* * * * * *	REVISED
PRE-	COUNCIL WORK SESSION — 7:00 P.M.
	Agenda of the Regular Meeting
	of the City Council of the
	CITY OF DARIEN
	March 16, 2015
	7:30 PM
1.	Call to Order
2.	Pledge of Allegiance
3.	Roll Call
4.	Declaration of Quorum
5.	Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18).
6.	Approval of Minutes — March 2, 2015
7.	Receiving of Communications
8.	Mayor's Report A. Darien Chamber of Commerce Update
9.	City Clerk's Report
10.	City Administrator's Report
11.	Department Head Information/Questions A. Police Department Monthly Report — 1st Period 2015
12.	Treasurer's Report

13. Standing Committee Reports

A. B. Warrant Number — <u>14-15-21</u> Monthly Report — <u>February 2015</u>

14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)

- 15. Old Business
- 16. Consent Agenda
 - A. Consideration of a Motion to Approve <u>an Ordinance Abating Property Tax</u>
 Heretofore Levied by Ordinance No. O-28-12
 - B. Consideration of a Motion Authorizing the 2015 Emerald Ash Borer Treatment
 Plan (Phase 2) and Approving a Resolution Authorizing the Mayor to
 Execute a Contract for the 2015 Emerald Ash Borer Treatment Plan with
 Tru-Green Inc in an Amount not to Exceed \$165,000
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract for the 2015 Ditch Maintenance Project Between the City of Darien and Scorpio Construction in an Amount not to Exceed \$291,715.00
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of Darien and the Village of Woodridge for the Purpose of Sharing Costs for Design and Construction Engineering and the Construction of the 83rd Street Roadway Improvements in an Amount not to Exceed \$115,000.00
 - E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of Darien and the County of DuPage for the Purpose of Sharing Costs for Design and Construction Engineering and Construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project
 - F. Consideration of a Motion to Approve a Resolution Approving an Engineering

 Agreement with Christopher B. Burke Engineering, Ltd. For the Phase
 I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II

 Engineering for the Bailey Road Traffic Signalization in an Amount not to

 Exceed \$196,795.00
- 17. New Business
- 18. Questions, Comments and Announcements General (This is an opportunity for the public to make comments or ask questions on any issue 3 Minute Limit Per Person)
- 19. Adjournment



A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE MARCH 2, 2015 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:05 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

March 2, 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**

Eagle Scouts, Charles Raymond Allen, Andrew Szelina and Joseph Szelina led the Council and audience in the Pledge of Allegiance.

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

Present: Tina Beilke Joseph A. Marchese

Thomas J. Belczak
Joseph A. Kenny
Ted V. Schauer
Joerg Seifert

Absent: Sylvia McIvor

Also in Attendance: Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk Michael J. Coren, City Treasurer Bryon D. Vana, City Administrator Paul Nosek, Assistant City Administrator Daniel Gombac, Director of Municipal Service

Ernest Brown, Police Chief Greg Cheaure, Police Sergeant

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

5. QUESTIONS, COMMENTS AND ANNOUNCEMENTS - GENERAL

There were none.

6. **APPROVAL OF MINUTES** - February 17, 2015 City Council Meeting

It was moved by Alderman Seifert and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of February 17, 2015 as presented.

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

Nays: None

Absent: McIvor

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

7. **RECEIVING OF COMMUNICATIONS**

Chief Brown provided an update on the October and November burglaries. In collaboration with other agencies, three subjects have been identified; the investigation is ongoing.

8. MAYOR'S REPORT

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION COMMENDING CHARLES RAYMOND ALLEN FOR HIS ACHIEVEMENT TO THE RANK OF EAGLE SCOUT IN THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS

Mayor Weaver read the resolution into the record.

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

March 2, 2015

RESOLUTION NO. R-20-15

A RESOLUTION COMMENDING CHARLES RAYMOND ALLEN FOR HIS ACHIEVEMENT TO THE RANK OF EAGLE SCOUT IN THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS

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

Schauer, Seifert, Weaver, Ragona, Coren, Murphey,

Vana

Nays: None

Absent: None

Results: Ayes 12, Nays 0, Absent 0 MOTION DULY CARRIED

Eagle Scout Charles Raymond Allen accepted the proclamation; he thanked the Council for this recognition.

B. CONGRATULATORY LETTERS TO EAGLE SCOUTS: CHARLES RAYMOND ALLEN, ANDREW SZELINA AND JOSEPH SZELINA

Mayor Weaver presented Eagle Scouts Charles Raymond Allen, Andrew Szelina and Joseph Szelina with congratulatory letters.

C. MAYORAL PROCLAMATION "HINSDALE SOUTH DANCELINE DAY" (MARCH 2, 2015)

Mayor Weaver read into the record a proclamation declaring March 2, 2015 as Hinsdale South Danceline Day in the City of Darien.

Head Coach Courtney Gillette and Assistant Coach Heather Riggs accepted the proclamation; recognition was given to the team and their supporters that included Hinsdale South High School, parents, and city.

D. CANCER SMASHERS

Jessica Placzak representative for the local Darien group known as "The Cancer Smashers" who volunteer their time to help raise funds to fight cancer. Jessica invited all to attend Cancer Smashers Fun Fair at Eisenhower Jr. High School on

Saturday, March 14th from 5:00 P.M. – 9:00 P.M. All proceeds will go towards the Cancer Smashers Postdoctoral Fellow Award of the Robert H. Lurie Comprehensive Cancer Center of Northwestern University.

E. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF JOHN M. BRESLIN TO THE POLICE PENSION BOARD

It was moved by Alderman Schauer and seconded by Alderman Marchese to approve the appointment of John M. Breslin to the Police Pension Board.

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

Nays: None

Absent: McIvor

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

Clerk Ragona administered the Oath of Office to John M. Breslin.

9. CITY CLERK'S REPORT

Clerk Ragona invited all to Meet and Greet the Mayor on March 16, 2015 at 6:00 P.M. at City Hall in the upstairs conference room.

10. CITY ADMINISTRATOR'S REPORT

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – 13th PERIOD 2014

Chief Brown provided an update regarding parking on Andermann Lane, a private street. The City Attorney is working on an agreement with the management of the Farmingdale Complex.

Chief Brown reviewed the 13th Police Period Report (December 15, 2014 – January 11, 2015). Topics included:

- Citizen Tips
- Crime Update
- Community Engagement

- Burglaries in Darien
- Police Department People and Places
- Review of Agency and Police Department Efficiencies
- Police Department Trends
- Statistics

Chief Brown responded to questions from the City Council.

12. TREASURER'S REPORT

A. WARRANT NUMBER 14-15-20

It was moved by Alderman Seifert and seconded by Alderman Belczak to approve payment of Warrant Number 14-15-20 in the amount of \$591,143.11 from the enumerated funds; and \$244,996.09 from payroll funds for the period ending 02/19/15; for a total to be approved of \$836,139.20.

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

Nays: None

Absent: McIvor

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

13. STANDING COMMITTEE REPORTS

Municipal Services Committee — Chairman Marchese announced the minutes of the November 24, 2014 meeting were approved and submitted to the Clerk's Office. He advised the next meeting of the Municipal Services Committee is scheduled for March 23, 2015 at 6:30 P.M.

Administrative/Finance Committee – Chairman Schauer announced the meeting scheduled for March 2nd was cancelled due to lack of agenda items. The next meeting of the Administrative/Finance Committee is scheduled for April 6, 2015 at 6:00 P.M. He announced that the next budget meeting will be held on March 3, 2015 at 6:30 P.M. in the Council Chambers.

Police Committee – Alderman Kenny announced the next meeting of the Police Committee is scheduled for March 16, 2015, at 6:00 P.M. in the Police Department Training Room.

14. QUESTIONS AND COMMENTS – AGENDA RELATED

There were none.

15. **OLD BUSINESS**

There was no old business.

16. CONSENT AGENDA

Mayor Weaver announced that Consent Agenda Item G had been moved to New Business as Item A.

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

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

A. A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS "J" TEMPORARY LIQUOR LICENSE FOR OUR LADY OF PEACE CATHOLIC SCHOOL

B. ORDINANCE NO. O-03-15

AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN (TRAFFIC VESTS – 75, SAMSONITE PLASTIC BRIEFCASE AND PLASTIC CD DISC RACKS – 2)

- C. A MOTION TO APPROVE THE PURCHASE OF A RECORDING SYSTEM FOR DIGITAL PHONES USING DEPARMENT OF JUSTICE REWARD MONEY
- D. A MOTION TO APPROVE THE PURCHASE OF SEVENTEEN (17) ACTIVE SHOOTER RESPONSE KITS USING DEPARTMENT OF JUSTICE AWARD MONEY
- E. RESOLUTION NO. R-21-15

 A RESOLUTION APPROVING AND PUBLISHING THE UPDATED CITY OF DARIEN OFFICIAL ZONING MAP
- F. ORDINANCE NO. O-04-15

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

(DARIEN TOWN CENTRE PUD, 2189 75^{TH} STREET, ILLINOIS, AMVETS COLLECTION

CENTER AT WAL-MART)

G. RESOLUTION NO. R-22-15

A RESOLUTION AUTHORIZING PARTICIPATION IN THE 2015 COMED GREEN REGION PROGRAM FOR THE

SOUTH	GROVE	PARK	DETENTION
FACILITY	PROGRAM	1	

- H. RESOLUTION NO. R-23-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE AND VALVE INC. FOR THE CLOW EDDY FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- I. RESOLUTION NO. R-24-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE AND VALVE INC. FOR THE CLOW MEDALLION FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- J. RESOLUTION NO. R-25-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE AND VALVE INC. FOR THE CLOW EDDY F2500 FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- K. RESOLUTION NO. R-26-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM ZIEBELL WATER SERVICE PRODUCTS FOR THE TRAVERSE CITY FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- L. RESOLUTION NO. R-27-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM ZIEBELL WATER SERVICE PRODUCTS FOR THE WATEROUS PACER FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- M. RESOLUTION NO. R-28-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR THE MUELLER SUPER CENTURION FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016
- N. RESOLUTION NO. R-29-15
- A RESOLUTION ACCEPTING A PROPOSAL FROM ZIEBELL WATER SERVICE PRODUCTS FOR THE U.S. PIPE FIRE HYDRANT REPAIR PARTS AS REQUIRED FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

City Council Meeting

March 2, 2015

O. RESOLUTION NO. R-30-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR SMITH AND BLAIR STAINLESS STEEL WATER MAIN REPAIR CLAMPS STYLE 226 WITH STAINLESS STEEL BOLTS FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

P. RESOLUTION NO. R-31-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR SMITH AND BLAIR STAINLESS STEEL WATER MAIN REPAIR CLAMPS STYLE 238 IN VARIOUS SIZES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

Q. RESOLUTION NO. R-32-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR TYPE K COPPER PIPE FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

R. RESOLUTION NO. R-33-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR MUELLER BRAND BRASS FITTINGS FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

S. RESOLUTION NO. R-34-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

T. RESOLUTION NO. R-35-15

A RESOLUTION ACCEPTING A PROPOSAL FROM HD SUPPLY WATERWORKS FOR GENERAL WATER DEPARTMENT UTILITY FIXTURES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

U. RESOLUTION NO. R-36-15

A RESOLUTION ACCEPTING A PROPOSAL FROM EAST JORDAN IRON WORKS FOR EAST JORDAN FIRE HYDRANT, VALVES AND ACCESSORIES AS REQUIRED FOR A

City Council Meeting

March 2, 2015

PERIOD OF MAY 1, 2015 THROUGH APRIL 30, 2016

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

Nays: None

Absent: McIvor

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

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE APPROVING A VARIATION TO THE SIGN CODE (PZC 2015-01: 7511 LEMONT RD, CHESTNUT COURT SHOPPING CENTER, OLD FASHIONED SWEETS)

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

ORDINANCE NO. 0-05-15

AN ORDINANCE APPROVING A VARIATION TO THE SIGN CODE (PZC 2015-01: 7511 LEMONT RD, CHESTNUT COURT SHOPPING CENTER, OLD FASHIONED SWEETS)

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

Abstain: Beilke

Nays: None

Absent: McIvor

Results: Ayes 5, Nays 0, Abstain 1 Absent 1

MOTION DULY CARRIED

18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Mayor Weaver received communication from Deborah Allen of the 900 block of Ironwood Avenue who expressed her appreciation of the successful Sierra/Ironwood

drainage project; she thanked the Municipal Services Department for their plowing efforts.

Alderman Marchese announced that nominations for the Darien Lions Club Humanitarian Award are being accepted. Information can be found on the Darien Lions Club website, Channel 6, and Direct Connect.

Alderman Belczak announced the Darien Lions Club Annual Pancake Breakfast will take place on March 22, 2015 at Eisenhower Jr. High School from 7:30 A.M. – 1:00 P.M.

Mayor Weaver recognized and congratulated student Warren Dawes who placed 1st at the Post and District levels in the Voice of Democracy Scholarship competition; Warren placed 9th in the State competition.

Boy Scout Dean Driggers from Troop 101 introduced himself; he explained that he was working toward earning merit badges for Communication and Citizenship. He announced that Troop 101 will be hosting their Annual Pancake Breakfast on March 8, 2015 at Eisenhower Junior High School.

19. **ADJOURNMENT**

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

VIA VOICE VOTE - MOTION DULY CARRIED

The City Council meeting adjourned at 8:29 P.M.

		Mayor
	•	
City Clerk	<u> </u>	

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 03-02-15. Minutes of 03-02-15 CCM.

10



CITY OF DARIEN

Police Department

POLICE PERIOD REPORT

1st Period 2015

January 12, 2015 - February 8, 2015

Professionalism

Integrity

Respect

Compassion

Inside This Issue

Department Highlights	2
Department Tools	3
Crime Free Housing	4
Community Engagement	5-6
Crime Information/Burglary Update	7
Statistics	8-11

DEPARTMENT HIGHLIGHTS

There are significant philosophical changes underway within the Darien Police Department. The one change involves management accountability. That change affords the shift supervisors the opportunity and authority to manage every aspect of police operations from community engagement to overtime to crime prevention at their level. The other change moves us towards a full community oriented policing department. What this means in real terms is that every action in the department is driven by relationship building and collaborative relationships with the citizens of Darien. The goal of the relationship building is multifaceted. Relationships spawn trust, trust leads to communication and communication leads to problem solving. As the problems of our community become more and more complex, and they will, the need for solutions framed by multiple thoughts and ideas becomes increasingly important. This involves sharing information and soliciting the input, empowerment and participation of our citizens in the problem solving process as we seek to resolve crime and chronic disorder related problems in Darien. The era where a police supervisor, manager or administrator could simply turn over squad car keys and bid an officer safety for eight hours, without direction no longer exists. The managers must now give direction to officers based upon crime conditions and an expectation that we have a professional and moral obligation to prevent crime as much as we have an obligation to apprehend offenders. For those reasons, unlike many of our past issues of the newsletter, that were devoted to general information about crime, this issue will be almost exclusively devoted to community engagement and how to collectively address crime and disorder.

Please remember to follow me on Twitter ChiefBrown@ernest_brown. I post events and milestones of interest to the citizens of Darien about the successes and benchmarks of the Darien Police Department. I hope to have open dialogue with many of you about your ideas and wishes for future efforts of the Darien Police Department. We are considering a virtual ride-a-long on twitter and would love to have many of the Darien residents as possible following me on twitter.

On February 26, 2015, the Chief participated in an event at Downers Grove South High School entitled Unsung Heroes. The event was in honor of Black History Month and was hosted by students and faculty at Downers Grove South. The event consisted of students showcasing an array of skills in multiple disciplines, correlates with historical figures of reknown and those local citizens who have achieved success in a variety of professional endeavors.

We spoke recently about a national program called Coffee with a Cop. One of our officers will be taking the lead on this project that will also be an ongoing effort toward community engagement and partnership building. The way the program will work is that we will reach out to various establishments, arrange specific dates for the establishment to host, and we will have an officer there to chat with members of the community and answer questions related to public safety and law enforcement. Relationships are only as good as the effort that we put into them, so together we can make coffee with a cop work.

DEPARTMENT TOOLS

In an effort to showcase new ideas and underscore how seized monies are spent, The Darien Police Department recently acquired a crime scene processing screen. The purpose of this item is to prevent innocent eyes from being direct or vicarious witnesses to a tragedy that may occur on the public way. Psychologists have linked the witnessing of carnage to desensitized perceptions, especially among our youth. The screen will allow investigators to engage in their necessary tasks related to follow up while ensuring that the carnage is not visible to the public. The screen can be used at a traffic accident, or a homicide, or any other type of incident where it is warranted. This is a piece of equipment that we hope we will never need to use, please see the photograph below.



