trip edge, (5) 3/4" square torsion springs HD outboard cylinder type Quick Hitch 3/8" poly moldboard (3) attack angles 5,15 or 20 degrees (6) moldboard to push tube frame pivot points 12" rubber deflector, 36" side markers ,Screw adjustable parking jack

Towing

Pintle plate, 3/4" Pintle hook, PH45 7 Way Connector, Round Socket, flat pin, RV style

Lighting

Remount Factory S/T/T (6) LED 6" amber warns mounted in cab shield, four front mounted 2 ea side, 2 side mounted 1 ea side. (2) 6" LED oval warning light, Mounted Rear Corner Post LED S/T/T & LED Back up Light (2) ABL Work lights 12 LED 1200 Lumen, Mounted on Stainless steel cab roof mount. 20k hours or 4 year warranty. Hella Plow Lights Mounted on 201 SS brackets Heated spot mirrors mounted on plow light bracket 2 ABL work lights led 850 spinner lights. 20k hours or 4 year warranty. Red and white refective tape

Central Hydraulics

890 Series Hot Shift PTO Load Sensing Pump Direct Mount, Wet Spline 3-spool valve w/manifold for auger, spinner Air Operated Valves Adjustable floor console 6 switch, switch pac Freedom 2 Spreader control (Certified Power) SS hydraulic reservoir, valve enclosure SS tubing to rear SS hydraulic quick couplers

Misc

Safety Lane Wash, Clean, Vacuum Deliver To End User Henderson reflective tape

Price per Unit:	\$81,895.00	Options 7" color Flat Panel
Number of Units	1	Camera Wash/Dry kit
Extended Price	\$81,895.00	(1)Color Camera
Tax		SS enclosure for Camera
Total Quote Price	\$81,895.00 🥊	Total \$ 1,660.00

FOB Gilberts, IL

Please note the following regarding installation quotes:

A clean truck frame without obstruction is assumed in the pricing of our quote. Re-positioning of air tanks, fuel tanks or other obstacles to the ease of installation may require additional charges. Henderson will notify you before modification if this occurs.

мемо

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM JX ENTERPRISES, INC FOR THE PURCHASE OF ONE NEW 2016 PETERBILT MODEL 348 WITH DUMP BODY AND SNOW PLOW/DEICING EQUIPMENT PACKAGE IN THE AMOUNT OF \$185,581.28

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 accept a proposal from JX Enterprises, Inc. for the purchase of one new 2016 Peterbilt Model 348 with dump body and snow plow/deicing equipment package in the amount of \$185,581.28, a copy of which is attached hereto as "<u>Exhibit A</u>" 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 5th day of October, 2015.

AYES:			
NAYS:			
ABSENT:			

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

ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



535 E. South Frontage Rd / Bolingbrook, IL / 60440

Date: 9-11-2015 To: Village of Darien Kris Throm

Village of Darien Kris Throm 1041 Frontage Rd Darien, IL. 60561 REF: Lake County DOT Joint Purchase # 15015

Dear Kris,

RES

We are pleased to quote the following Peterbilt Model 348 TANDEM AXLE per the attached summary which utilizes the Lake County Joint Purchase Contract number 15015 pricing with the specification discussed to accommodate the Village of Darien's requirements.

				B AND CHASIS	HEN	DERSON EQUIP	T	OTAL COST
2016 Model 348	\$ 99,938.28	(As Per Attached)	\$	99,938.28	Ś	81,895.00		00.0311
Doc Fee	\$ 168.00		s	168.00				
Title / Plates	\$ 105.00		S	105.00				
Heated Windshield	\$ 725.00		Ś	725.00				
13' Henderson Muni	\$ 81,895.00	(As Per Attached	\$	2,750.00				
Total Sale	\$ 182,831.28		\$	103,686.28	\$	81,895.00	\$	185,581.28
Total Sale	\$ 182,831.28		\$	103,686.28	\$	81,895.00	\$	185,581

Municipal FET and Sales Tax Exempt 77 Final Payment Due Upon Delivery

OPTIONS

-1	Delete 10" Cab Extension	\$ <2,992.00>
-2.	Delete Diff Lock	\$ < 933.00>
-3	Delete T-Handle/Add Push Button Trans Shifter	\$ < 303,00>
-4	Delete 4 Way Heated Motorized Mirrors	\$ < 176.00> /
- 5.	ADD OR 5 year / 100K Warranty	\$ 2,750.00

Rick Michalowski I Vocational Account Manager JX Enterprises, Inc. Cell 708-207-2354 I Fax 708-460-8991 michalowski@jxe.com www.JXE.com



AGENDA MEMO City Council Meeting October 5, 2015

ISSUE STATEMENT

A resolution accepting a proposal from Season Comfort Corporation to purchase and install two (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00.

RESOLUTION

BACKGROUND/HISTORY

The Police Department sally port is utilized to defrost police equipment on the vehicles during extreme cold or icing conditions. The bays are further utilized by staff and an outside electronics vendor to perform electronic repairs and limited equipment installations. The area is also utilized as an evidence processing center for vehicles and a transport area for detainees. The garage currently utilizes a boiler system to deliver heat and is undersized for the room size.