Many of you may have seen our new radar sign over on Ripple Ridge, this too was purchased with money seized by the Darien police officer assigned to a federal drug enforcement task force. The purpose of the speed sign, which is equipped with the latest technology, is to allow city officals to accurately measure the scope of a traffic complaint and when the sign is placed on certain streets, to allow drivers the opportunity to self-correct speeding behaviors that not only violate the law, but create a clear picture of the scope of any speeding complaints. The radar sign was purchased in February and is one of two. The sign was placed on Ripple Ridge based upon the concerns of residents about speeding on that street.



CRIME FREE HOUSING

Earlier this year, at the request of the Darien Police Department, The Darien City Council enacted an ordinance designed to ensure Darien's continued safety well into the future and in spite of any new crime trends. The Crime Free Housing Ordinance was passed with the intent of ensuring that everyone in Darien becomes stakeholders in Darien's future safety. The list of stakeholders includes homeowners, renters and property owners and managers who oversee rental property. On Wednesday March 4th, 2015 the Darien Police Department hosted its first round of training for property managers. Officers Nick Skweres and Joe Pastick led the classromm which lasted for about five hours. Additional training will be offered and we encourage you to attend if you rent multi-unit properties or are simply renting your home or condo. There is a wealth of invaluable information available. If you wish to attend a class or receive additional information, please contact Nick Skweres via e-mail, nskweres@darienil.gov or Joe Pastick; jpastick@darienil.gov.







GREAT INSTRUCTORS = ATTENTIVE CLASS, THANKS TO ALL WHO PARTICIPATED!

COMMUNITY ENGAGEMENT AND PARTNERSHIPS

In recent months there has been quite a bit of media coverage dealing with police procedure, misconduct and decision making in high stress situations. Without entering the debate or discussing the merits of individual cases, the Darien Police Department is seeking Darien citizens above the age of eighteen (18) who would be interested in participating with a Darien range officer in our firearms simulator training. This training is not designed to make you a marksman, but simply to introduce our community to the split second decision making required of your police officers. The goal is not to win converts, but to build relationships and develop an understanding of how those decisions are reached in those minutes leading up to critical events. If you are interested in participating in a session, please contact Rose Gonzalez via e-mail at rgonzalez@darienil.gov or at 630-353-8133. We will run each session with a minimum of three student citizens and no more than five at each session. Rose will schedule your class and contact you with the date and time. Should we get ample participation, this will likely be an on-going effort.

Another effort at partnerships that we must really embrace is our private surveillance registry. This program's goals are to develop a network that will help us in identifying offenders in an array of criminal or nuisance incidents through the use of private surveillance video. Once you've registered, you would only be contacted if there was an incident that may have been captured by your surveillance system. We would then download your video images and inventory them as evidence. In order to register your system, please contact ssherman@darienil.gov or 630-353-8145.

The final mention about community engagement and partnerships involves the desire of the Darien Police Department to come out and speak to your community group, home owner's association, condo association, VFW, Lions Club, Darien Swim Club, Rotary Club, Ladies Auxiliary, Eagles Nest or any community group that would like a speaker from the police department including the Chief of Police, please reach out to us. This is one of the circumstances where we would love to talk to you and tell you about the great things we are doing, services we offer and answer any questions that you may have. We can only do so if you invite us and put us on your agenda. We in the Darien Police Department look forward to every opportunity to serve you and to work alongside of you to solve problems and keep Darien as one of the safest cities in America.

COMMUNITY ENGAGEMENT Jan 12, 2015 thru Feb 8, 2015

<u>VEHICLE BURGLARY PREVENTION HANG ONS - ELDERLY SERVICES - TOURS OF PD - TALKS WITH YOUTH GROUPS - ETC.</u>

Number of	
Engagement	
Locations	11
Contact	
Time in	2411.2
Minutes	6

									8301	
	1525		451	7301	7335	7502	8126	8226	Lemon	8605
LOCATION	Carrol Ct	DAPD	Plainfield	Fairview	Cass	Cass	Cass	Cass	t	Sandalwood
TIME IN						116.				
MINUTES	72.2	1745.2	38.33	60.43	50.18	28	89.3	33.46	22.5	130.37

Bailey / Marco 53.05

Schools										
<u>Visits</u>			Cass	Concord	Eisenho wer	Eliz- Ide	Lace	Lakevie w	Mark Delay	OLOP
Number of										
Visits	TOTAL	44	7	6	1	5	4	4	5	6
Total Time In						99.5				
Minutes	TOTAL	2166.2	160.54	146.12	70.63	9	170	188.4	157	102.72
			Kingswood	Prarieview						
			3	3						
			68.49	1002.9						

Please continue to be vigilant! Our recent efforts at criminal conduct represent progress, but not success. We must be vigilant to intruders in the neighborhood. If you see activity that causes you to be curious or suspicious, don't ignore it, it probably means something, please dial 911. The criminals that come into our community to commit crimes count on the fact that you will ignore their presence, let's prove them wrong. Here are some things to look for:

- 1. Cars that are driving around the neighborhood without an apparent purpose.
- 2. Cars that drop people off and cruise the neighborhood and park to await their return.
- 3. Persons who knock on doors and ask for people who don't live there.
- 4. People picking up packages from porches where they don't live.
- 5. Solicitors that look official but you didn't call and were not alerted to by any company.

BURGLARY UPDATE:

As you recall, late last year we experienced a rash of residential burglaries. Working in tandem with other agencies we have developed sufficient information that will allow us to close several of those cases. In that the investigation remains on-going, I am unable to give very specific detail regarding the nature and scope of the investigation. What I can tell you is that a nationwide burglary ring was responsible and we have identified several suspects. We have recovered jewelry and money. Some of the Darien victims have viewed and tentatively identified some of the items as their property. There will be additional updates as the case continues to develop and we will likely be closing four or five cases. Further, we are anticipating the retrune of forensic evidence linked to those cases as well.

Along similar lines, we also experienced a rash of burglary to motor vehicles, local motor vehicle thefts, and cars being stolen in other jurisdictions and being dropped in Darien. Additionally, several of the steals locally and in adjacent towns were being dropped on the southeast side of Chicago. Again through collaboration and exchanges of investigative intelligence, we have identified three subjects from Chicago who seem to be using the western suburbs as a base of operations for vehicle thefts. We will be closing a number of cases locally as will our sister agencies based upon the identified and in custody subjects.

Both of these cases underscore two factors; the continued need for hyper vigilance on the part of our officers and especially our residents. When you see something suspicious, call 911 immediately

STATISTICS

1st Period 2015

Offense and Incident Report Statistics

	1st	1st	I^{st}	Percent	YTD	YTD	YTD	Percent
Туре	2015	2014	2013	Change	2015	2014	2013	Change
Assault	0	0	1	NC	0	0	1	NC
Burglary	0	1	2	-100%	0	1	2	-100%
Residential	0	1	4	-100%	0	1	4	-100%
Burglary								
Criminal Damage	7	2	8	+250%	7	2	8	+250%
Criminal Trespass	0	0	0	NC	0	0	0	NC
Disorderly Conduct	7	3	6	+133.3%	7	3	6	+133.3%
Domestic Violence	5	12	22	-58.3%	5	12	22	-58.3%
Drug Offense	2	3	5	-33.3%	2	3	5	-33.3%
Theft	8	14	6	-42.9%	8	14	6	-42.9%
Robbery	0	2	0	-100%	0	2	0	-100%
BMV	2	9	4	-77.7%	2	9	4	-77.7%
CSA	0	0	0	NC	0	0	0	NC
Battery	4	7	2	-42.9%	4	7	2	-42.9%
DUI	1	0	7	+100%	1	0	7	+100%
TOTAL	36	54	67	-33.3%	36	54	67	-33.3%

STATISTICS 1st Period 2015

Key Statistics

	1st	I^{st}	1st	Percent	YTD	YTD	YTD	Percent
Туре	2015	2014	2013	change	2015	2014	2013	Change
Events Created	3203	2232	1330	+43.5%	3203	2232	1330	+43.5%
911 Calls	457	484	461	-5.6%	457	484	461	-5.6%
Domestic Calls	12	16	36	-25%	12	16	36	-25%
Loud Party	0	1	3	-100%	0	1	3	-100%
Adult Arrest	40	71	82	-43.7%	40	71	82	-43.7%
Juvenile Arrest	13	5	20	+160%	13	5	20	+160%
Business Checks	286	67	81	+326.9%	286	67	81	+326.9%
Lock Out	21	31	24	-32.3%	21	31	24	-32.3%
House Checks	160	13	31	+1130.8%	160	13	31	+1130.8%
Assist Other	26	37	29	+29.7%	26	37	29	+29.7%
Agency								
Motorist Assists	50	50	35	NC	50	50	35	NC
Suspicious Activity	67	41	44	+63.4%	67	41	44	+63.4%
School Visitation	44	45	0	-2.2%	44	45	0	-2.2%
School	4	2	0	+100%	4	2	0	+100%
Presentation								
Park Duties	0	0	0	NC	0	0	0	NC
Community	27	61	0	-55.7%	27	61	0	-55.7%
Engagement								
Warrants	6	5	10	+20%	6	5	10	+20%

STATISTICS 1st Period 2015

Arrests

				Percent				Percent
	1st	1st	1st	change	YTD	YTD	YTD	Change
	2015	2014	2013	2015-	2015	2014	2013	2015-2014
				2014				
Number of Arrests:	53	76	102	-30.3%	53	76	102	-30.3%
					Charges	Filed:		
Battery	0	1	2	-100%	0	1	2	-100%
Domestic Battery	0	0	5	NC	0	0	5	NC
Theft	0	0	0	NC	0	0	0	NC
Retail Theft	8	7	0	+14.3%	8	7	0	+14.3%
Drug Offenses	2	7	6	-71.4%	2	7	6	-71.4%
Illegal Possession of	0	0	0	NC	0	0	0	NC
Alcohol/Minor								
Illegal Consumption of	0	1	1	-100%	0	1	1	-100%
Alcohol/Minor								
DUI	1	0	6	+100%	1	0	6	+100%
Illegal Transportation of	0	1	0	-100%	0	1	0	-100%
Liquor								
Disorderly Conduct	4	0	1	+400%	4	0	1	+400%
TOTAL	15	17	21	-11.8%	15	17	21	-11.8%

Actual 911 Calls by Shift

Shift	Dispatched	Time	Conversion	% of Total	% of Total
			to Hours	911	Time
Day Shift	211	29426.45	490.4	46.2%	44.6%
Afternoon	189	30660.84	511.01	41.4%	46.5%
Midnights	57	5898.28	98.30	12.5%	8.9%
Mini-Mids *	23	1176.1	19.6	5.0%	1.8%
Totals	457	65985.57	1099.8	100%	100%

STATISTICS

1st Period 2015

	Officer Statistics										
	Patrol				Traffic		Average				
Officer	Shifts	Citations	Traffic	Self-Initiated		911 Calls	911 Per				
	Worked		Warnings				Day				
First Shift – Mids											
Sgt. Rentka	20	0	0	0	0	0	0				
Sgt. Liss	19	0	1	10	1	0	0				
Ofc. Yeo	20	1	8	210	9	15	0.75				
Ofc. Skweres	20	6	1	260	4	14	0.70				
Ofc. Simek	19	8	3	200	7	11	0.58				
Ofc. Zimny	20	8	14	344	11	11	0.55				
Ofc. Milazzo	20	3	9	147	11	8	0.40				
Totals	138	26	36	1171	43	59	2.10				
		S	Second Shift	– Days							
Sgt. Piccoli	18	0	0	10	0	7	.038				
Sgt. Greenaberg	19	6	7	31	15	10	0.53				
Ofc. Lorek	19	12	2	29	12	19	1.00				
Ofc. Bischoff	13	1	5	59	4	24	1.85				
Ofc. Hruby	20	9	28	89	37	34	1.70				
Ofc. Renner	19	5	4	105	11	41	2.15				
Ofc. Keough	19	12	44	197	49	28	1.47				
Ofc. Camacho	13	18	6	129	18	19	1.46				
Ofc. Pastick	20	26	15	153	29	33	1.65				
Totals	160	89	111	802	175	215	7.67				
		Th	ird Shift – A	fternoons							
Sgt. Topel	20	0	0	15	0	6	0.30				
Sgt. Norton	20	0	1	24	1	4	0.20				
Ofc. Murphy	18	1	3	70	3	27	1.50				
Ocf. Kosieniak	19	1	4	83	4	22	1.15				
Ofc. Rumick	19	2	5	142	6	37	1.95				
Ofc. Jump	18	10	11	50	18	25	1.38				
Ofc. Dollins	20	12	14	223	27	42	2.10				
Ofc. Liska	18	1	4	49	6	10	0.55				
Ofc. Hellmann	20	1	8	117	8	10	0.50				
Totals	172	28	50	773	213	183	6.5				

WARRANT NUMBER: 14-15-21



CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON

March 16, 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			\$97,991.90		
Water Fund			\$390,605.82		
Motor Fuel Tax Fund			\$1,330.01		
Water Depreciation Fund					
Debt Service Fund					
Capital Improvement Fund	Capital Improvement Fund				
Special Service Area Tax					
Federal Equitable Sharing	Fund				
	_				
	Subtotal:	\$	563,014.92		
General Fund Payroll	03/05/15	\$	237,928.80		
Water Fund Payroll	03/05/15	\$	24,924.95		
_	Subtotal:	\$	262,853.75		

Total to be Approved by City Council: \$ 825,868.67

Approvals:	
Kathleen Moesle Weaver, Mayor	
JoAnne E. Ragona, City Clerk	
Michael J. Coren, Treasurer	

CITY OF DARIEN Expenditure Journal General Fund Administration

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ALPINE BANQUETS, INC.	2015 CITIZEN OF THE YEAR DINNER/DANCE	4239	Public Relations	5,716.00
BEST QUALITY CLEANING, INC.	MARCH 2015 JANITORIAL SERVICE	4345	Janitorial Service	1,182.00
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	4325	Consulting/Professional	102.85
DUPAGE COUNTY RECORDER	R2015 006963/R2015 006967 - 7928 GRANT - 5 LIENS	4221	Legal Notices	40.00
ILLINOIS PAPER COMPANY	ANNUAL COPY PAPER PURCHASE	4253	Supplies - Office	1,093.00
ILLINOIS PAPER COMPANY	KONICA KMBS 654 STAPLES	4253	Supplies - Office	86.69
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	4271	Utilities (Elec,Gas,Wtr,Sewer)	86.19
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	33.47
STAPLES ADVANTAGE	SUPPLIES	4253	Supplies - Office	35.48
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	199.50
UNLIMITED GRAPHIX, INC.	ACCOUNTS PAYABLE DISBURSEMENT CHECKS 44101 - 47100	4235	Printing and Forms	659.16
VERIZON WIRELESS	CELL PHONES & POLICE AIRCARDS	4267	Telephone	1,753.90
			Total Administration	10,988.24

CITY OF DARIEN Expenditure Journal General Fund

Community Development From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
DON MORRIS ARCHITECTS P.C.	FEBRUARY 2015 PLAN REVIEW & INSPECTIONS	4325	Consulting/Professional	730.00
DON MORRIS ARCHITECTS P.C.	FEBRUARY 2015 PLAN REVIEW & INSPECTIONS	4328	Conslt/Prof Reimbursable	835.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR DOOR RESTRICTOR INSPECTION	4328	Conslt/Prof Reimbursable	80.00
HOME DEPOT	SUPPLIES	4328	Conslt/Prof Reimbursable	63.00
JOSEPH ALGOZINE	FEBRUARY 2015 ELECTRICAL INSPECTIONS	4325	Consulting/Professional	315.00
McMASTER-CARR SUPPLY CO.	AUDIO CABLE FOR CLOCK TOWER	4328	Conslt/Prof Reimbursable	111.64
SHAW MEDIA	LEGAL NOTICE 1034683 CARRIAGE GREEN DARIEN 124	4328	Conslt/Prof Reimbursable	767.40
			Total Community Development	2,902.04