Staff had consulted with an HVAC vendor and concluded that the installation of 2 hanging gas fired heater units would be sufficient to heat the garage area. Staff further requested competitive quotes and received two responses. Below is a summary of the quotes received and attached is the proposal from Season Comfort:

VENDOR	UNIT	UNIT PRICE
Season Comfort	LUMP SUM	\$ 5,730
Stephens Heating and Cooling	LUMP SUM	\$ 11,870

The heaters would be funded from the following FY15-16 Budget:

ACCOUNT	ACCOUNT	FY 15-16	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
01-30-4223	PD Sally Port Heaters	\$ 6,000	\$ 5,730	\$ 270

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution to accept a proposal from Season Comfort Corporation to purchase and install 2-two Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00. Season Comfort has completed work for the City in the past and has provided very satisfactory services.

ALTERNATE CONSIDERATION

As recommended by the Committee

DECISION MODE

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

MEMO

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM SEASON COMFORT CORPORATION TO PURCHASE AND INSTALL TWO (2) REZNOR GAS UNIT HEATERS IN THE POLICE DEPARTMENT SALLY PORT GARAGE AT A COST NOT TO EXCEED \$5,730.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Season Comfort Corporation to purchase and install two (2) Reznor Gas Unit Heaters in the Police Department Sally Port Garage at a cost not to exceed \$5,730.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:			
NAYS:			
ABSENT			

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

ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

Quotation

S

Sea	son	Cor	nfor	t,	Col	rp.
107 Wes	st 61st St	reet • W	estmont,	ILE	30559-	2617
	Teleph	ione: 63	80/810-19	119		
	Fa	x: 630/	810-0263	£		

Customer Name

City of Darien 1702 Plainfield Rd. Darien, IL 60561

Location: Police Department Garage

Date	Quote #
8/28/2015	5299

Job Name

Scope of work

City of Darien 1702 Plainfield Rd. Darien, IL 60561

We propose to furnish labor and material necessary to install two (2) Reznor unit heaters low profile, power vented and spark ignition.
Including:
Wall mounting brackets
Gas piping
Flue piping and termination kits
Thermostats
Coring cement wall
TOTAL COST: \$ 5,730.00 _____
Warranty:
One year parts and labor
Ten years heat exchanger
Not included: Main electrical and tax
Option #2:
Same as above with Q-Mark electric unit heaters 34,000 btu-each 480 volt 3 phase.
TOTAL COST: \$ 4,356:00 _____

THE ABOVE COST IS BASED ON STRAIGHT TIME ONLY, DURING REGULAR BUSINESS HOURS.

THE ABOVE PRICE IS FIRM AND WILL REMAIN IN EFFECT FOR 30 DAYS.

Signature



AGENDA MEMO City Council Meeting October 5, 2015

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2016 Street Maintenance Program, in an amount not to exceed \$8,500.00.

RESOLUTION

Background/History

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 41 pavement corings for the tentatively proposed 2016 Street Maintenance Program. The following roads have been slated for the 2016 Street Maintenance Program:

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH	CORES	PREVIOUS RESURFACING
		Marion Hills				
69th	65	North	Clarendon Hills to Limit	2300	5	2001
Alabama	65	Clarefield	67th to Chestnut	1093	2	2000
Chestnut	65	Clarefield	Alabama to Richmond	2300	5	2000
Wilmette Ave	65	Hinsbrook	Hinsbrook-67th	2200	4	2004
Timber Ln	66	Hinsbrook	Cass- Darien Ln	920	2	2004
Sawyer Rd	65	Farmingdale Terrace North	Chippewa-Honey	1400	3	2004
Pine Tree Ln	68	Farmingdale Terrace North	Sawyer to Limit	160	1	2004
Woodland Dr	66	Farmingdale Terrace South	Frontage to Limit	700	1	2000
Discosola Ct	65	Darien Club	Darien Club Dr to Limit	350	1	2004
73 rd	66	Farmingdale 6,7,8,9	Summit to Hudson	1830	4	2002
Adams	65	Brookhaven #2	Plainfield to 75th	1300	3	2002
Sequoia Ln	65	Brookhaven #2	Adams to Williams	1500	3	2004
Hamilton Ln	65	Farming Ridge	Danbury to Carlton	360	1	2004
Danbury Dr	65	Farming Ridge	Hamilton to Green Valley	540	1	2004
Lyman Ave	65	Farming Ridge	Marborough to Green Valley	945	2	2000
Marco Ct	67	Marco Estates	Bailey-Limit	500	1	2000

PROPOSED 2016 ROAD PROGRAM

Pavement Coring Agreement October 5, 2015 Page 2

Lake Ridge Dr	65	Carriage Greens 3	Kimberly-Oldfield	1630	0	2004
E	(5	Corrigo Crosse 2	N. Franka av Dailau	2(12	0	2001
Evergreen Lane	65	Carriage Greens 3	N. Frontage-Bailey	2613	0	2001
Chapman Ct	65	Marco Smart	Bailey-Limit	800	0	1999
Chapman Dr	66	Marco Smart	Bailey-Limit	800	0	1999
Von Drash Dr	65	Marco Smart	Bailey-Limit	450	0	1996
Urban Dr	65	Marco Smart	Bailey-Limit	475	0	1996
Kearney Rd	65	Darien Woods	Strontage-Limit	600	0	1998
Willmette	65	Hidden Lakes	N. Frontage to Limit	824	2	2000
Total Number of	Cores				41	

The proposed Engineering Agreement includes the following scope of services:

Task 1 – **Geotechnical Investigation**: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (56 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

Total Engineering Cost for Task 1 - \$8,000.00

Task 2 - Evaluation of Geotechnical Report: CBBEL and City staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2016 Road Program.

Total Engineering Cost for Task 2 - \$500.00

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

Cost for Task 1-	\$8,000.00
Cost for Task 2-	500.00
Total Cost	\$8,500.00

Funding for the Engineering Services would be expended from the following line item of the FY 15/16 Budget:

Pavement Coring Agreement October 5, 2015 Page 3

ACCOUNT	PROJECT	ACCOUNT DESCRIPTION	FY 15/16	PROPOSED	PROPOSED
NUMBER	CODE		BUDGET	EXPENDITURE	BALANCE
25-35-4325	FYE167004	ROAD CORE SPECS/TESTING SERVICES	\$12,500.00	\$ 8,500.00	\$ 4,000.00

<u>Committee Recommendation</u>

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,500.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

MEMO

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2016 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$8,500.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2016 Street Maintenance Program in an amount not to exceed a total cost of \$8,500.00, a copy of which is attached hereto as "<u>Exhibit A</u>" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:		
NAYS:		
ABSENT:		
ABSENT:		

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 15, 2015 Revised: September 17, 2015

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services 2016 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2016 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2016 Road Program will consist of the following streets:

PROPOSED 2016 ROAD PROGRAM					
STREET	LIMITS	ROAD LENGTH	CORES		
69th	Clarendon Hills to Limit	2300	5		
Alabama	67th to Chestnut	1093	2		
Chestnut	Alabama to Richmond	2300	5		
Wilmette Ave	Hinsbrook-67th	2200	4		
Timber Ln	Cass- Darien Ln	920	2		
Sawyer Rd	Chippewa-Honey	1400	3		
Pine Tree Ln	Sawyer to Limit	160	1		
Woodland Dr	Frontage to Limit	700	1		
Discosola Ct	Darien Club Dr to Limit	350	1		
73rd	Summit to Hudson	1830	4		
Adams	Plainfield to 75th	1300	3		

	BASE BID	19,222	41
Willmette	N. Frontage to Limit	824	2
Marco Ct	Bailey-Limit	500	1
Lyman Av	Marborough to Green Valley	945	2
Danbury Dr	Hamilton to Green Valley	540	1
Hamilton Ln	Danbury to Carlton	360	1
Sequoia Ln	Adams to Williams	1500	3

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 41 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2016 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 8,000
Task 2	Evaluation of Geotechnical Report	\$ 500
	TOTAL	\$ 8,500

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

Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates. Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

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

> Encl. Schedule of Charges General Terms and Conditions

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

BY:	9 	_
TITLE:		_
DATE:		

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2006

	and the second se
Personnel	Charges*
Principal	<u>(\$/Hr)</u>
Engineer VI	210
Engineer V	184
Engineer IV	150
Engineer III	121
Engineer I/II	112
Survey V	91
Survey IV	150
Survey III	115
Survey II	110
Survey I	86
Resource Planner V	67
Resource Planner IV	102
Resource Planner III	97
Resource Planner II	88
	80
Engineering Technician IV	115
Engineering Technician III	95
Engineering Technician I/II CAD Manager	87
	121
Assistant CAD Manager CAD II	115
CADI	112
	87
GIS Specialist III	107
GIS Specialist I/II	60
Environmental Resource Specialist V	133
Environmental Resource Specialist IV	121
Environmental Resource Specialist III	102
Environmental Resource Specialist II	83
Environmental Resource Technician	78
Administrative	79
Engineering Intern	46
Survey Intern	46
Information Technician III	84
Information Technician I/II	54
Direct Costs	
Outside Copies Blueprints Massages Delivery Cont	

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

Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2006

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

1. <u>Relationship Between Engineer and Client</u>: 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. <u>Responsibility of the Engineer</u>: 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.

- <u>Changes</u>: 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. <u>Suspension of Services</u>: 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

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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. <u>Termination</u>: 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. <u>Reuse of Documents</u>: 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.

- 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.
- <u>Compliance With Laws</u>: 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.

 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.
- <u>Governing Law & Dispute Resolutions</u>: 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.

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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. <u>Successors and Assigns</u>: 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. <u>Waiver of Contract Breach</u>: 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 and without effect to the extent they conflict with the terms of this Agreement.
- <u>Amendment</u>: 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. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 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.
- <u>Subcontracts</u>: 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.
- 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. <u>Notices</u>: 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.

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24. <u>Client's Responsibilities</u>: 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. <u>Payment</u>: 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:

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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.

Job Site Safety/Supervision & Construction Observation: The Engineer shall neither 28. 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. <u>Insurance and Indemnification</u>: 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. <u>Hazardous Materials/Pollutants</u>: 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.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc



AGENDA MEMO City Council Meeting October 5, 2015

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program, in an amount not to exceed \$30,966.00.