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
AUTO TRUCK GROUP	TRUCK 103 - NINE TON DUMP TRUCK	4815	Equipment	64,288.00
AUTOMATED LOGIC	POLICE HVAC SERVICE CONTRACT	4223	Maintenance - Building	388.36
AWP CUSTOM UNIFORMS	UNIFORM ALLOWANCE - LEPIC	4269	Uniforms	147.00
CHASE CARD SERVICES	JANITORIAL SUPPLIES	4223	Maintenance - Building	9.97
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	82.90
COM ED	1041 S. FRONTAGE - ACCT 0788310001	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
COM ED	CLOCK TOWER 7535 S. CASS - ACCT 0633028127	4271	Utilities (Elec,Gas,Wtr,Sewer)	31.05
COM ED	STREET LIGHTS - ACCT 0788318007	4359	Street Light Oper & Maint.	808.52
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 6753122017	4359	Street Light Oper & Maint.	96.12
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	4359	Street Light Oper & Maint.	8.85
CONSTELLATION NEW ENERGY, INC.	2101 W. 75TH STREET - ACCT 0269155053	4359	Street Light Oper & Maint.	63.61
FOX VALLEY FIRE & SAFETY	FIRE ALARM SERVICE CALL @ 1710 PLAINFIELD	4223	Maintenance - Building	540.00
GENE'S TIRE SERVICE, INC.	TIRES - UNIT 208	4225	Maintenance - Equipment	250.90
GRAINGER	LIGHT BULBS FOR P.D.	4223	Maintenance - Building	119.52
GRAINGER	SHOP GRINDER WHEEL	4225	Maintenance - Equipment	54.23
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	1,048.43
HOME DEPOT	SUPPLIES	4229	Maintenance - Vehicles	42.42
HOME DEPOT	SUPPLIES	4257	Supplies - Other	141.52
HOME DEPOT	SUPPLIES	4259	Small Tools & Equipment	184.88
ILLINOIS PAPER COMPANY	ANNUAL COPY PAPER PURCHASE	4253	Supplies - Office	1,093.00
INDUSTRIAL ELECTRICAL SUPPLY	SHOP LIGHTS	4223	Maintenance - Building	12.00
JAKE THE STRIPER	TRUCK 103 STRIPING	4815	Equipment	715.00

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
JOHN DEERE LANDSCAPES	ICE MELT - MUNICIPAL COMPLEX	4223	Maintenance - Building	428.75
KIN-KO ACE	SUPPLIES	4225	Maintenance - Equipment	13.00
KIN-KO ACE	SUPPLIES	4259	Small Tools & Equipment	5.99
McMASTER-CARR SUPPLY CO.	POLICE DEPARTMENT OFFICE HEATER	4223	Maintenance - Building	70.75
McMASTER-CARR SUPPLY CO.	SMALL SPACE PORTABLE ELECTRIC HEATER FOR CITY HALL	4223	Maintenance - Building	124.61
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	610.03
RED WING SHOES	SAFETY BOOTS - DAVID BROWN	4219	Liability Insurance	210.00
RED WING SHOES	CLOTHING ALLOWANCE - DAVID BROWN	4269	Uniforms	1,095.49
STAPLES ADVANTAGE	SUPPLIES	4253	Supplies - Office	29.95
STAPLES ADVANTAGE	SUPPLIES	4253	Supplies - Office	35.59
TRAFFIC CONTROL AND PROTECTION	YIELD SIGNS	4257	Supplies - Other	627.55
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	227.29
US GAS	OXYGEN & ACETYLENE TANK RENTAL	4257	Supplies - Other	36.00
WAREHOUSE DIRECT	TONER CARTRIDGES FOR PLOTTER PRINTER	4253	Supplies - Office	99.53
WHOLESALE DIRECT, INC.	TRUCK SUPPLIES	4229	Maintenance - Vehicles	301.15
WILLOWBROOK FORD, INC.	REPAIR PARTS 104	4229	Maintenance - Vehicles	101.63
			Total Public Works, Streets	74,171.64

CITY OF DARIEN Expenditure Journal General Fund Police Department

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
B & B JOINT VENTURE	ADMINISTRATIVE TOW HEARING - 02-18-15	4219	Liability Insurance	150.00
CHASE CARD SERVICES	EVIDENCE SUPPLIES	4217	Investigation and Equipment	108.18
CHASE CARD SERVICES	DETECTIVE ON-LINE SEARCHES	4217	Investigation and Equipment	50.00
CHASE CARD SERVICES	EVIDENCE SUPPLIES	4217	Investigation and Equipment	28.73
CHASE CARD SERVICES	CRASH REPAIR TAPE	4229	Maintenance - Vehicles	24.84
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	97.98
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	13.97
CHASE CARD SERVICES	QUICKEN SOFTWARE RENEWAL	4253	Supplies - Office	69.05
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	25.80
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	28.82
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	20.58
CHASE CARD SERVICES	COOPER & GREENABERG SEMINAR - DEADLY FORCE	4263	Training and Education	190.00
CHASE CARD SERVICES	ADVANCED SEVERE WEATHER SEMNAR	4263	Training and Education	40.00
CHASE CARD SERVICES	NEMRT CLASS SUPPLIES	4265	Travel/Meetings	42.70
CHASE CARD SERVICES	POLICE FIREARMS INSTRUCTOR CLASS - RUMICK	4265	Travel/Meetings	362.97
CHASE CARD SERVICES	POLICE FIREARMS INSTRUCTOR CLASS - RUMICK	4265	Travel/Meetings	56.43
CHASE CARD SERVICES	POLICE FIREARMS INSTRUCTOR CLASS - RUMICK	4265	Travel/Meetings	56.43
CHASE CARD SERVICES	STAFF MEETING SUPPLIES	4265	Travel/Meetings	12.02
DUPAGE COUNTY ANIMAL CONTROL	EUTHANIZE AND RESCUE FEES	4201	Animal Control	580.00

CITY OF DARIEN Expenditure Journal General Fund Police Department

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
GUARDIAN TRACKING, LLC	ANNUAL SUBSCRIPTION- APRIL 1, 2015 THRU MARCH 31, 2016	4213	Dues and Subscriptions	1,593.00
GUARDIAN TRACKING, LLC	ANNUAL SUBSCRIPTION- APRIL 1, 2015 THRU MARCH 31, 2016	4213	Dues and Subscriptions	(1,593.00)
I/O SOLUTIONS	POLICE CANDIDATE PSYCHOLOGICAL EVALUATION-A. NAKIS	4205	Boards and Commissions	485.00
IL SECRETARY OF STATE POLICE	CONFIDENTIAL PLATE RENEWAL	4229	Maintenance - Vehicles	101.00
ILLINOIS PAPER COMPANY	ANNUAL COPY PAPER PURCHASE	4253	Supplies - Office	1,093.00
KIESLER POLICE SUPPLY COMPANY	RANGE AMMUNITION	4217	Investigation and Equipment	1,365.35
KING CAR WASH	CAR WASHES	4229	Maintenance - Vehicles	455.50
LINDA S. PIECZYNSKI	FEBRUARY 2015 PROSECUTION FEES	4219	Liability Insurance	939.00
LOGIN/IACP NET	ANNUAL IACP NET SERVICE ACCESS -APRIL, 2015 THRU APRIL 2016	4213	Dues and Subscriptions	875.00
LOGIN/IACP NET	ANNUAL IACP NET SERVICE ACCESS -APRIL, 2015 THRU APRIL 2016	4213	Dues and Subscriptions	(875.00)
MARK A. BOZEK	UNIFORM ALLOWANCE	4269	Uniforms	86.58
PETTY CASH	POLICE PETTY CASH REIMBURSEMENT-SEE ATTACHMENT	4253	Supplies - Office	13.44
PETTY CASH	POLICE PETTY CASH REIMBURSEMENT-SEE ATTACHMENT	4265	Travel/Meetings	173.91

CITY OF DARIEN Expenditure Journal General Fund Police Department

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
PRI MANAGEMENT GROUP	CHEAURE, PICCOLI, SHERMAN - APRIL 14, 2015 TRAINING	4263	Training and Education	435.00
RAY O'HERRON CO. INC.	RANGE AMMUNITION	4217	Investigation and Equipment	335.40
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - ZIMNY	4269	Uniforms	254.45
RAY O'HERRON CO. INC.	RETIREMENT BADGE - FOSTER #327	4269	Uniforms	95.20
RAY O'HERRON CO. INC.	DEPARTMENT PATCHES	4269	Uniforms	375.00
RICK HELLMANN	UNIFORM ALLOWANCE	4239	Public Relations	10.50
SAFETECH	RANGE AMMUNITION	4217	Investigation and Equipment	185.95
SAM'S CLUB	OFFICE CHAIR	4253	Supplies - Office	(18.97)
SAM'S CLUB	OFFICE CHAIR	4253	Supplies - Office	248.95
SAM'S CLUB	FOSTER'S RETIREMENT SUPPLIES	4265	Travel/Meetings	18.63
THEODORE POLYGRAPH SERVICE	PRE-EMPLOYMENT - NAKIS	4205	Boards and Commissions	150.00
VERIZON WIRELESS	CELL PHONES & POLICE AIRCARDS	4267	Telephone	798.21
WILLOWBROOK FORD, INC.	REPAIR PARTS - PD 28	4229	Maintenance - Vehicles	480.38
WILLOWBROOK FORD, INC.	RETURNS - INVOICES 5099582 & 5100399	4229	Maintenance - Vehicles	(35.00)
WILLOWBROOK FORD, INC.	RETURNS - INVOICES 5099582 & 5100399	4229	Maintenance - Vehicles	(75.00)
			Total Police Department	9,929.98
			Total General Fund	97,991.90

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATION - FARMINGDALE & BEECHNUT	4326	Leak Detection	645.50
BEST QUALITY CLEANING, INC.	MARCH 2015 JANITORIAL SERVICE	4223	Maintenance - Building	608.00
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES 2103 75TH STREET PUMP - ACCT 3118112014	4219 4271	Liability Insurance Utilities (Elec,Gas,Wtr,Sewer)	82.90 760.05
COM ED	1041 S. FRONTAGE - ACCT 0788310001	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
CONSTELLATION NEW ENERGY, INC.	LAKEVIEW & OAKLEY - ACCT 1389036061	4271	Utilities (Elec,Gas,Wtr,Sewer)	345.62
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT - ACCT 4105091007	4271	Utilities (Elec,Gas,Wtr,Sewer)	102.82
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING - ACCT 0171115094	4271	Utilities (Elec,Gas,Wtr,Sewer)	86.18
CONSTELLATION NEW ENERGY, INC.	87TH & RIDGE - ACCT 6149050015	4271	Utilities (Elec,Gas,Wtr,Sewer)	203.63
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD - ACCT 0185101035	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,348.21
DUPAGE WATER COMMISSION	WATER COSTS	4340	DuPage Water Commission	375,840.17
ENVIRO-TEST & PERRY LABS	MONTHLY WATER SAMPLES	4241	Quality Control	246.45
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	968.12
HOME DEPOT	SUPPLIES	4225	Maintenance - Equipment	22.99
HOME DEPOT	SUPPLIES	4231	Maintenance - Water System	81.61
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	610.02
PDC LABORATORIES, INC.	WELL #7 SOC 7 VOC SAMPLING	4241	Quality Control	850.00
STAPLES ADVANTAGE	SUPPLIES	4253	Supplies - Office	35.58
STAPLES ADVANTAGE	SUPPLIES	4255	Supplies - Operation	29.94
US GAS	OXYGEN & ACETYLENE TANK RENTAL	4231	Maintenance - Water System	36.00

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
VERIZON WIRELESS	CELL PHONES & POLICE AIRCARDS	4267	Telephone	309.52
WAREHOUSE DIRECT	TONER CARTRIDGES FOR PLOTTER PRINTER	4255	Supplies - Operation	99.52
WATER PRODUCTS - AURORA	EMERGENCY REPAIR PARTS	4231	Maintenance - Water System	1,596.00
ZIEBELL WATER SERVICE PRODUCTS	TAPPING MACHINE	4231	Maintenance - Water System	5,668.95
			Total Public Works, Water	390,605.82
			Total Water Fund	390,605.82

CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
QUARRY MATERIALS	ASPHALT COLD PATCH	4245	Road Material	681.39
QUARRY MATERIALS	COLD PATCH	4245	Road Material	648.62
			Total MFT Expenses	1,330.01
			Total Motor Fuel Tax	1,330.01

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Page: 10

CITY OF DARIEN

Expenditure Journal

Capital Improvement Fund

Capital Fund Expenditures

From 3/3/2015 Through 3/16/2015

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	2015 ROAD PROGRAM DESIGN	4325	Consulting/Professional	4,847.85
CHRISTOPHER B. BURKE ENG, LTD	2015 ROAD PROGRAM (CORES)	4325	Consulting/Professional	11,732.44
CHRISTOPHER B. BURKE ENG, LTD	EAST BRANCH SAWMILL CREEK EVALUATION	4376	Ditch Projects	33,530.40
DARIEN POINTE LLC	DARIEN POINTE	4325	Consulting/Professional	22,976.50
			Total Capital Fund Expenditures	73,087.19
			Total Capital Improvement Fund	73,087.19
Report Total				563,014.92



WILMINGTON, DE 19850-5123

43899 REX Z 06115 C

BRYON VANA CITY OF DARIEN 1702 PLAINFIELD RD DARIEN IL 60561-5044

Payment Due Date: New Balance: Minimum Payments

03/24/15 \$1,341,32 \$200,00

Account number:

1341

35 Amount Enclosed Make your check payable to: Chase Card Services

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CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19888-5153

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Customer Service; 1-800-275-0883



Mobile: Visit chase.com on your mobile browser

BUSINESS CARD STATEMENT

ACCOUNT STRAKEDY

ACCOUNT SUMMARY	
Account Number:	
Previous Balance	\$2,800.43
Payment, Credits	-\$2,800.43
Purchases	+\$1,341.32
Cash Advances	\$0,00
Balance Transfers	\$0.00
Fees Charged	\$0,00
Interest Charged	\$0.00
New Balance	\$1,341.32
Opening/Closing Date	02/03/15 - 03/02/15
Credit Limit	\$50,000
Available Credit	\$48,658
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0,00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION	ab data at a second to a secon
New Balance	\$1,341.32
Payment Due Date	03/24/15
Minimum Payment Due	\$265.00

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

FLEXIBLE REWARDS SUMMARY

Previous points balance + Points earned on purchases this period = New total points balance

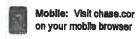
67,520 1,342 58,862

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/22	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE (************************************	-2,800.43
02/20	COMCAST CHICAGO 800-COMCAST IL DANIEL GOMBAC OLLO 4325 PWILC WORLD ITAL DE TRANSACTIONS THIS CYCLE	102.85
02/03	OFFICE DEPOT #1105 800-463-3766 IL 01-40 4253 50 pplies	25.80
02/03	LEXISNEXIS RISK MGT 888-332-8244 FLDI . YO. Y 2 17 Port of the Or all	7 50.00
02/03	OFFICE DEPOT #1090 800-463-8768 MA 01-40-4217 Evidence Sopplie	28.73
02/06	OFFICE DEPOT #1105 800-463-3768 IL VI- YO-Y253 Syppl -	20.58
02/12	IL AS. OF CHIEFS POLICE 217-5283765 IL 61.404263 Summar-Cooper & 6/cen	د 4 س ا
02/14	EB *2015 ADVANCED SEVE 888-810-2063 CA 61-40-42-3 Sening	40.00
02/14	PANERA BREAD #608002 DOWNERS GROVE IL 61/10・12 き いかかれ closs	42.70
02/19	HOMEWOOD SUITES-CHAMPAIGN CHAMPAIGN IL 6: 40-4265 Runick-Training	362.97
02/19	SLEEP INN URBANAIL 01-40-421 5 Rumich-Training	56.43
02/20	SLEEP INN URBANAIL 01-40 426 Rumick Training	56.43
02/23	WAL-MART #2215 DARIEN IL 01-40-4253 Syphi-	28.82
02/25	WAL-MART #2216 DARIEN IL U)-40 42 LS STOR Mts. SUPPlie	12.02
02/25	OFFICE DEPOT #1090 800-463-8768 MA 0 . 40 . 4 2 53 Ubli a Suprhi	97.98
02/25	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 つんしにこうりかしん	13.97
02/27	INTUIT *QUICKEN 800-446-8848 CA 01.40- 4253 Software Renewal	89.05

BUSINESS CARD STATEMENT





(CONTINUED) Date of Transaction Merchant Name or Transaction Description \$ Amount Amazon.com AMZN.COM/BILL WA 01-40.4217 Evidence Supplies 02/27 108.18 CAROL KOPTA
TRANSACTIONS THIS CYCLE (\$1,203.66 FINDTAPE COM LLC 800-8067580 NJ DI -40.4029 FVE 1000 DY - Crast Repetr JOHN COOPER TRANSACTIONS THIS CYCLE \$24.84 02/10 WAL-MART #2215 DARIEN IL 41-30.4223 Fanitorial Supplies 02/24 9.97 MARY BELMONTE TRANSACTIONS THIS CYCLE

> 2015 Totale Year-to-Date Total fees charged in 2015 \$0.00 Total interest charged in 2015 \$0.00 Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

÷ 6

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
PURCHASES	,,		Ollulyes
Purchases CASH ADVANCES	13.24% (v)	-0-	-0-
Cash Advances BALANCE TRANSFERS	19.24% (v)	-0-	-0-
Balance Transfer	13.24% (v)	-0-	-0-
63 34-3-11 5 4			

(v) = Variable Rate

28 Days in Billing Period

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



CITY OF DARIEN REVENUE AND EXPENDITURE REPORT SUMMARY February 28, 2015

GENERAL FUND - (01)

Current Month Year To Date Total Actual Actual Budget

Revenue \$ 876,935 \$ 11,805,603 \$ 12,905,495 Expenditures \$ 873,304 \$ 9,353,517 \$ 11,103,973

Audited 5/1/14 Opening Fund Balance: \$ 3,852,364
Transfer to Capital Fund \$ (2,947,611)
Current Fund Balance: \$ 3,356,839

WATER FUND - (02)

Current Month Year To Date Total Actual Actual Budget

Revenue \$ 988,684 \$ 5,630,126 \$ 7,076,348 Expenditures \$ 302,035 \$ 4,674,951 \$ 6,912,001

> Audited 5/1/14 Cash Balance \$ 1,019,332 Current Cash Balance: \$ 1,974,508

MOTOR FUEL TAX FUND - (03)

Current Month Year To Date Total Actual Actual Budget

 Revenue
 \$ 52,485
 \$ 678,115
 \$ 524,450

 Expenditures
 \$ 92,960
 \$ 525,089
 \$ 598,660

Audited 5/1/14 Opening Fund Balance: \$ 152,455 Current Fund Balance: \$ 305,481

WATER DEPRECIATION FUND (12)

Current Month Year To Date Total
Actual Actual Budget

Revenue \$ 71 \$ 2,192 \$ 4,000 Expenditures \$ - \$ 192,386 \$ 418,200

 Audited 5/1/14 Cash Balance
 \$ 306,434

 Current Cash Balance:
 \$ 116,241

CAPITAL IMPROVEMENT FUND (25)

Current Month Year To Date Total Actual Actual Budget

Revenue \$ 3,070 \$ 4,476,473 \$ 2,726,430 Expenditures \$ (1,541) \$ 3,712,816 \$ 3,719,806

Audited 5/1/14 Opening Fund Balance: \$ 5,419,596 Current Fund Balance: \$ 6,183,254

CAPITAL PROJECTS DEBT SERVICE FUND (35)

Current Month Year To Date Total
Actual Actual Budget

 Revenue
 \$
 13
 \$
 502,422
 \$
 497,500

 Expenditures
 \$
 \$
 497,750
 \$
 497,500

Audited 5/1/14 Opening Fund Balance: \$ 13,413 Current Fund Balance: \$ 18,085

Current Actual Current Budgeted Prior Year Actual F.Y.E. '15 Year to Date Through Feb 14 Property Tax Collections 2,352,709 2,333,896 1,837,506 Sales Tax Collections 4,374,293 \$ 5,000,000 4,221,119 Federal Equitable Sharing \$ 184,687 \$

Statement of Revenues and Expenditures - Revenue General Fund

Revenue

	C	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes Real Estate Taxes - Current	3110	0.00	0.00	1,642,134.46	1,629,140.00	1,629,140.00	12,994.46	(0.79)%
Real Estate Taxes - Prior	3111	0.00	0.00	78.09	0.00	0.00	78.09	0.00%
Road and Bridge Tax	3111	0.00	0.00	205,093.52	208,000.00	208,000.00	(2,906.48)	1.39%
Municipal Utility Tax	3130	126,311.00	82,166.66	922,257.32	821,666.60	986,000.00	(63,742.68)	6.46%
Amusement Tax	3140	9,835.42	5,833.33	71,895.12	58,333.30	70,000.00	1,895.12	(2.70)%
Hotel/Motel Tax	3150	2,890.67	3,333.33	45,179.40	33,333.30	40,000.00	5,179.40	(12.94)%
Personal Property Tax	3425	0.00	416.67	5,052.20	4,166.70	5,000.00	52.20	(1.04)%
Total Taxes	3423_	139,037.09	91,749.99	2,891,690.11	2,754,639.90	2,938,140.00	(46,449.89)	1.58%
License, Permits, Fees		100,007.00	31,743.33	2,001,000.11	2,704,000.00	2,000,140.00	(40,440.00)	1.5070
Business Licenses	3210	330.00	3,333.33	7,700.00	33,333.30	40,000.00	(32,300.00)	80.75%
Liquor License	3212	0.00	0.00	67,220.45	60,000.00	60,000.00	7,220.45	(12.03)%
Contractor Licenses	3214	240.00	0.00	15,235.00	18,000.00	18,000.00	(2,765.00)	15.36%
Court Fines	3216	6,951.42	11,250.00	105,792.29	112,500.00	135,000.00	(29,207.71)	21.63%
Towing Fees	3217	6,500.00	5,833.33	54,792.50	58,333.30	70,000.00	(15,207.50)	21.72%
Ordinance Fines	3230	1,145.00	1,000.00	22,320.00	10,000.00	12,000.00	10,320.00	(86.00)%
Building Permits and Fees	3240	3,881.00	1,000.00	97,181.50	30,000.00	35,000.00	62,181.50	(177.66)%
Telecommunication Taxes	3242	64,002.57	72,500.00	784,034.39	725,000.00	870,000.00	(85,965.61)	9.88%
Cable T.V. Franchise Fee	3244	89,808.00	27,500.00	351,947.19	275,000.00	330,000.00	21,947.19	(6.65)%
PEG - Fees - AT&T	3245	8,558.80	0.00	25,047.99	0.00	0.00	25,047.99	0.00%
NICOR Franchise Fee	3246	0.00	2,333.33	29,803.61	23,333.30	28,000.00	1,803.61	(6.44)%
Public Hearing Fees	3250	510.00	500.00	5,410.96	5,000.00	5,000.00	410.96	(8.21)%
Elevator Inspections	3255	80.00	416.67	2,255.00	4,166.70	5,000.00	(2,745.00)	54.90%
Public Improvement Permit Fee	3260	0.00	0.00	25.00	0.00	0.00	25.00	0.00%
Engineering/Prof Fee Reimb	3265	1,109.05	3,533.33	40,311.08	35,333.30	42,400.00	(2,088.92)	4.92%
D.U.I. Technology Fines	3267	810.00	666.67	10,850.06	6,666.70	8,000.00	2,850.06	(35.62)%
Police Special Service	3268	12,116.75	8,958.33	120,331.83	89,583.30	107,500.00	12,831.83	(11.93)%
Stormwater Management Fees	3270	0.00	0.00	2,230.00	0.00	0.00	2,230.00	0.00%

Statement of Revenues and Expenditures - Revenue General Fund

Revenue

	C	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees	-	196,042.59	138,824.99	1,742,488.85	1,486,249.90	_1,765,900.00	(23,411.15)	1.33%
Charges for Services	2220	0.00	0.00	240.00	0.00	0.00	240.00	0.000/
Inspections/Tap on/Permits	3320_	0.00	0.00	210.00	0.00	0.00	210.00	0.00%
Total Charges for Services		0.00	0.00	210.00	0.00	0.00	210.00	0.00%
Intergovernmental State Income Tax	3410	0.00	174 20E 22	1 606 222 07	1 742 052 20	2 001 544 00	(205 220 42)	18.89%
Local Use Tax	3420		174,295.33	1,696,323.87 348.008.95	1,742,953.30	2,091,544.00	(395,220.13)	10.21%
Sales Taxes	3420	37,670.77 444,158.47	32,300.75 416,666.67	4,374,292.79	323,007.50 4,166,666.70	387,609.00 5,000,000.00	(39,600.05) (625,707.21)	10.21%
		•	0.00		0.00	0.00	, ,	
Video Gaming Revenue	3432_	5,419.48 487,248.72	623,262.75	39,346.26 6,457,971.87	6,232,627.50	7,479,153.00	39,346.26 (1,021,181.13)	0.00% 13.65%
Total Intergovernmental Other Revenue		407,240.72	023,202.73	0,437,971.07	0,232,027.30	7,479,100.00	(1,021,101.13)	13.05%
Interest Income	3510	498.82	500.00	6,807.67	5,000.00	6,000.00	807.67	(13.46)%
Gain/Loss on Investment	3510 3515	496.62 (16.74)	0.00	49.01	0.00	0.00	49.01	0.00%
		, ,						
Water Share Expense	3520	20,833.34	20,833.33	208,333.40	208,333.30	250,000.00	(41,666.60)	16.66%
Police Report/Prints	3534	115.00	416.67	5,424.00	4,166.70	5,000.00	424.00	(8.48)%
Reimbursement-Rear Yard Drain	3541	2,000.00	0.00 0.00	20,444.73	0.00 0.00	0.00	20,444.73	0.00%
Grants	3560	0.00		7,190.34		0.00	7,190.34	0.00%
Rents	3561	17,307.07	27,941.83	237,606.96	279,418.30	335,302.00	(97,695.04)	29.13%
Other Reimbursements	3562	12,908.28	7,083.33	99,237.58	70,833.30	85,000.00	14,237.58	(16.75)%
Residential Concrete Reimb	3563	0.00	0.00	51,159.66	0.00	0.00	51,159.66	0.00%
Mail Box Reimbursement Program	3569	0.00	0.00	2,236.12	0.00	0.00	2,236.12	0.00%
Sales of Wood Chips	3572	0.00	0.00	4,115.00	0.00	0.00	4,115.00	0.00%
Sale of Equipment	3575	0.00	83.33	8,626.99	833.30	1,000.00	7,626.99	(762.69)%
Reimbursement - Workers Comp	3577	0.00	0.00	12,895.74	0.00	0.00	12,895.74	0.00%
Miscellaneous Revenue	3580	960.86	3,333.33	29,758.62	33,333.30	40,000.00	(10,241.38)	25.60%
Total Other Revenue	_	54,606.63	60,191.82	693,885.82	601,918.20	722,302.00	(28,416.18)	3.93%
Total Revenue	_	876,935.03	914,029.55	11,786,246.65	11,075,435.50	12,905,495.00	(1,119,248.35)	8.67%

Statement of Revenues and Expenditures - Revenue

General Fund

Business District

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
Rents	3561	0.00	0.00	18,940.00	0.00	0.00	18,940.00	0.00%
Maintenance - Reimbursable	3567	0.00	0.00	416.51	0.00	0.00	416.51	0.00%
Total Other Revenue		0.00	0.00	19,356.51	0.00	0.00	19,356.51	0.00%
Total Revenue		0.00	0.00	19,356.51	0.00	0.00	19,356.51	0.00%

Statement of Revenues and Expenditures - Revenue Water Fund

Revenue

	(Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Charges for Services								
Water Sales	3310	1,005,418.09	1,200,000.00	5,588,653.24	5,900,000.00	7,064,348.00	(1,475,694.76)	20.88%
Inspections/Tap on/Permits	3320	0.00	333.33	17,600.00	3,333.30	4,000.00	13,600.00	(340.00)%
Front Footage Fees	3322	0.00	0.00	3,403.04	0.00	0.00	3,403.04	0.00%
Sale of Meters	3325	0.00	250.00	2,845.00	2,500.00	3,000.00	(155.00)	5.16%
Other Water Sales	3390	(17,347.59)	250.00	12,070.38	2,500.00	3,000.00	9,070.38	(302.34)%
Total Charges for Services		988,070.50	1,200,833.33	5,624,571.66	5,908,333.30	7,074,348.00	(1,449,776.34)	20.49%
Other Revenue								
Interest Income	3510	613.89	166.67	5,554.24	1,666.70	2,000.00	3,554.24	(177.71)%
Total Other Revenue		613.89	166.67	5,554.24	1,666.70	2,000.00	3,554.24	(177.71)%
Total Revenue		988,684.39	1,201,000.00	5,630,125.90	5,910,000.00	7,076,348.00	(1,446,222.10)	20.44%

Statement of Revenues and Expenditures - Revenue Motor Fuel Tax

Revenue

	-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Intergovernmental								
MFT Allotment	3440	52,270.08	43,620.83	470,580.71	436,208.30	523,450.00	(52,869.29)	10.10%
Total Intergovernmental		52,270.08	43,620.83	470,580.71	436,208.30	523,450.00	(52,869.29)	10.10%
Other Revenue								
Interest Income	3510	214.58	83.33	2,430.77	833.30	1,000.00	1,430.77	(143.07)%
Miscellaneous Revenue	3580	0.00	0.00	205,104.00	0.00	0.00	205,104.00	0.00%
Total Other Revenue		214.58	83.33	207,534.77	833.30	1,000.00	206,534.77	,653.48)%
Total Revenue		52,484.66	43,704.16	678,115.48	437,041.60	524,450.00	153,665.48	(29.30)%

Statement of Revenues and Expenditures - Revenue Impact Fee Agency Fund Revenue

	C -	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
Interest Income	3510	13.08	0.00	145.17	0.00	0.00	145.17	0.00%
Total Other Revenue	_	13.08	0.00	145.17	0.00	0.00	145.17	0.00%
Total Revenue		13.08	0.00	145.17	0.00	0.00	145.17	0.00%

Statement of Revenues and Expenditures - Revenue Special Service Area Tax Fund Revenue

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	5,071.01	5,000.00	5,000.00	71.01	(1.42)%
Total Taxes		0.00	0.00	5,071.01	5,000.00	5,000.00	71.01	(1.42)%
Other Revenue								
Interest Income	3510	7.43	0.00	85.08	0.00	0.00	85.08	0.00%
Total Other Revenue		7.43	0.00	85.08	0.00	0.00	85.08	0.00%
Total Revenue		7.43	0.00	5,156.09	5,000.00	5,000.00	156.09	(3.12)%

Statement of Revenues and Expenditures - Revenue State Drug Forfeiture Fund Revenue

	(-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue Interest Income	3510	8.53	0.00	100.30	0.00	0.00	100.30	0.00%
Total Other Revenue Total Revenue	3310_	8.53 8.53	0.00	100.30 100.30	0.00	0.00	100.30	0.00%

Statement of Revenues and Expenditures - Revenue Water Depreciation Fund Revenue

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	78.01	333.33	2,170.97	3,333.30	4,000.00	(1,829.03)	45.72%
Gain/Loss on Investment	3515	(7.17)	0.00	21.01	0.00	0.00	21.01	0.00%
Total Other Revenue		70.84	333.33	2,191.98	3,333.30	4,000.00	(1,808.02)	45.20%
Total Revenue	-	70.84	333.33	2,191.98	3,333.30	4,000.00	(1,808.02)	45.20%

Statement of Revenues and Expenditures - Revenue Federal Equitable Sharing Fund Revenue

	-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	187.96	0.00	1,300.14	0.00	0.00	1,300.14	0.00%
Drug Forfieture Receipts	3538	0.00	0.00	183,386.61	0.00	0.00	183,386.61	0.00%
Total Other Revenue	_	187.96	0.00	184,686.75	0.00	0.00	184,686.75	0.00%
Total Revenue	_	187.96	0.00	184,686.75	0.00	0.00	184,686.75	0.00%

Statement of Revenues and Expenditures - Revenue Seized Assets Fund Revenue

	C -	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue Interest Income	3510	13.38	0.00	442.44	0.00	0.00	442.44	0.00%
Total Other Revenue	3310_	13.38	0.00	442.44	0.00	0.00	442.44	0.00%
Total Revenue	_	13.38	0.00	442.44	0.00	0.00	442.44	0.00%

Statement of Revenues and Expenditures - Revenue Capital Improvement Fund Revenue

	C-	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110_	0.00	0.00	204,421.49	202,756.00	202,756.00	1,665.49	(0.82)%
Total Taxes		0.00	0.00	204,421.49	202,756.00	202,756.00	1,665.49	(0.82)%
Other Revenue								
Interest Income	3510	4,420.14	833.33	50,950.58	8,333.30	10,000.00	40,950.58	(409.50)%
Grants	3560	0.00	958.33	0.00	9,583.30	11,500.00	(11,500.00)	100.00%
Other Reimbursements	3562	(1,350.00)	0.00	73,490.27	0.00	0.00	73,490.27	0.00%
Transfer from Other Funds	3612	0.00	0.00	2,947,611.00	2,502,174.00	2,502,174.00	445,437.00	(17.80)%
Other Financing Resources	3900	0.00	0.00	1,200,000.00	0.00	0.00	1,200,000.00	0.00%
Total Other Revenue		3,070.14	1,791.66	4,272,051.85	2,520,090.60	2,523,674.00	1,748,377.85	(69.28)%
Total Revenue		3,070.14	1,791.66	4,476,473.34	2,722,846.60	2,726,430.00	1,750,043.34	(64.19)%