RESOLUTION

Background/History

Attached please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program. The following roads have been slated for the 2016 Street Maintenance Program:

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft)	PREVIOUS RESURFACING
69th	65	Marion Hills North	Clarendon Hills to Limit	2300	2001
Alabama	65	Clarefield	67th to Chestnut	1093	2000
Chestnut	65	Clarefield	Alabama to Richmond	2300	2000
Wilmette Ave	65	Hinsbrook	Hinsbrook-67th	2200	2004
Timber Ln	66	Hinsbrook	Cass- Darien Ln	920	2004
Sawyer Rd	65	Farmingdale Terrace North	Chippewa-Honey	1400	2004
Pine Tree Ln	68	Farmingdale Terrace North	Sawyer to Limit	160	2004
Woodland Dr	66	Farmingdale Terrace South	Frontage to Limit	700	2000
Discosola Ct	65	Darien Club	Darien Club Dr to Limit	350	2004
73 rd	66	Farmingdale 6,7,8,9	Summit to Hudson	1830	2002
Adams	65	Brookhaven #2	Plainfield to 75th	1300	2002
Sequoia Ln	65	Brookhaven #2	Adams to Williams	1500	2004
Hamilton Ln	65	Farming Ridge	Danbury to Carlton	360	2004
Danbury Dr	65	Farming Ridge	Hamilton to Green Valley	540	2004
Lyman Ave	65	Farming Ridge	Marborough to Green Valley	945	2000
Marco Ct	67	Marco Estates	Bailey-Limit	500	2000

PROPOSED 2016 ROAD PROGRAM

2016 Road Program Engineering Agreement October 5, 2015 Page 2

Lake Ridge Dr	65	Carriage Greens 3	Kimberly-Oldfield	1630	2004
Evergreen Lane	65	Carriage Greens 3	N. Frontage-Bailey	2613	2001
Chapman Ct	65	Marco Smart	Bailey-Limit	800	1999
Chapman Dr	66	Marco Smart	Bailey-Limit	800	1999
Von Drash Dr	65	Marco Smart	Bailey-Limit	450	1996
Urban Dr	65	Marco Smart	Bailey-Limit	475	1996
Kearney Rd	65	Darien Woods	Frontage-Limit	600	1998
Willmette	65	Hidden Lakes	N. Frontage to Limit	824	2000
LINEAR FEET			BASE BID	26,590	
MILES – BASE	BID			5.04	
Manning Road		Farming Ridge	Plainfield to Lyman	4,500	1997
LINEAR FEET			ALTERNATE BID	31,090	
MILES - ALTERN	NATE BID			.85	
MILES – TOTA	L			5.89	
City Hall Police D	Department			5,600 sq yd	2006

The proposed Engineering Agreement includes the following scope of services:

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

Total Engineering Cost for Task 1 - \$4,440.00

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

Total Engineering Cost for Task 2 - \$15,040.00

2016 Road Program Engineering Agreement October 5, 2015 Page 3

Task 3 – Coordination Meetings-CBBEL has assumed that two coordination meetings will be required with the City regarding the projects. Total Engineering Cost for Task 3 \$1 110 00

Total Engineering Cost for Task 3 - \$1,110.00

Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Total Engineering Cost for Task 4 - \$1,376.00

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

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

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

Cost for Task 1-	\$ 4,440.00
Cost for Task 2-	\$15,040.00
Cost for Task 3-	\$ 1,110.00
Cost for Task 4-	\$ 1,376.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 3,000.00</u>
Total cost	\$30,966.00

Funding for the Engineering Services would be expended from the following line item of the FY15/16 Budget:

ACCOUNT	PROJECT	ACCOUNT DESCRIPTION	FY 15/16	PROPOSED	PROPOSED
NUMBER	CODE		BUDGET	EXPENDITURE	BALANCE
25-35-4325	FYE167003	ENGINEERING BID SPECIFICATIONS	\$32,000.00	\$ 30,966.00	\$ 1,034.00

Committee Recommendation

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$30,966.00.

The Bid will not be awarded until the Funds for the proposed program are approved by the City Council. If the program is reduced, the engineering cost as proposed for some of the tasks will also be reduced.

2016 Road Program Engineering Agreement October 5, 2015 Page 4

Tentative Schedule

Description/Task	Completion Date
Prepare Bid Specifications	December 2015
Bid Due Date	January 2016
Committee Agenda Contract Review/Approval	January/February 2016
Council Agenda Contract Review/Approval	February/March 2016
Execute Contract	March 2016
Start Layout	April 2016
Start Construction	Mid-May 2016
Completion	July 2016

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

MEMO

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE 2016 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,966.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2016 Street Maintenance Program in an amount not to exceed \$30,966.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:			
NAYS:			
ABSENT:			

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

ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 11, 2015

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services 2016 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2016 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2016 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
69th	Clarendon Hills to Limit	2300
Alabama	67th to Chestnut	1093
Chestnut	Alabama to Richmond	2300
Wilmette Ave	Hinsbrook-67th	2200
Timber Ln	Cass- Darien Ln	920
Sawyer Rd	Chippewa-Honey	1400
Pine Tree Ln	Sawyer to Limit	160
Woodland Dr	Frontage to Limit	700
Discosola Ct	Darien Club Dr to Limit	350
73rd	Summit to Hudson	1830
Adams	Plainfield to 75th	1300
Sequoia Ln	Adams to Williams	1500
Hamilton Ln	Danbury to Carlton	360
Danbury Dr	Hamilton to Green Valley	540

Lyman Av	Marborough to Green Valley	945
Marco Ct	Bailey-Limit	500
Lake Ridge Dr	Kimberly-Oldfield	1630
Evergreen Lane	N. Frontage-Bailey	2613
Chapman Ct	Bailey-Limit	800
Chapman Dr	Bailey-Limit	800
Von Drash Dr	Bailey-Limit	450
Urban Dr	Bailey-Limit	475
Kearney Rd	Strontage-Limit	600
Willmette	N. Frontage to Limit	824
	BASE BID	26,590
Manning Rd	Plainfield to Lyman	4500
	ALTERNATE BID	31,090

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

The total length of streets to be resurfaced for the project is approximately 31,090 feet (5.9 miles).