Statement of Revenues and Expenditures - Revenue Debt Service Fund Revenue

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	501,082.49	497,000.00	497,000.00	4,082.49	(0.82)%
Total Taxes		0.00	0.00	501,082.49	497,000.00	497,000.00	4,082.49	(0.82)%
Other Revenue								
Interest Income	3510	12.69	41.67	1,339.39	416.70	500.00	839.39	(167.87)%
Total Other Revenue		12.69	41.67	1,339.39	416.70	500.00	839.39	(167.88)%
Total Revenue		12.69	41.67	502,421.88	497,416.70	497,500.00	4,921.88	(0.99)%

Statement of Revenues and Expenditures - Expenditures

General Fund

Administration

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	32,709.51	36,467.76	397,430.12	401,145.36	474,081.00	76,650.88	16.16%
Overtime	4030	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Total Salaries		32,709.51	36,467.76	397,430.12	401,645.36	474,581.00	77,150.88	16.26%
Benefits								
Social Security	4110	2,028.67	2,261.00	21,337.14	24,871.00	29,393.00	8,055.86	27.40%
Medicare	4111	474.45	528.76	5,791.47	5,816.36	6,874.00	1,082.53	15.74%
I.M.R.F.	4115	4,431.36	5,408.14	65,066.20	59,489.54	70,306.00	5,239.80	7.45%
Medical/Life Insurance	4120	5,249.12	5,273.42	52,351.38	52,734.20	63,281.00	10,929.62	17.27%
Supplemental Pensions	4135	1,937.06	1,998.67	21,492.86	19,986.70	23,984.00	2,491.14	10.38%
Total Benefits		14,120.66	15,469.99	166,039.05	162,897.80	193,838.00	27,798.95	14.34%
Materials and Supplies								
Dues and Subscriptions	4213	64.00	300.00	2,437.00	3,000.00	3,600.00	1,163.00	32.30%
Liability Insurance	4219	28,848.47	1,666.67	33,463.97	48,518.70	51,852.00	18,388.03	35.46%
Legal Notices	4221	0.00	666.67	4,784.78	6,666.70	8,000.00	3,215.22	40.19%
Maintenance - Building	4223	0.00	700.00	1,218.59	7,000.00	8,400.00	7,181.41	85.49%
Maintenance - Equipment	4225	0.00	1,066.67	210.00	10,666.70	12,800.00	12,590.00	98.35%
Maintenance - Grounds	4227	0.00	666.67	0.00	6,666.70	8,000.00	8,000.00	100.00%
Postage/Mailings	4233	0.00	433.33	4,865.66	4,333.30	5,200.00	334.34	6.42%
Printing and Forms	4235	0.00	250.00	1,384.54	2,500.00	3,000.00	1,615.46	53.84%
Public Relations	4239	3,270.27	3,125.00	24,052.30	31,250.00	37,500.00	13,447.70	35.86%
Rent - Equipment	4243	0.00	180.00	764.46	1,800.00	2,160.00	1,395.54	64.60%
Supplies - Office	4253	216.23	750.00	4,694.16	7,500.00	9,000.00	4,305.84	47.84%
Supplies - Other	4257	0.00	41.67	0.00	416.70	500.00	500.00	100.00%
Training and Education	4263	0.00	416.67	499.00	4,166.70	5,000.00	4,501.00	90.02%
Travel/Meetings	4265	0.00	91.67	99.26	866.70	1,000.00	900.74	90.07%
Telephone	4267	5,345.82	5,083.33	45,478.41	50,833.30	61,000.00	15,521.59	25.44%
Utilities (Elec,Gas,Wtr,Sewer)	4271	268.48	316.67	1,149.44	3,166.70	3,800.00	2,650.56	69.75%
Vehicle (Gas and Oil)	4273	39.84	658.33	5,036.68	6,583.30	7,900.00	2,863.32	36.24%
ESDA	4279	0.00	166.67	892.33	1,666.70	2,000.00	1,107.67	55.38%
Total Materials and Supplies	_	38,053.11	16,580.02	131,030.58	197,602.20	230,712.00	99,681.42	43.21%

Statement of Revenues and Expenditures - Expenditures General Fund

Administration

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual								
Audit	4320	0.00	0.00	13,350.00	13,350.00	13,350.00	0.00	0.00%
Consulting/Professional	4325	5,938.97	8,770.83	83,268.78	87,708.30	105,250.00	21,981.22	20.88%
Conslt/Prof Reimbursable	4328	0.00	0.00	315.96	0.00	0.00	(315.96)	0.00%
Contingency	4330	0.00	833.33	3,880.00	8,333.30	10,000.00	6,120.00	61.20%
Janitorial Service	4345	1,182.00	1,375.00	11,820.00	13,750.00	16,500.00	4,680.00	28.36%
Total Contractual		7,120.97	10,979.16	112,634.74	123,141.60	145,100.00	32,465.26	22.37%
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	2,947,611.00	0.00	0.00	(2,947,611.00)	0.00%
Total Other Charges		0.00	0.00	2,947,611.00	0.00	0.00	(2,947,611.00)	0.00%
Total Expenditures		92,004.25	79,496.93	3,754,745.49	885,286.96	1,044,231.00	(2,710,514.49)	(259.57)%
Total		(92,004.25)	(79,496.93)	(3,754,745.49)	(885,286.96)	(1,044,231.00)	2,710,514.49	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

City Council

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	35,625.00	35,625.00	42,750.00	7,125.00	16.66%
Total Salaries		3,562.50	3,562.50	35,625.00	35,625.00	42,750.00	7,125.00	16.67%
Benefits								
Social Security	4110	220.87	220.92	2,208.75	2,209.20	2,651.00	442.25	16.68%
Medicare	4111	51.67	51.67	516.70	516.70	620.00	103.30	16.66%
Total Benefits		272.54	272.59	2,725.45	2,725.90	3,271.00	545.55	16.68%
Materials and Supplies								
Boards and Commissions	4205	0.00	208.33	831.11	2,083.30	2,500.00	1,668.89	66.75%
Cable Operations	4206	0.00	208.33	0.00	2,083.30	2,500.00	2,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	65.00	100.00	100.00	35.00	35.00%
Liability Insurance	4219	7,212.12	2,916.66	22,365.06	37,104.60	42,938.00	20,572.94	47.91%
Public Relations	4239	0.00	166.67	735.57	1,666.70	2,000.00	1,264.43	63.22%
Training and Education	4263	0.00	250.00	0.00	1,000.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	0.00	35.00	0.00	0.00	(35.00)	0.00%
Total Materials and Supplies		7,212.12	3,749.99	24,031.74	44,037.90	51,038.00	27,006.26	52.91%
Contractual								
Consulting/Professional	4325	0.00	416.67	2,696.00	4,166.70	5,000.00	2,304.00	46.08%
Trolley Contracts	4366	301.47	66.67	472.95	666.70	800.00	327.05	40.88%
Total Contractual		301.47	483.34	3,168.95	4,833.40	5,800.00	2,631.05	45.36%
Total Expenditures		11,348.63	8,068.42	65,551.14	87,222.20	102,859.00	37,307.86	36.27%
Total		(11,348.63)	(8,068.42)	(65,551.14)	(87,222.20)	(102,859.00)	(37,307.86)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Community Development

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	21,316.40	22,062.30	244,555.12	242,685.30	286,810.00	42,254.88	14.73%
Overtime	4030	0.00	0.00	40.35	500.00	500.00	459.65	91.93%
Total Salaries		21,316.40	22,062.30	244,595.47	243,185.30	287,310.00	42,714.53	14.87%
Benefits								
Social Security	4110	1,266.20	1,367.84	13,372.53	15,046.24	17,782.00	4,409.47	24.79%
Medicare	4111	296.12	319.92	3,417.63	3,518.16	4,159.00	741.37	17.82%
I.M.R.F.	4115	3,161.22	3,271.84	41,831.42	35,990.43	42,534.00	702.58	1.65%
Medical/Life Insurance	4120	3,337.77	3,330.75	33,288.80	33,307.50	39,969.00	6,680.20	16.71%
Supplemental Pensions	4135	184.60	300.00	2,030.80	3,000.00	3,600.00	1,569.20	43.58%
Total Benefits		8,245.91	8,590.35	93,941.18	90,862.33	108,044.00	14,102.82	13.05%
Materials and Supplies								
Boards and Commissions	4205	890.00	125.00	1,460.00	1,250.00	1,500.00	40.00	2.66%
Dues and Subscriptions	4213	0.00	37.92	470.00	379.20	455.00	(15.00)	(3.29)%
Liability Insurance	4219	22,713.90	26,541.66	34,421.40	44,458.34	46,000.00	11,578.60	25.17%
Maintenance - Vehicles	4229	0.00	100.00	0.00	1,000.00	1,200.00	1,200.00	100.00%
Printing and Forms	4235	0.00	220.08	289.00	2,200.80	2,641.00	2,352.00	89.05%
Supplies - Office	4253	0.00	0.00	0.00	450.00	450.00	450.00	100.00%
Training and Education	4263	0.00	41.67	0.00	416.70	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	16.67	0.00	166.70	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	53.54	116.67	1,087.22	1,166.70	1,400.00	312.78	22.34%
Total Materials and Supplies		23,657.44	27,199.67	37,727.62	51,488.44	54,346.00	16,618.38	30.58%
Contractual								
Consulting/Professional	4325	5,932.58	500.00	36,015.15	33,918.00	34,918.00	(1,097.15)	(3.14)%
Conslt/Prof Reimbursable	4328	1,531.55	4,033.34	75,768.74	40,333.40	48,400.00	(27,368.74)	(56.54)%
Total Contractual		7,464.13	4,533.34	111,783.89	74,251.40	83,318.00	(28,465.89)	(34.17)%
Total Expenditures		60,683.88	62,385.66	488,048.16	459,787.47	533,018.00	44,969.84	8.44%
Total		(60,683.88)	(62,385.66)	(488,048.16)	(459,787.47)	(533,018.00)	(44,969.84)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Public Works, Streets

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	36,719.23	40,400.68	463,612.61	444,407.48	525,209.00	61,596.39	11.72%
Overtime	4030	13,218.33	6,250.00	65,693.80	62,500.00	75,000.00	9,306.20	12.40%
Total Salaries		49,937.56	46,650.68	529,306.41	506,907.48	600,209.00	70,902.59	11.81%
Benefits								
Social Security	4110	4,490.05	4,293.30	47,925.35	47,226.30	55,813.00	7,887.65	14.13%
Medicare	4111	1,050.12	1,004.06	11,251.35	11,044.66	13,053.00	1,801.65	13.80%
I.M.R.F.	4115	12,115.69	9,694.38	138,171.01	106,638.18	126,027.00	(12,144.01)	(9.63)%
Medical/Life Insurance	4120	11,924.66	12,849.00	118,928.98	128,490.00	154,188.00	35,259.02	22.86%
Supplemental Pensions	4135	276.90	208.33	3,046.20	2,083.30	2,500.00	(546.20)	(21.84)%
Total Benefits		29,857.42	28,049.07	319,322.89	295,482.44	351,581.00	32,258.11	9.18%
Materials and Supplies								
Liability Insurance	4219	42,768.12	1,829.00	57,443.57	62,000.00	65,658.00	8,214.43	12.51%
Maintenance - Building	4223	5,567.29	7,834.01	42,441.32	65,940.10	78,336.00	35,894.68	45.82%
Maintenance - Equipment	4225	1,156.09	1,815.58	51,780.65	18,155.80	21,787.00	(29,993.65)	(137.66)%
Maintenance - Vehicles	4229	1,357.53	2,166.67	36,283.45	21,666.70	26,000.00	(10,283.45)	(39.55)%
Maintenance - Laundromat Exp	4230	0.00	0.00	166.75	0.00	0.00	(166.75)	0.00%
Postage/Mailings	4233	0.00	83.33	1,230.00	833.30	1,000.00	(230.00)	(23.00)%
Rent - Equipment	4243	215.00	1,645.83	11,314.27	20,658.30	23,950.00	12,635.73	52.75%
Supplies - Office	4253	0.00	346.83	615.76	3,468.30	4,162.00	3,546.24	85.20%
Supplies - Other	4257	1,890.58	3,790.50	32,424.15	37,905.00	45,486.00	13,061.85	28.71%
Small Tools & Equipment	4259	456.79	320.83	3,588.48	3,208.30	3,850.00	261.52	6.79%
Training and Education	4263	0.00	355.42	1,294.95	3,564.20	4,275.00	2,980.05	69.70%
Travel/Meetings	4265	40.00	0.00	80.00	0.00	0.00	(80.00)	0.00%
Uniforms	4269	606.20	537.17	5,080.81	5,371.70	6,446.00	1,365.19	21.17%
Utilities (Elec,Gas,Wtr,Sewer)	4271	796.69	425.00	2,081.46	4,250.00	5,100.00	3,018.54	59.18%
Vehicle (Gas and Oil)	4273	6,375.33	7,242.83	55,543.84	72,428.30	86,914.00	31,370.16	36.09%
Total Materials and Supplies Contractual		61,229.62	28,393.00	301,369.46	319,450.00	372,964.00	71,594.54	19.20%
Consulting/Professional	4325	3,142.60	841.67	10,957.23	8,416.70	10,100.00	(857.23)	(8.48)%

Statement of Revenues and Expenditures - Expenditures General Fund

Public Works, Streets

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Forestry	4350	206.85	866.25	87,234.62	132,270.50	134,003.00	46,768.38	34.90%
Street Light Oper & Maint.	4359	1,239.48	8,016.67	84,021.23	80,166.70	96,200.00	12,178.77	12.65%
Mosquito Abatement	4365	0.00	0.00	40,887.00	40,887.00	40,887.00	0.00	0.00%
Street Sweeping	4373	0.00	500.00	23,873.37	38,042.00	44,242.00	20,368.63	46.03%
Drainage Projects	4374	0.00	0.00	59,105.58	34,500.00	34,500.00	(24,605.58)	(71.32)%
Tree Trim/Removal	4375	1,310.00	10,066.67	11,430.00	100,666.70	120,800.00	109,370.00	90.53%
Total Contractual		5,898.93	20,291.26	317,509.03	434,949.60	480,732.00	163,222.97	33.95%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	51,003.08	0.00	0.00	(51,003.08)	0.00%
Equipment	4815	0.00	0.00	102,914.93	176,610.00	176,610.00	73,695.07	41.72%
Total Capital Outlay		0.00	0.00	153,918.01	176,610.00	176,610.00	22,691.99	12.85%
Total Expenditures		146,923.53	123,384.01	1,621,425.80	1,733,399.52	1,982,096.00	360,670.20	18.20%
Total		(146,923.53)	(123,384.01)	(1,621,425.80)	(1,733,399.52)	(1,982,096.00)	(360,670.20)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Police Department