SCOPE AND FEE

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

Engineer V \$185/hr x 24 hrs = \$4,440

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

Engineer V \$185/hr x 24 hrs	= \$ 4,440
Engineer I/II \$106/hr x 100 hrs	= \$10,600
	Total \$15,040

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

Engineer V \$185/hr x 2 meetings x 3 hrs = \$1,110

Total \$1,110

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

Engineer V \$185/hr x 4 hrs	=	\$	740
Engineer I/II \$ 106/hr x 6 hrs	=	\$	636
	Total	\$1	,376

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

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

Task 1	Field Reconnaissance	\$ 4,440
Task 2	Preparation of Bid Booklet	\$15,040
Task 3	Coordination Meetings	\$ 1,110
Task 4	Bidding Assistance	\$ 1,376
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	\$ 3,000
	NOT TO EXCEED	\$30,966

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

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

Sincere

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

Encl. Schedule of Charges General Terms and Conditions

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

BY:

TITLE:

DATE:

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2015

Demonstel	Charges*
Personnel	<u>(\$/Hr)</u>
Principal Engineer V/	257
Engineer VI	225
Engineer V	185
Engineer IV	148
Engineer III	134
Engineer I/II	106
Survey V	207
Survey IV	175
Survey III	149
Survey II	108
Survey I	84
Engineering Technician V	175
Engineering Technician IV	142
Engineering Technician III	127
Engineering Technician I/II	111
CAD Manager	154
Assistant CAD Manager	135
CAD II	134
CADI	105
GIS Specialist III	128
GIS Specialist I/II	71
Landscape Architect	148
Environmental Resource Specialist V	189
Environmental Resource Specialist IV	146
Environmental Resource Specialist III	122
Environmental Resource Specialist I/II	100
Environmental Resource Technician	96
Administrative	95
Engineering Intern	57
Information Technician III	113
Information Technician I/II	104

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2015.

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

1. <u>Relationship Between Engineer and Client</u>: 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. <u>Responsibility of the Engineer</u>: 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.

- <u>Changes</u>: 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. <u>Suspension of Services</u>: 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

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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. <u>Termination</u>: 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.

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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. <u>Reuse of Documents</u>: 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. <u>Standard of Practice</u>: 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.
- <u>Compliance With Laws</u>: 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.

 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. <u>Governing Law & Dispute Resolutions</u>: 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. <u>Successors and Assigns</u>: 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 and without effect to the extent they conflict with the terms of this Agreement.
- 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. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 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.
- Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. <u>Access and Permits</u>: 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. <u>Designation of Authorized Representative</u>: 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. <u>Notices</u>: 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. <u>Limit of Liability</u>: 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. <u>Client's Responsibilities</u>: 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:

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<u>Kotecki Waiver</u>. 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.

Job Site Safety/Supervision & Construction Observation: The Engineer shall neither 28. 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. <u>Insurance and Indemnification</u>: 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. <u>Hazardous Materials/Pollutants</u>: 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.

June 13, 2005

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AGENDA MEMO City Council Meeting October 5, 2015

ISSUE STATEMENT

Approval of a resolution awarding a contract extension to Homer Tree Care, Inc in an amount not to exceed \$91,600.00 for the City's 2015/2016 Tree Trimming and Removal Program.

RESOLUTION

BACKGROUND/HISTORY

The proposed contract is the 1st of two optional annual contract extensions. The Tree Trimming and Removal Contract was awarded to Homer Tree Care on October 7, 2014, Res. No R-105-14 with two optional annual contract extensions. Homer Tree Care, Inc. has acknowledged the extension and accepts the extensions as presented.

This year's tree trimming program consists of trimming approximately 1,750 parkway trees, including Ash trees with dead limbs, approximately 68 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Darien Club
- Downers Fairview
- Brookhaven Manor
- Alison Court

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering, and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents.

1 IIvate I Toper	ly free frimming	
Tree Trimming – Front Yard	Each	\$ 70.00
Tree Trimming – Back Yard	Each	\$135.00
Tree Removal per DBH (Front)	Per Inch	\$ 27.50
Tree Removal per DBH (Back)	Per Inch	\$ 37.50
Stump Grinding – Front	Each	\$ 50.00
Stump Grinding – Back	Each	\$ 75.00

Private Property Tree Trimming

The contract calls out for unit pricing for emergency services through November 30, 2016. Please find labeled as <u>Attachment A</u>, the bid results that were opened on September 10, 2014. The proposed contract is the first contract extensions for 2015-16.

2015-1	6 City of Dar	ien Tree Remov	al Sch	nedule	
DESCRIPTION	TINIT	ομαντιτν	TINI	TDDLCE	COST
DESCRIPTION	UNIT	QUANTITY	UNI	T PRICE	COST
Tree Trimming	Each	1,750	\$	31.00	\$ 54,250.00
Tree Removal per DBH	Per Inch	1,500	\$	18.50	\$ 27,750.00
Misc Stump Removal	Each	120	\$	80.00	\$ 9,600.00
Total Cost					\$ 91,600.00

The proposed expenditure would be expended from the following accounts:

ACCOUNT	ACCOUNT	FY 15/16	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
01-30-4375	TREE TRIMMING AND REMOVAL	\$91,600.00	\$91,600.00	0

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution awarding a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$91,600.00 for the City's 2015/16 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

ALTERNATE DECISION

Not approving the contract extension.

DECISION MODE

This item will be placed on the October 5, 2015 City Council agenda for formal consideration.