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries	4040	20, 427, 52	22.050.44	202 020 50	205 254 54	424 052 00	20.025.50	0.050/
Salaries Salaries - Officers	4010 4020	36,437.53 251,898.28	32,850.14	392,026.50	365,351.54	431,052.00	39,025.50	9.05%
		•	256,894.68	2,725,041.84	2,825,841.48	3,339,631.00	614,589.16	18.40%
Overtime Total Salaries	4030	30,863.86	35,484.60 325,229.42	427,996.43 3,545,064.77	390,330.60 3,581,523.62	461,300.00	33,303.57 686,918.23	7.21% 16.23%
Benefits		319,199.07	323,229.42	3,343,004.77	3,301,323.02	4,231,983.00	000,910.23	10.23%
Social Security	4110	2,306.87	2,036.68	24,355.54	22,403.48	26,477.00	2,121.46	8.01%
Medicare	4111	3,967.69	4,262.00	46,062.89	46,882.00	55,406.00	9,343.11	16.86%
I.M.R.F.	4115	4,324.24	4,449.30	60,781.74	48,942.30	57,841.00	(2,940.74)	(5.08)%
Medical/Life Insurance	4120	37,975.20	44,041.83	374,452.58	440,418.30	528,502.00	154,049.42	29.14%
Police Pension	4130	0.00	0.00	1,205,543.40	1,196,027.00	1,196,027.00	(9,516.40)	(0.79)%
Supplemental Pensions	4135	4,439.00	4,000.00	38,955.30	40,000.00	48,000.00	9,044.70	18.84%
Total Benefits		53,013.00	58,789.81	1,750,151.45	1,794,673.08	1,912,253.00	162,101.55	8.48%
Materials and Supplies		•	,	, ,	, ,		•	
Animal Control	4201	0.00	183.33	590.00	1,833.30	2,200.00	1,610.00	73.18%
Auxiliary Police	4203	0.00	350.00	3,935.30	3,500.00	4,200.00	264.70	6.30%
Boards and Commissions	4205	0.00	2,250.00	19,211.76	22,500.00	27,000.00	7,788.24	28.84%
Dues and Subscriptions	4213	375.00	304.17	1,809.89	3,041.70	3,650.00	1,840.11	50.41%
Investigation and Equipment	4217	3,944.49	2,907.50	14,191.95	29,075.00	34,890.00	20,698.05	59.32%
Liability Insurance	4219	146,488.07	5,833.33	193,533.43	217,093.30	228,760.00	35,226.57	15.39%
Maintenance - Equipment	4225	67.00	1,393.33	6,770.11	13,933.30	16,720.00	9,949.89	59.50%
Maintenance - Vehicles	4229	1,140.75	5,516.66	38,950.01	55,166.60	66,200.00	27,249.99	41.16%
Postage/Mailings	4233	103.38	375.00	2,565.57	3,750.00	4,500.00	1,934.43	42.98%
Printing and Forms	4235	434.66	250.00	1,604.46	2,500.00	3,000.00	1,395.54	46.51%
Public Relations	4239	0.00	416.67	1,602.08	4,166.70	5,000.00	3,397.92	67.95%
Rent - Equipment	4243	0.00	14,450.25	167,196.12	144,502.50	173,403.00	6,206.88	3.57%
Supplies - Office	4253	193.01	500.00	3,447.88	5,000.00	6,000.00	2,552.12	42.53%
Training and Education	4263	1,555.00	2,700.00	22,352.42	27,000.00	32,400.00	10,047.58	31.01%
Travel/Meetings	4265	172.39	912.50	3,922.48	9,125.00	10,950.00	7,027.52	64.17%
Telephone	4267	1,097.33	1,075.00	8,476.46	10,750.00	12,900.00	4,423.54	34.29%
Uniforms	4269	1,421.59	4,235.00	36,861.47	42,350.00	50,820.00	13,958.53	27.46%

Statement of Revenues and Expenditures - Expenditures General Fund

Police Department

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	1,165.39	583.33	3,213.74	5,833.30	7,000.00	3,786.26	54.08%
Vehicle (Gas and Oil)	4273	5,537.03	9,583.33	82,254.81	95,833.30	115,000.00	32,745.19	28.47%
Total Materials and Supplies		163,695.09	53,819.40	612,489.94	696,954.00	804,593.00	192,103.06	23.88%
Contractual								
Consulting/Professional	4325	0.00	29,707.33	354,604.44	297,073.30	356,488.00	1,883.56	0.52%
Dumeg/Fiat/Child Center	4337	0.00	2,056.67	24,680.00	20,566.70	24,680.00	0.00	0.00%
Total Contractual		0.00	31,764.00	379,284.44	317,640.00	381,168.00	1,883.56	0.49%
Capital Outlay								
Equipment	4815	26,436.31	9,314.50	83,408.68	93,145.00	111,774.00	28,365.32	25.37%
Total Capital Outlay		26,436.31	9,314.50	83,408.68	93,145.00	111,774.00	28,365.32	25.38%
Total Expenditures		562,344.07	478,917.13	6,370,399.28	6,483,935.70	7,441,771.00	1,071,371.72	14.40%
Total		(562,344.07)	(478,917.13)	(6,370,399.28)	(6,483,935.70)	(7,441,771.00)	(1,071,371.72)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Business District

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Maintenance - Grounds	4227	0.00	0.00	61.00	0.00	0.00	(61.00)	0.00%
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	0.00	897.57	0.00	0.00	(897.57)	0.00%
Total Materials and Supplies		0.00	0.00	958.57	0.00	0.00	(958.57)	0.00%
Total Expenditures		0.00	0.00	958.57	0.00	0.00	(958.57)	0.00%
Total		0.00	0.00	(958.57)	0.00	0.00	958.57	0.00%

Statement of Revenues and Expenditures - Expenditures

Water Fund

Public Works, Water

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	34,454.48	36,540.00	395,810.34	401,940.00	475,029.00	79,218.66	16.67%
Overtime	4030	10,274.41	3,846.00	73,122.75	42,308.00	50,000.00	(23,122.75)	(46.24)%
Total Salaries		44,728.89	40,386.00	468,933.09	444,248.00	525,029.00	56,095.91	10.68%
Benefits								
Social Security	4110	2,620.23	2,500.00	25,992.28	27,512.00	32,551.00	6,558.72	20.14%
Medicare	4111	612.77	586.00	6,126.11	6,444.00	7,612.00	1,485.89	19.52%
I.M.R.F.	4115	5,600.07	5,989.00	65,625.83	65,880.00	77,861.00	12,235.17	15.71%
Medical/Life Insurance	4120	7,617.07	9,234.33	75,967.80	92,343.30	110,812.00	34,844.20	31.44%
Supplemental Pensions	4135	92.30	200.00	1,015.40	2,000.00	2,400.00	1,384.60	57.69%
Total Benefits		16,542.44	18,509.33	174,727.42	194,179.30	231,236.00	56,508.58	24.44%
Materials and Supplies								
Liability Insurance	4219	176,494.19	1,633.92	180,104.35	209,979.20	213,167.00	33,062.65	15.51%
Maintenance - Building	4223	2,221.32	1,641.84	17,717.69	21,593.40	24,877.00	7,159.31	28.77%
Maintenance - Equipment	4225	744.33	1,011.92	16,259.93	10,119.20	12,143.00	(4,116.93)	(33.90)%
Maintenance - Laundromat Exp	4230	0.00	0.00	24.64	0.00	0.00	(24.64)	0.00%
Maintenance - Water System	4231	7,349.62	6,900.09	172,631.60	145,089.90	158,890.00	(13,741.60)	(8.64)%
Postage/Mailings	4233	0.00	86.25	875.16	862.50	1,035.00	159.84	15.44%
Printing and Forms	4235	0.00	0.00	15.30	0.00	0.00	(15.30)	0.00%
Quality Control	4241	254.40	1,293.75	7,743.46	12,937.50	15,525.00	7,781.54	50.12%
Rent - Equipment	4243	0.00	0.00	1,750.00	0.00	0.00	(1,750.00)	0.00%
Service Charge	4251	20,833.34	20,833.33	208,333.40	208,333.30	250,000.00	41,666.60	16.66%
Supplies - Operation	4255	0.00	346.67	391.80	6,466.70	7,160.00	6,768.20	94.52%
Training and Education	4263	0.00	256.67	117.50	2,566.70	3,080.00	2,962.50	96.18%
Telephone	4267	943.39	900.00	7,826.41	9,000.00	10,800.00	2,973.59	27.53%
Uniforms	4269	422.97	259.50	2,025.10	2,595.00	3,114.00	1,088.90	34.96%
Utilities (Elec,Gas,Wtr,Sewer)	4271	5,069.05	4,066.67	28,461.56	40,666.70	48,800.00	20,338.44	41.67%
Vehicle (Gas and Oil)	4273	973.62	1,881.25	20,628.94	18,812.50	22,575.00	1,946.06	8.62%
Total Materials and Supplies		215,306.23	41,111.86	664,906.84	689,022.60	771,166.00	106,259.16	13.78%

Statement of Revenues and Expenditures - Expenditures

Water Fund

Public Works, Water

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual								
Audit	4320	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	0.00	1,083.33	6,485.29	10,833.30	13,000.00	6,514.71	50.11%
Leak Detection	4326	(24,137.50)	1,625.00	13,851.78	16,250.00	19,500.00	5,648.22	28.96%
Data Processing	4336	49,574.25	12,694.00	124,016.75	126,940.00	152,328.00	28,311.25	18.58%
DuPage Water Commission	4340	0.00	405,406.33	2,898,850.81	4,054,063.30	4,864,876.00	1,966,025.19	40.41%
Total Contractual		25,436.75	420,808.66	3,053,204.63	4,218,086.60	5,059,704.00	2,006,499.37	39.66%
Capital Outlay								
Equipment	4815	0.00	0.00	1,705.93	2,610.00	2,610.00	904.07	34.63%
Water Meter Purchases	4880	21.00	2,083.33	14,338.53	20,833.30	25,000.00	10,661.47	42.64%
Total Capital Outlay		21.00	2,083.33	16,044.46	23,443.30	27,610.00	11,565.54	41.89%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	297,134.34	297,256.00	297,256.00	121.66	0.04%
Total Debt Service		0.00	0.00	297,134.34	297,256.00	297,256.00	121.66	0.04%
Total Expenditures		302,035.31	522,899.18	4,674,950.78	5,866,235.80	6,912,001.00	2,237,050.22	32.36%
Total		(302,035.31)	(522,899.18)	(4,674,950.78)	(5,866,235.80)	(6,912,001.00)	(2,237,050.22)	0.00%

Statement of Revenues and Expenditures - Expenditures Motor Fuel Tax MFT Expenses

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	250,000.00	250,000.00	300,000.00	50,000.00	16.66%
Total Salaries		25,000.00	25,000.00	250,000.00	250,000.00	300,000.00	50,000.00	16.67%
Materials and Supplies								
Road Material	4245	896.09	2,980.00	31,980.53	29,800.00	35,760.00	3,779.47	10.56%
Salt	4249	63,471.37	18,700.00	204,134.41	187,000.00	224,400.00	20,265.59	9.03%
Supplies - Other	4257	3,592.08	1,250.00	14,424.87	12,500.00	15,000.00	575.13	3.83%
Pavement Striping	4261	0.00	0.00	7,816.50	8,500.00	8,500.00	683.50	8.04%
Total Materials and Supplies		67,959.54	22,930.00	258,356.31	237,800.00	283,660.00	25,303.69	8.92%
Contractual								
Consulting/Professional	4325	0.00	0.00	16,732.50	15,000.00	15,000.00	(1,732.50)	(11.55)%
Total Contractual		0.00	0.00	16,732.50	15,000.00	15,000.00	(1,732.50)	(11.55)%
Total Expenditures		92,959.54	47,930.00	525,088.81	502,800.00	598,660.00	73,571.19	12.29%
Total		(92,959.54)	(47,930.00)	(525,088.81)	(502,800.00)	(598,660.00)	(73,571.19)	0.00%

Statement of Revenues and Expenditures - Expenditures Special Service Area Tax Fund

SSA Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	416.67	3,701.62	4,166.70	5,000.00	1,298.38	25.96%
Contingency	4330	0.00	291.67	0.00	2,916.70	3,500.00	3,500.00	100.00%
Total Contractual		0.00	708.34	3,701.62	7,083.40	8,500.00	4,798.38	56.45%
Total Expenditures		0.00	708.34	3,701.62	7,083.40	8,500.00	4,798.38	56.45%
Total		0.00	(708.34)	(3,701.62)	(7,083.40)	(8,500.00)	(4,798.38)	0.00%

Statement of Revenues and Expenditures - Expenditures Water Depreciation Fund

Depreciation Expenses

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Maintenance - Water System	4231	0.00	0.00	3,000.00	16,500.00	16,500.00	13,500.00	81.81%
Total Materials and Supplies		0.00	0.00	3,000.00	16,500.00	16,500.00	13,500.00	81.82%
Capital Outlay								
Capital Improv-Infrastructure	4390	0.00	0.00	181,261.55	258,000.00	258,000.00	76,738.45	29.74%
Hydrant Painting	4391	0.00	0.00	8,124.04	38,500.00	38,500.00	30,375.96	78.89%
Equipment	4815	0.00	0.00	0.00	105,200.00	105,200.00	105,200.00	100.00%
Total Capital Outlay		0.00	0.00	189,385.59	401,700.00	401,700.00	212,314.41	52.85%
Total Expenditures		0.00	0.00	192,385.59	418,200.00	418,200.00	225,814.41	54.00%
Total		0.00	0.00	(192,385.59)	(418,200.00)	(418,200.00)	(225,814.41)	0.00%

Statement of Revenues and Expenditures - Expenditures Federal Equitable Sharing Fund Drug Forfeiture Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	22,370.52	0.00	0.00	(22,370.52)	0.00%
Total Materials and Supplies		0.00	0.00	22,370.52	0.00	0.00	(22,370.52)	0.00%
Capital Outlay								
Equipment	4815	0.00	0.00	1,946.00	0.00	0.00	(1,946.00)	0.00%
Total Capital Outlay		0.00	0.00	1,946.00	0.00	0.00	(1,946.00)	0.00%
Total Expenditures		0.00	0.00	24,316.52	0.00	0.00	(24,316.52)	0.00%
Total		0.00	0.00	(24,316.52)	0.00	0.00	24,316.52	0.00%

Statement of Revenues and Expenditures - Expenditures Capital Improvement Fund Capital Fund Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	(15,288.62)	0.00	51,005.45	42,000.00	42,000.00	(9,005.45)	(21.44)%
Conslt/Prof Reimbursable	4328	0.00	0.00	9,981.00	0.00	0.00	(9,981.00)	0.00%
Total Contractual		(15,288.62)	0.00	60,986.45	42,000.00	42,000.00	(18,986.45)	(45.21)%
Capital Outlay								
Ditch Projects	4376	7,664.41	0.00	1,713,479.32	1,712,220.00	1,712,220.00	(1,259.32)	(0.07)%
Sidewalk Replacement Program	4380	0.00	0.00	83,599.93	81,345.00	81,345.00	(2,254.93)	(2.77)%
Crack Seal Program	4382	0.00	0.00	111,088.75	125,500.00	125,500.00	14,411.25	11.48%
Curb & Gutter Replacement Prog	4383	0.00	0.00	270,518.80	288,985.00	288,985.00	18,466.20	6.39%
Capital Improvements	4810	0.00	0.00	4,950.00	0.00	0.00	(4,950.00)	0.00%
Equipment	4815	6,082.85	0.00	241,221.42	194,000.00	194,000.00	(47,221.42)	(24.34)%
Street Reconstruction/Rehab	4855	0.00	0.00	1,023,484.31	1,073,000.00	1,073,000.00	49,515.69	4.61%
Total Capital Outlay		13,747.26	0.00	3,448,342.53	3,475,050.00	3,475,050.00	26,707.47	0.77%
Debt Service								
Debt Retire - Property	4945	0.00	0.00	203,486.76	202,756.00	202,756.00	(730.76)	(0.36)%
Total Debt Service		0.00	0.00	203,486.76	202,756.00	202,756.00	(730.76)	(0.36)%
Total Expenditures		(1,541.36)	0.00	3,712,815.74	3,719,806.00	3,719,806.00	6,990.26	0.19%
Total		1,541.36	0.00	(3,712,815.74)	(3,719,806.00)	(3,719,806.00)	(6,990.26)	0.00%

Statement of Revenues and Expenditures - Expenditures

Debt Service Fund

Debt Service Fund Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	497,750.00	497,500.00	497,500.00	(250.00)	(0.05)%
Total Debt Service		0.00	0.00	497,750.00	497,500.00	497,500.00	(250.00)	(0.05)%
Total Expenditures		0.00	0.00	497,750.00	497,500.00	497,500.00	(250.00)	(0.05)%
Total		0.00	0.00	(497,750.00)	(497,500.00)	(497,500.00)	250.00	0.00%

CITY OF DARIEN -- CASH RESERVES February 28, 2015

FUND	FUND NAME		TOTAL
01	General Fund	\$	1,729,821.73
02	Water Fund	\$	1,145,858.02
03	MFT Fund	\$	227,640.85
05	Impact Fees Fund	\$	18,643.51
10	Special Service Area Tax Fund	\$	10,580.71
11	State Drug Forfeiture Fund	\$	12,156.69
12	Water Depreciation Fund	\$	111,142.08
16	Escrow Fund	\$	25.87
17	Federal Equitable Sharing Acct	\$	237,206.86
18	Seized Asset Funds	\$	5,793.28
25	Capital Improvement Fund	\$	6,107,312.11
35	Debt Service Fund	\$	18,084.92
	TOTAL	<u>\$</u>	9,624,266.63

Prior Month Cash Balance

\$ 9,499,546.26

Bank Accounts a	А	Account Balances		
Republic Bank D	\$	12,161.46		
Republic Bank E	\$	237,206.86		
Republic Bank N	\$	9,852,854.33		
Republic Bank O	\$	(488,302.00)		
Republic Bank P	ayroll Account - Zero Balance Acct	\$	(7,036.90)	
Illinois Funds Mo	oney Market Account014%	\$	1,001.96	
IMET Investment	\$	16,380.92		
	TOTAL	\$	9,624,266.63	

Market Value

\$ 10,960,240

Wells Fargo Collateral Statement



AGENDA MEMO City Council March 16, 2015

ISSUE STATEMENT

An ordinance abating property tax heretofore levied by ordinance no. 0-28-12 in the amount of \$298,725.

ORDINANCE

BACKGROUND HISTORY

The proposed FYE 15 budget includes abating property taxes in the sum of \$298,725 levied during the year 2014, collectable in 2015. This bond was used to refund a previous bond with a higher interest rate, saving water system customers money. This abatement pertains to the issuance of bonds to finance the construction of a water tower and related public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 16 budget meeting.

STAFF/COMMITTEE RECOMMENDATION

The Committee of the Whole discussed this item at the recent budget meetings and concurred with the abatement.

ALTERNATE CONSIDERATION

Not approving the ordinance would be an alternate consideration.

DECISION MODE

This will be on the March 16, 2015, City Council agenda for formal approval.



DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 16th DAY OF MARCH, 2015

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

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12

WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. 0-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

WHEREAS, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

WHEREAS, pursuant to said Ordinance the amount of \$298,725 was levied for the year 2014, collectable in 2015; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2014 collectable in 2015 may be abated;

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

Section 1: Abatement. That the sum of \$298,725 heretofore levied for the year 2014, collectable in 2015, pursuant to Ordinance No. 0-28-12 shall be, and hereby is, **ABATED.**

Section 2: Direction. The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

ORDINANCE NO	
Section 3: Certified Copy . The City	Clerk is hereby authorized and directed to forward
a certified copy of this Ordinance to the DuPage C	County Clerk.
Section 4: Effective Date. This Ord	inance 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 16 th day of March, 20	015.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY
ILLINOIS, this 16 th day of March, 2015.	
	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



AGENDA MEMO City Council Meeting March 16, 2015

Issue Statement

Approval for the following:

- 1. A motion authorizing the 2015 Emerald Ash Borer Treatment Plan (Phase 2)
- 2. Approval of a <u>Resolution</u> authorizing the Mayor to execute a contract for the 2015 Emerald Ash Borer Treatment Plan with Tru-Green Inc in an amount not to exceed \$165,000.

BACKGROUND/HISTORY

The City Council has periodically discussed and reviewed the Emerald Ash Borer treatments since 2010. The most recent action plan approved by the City Council on April 1, 2013, included the funding for the 1st Cycle of the Emerald Ash Borer Treatment. The overall program consists of 3 cycles, for a period of 6 years. Each Cycle application consist of injecting a product called Treeage and is effective for up to two years.

Prior to the commencement of the 1st Cycle the staff had inventoried and identified 2,613 Ash trees of which 366 trees have been removed. The inventory has been reduced to 2,357 Ash trees, or 9% less. Of the 2,357 trees 140 are on a "Watch List" and will be evaluated in Spring of 2015 for treatment or removal.

The process for the Treeage application is completed by drilling a required amount of small holes(s), pending the size of the tree, into the trunk. Once the holes are drilled, the insecticide, Treeage-Emamectin Benzoate, is injected with the recommended dosage, and plugs are used to seal the holes. The use of the product has been proven beneficial through research to date. Attached, please find an Emerald Ash Borer cost analysis summary labeled as <u>Attachment A</u>.

The 2013 program utilized the City's Arborist to purchase the Treeage product, supplies and equipment to treat the Ash Trees located within the City's parkway. The program was completed in house under the supervision of the City's arborist and temporary labor was also utilized. The total cost for the program excluding the full time salary was approximately \$94,000. The total cost with the full time salary was approximately \$144,500. Upon review of the in house program, the arborist's time was limited to responding to work orders and residents inquiries in a timely matter. Seeking additional temporary labor with an applicators license was unsuccessful.

The Staff is requesting that the proposed EAB Treatment Program-Cycle 2 be outsourced to Tru Green Inc at a cost not to exceed \$165,000 versus the in-house program. The cost for the in-house program has been estimated at approximately \$163,000 (Attachment B). Through the outsourcing the City Arborist will be in a position to carry out his daily responsibilities, including prompt resident responsiveness. Prior to the treatment each tree will be evaluated for mortality and a flyer will be forwarded to all residents with Ash trees labeled and attached as Attachment C. The Ash tree shall have a minimal healthy canopy coverage of 60% to be considered for treatment. Each affected resident shall receive a flyer informing them that the tree has been slated for treatment or removal. The vendor will also identify each tree with a tag for inventory purposes.

Sealed bids were requested for supplying the Treeage Product and labor to treat all the parkway Ash trees. Staff had received four (4) competitive bids on December 23, 2014 and are attached and labeled as **Attachment D**. The lowest competitive bid is Tru Green and the company has provided various fertilizing services to the City in the past with very satisfactory results. The vendor and Staff have requested to begin in late March for an optional mortality rate and Overall Program.

The proposed 2015 Emerald Ash Borer Treatment Program Cycle 2 would be funded, budget approval, from the following FY 15-16 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 15-16 BUDGET	PROPOSED EXPENDITURE
25-35-4815	Emerald Ash Borer Cycle 1	\$ 165,000	\$ 163,226.38
	Contingency		\$ 1,773.62
	TOTAL	\$ 165,000	\$ 165,000.00

COMMITTEE RECOMMENDATION

The Municipal Service Committee recommends:

- 1. Approval of the Emerald Ash Borer treatment-Cycle 2 of Ash trees located within the City parkways.
- 2. Approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2015 Emerald Ash Borer Treatment Plan with Tru-Green Inc in an amount not to exceed \$165,000.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the March 16, 2015 City Council Agenda for seminal approval.

K

Plug Costs

0.45 81.00

2,555.55

2,053.35

2,668.95

3,223.80

10,582.65

7,947.90 \$

H

Tree-Age Chemical-Application Rate 48.2 Milliliters Per Inch

5.40 \$

2,160.00

68,148.00

54,756.00

71,172.00

85,968.00

282,204.00

156,131.00

282.20

Cost Per Liter

468.00

1,010.88

31,893.26

25,625.81

33,308.50

40,233.02

132,071.47

73,069.31

3,300.00

Arbor Plugs - 9 Per Tree

180.00

5,679.00

4,563.00

5,931.00

7,164.00

23,517.00

17,662.00



A B C D E F Inventory Total No of Trees No of Ash Trees Species) Percentage of Ash Trees Species)	Total Tree Diameter
\cdot \cdot \cdot \cdot	20 mon 22m)
3 Section No 1 1594 20 1574	1.25% 400.00
4 Section No 2 1869 631 1238	33.76% 12,620.00
5 Section No 3 1577 507 1070	32.15% 10,140.00
6 Section No 4 1994 659 1335	33.05% 13,180.00
7 Section No 5 1922 796 1126	41.42% 15,920.00
8 Totals 8956 2613 6343	29.18% 52,260.00
9 Liters Required	
10 8983 256	2.17%
11 REVISED TO DATE OR ACTUALS 8727 2357	27.01% 35,070.00
12	
13 Equipment Costs Quantity Unit Cost Total Cost ACTUAL COST	
14 Arborjet Hydraulic Kit 1 \$ 2,755.00 \$ 2,755.00 \$	2,755.00
15 Secondary Air Pack 1 \$ 255.55 \$ 255.55 \$	255.55
16 Arborjet Viper Needle (2 Pack) 5 \$ 25.46 \$ 127.30 \$	127.30
17 Clean-Jet Cleaner 15 \$ 7.92 \$ 118.80 \$	39.60
MISC \$	40.00
18 Total Equipment Cost \$ 3,256.65 \$	3,217.45
19 Workforce Summary No of Trees Hours Per Tree Total Hours Required Require	
20 City Arborist 2583 0.5 1291.5	32.2875 161.44
21 Labor No of Employees Total Hours Required Rate of Pay Unit	Total Cost
20 Full Time 1 1291.5 34 Hourly	\$ 43,911.00
Temporary Helper 1 495 10 Hourly	\$ 6,500.00
23 Total Labor Cost	\$ 50,411.00
Proposed In House program	
25 Cost Summary for 2013-2019 Cycle 1-Year 1 2013 CYCLE 1- ACTUAL	
26 Insecticide \$ 132,071.47 \$ 73,069.31	
\$ 3,300.00	
28 Plugs \$ 10,582.65 \$ 7,947.90	
29 Equipment \$ 3,256.65 \$ 3,217.45	
30 Labor-Temporary Help \$ 25,830.00 \$ 6,500.00	
31 Cost \$ 171,740.77 \$ 94,034.66	
32 Cost with Full Time Labor \$ 144,445.66	
REMOVALS AND RESTORATION \$ 85,965.34	
REVISED COST-INCLUDING LANDSCAPING FOR THE REMOVALS \$ 180,000.00	
ACCOUNT NO ACCOUNT DESCRIPTION 2013/14 BUDGET YTD EXPENDITURE BALANCE	
25-35-4815 EMERALD ASH BORER CYCLE 1 \$ 180,000.00 \$ 180,000.00 \$ 0.00	

87,534.66

0.50

49.50

2,002.50

1,881.00

3,588.00

4,470.00

9,976.50

K

Plug Costs

Arbor Plugs - 9-12 Per

Tree

99.00 \$

4,005.00 \$

3,762.00

7,176.00

8,940.00 \$

19,953.00 \$

Cost Per Liter

559.00

532.78

21,553.38

20,245.64

28,963.86

36,083.74

107,379.41

37,921.79

Salary Cost



			20	015 CYCLE 2 EAB	TREATMENT PLA	.N		
A	В	С	D	E	F	G	Н	
2	Inventory	Total No of Trees	No of Ash Trees	Difference (Other Tree Species)	Percentage of Ash Trees to Total Trees	Total Tree Diameter Inches (DBH) (Average is 15.5 inch DBH)	Tree-Age Chemical- Application Rate 48.2 Milliliters Per Inch	
3							5.59	\$
4	Section No 1	1565	11	1554	0.70%	170.50	953.10	\$
5	Section No 2	1748	445	1303	25.46%	6,897.50	38,557.03	\$
6	Section No 3	1510	418	1092	27.68%	6,479.00	36,217.61	\$
7	Section No 4	1965	598	1367	30.43%	9,269.00	51,813.71	\$
8	Section No 5	1842	745	1097	40.45%	11,547.50	64,550.53	\$
9	Totals	8630	2217	6413	25.69%	34,363.50	192,091.97	\$
10	Liters Required						192.09	
11	Equipment Costs	Quantity	Unit Cost	Total Cost	ACTUAL COST			
12	Arborjet Hydraulic Kit	0	\$ -	\$ -	\$ -			
13	Secondary Air Pack	0	\$ -	\$ -	\$ -			
14	Arborjet Viper Needle (2 Pack)	5	\$ 60.00	\$ 300.00	\$ -			
15	Clean-Jet Cleaner	15	\$ 8.00	\$ 120.00	\$ -			
		MISC		\$ 1,000.00	-			
16	Total Equipment Cost			\$ 1,420.00	\$ -	\$ 1,420.00		
17	Workforce Summary	No of Trees	Hours Per Tree	Total Hours Required	No of Working Weeks Required	No of Working Days Required	Rate of Pay/Hr	Salar
18	City Arborist	2217	0.5	1108.5	27.7125	138.56	\$ 34.21	\$
19	Labor-Temp	No of Temp Help	Total Hours Required	Rate of Pay	Unit	Total Cost		
20	Temporary Helper	1	1108.5	20	Hourly	\$ 22,170.00		
21	Proposed In House program							
22	Cost Summary for 2015 CYCLE 2	Cycle 2-Year 3 2015	CYCLE 2- ACTUAL					
23	Insecticide	\$ 107,379.41	\$ -					
24	Plugs	\$ 9,976.50	\$ - \$					
25	Equipment	\$ 1,420.00						
26	Labor-Temporary Help	\$ 22,170.00						
4 0	Lator-Temporary Help	Ψ 22,170.00	¥ -	I				
27	Cost	\$ 140.945.91						
27 28	Cost Cost with Full Time Employee	\$ 140,945.91 \$ 22,170.00						



Dear Resident:

The City has identified an Ash Tree in the parkway fronting your residence. On **Date-TBD**, the City Council approved a treatment program for the Emerald Ash Borer that affects only Ash Trees. The trees will be treated by the City Arborist. Below, please find frequently asked questions and answers.

Will the City inspect privately owned trees?

The City of Darien has recently requested courtesy quotes for Darien residents with Ash trees. The recommended vendor is Tree and Turf Professionals and the contact person for Tree and Turf Professionals is Lyle McGinn.

Telephone No.

1-630-759-7389

E-mail Address:

lmcginn@treeandturf.com

If a resident thinks that a private property tree may be infested with EAB, they should contact Tree and Turf Professional. Additional information and pricing may be found on the City's website at http://www.darien.il/us/Departments/MunicipalServices/EmeraldAshBorer.html

Does the insect harm any other trees? Humans?

No, EAB infests ONLY ash trees (Fraxinus spp.). It does not affect any other type of trees or plants. The insect does not pose any harm to humans and it is actually very unusual to even see adult beetles.

Treatment

What are the treatment options?

There are three common EAB treatment methods: trunk injection, soil drench/injection, and bark spray. The City is recommending the trunk injection treatment of emamectin benzoate (TREE-age®) because it has been proven the most effective treatment in University trials. This treatment lasts two years. Treatments can begin in the spring, so timing is everything. It is important to know that treatments are NOT a one-time thing; they may have to be repeated for the life of the tree. Additional information about all treatment types can be found at www.emeraldashborer.info

The parkway ash tree looks healthy, how do you know if it is infested?

There are several signs and symptoms infested trees begin to show after they are first infested. They are:

- 1. D-shaped exit holes 1/8" inch holes left after adults exit the tree
- 2. Bark splits vertical splits in the bark
- 3. S-shaped feeding galleries can only be seen when bark is scraped or in bark splits
- 4. Woodpecker damage missing or discolored bark beginning at the top of the tree
- 5. Crown Dieback foliage at the top of the tree may thin or discolor
- 6. Epicormic sprouting shoots of leaves growing from the trunk

The problem is that it may take as many as five years after the initial infestation for the tree to begin showing these signs and symptoms. Heavily infested trees may appear healthy. Once a tree begins to show outward signs of infestation, it may only be a short time before it dies.

Removals

Why does an infested ash tree have to be removed; can we wait until the tree is dead?

Once a parkway ash tree is found to be over 50% dead, the City will remove it promptly. It is important for the Department to promptly remove the infested ash trees. Additionally, when ash trees are dead, they become brittle and easily drop limbs, posing a major safety concern.

If you identify an infested ash tree on my parkway, will you remove all of the ash trees on my parkway?

Only infested ash trees that do not have at least a 60% healthy crown growth will be removed along with the stump. Locator markings will be sprayed before stump removal in the area to locate underground utilities. The parkway will be restored with topsoil and seed.

Will the City contact me before removing my parkway tree(s)?

When a tree is identified to be removed, a colored dot is sprayed on the tree and an informational door hanger is placed on the resident's front door. This is done as a courtesy to notify residents of the status of the parkway tree in front of their property. The door hangers have the contact information of the Municipal Services Department. Trees slated for removal are usually marked a few weeks before they are actually removed in order to permit residents time to call if they have any questions. Residents will be notified before a tree is removed.

Replacements

Will the City replace the trees that are removed from the parkway?

It is currently the City's policy to replace parkway trees on a one-for-one basis as space allows. The replacement tree is planted at no cost to the homeowner. A certified arborist will decide if there is the appropriate amount of space (20 feet) available and an acceptable planting site is present. With the exponential spread of EAB, the substantial loss of trees, and current economic conditions, it is impossible to predict changes to the funding of the planting program. It is the City's goal to maintain a diverse parkway tree population by replanting where possible.

How long do I have to wait for a replacement tree?

The City's current program and budget allows for tree planting. Again unforeseen changes to the tree planting program cannot be predicted. When a tree is removed, the address is put on the bottom of the planting list and will be replaced chronologically. Trees are usually planted in the spring and fall seasons.

What will be the size of the replacement tree?

Replacement trees are usually 4 inches in diameter. The City has chosen to replant this size of tree based on transplanting, survivability, cost, and labor.