OPENING DATE/TIME: September 10, 2014 10:00 a.m.



Attachment A

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					inblaric Trae S	Winklar's Trae & Landsconing Inc	, ul				Homer T	Homer Tree Care Inc		
City of Darien Parkway							211							
Fiscal Year			201	2014/2015	201	2015/2016	201	2016/2017	2	2014/2015	201	2015/2016	20	2016/2017
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL COST
Tree Trimming	Each	1,750	\$ 64.51	\$ 112,892.50	\$ 67.51	\$118,142.50	\$ 71.00	\$ 124,250.00	\$ 31.00	\$ 54,250.00	\$ 31.00	\$ 54,250.00	\$ 31.00	\$ 54,250.00
Tree Removal per DBH	Per Inch	650	\$ 29.75	\$ 19,337.50	\$ 30.91	\$ 20,091.50	\$ 36.00	\$ 23,400.00	\$ 18.50	\$ 12,025.00	\$ 18.50	\$ 12,025.00	\$ 18.50	\$ 12,025.00
Misc Stump Removal	Each	85	\$ 92.00	\$ 7,820.00	\$ 96.00	\$ 8,160.00	\$ 100.00	\$ 8,500.00	\$ 80.00	\$ 6,800.00	\$ 80.00	\$ 6,800.00	\$ 80.00	\$ 6,800.00
Subtotal - Section A			\$ 186.26	\$ 1.	\$ 194.42	\$146,394.00	\$ 207.00	\$ 156,150.00	\$129.50	\$ 73,075.00	\$129.50	\$ 73,075.00	\$129.50	\$ 73,075.00
DESCRIPTION	UNIT	PROPOSED	UNIT	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL COST	UNIT	TOTAL	UNIT	TOTAL COST	UNIT	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 350.00	\$ 350.00	S	\$ 380.00	\$ 425.00	\$ 425.00	\$ 70.00	s	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00
Tree Trimming-Back Yard	Each	1	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00	\$ 750.00	\$ 750.00	\$135.00	\$ 135.00	\$135.00	\$ 135.00	\$135.00	\$ 135.00
ont	Per Inch	1	\$ 35.00	\$ 35.00	\$ 39.00	\$ 39.00	\$ 44.00	\$ 44.00	\$ 27.50	\$ 27.50	\$ 27.50	\$ 27.50	\$ 27.50	\$ 27.50
Tree Removal per DBH (Back)	Per Inch	1	\$ 97.00	\$ 97.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 110.00	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50
Stump Grinding-Front	Each	1	\$ 95.00	s	\$ 99.00	\$ 99.00	\$ 105.00	\$ 105.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Stump Grinding-Back	Each	1	\$ 195.00	\$ 195.00	\$ 200.00	\$ 200.00	\$ 225.00	\$ 225.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Subtotal - Section B			\$ 1,422.00	\$ 1,422.00	\$1,518.00	\$ 1,518.00	\$1,659.00	\$ 1,659.00	\$395.00	\$ 395.00	\$395.00	\$ 395.00	\$395.00	\$ 395.00
Emergency Services		40.00	\$ 290.00	\$ 11,600.00	\$ 320.00	\$ 12,800.00	\$ 390.00	\$ 15,600.00	\$200.00	\$ 8,000.00	\$200.00	\$ 8,000.00	\$200.00	\$ 8,000.00
TOTAL - SECTIONS A, B & C	0			\$ 153,072.00		\$ 160,712.00		\$ 173,409.00		\$ 81,470.00		\$ 81,470.00		\$ 81,470.00
					Arborw	Arborworks, LLC					Groundske	Groundskeeper Landscape		
City of Darien Parkway														
Fiscal Year			201	2014/2015	201	2015/2016	201	2016/2017	2	2014/2015	201	2015/2016	20	2016/2017
DESCRIPTION	TINIT	PROPOSED LINITS	UNIT	TOTALCOST	UNIT	TOTAL	UNIT	TOTALCOST	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL COST
Tree Trimming	Each	1,750	\$ 67.00		\$	\$120,750.00	2	\$ 124,372.50	\$ 57.14	\$	• • •	\$102,497.50	\$ 60.02	\$ 105,035.00
Tree Removal per DBH	Per Inch	650			\$ 23.18	\$ 15,067.00	\$ 23.88	\$ 15,522.00	\$ 28.00	s		\$ 18,655.00	\$ 29.42	\$ 19,123.00
Misc Stump Removal	Each	85	\$ 68.00	\$ 5,780.00	\$ 70.00	\$ 5,950.00	\$ 72.01	\$ 6,120.85	\$ 90.00	\$ 7,650.00	\$ 92.00	\$ 7,820.00	\$ 94.30	\$ 8,015.50
Subtotal - Section A			\$ 157.50	\$ 137,655.00	\$ 162.18	\$141,767.00	\$ 166.96	\$ 146,015.35	\$175.14	\$125,845.00	\$179.27	\$128,972.50	\$183.74	\$ 132,173.50
									_					
DESCRIPTION	UNIT	UNITS	Ъ	DTA	Ρ	ŭ	<u>_</u>	DTAI	PRICE	ö	-	ŭ	PRICE	DTAI
Tree Trimming-Front Yard	Each	1		s	S				\$125.00	S	_		\$131.00	
Tree Trimming-Back Yard	Each	1	4	\$	\$	4	7	7	\$150.00	\$	-	-	\$158.00	1
Tree Removal per DBH (Front Per Inch	Per Inch	1	\$ 60.00	S	\$ 61.80	\$ 61.80	\$ 63.65	\$ 63.65	\$ 31.00	\$ 31.00	\$ 32.00	\$ 32.00	\$ 33.00	\$ 33.00
Tree Removal per DBH (Back) Per Inch	Per Inch	1	\$ 80.00	s	Ś	\$ 82.40	\$ 84.87	\$ 84.87	\$ 39.50	s			\$ 41.50	\$ 41.50
Stump Grinding-Front	Each	1	\$ 100.00	s	\$ 103.00	\$ 103.00	\$ 106.09	\$ 106.09	\$120.00	s		\$ 123.00	\$126.00	\$ 126.00
Stump Grinding-Back	Each	1	\$ 200.00	S	\$ 206.00	\$ 206.00	\$ 212.18	\$ 212.18	\$140.00	\$ 140.00			\$147.00	\$ 147.00
Subtotal - Section B			\$ 1,090.00	\$ 1,090.00	\$1,122.70	\$ 1,122.70	\$1,156.38	\$ 1,156.38	\$605.50	\$ 605.50	\$620.50	\$ 620.50	\$636.50	\$ 636.50
										-	-			
Emergency Services		40.00	\$ 195.00	\$ 7,800.00	\$ 199.82	\$ 7,992.80	\$ 205.81	\$ 8,232.40	\$250.00	\$ 10,000.00	\$255.00	\$ 10,200.00	\$265.00	\$ 10,600.00
TOTAL - SECTIONS A, B & C	7)			\$ 146,545.00		\$150,882.50		\$ 155,404.13		\$136,450.50		\$139,793.00		\$ 143,410.00

SEALED BID: 2014 Tree Trimming Program

OPENING DATE/TIME: September 10, 2014 10:00 a.m.

City of Darien Parkway Fiscal Year	<u> </u>											_			
City of Darien Parkway Fiscal Year				Arborworks,	orks, LLC							Groundske	Groundskeeper Landscape	. 0	
City of Darien Parkway Fiscal Year											_				
Fiscal Year											_				
		201	2014/2015	2015	2015/2016	20 j	2016/2017			201	2014/2015	201	2015/2016	20	2016/2017
	PROPOSED	UNIT		UNIT	TOTAL	UNIT			PROPOSED	LINU	TOTAL	UNIT	TOTAL	UNIT	
DESCRIPTION	UNITS	PRICE	TOTAL COST	PRICE	COST	PRICE	TOTAL COST	UNIT	UNITS	PRICE	COST	PRICE	COST	PRICE	TOTAL COST
Tree Trimming Each	1,750 \$	\$ 67.00	\$ 117,250.00	\$ 69.00	\$ 120,750.00	\$ 71.07	\$ 124,372.50	Each	1,750	\$ 57.14	\$ 99,995.00	\$ 58.57	\$ 102,497.50	\$ 60.02	\$ 105,035.00
Tree Removal per DBH Per Inch	100 \$	\$ 22.50	\$ 2,250.00	\$ 23.18	\$ 2,318.00	\$ 23.88	\$ 2,388.00	Per Inch	100	\$ 28.00	\$ 2,800.00	\$ 28.70	\$ 2,870.00	\$ 29.42	\$ 2,942.00
Misc Stump Removal Each	20 \$	\$ 68.00	\$ 1,360.00	\$ 70.00	\$ 1,400.00	\$ 72.01	\$ 1,440.20	Each	20	\$ 90.00	\$ 1,800.00	\$ 92.00	\$ 1,840.00	\$ 94.30	\$ 1,886.00
Subtotal - Section A	\$	\$ 157.50	\$ 120,860.00	\$ 162.18	\$ 124,468.00	\$ 166.96	\$ 128,200.70			\$175.14	#######################################	\$ 179.27	\$ 107,207.50	\$183.74	\$ 109,863.00
	PROPOSED	UNIT		UNIT	TOTAL	UNIT			PROPOSED	LINU	TOTAL	UNIT	TOTAL	UNIT	
DESCRIPTION	UNITS	PRICE	TOTAL COST	PRICE	COST	PRICE	TOTAL COST	UNIT	UNITS	PRICE	COST	PRICE	COST	PRICE	TOTAL COST
Tree Trimming-Front Yard Each	1 \$	\$ 250.00	\$ 250.00	\$ 257.50	\$ 257.50	\$ 265.23	\$ 265.23	Each	1	\$125.00	\$ 125.00	\$ 128.00	\$ 128.00	\$131.00	\$ 131.00
Tree Trimming-Back Yard Each	1 \$	\$ 400.00	\$ 400.00	\$ 412.00	\$ 412.00	\$ 424.36	\$ 424.36	Each	1	\$150.00	\$ 150.00	\$ 154.00	\$ 154.00	\$158.00	\$ 158.00
Tree Removal per DBH (Front) Per Inch	1 \$	\$ 60.00	\$ 60.00	\$ 61.80	\$ 61.80	\$ 63.65	\$ 63.65	Per Inch	1	\$ 31.00	\$ 31.00	\$ 32.00	\$ 32.00	\$ 33.00	\$ 33.00
Tree Removal per DBH (Back) Per Inch	1 \$	\$ 80.00	\$ 80.00	\$ 82.40	\$ 82.40	\$ 84.87	\$ 84.87	Per Inch	1	\$ 39.50	\$ 39.50	\$ 40.50	\$ 40.50	\$ 41.50	\$ 41.50
Stump Grinding-Front Each	1 \$	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 106.09	\$ 106.09	Each	1	\$120.00	\$ 120.00	\$123.00	\$ 123.00	\$126.00	\$ 126.00
Stump Grinding-Back Each	1 \$	\$ 200.00	\$ 200.00	\$ 206.00	\$ 206.00	\$ 212.18	\$ 212.18	Each	1	\$140.00	\$ 140.00	\$143.00	\$ 143.00	\$147.00	\$ 147.00
Subtotal - Section B	\$	\$ 1,090.00	\$ 1,090.00	\$1,122.70	\$ 1,122.70	\$1,156.38	\$ 1,156.38			\$605.50	\$ 605.50	\$ 620.50	\$ 620.50	\$636.50	\$ 636.50
											_				
Emergency Services	40.00 \$	\$ 195.00	\$ 7,800.00	\$ 199.82	\$ 7,992.80	\$ 205.81	\$ 8,232.40		40.00	\$250.00	\$ 10,000.00	\$ 255.00	\$ 10,200.00	\$265.00	\$ 10,600.00
											_ _				
TOTAL - SECTIONS A, B & C			\$ 129,750.00		\$ 133,583.50		\$ 137,589.48				###########		\$ 118,028.00		\$ 121,099.50

мемо

A RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT EXTENSION TO HOMER TREE CARE, INC IN AN AMOUNT NOT TO EXCEED \$91,600.00 FOR THE CITY'S 2015/2016 TREE TRIMMING AND REMOVAL PROGRAM

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 award a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$91,600.00 for the City's 2015/2016 Tree Trimming and Removal Program

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 5th day of October, 2015.

AYES: _______NAYS: ______ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA MEMO City Council Meeting October 5, 2015

ISSUE STATEMENT

A resolution_authorizing the Mayor to accept a proposal from MJ Concrete to remove and replace the exterior trough drains and concrete adjacent to the Police Department Sally Port 1710 Plainfield Road not to exceed a total cost of \$8,230.00

RESOLUTION

BACKGROUND/HISTORY

The existing trough drains adjacent to the sally port at the Police Department are deteriorating due to corrosion further causing the supporting concrete to deteriorate. The trough drain and the supporting concrete are integral for drainage and maneuvering police department vehicles over the structure for accessing and departing the sally port garage.

The project requires the following:

- 1. Removal of the Existing Drain and Adjacent Concrete
- 2. Installation of New Trough Drain-Existing Angle Iron and Grates to be Utilized
- 3. Forming and Pouring of Concrete

Estimates for the work were solicited by Staff and had received the following quotes:

MJ Concrete Concrete Management

The proposed expenditure would be funded from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED EXPENDITURE	RUNNING BALANCE AFTER EXPENDITURE
01-30-4223	Municipal Complex- Maintenance	\$37,250.00	\$ 8,230.00	\$ 29,020.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolutions for a total amount not to exceed \$8,230.00.

ALTERNATE DECISION

Not approving the resolution.

Municipal Complex Trough and Concrete Project September 28, 2015 Page 2

DECISION MODE This item will be placed on the October 5, 2015 City Council agenda for formal consideration.



MEMO

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM MJ CONCRETE TO REMOVE AND REPLACE THE EXTERIOR TROUGH DRAINS AND CONCRETE ADJACENT TO THE POLICE DEPARTMENT SALLY PORT 1710 PLAINFIELD ROAD NOT TO EXCEED A COST OF \$8,230.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from MJ Concrete to remove and replace the exterior trough drains and concrete adjacent to the Police Department Sally Port 1710 Plainfield Road not to exceed a total cost of \$8,230.00, a copy of which is attached hereto as "<u>Exhibit A</u>" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

AYES:		
NAYS:		
ABSENT:		

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A



308 HONEYTREE DR.

ROMEOVILLE, IL 60446

Phone # (630) 337-8634

 DATE
 ESTIMATE NO.

 7/28/2015
 2213

NAME / ADDRESS/PHONE

CITY OF DARIEN (POLICE DEPT.) 1041 S. FRONTAGE RD. DARIEN, IL, 60561

MJ CONCRETE

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DESCRIPTION			QTY	TOTAL
JOB INCLUDES: BREAK OUT EXISTING TROFT DRAIN & HAUL AWAY DEBRIS - 46' Ftt T INSTALL NEW TROFT DRAIN TO CREATE POSSITIVE PITCH (REUSE ANGLE IRON & CONFIRM: USV OF PNOLE JANN - 8" OF PNOLE JANN - 8" OF PNOLE JANN - 44 Bur 3' ¢	GRATES)	а а		8,230.00
- EMAIL ADANS Musilt PHONE				
	TOTAL	\$8,230.0	0	

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANSHIP MANNER FOR THE SUM OF

(\$______) DOLLARS. BALANCE TO BE PAID AT THE COMPLETION OF JOB UNLESS OTHERWISE SPECIFIED IN WRITING. DEPOSIT ______ BALANCE _____ ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COST OF MATERIALS OR LABOR WILL ONLY BE EXECUTED UPON WRITTEN ORDERS FOR SAME, AND WILL BECOME AN EXTRA CHARGE OVER THE SUM MENTIONED IN PROPOSAL. ALL AGREEMENTS MUST BE MADE IN WRITING. CRACKING & SPAULDING ARE NOT GAURANTEED RESPECTFULLY SUBMITTED BY

ACCEPTANCE

SIGNATURE