Can I choose what type of tree will be replanted?

Residents will have the ability to select from an approved list of parkway trees. Available species are chosen based on stock availability, viability of species, appropriateness of parkway installation, diversity, and proven success.

Why can't I choose the same tree as all of my neighbors?

Diversity is the key to creating an urban forest. As we learned with Dutch Elm Disease and are now learning with Emerald Ash Borer, planting a single species in mass numbers is a poor urban forestry practice that can have devastating effects.

Can I plant my own parkway tree?

No. The City's planting program is in place to provide replacement trees to homeowners. Our City Arborist makes the educated final decision as to the type and quantity of trees that will be planted in the parkway. It is important that the appropriate tree is selected for each and every site in the City's parkways. City staff will work with homeowners as much as possible.

For more information or questions, please call the Municipal Services Department at 630-353-8105.



			TRUGREEN		KINNUCAN		KRAMER HOMER		HOMER		
Tree Size	Totals per Category	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
2 - 4.75	13	Each	\$ 22.75			\$ 208.00	\$ 38.40				52
5	31	Each	\$ 22.75								155
6	46	Each	\$ 22.74								276
7	97	Each	\$ 27.72				-				679
8	103	Each	\$ 29.60			·					824
9	151	Each	\$ 34.56								1359
10	158	Each	\$ 36.40								1580
11	122	Each	\$ 41.36			\$ 5,703.50			\$ 64.35	\$ 7,850.70	1342
12	136	Each	\$ 46.80			\$ 6,936.00	\$ 115.20	\$ 15,667.20			1632
13	152	Each	\$ 51.87	\$ 7,884.24	\$ 55.25	\$ 8,398.00	\$ 124.80	\$ 18,969.60	\$ 76.05	\$ 11,559.60	1976
14	180	Each	\$ 56.84	\$ 10,231.20	\$ 59.50	\$ 10,710.00	\$ 134.40	\$ 24,192.00	\$ 81.90	\$ 14,742.00	2520
15	200	Each	\$ 69.90	\$ 13,980.00	\$ 75.00	\$ 15,000.00	\$ 144.00	\$ 28,800.00	\$ 87.75	\$ 17,550.00	3000
16	153	Each	\$ 76.96	\$ 11,774.88	\$ 80.00	\$ 12,240.00	\$ 153.60	\$ 23,500.80	\$ 93.60	\$ 14,320.80	2448
17	170	Each	\$ 77.01	\$ 13,091.70	\$ 85.00	\$ 14,450.00	\$ 163.20	\$ 27,744.00	\$ 99.45	\$ 16,906.50	2890
18	148	Each	\$ 86.04	\$ 12,733.92	\$ 90.00	\$ 13,320.00	\$ 172.80	\$ 25,574.40	\$ 105.30	\$ 15,584.40	2664
19	100	Each	\$ 87.78	\$ 8,778.00	\$ 95.00	\$ 9,500.00	\$ 182.40	\$ 18,240.00	\$ 111.15	\$ 11,115.00	1900
20	99	Each	\$ 107.40	\$ 10,632.60	\$ 120.00	\$ 11,880.00	\$ 192.00	\$ 19,008.00	\$ 117.00	\$ 11,583.00	1980
21	81	Each	\$ 119.49	\$ 9,678.69	\$ 126.00	\$ 10,206.00	\$ 201.60	\$ 16,329.60	\$ 122.85	\$ 9,950.85	1701
22	56	Each	\$ 126.94	\$ 7,108.64	\$ 132.00	\$ 7,392.00	\$ 211.20	\$ 11,827.20	\$ 128.70	\$ 7,207.20	1232
23	54	Each	\$ 138.92	\$ 7,501.68	\$ 138.00	\$ 7,452.00	\$ 220.80	\$ 11,923.20	\$ 134.55	\$ 7,265.70	1242
24	40	Each	\$ 138.96	\$ 5,558.40	\$ 144.00	\$ 5,760.00	\$ 230.40	\$ 9,216.00	\$ 140.40	\$ 5,616.00	960
25	26	Each	\$ 150.00	\$ 3,900.00	\$ 150.00	\$ 3,900.00	\$ 240.00	\$ 6,240.00	\$ 146.25	\$ 3,802.50	650
26	15	Each	\$ 159.12	\$ 2,386.80	\$ 156.00	\$ 2,340.00	\$ 249.60	\$ 3,744.00	\$ 152.10	\$ 2,281.50	390
27	11	Each	\$ 170.91	\$ 1,880.01	\$ 162.00	\$ 1,782.00	\$ 259.20	\$ 2,851.20	\$ 157.95	\$ 1,737.45	297
28	3	Each	\$ 180.60	\$ 541.80	\$ 182.00	\$ 546.00	\$ 268.80	\$ 806.40	\$ 163.80	\$ 491.40	84
29	2	Each	\$ 198.07	\$ 396.14	\$ 188.50	\$ 377.00	\$ 278.40	\$ 556.80	\$ 169.65	\$ 339.30	58
30	1	Each	\$ 209.40	\$ 209.40	\$ 195.00	\$ 195.00	\$ 288.00	\$ 288.00	\$ 175.50	\$ 175.50	30
31	1	Each	\$ 222.58	\$ 222.58	\$ 201.50	\$ 201.50	\$ 297.60	\$ 297.60	\$ 181.35	\$ 181.35	31
32	8	Each	\$ 235.20	\$ 1,881.60	\$ 224.00	\$ 1,792.00	\$ 374.40	\$ 2,995.20	\$ 187.20	\$ 1,497.60	256
Totals	2,35	7.00		\$ 160,537.44		\$ 169,781.00		\$ 328,934.40		\$ 200,116.80	34,208.00
BID TOTAL SUBMIT	TED		Math Error	\$ 163,226.88	Math Check OK	\$ 169,781.00	Math Error	\$ 329,164.80	Math Error	\$ 213,460.65	



A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2015 EMERALD ASH BORER TREATMENT PLAN WITH TRU-GREEN INC IN AN AMOUNT NOT TO EXCEED \$165,000

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

PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2015 Emerald Ash Borer Treatment Plan with Tru-Green Inc in an amount not to exceed \$165,000, 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 16th day of March, 2015.

AYES:

NAYS:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 16th day of March, 2015.

KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:

JOANNE E. RAGONA, CITY CLERK
APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF DARIEN

CONTRACT

This Contract is made this _	day of	, 20	by and between the
City of Darien (hereinafter r	eferred to as the "CIT		
(hereinafter referred to as th	e "CONTRACTOR")	J.	
STATISTICS OF COMME	,		

WITNESSETH

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

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for the 2015 Emerald Ash Borer Treatment Program

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

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall

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

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

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS

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

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

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

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

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

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

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

FOR: THE CITY	FOR: THE CONTRACTOR				
Ву:	Ву:				
Print Name:	Print Name:				
Title: Mayor	Title:				
Date:	Date:				



AGENDA MEMO City Council Meeting March 16, 2015

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute a contract for the 2015 Neighborhood Drainage Program between the City of Darien and Scorpio Construction Corp. for the layout and replacement of storm sewer pipes and structures, and grading in an amount not to exceed \$291,715.00.

RESOLUTION

	Scorpio	Total		
BASE BID	Construction	Project Cost		
*1. Chestnut & Alabama	\$139,955.00	\$ 555,900.00		
*2. 69th Street – Clarendon Hills Road to Crest Road	\$103,030.00	\$ 433,600.00		
*3. Tennessee Avenue – 72 nd Street to Plainfield Road	<u>\$ 48,730.00</u>	<u>\$ 196,500.00</u>		
Base Bid Total	\$291,715.00	\$1,186,000.00		

^{*}Roads are scheduled for resurfacing in 2016.

BACKGROUND

The proposed FY 15-16 Budget includes preliminary funding for the following neighborhood drainage projects:

Base Bid:

- * Chestnut & Alabama
- * 69th Street Clarendon Hills Road to Crest Road
- * **Tennessee Avenue** 72nd Street to Plainfield Road

Residents adjacent to these projects have requested that the City address standing water in the ditches fronting their residences. The scope of work under the proposed contract would include the removal and replacement of culverts, removal and installation of inlets as required, ditch regrading, and bank stabilization and preparation for landscape restoration. All materials and outsourcing for landscaping, bituminous surface, concrete, testing, trucking and tipping and transfer fees are under separate agenda memos.

Below is a narrative of the projects:

Chestnut & Alabama – Richmond Avenue to Alabama Avenue: The proposed is related to the deficient storm water ditch conveyance on Chestnut Lane and Alabama Avenue. The existing conditions within the existing right of way ditches do not allow the conveyance of storm water to flow downstream or to dedicated structures. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 6,000 lineal feet of ditch regrading. The project goal is to allow storm water to flow from the summits as determined to downstream basins or existing downstream ditches or creeks.

2015 Neighborhood Drainage Improvements March 16, 2015 Page 2

*The roadway is scheduled for resurfacing next year.

69th **Street** – **Clarendon Hills Road to Crest Road:** The proposed is related to the deficient storm water ditch conveyance on 69th Street. The existing conditions on 69th Street within the southern and northern right of way ditch do not allow for the conveyance of storm water to flow to High Road. During significant storm events, structures have experienced flooding. The proposed project would include the removal and replacement of deteriorated culverts and storm sewer structures, and installation of inlets as required. The scope of work would also include the enclosure of ditches as necessary or existing, and approximately 2,100 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. Engineering plans are on file; no Layout payout item will be included for this project.

*The roadway is scheduled for resurfacing next year.

Tennessee Avenue - **72**nd **Street to Plainfield Road:** The proposed is related to the deficient storm water ditch conveyance on Peony Place - 72nd Street to Plainfield Road. The existing conditions have a negative impact to residents on 72^{nd} . The storm water should flow towards Plainfield Road and due to the deficient infrastructure in place, water flows towards 72^{nd} Street and has a further negative impact to 71^{st} Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 2,500 lineal feet of ditch regrading. The project goal is to allow storm water to flow at the optimal level.

*The roadway is scheduled for resurfacing next year.

Staff had received four (4) sealed bids on January 14, 2015. All four (4) of the bids were responsive; see <u>Attachment A</u>. The bid tabulation includes three (3) base bids and four (4) alternatives. Upon review of the bids, Scorpio Construction was the lowest overall bid, and staff recommends awarding the 2015 Ditch Maintenance Contract to Scorpio Construction. The final projects will be determined by the City Council upon Budget Hearings.

<u>Attachment B</u> summarizes the total cost for each project and includes materials, additional services and the proposed bid costs for the 2015 Neighborhood Drainage Program.

The proposed contract with Scorpio Construction Corp includes the following:

- A. Field Layout
- B. Removal and Placement of Deteriorated Pipes
- C. Removal and Placement of Inlets, Catch Basins and Grates
- D. Ditch Regrading

Scorpio Construction has provided services for the ditching program in 2008, 2010, 2011, 2012, 2013, and 2014 with very satisfactory results. The Staff is requesting starting on May 1, 2015. The early start would include layout and will allow Staff to order materials. Pending delivery on materials minor construction would be started. Staff anticipates that approximately \$40,000.00 would be expanded prior to May 1, 2015.

The proposed expenditure would be spent from the following account:

		<u> </u>	C	
ACCOUNT	ACCOUNT	FY 15/16	PROPOSED EXPENDITURE TO	TOTAL
NUMBER	DESCRIPTION	BUDGET	SCORPIO	PROJECT COST

25-35-4376	DITCH PROJECTS	\$1,435,800.00	\$496,805.00	\$1,186,000.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at the January 26, 2015 committee meeting and approved this item. The Committee of the Whole approved funding for this program on March 3, 2015. Scorpio Construction has completed the ditch work for the City of Darien in 2007, 2008, 2010, 2011, 2012, 2013, and 2014 with quality workmanship.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the March 16, 2015 City Council Agenda for formal approval.



CITY OF DARIEN 2015 Ditch Program Bid Results

		Bisping		Scorpie		2.5		
	C	onstruction		Construction		Suburban General		
		Company		Company	Cor	struction, Inc.	A.	Lamp Concrete
	A	ddendum #1	A	ddendum #1	Α	ddendum #1	A	Addendum #1
	1	Present		Present		Present		Present
Base Bid	П							
Chestnut & Alabama	\$	218,521.50	\$	139,955.00	\$	168,175.00	\$	511,200.00
69th Street	\$	137,345.00	S	103,030.00	\$	123,530.00	\$	429,200.00
Tennessee Ave	\$	68,915.00	\$	48,730.00	\$	63,349.00	\$	217,900.00
Total Base Bid	\$	424,781.50	\$	291,715.00	\$	355,054.00	S	1,158,300.00
Alternate Bid								
Peony Place	\$	46,625.00	\$	25,140.00	\$	37,298.00	\$_	144,850.00
Western Avenue	\$	57,290.00	\$	30,990.00	\$	45,395,00	\$	176,000.00
Sunrise Avenue	\$	81,190.00	5	65,260.00	8	66,975.00	\$	322,400.00
72nd Street	\$	154,975.00	\$	83,700.00	\$	113,330.00	\$	536,200.00
Total Alternate Bid	\$	340,080:00	\$	205,090.00	\$	262,998.00	\$	1,179,450.00
Total Bid	\$	764,861.50	\$	496,805.00	\$	618,052.00	\$	2,337,750.00

4							
JOB LOCATION MEMO		Chestnut La	ne-Richmond-Ala	bama-Project T			Attachment B
					ACTUAL		
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	UNITS	FINAL COST	AWARDED VENDOR
12-inch Sdr26 2241	0	LINEAL FT	\$ 14.15	\$ -		\$ -	
16-inch Sdr26 2241	1200	LINEAL FT	\$ 27.65	\$ 33,180.00		\$ -	
12-INCH CULVERT METAL PIPE	1000	LINEAL FT	\$ 7.63		0		
15-INCH CULVERT METAL PIPE	1500	LINEAL FT	\$ 9.61		0	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.41	\$ -	0	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 4.97	\$ -	0	\$ -	
15-INCH HDPE	0	LINEAL FT	\$ 6.89	\$ -	0	\$ -	
18-INCH HDPE	200	LINEAL FT	\$ 9.47	\$ 1,894.00	0	\$ -	
12-INCH BAND	20	EACH	\$ 11.45	\$ 7.00	0	\$ -	
15-INCH BAND	10	EACH	\$ 14.42	\$ 144.20	0	\$ -	
18-INCH BAND	0	EACH	\$ 16.68	\$ -	0	\$ -	
4-INCH HDPE PIPE WITH SOCK-NPDES	200	LINEAL FT	\$ 1.20	\$ 240.00	0	\$ -	
4-INCH HDPE PIPE WITH SOCK	200	LINEAL FT	\$ 0.47	\$ 94.00	0	\$ -	
6-INCH HDPE PIPE WITH SOCK-NPDES	0	LINEAL FT	\$ 2.24	\$ -	0	\$ -	
12x12 GARDEN INLETS	50	EACH	\$ 75.00	\$ 3,750.00	0	\$ -	
BEEHIVE GRATE	50	EACH	\$ 132.00	\$ 6,600.00	0	\$ -	
2 X 24 INLET	50	EACH	\$ 64.00	\$ 3,200.00			
2 X 30 INLET			\$ 68.00		0	\$ -	
2 X 36 INLET			\$ 77.00	•	0	\$ -	
2X36 CB OR INLET	3	EACH	\$ 86.50	\$ 259.50	0	\$ -	
4-FOOT MANHOLE WITH BOTTOM 12-18 INCH FLARED END SECTIONSWITH ANIMAL	5	EACH	\$ 1,500.00	\$ 7,500.00	0	\$ -	
GRATES	60	EACH	\$ 75.00	\$ 4,500.00	0	\$ -	
MISC CONCRETE REMOVAL	1	EACH	\$ 5,000.00	\$ 5,000.00			
CONCRETE DRIVEWAY	3,000	SQ FT	\$4.33	\$ 12,990.00		\$ -	
TOTAL LENGTH (FT)=	150		\$ -			\$ -	
WIDTH (FT)=	20					\$ -	
AREA (SF)=	3000					\$ -	
CONCRETE SEALER	3,000		\$1.25	\$ 3,750.00	0	\$ -	
BITUMINOUS DRIVEWAYS	1,667	SQ YD	\$ 51.00			\$ -	
TOTAL LENGTH (FT)=	1000					\$ -	
WIDTH (FT)= AREA (SY)=	15 1667					\$ - \$ -	
BITUMINOUS STREET CROSSING-SURFACE	69	SQ YD	\$ 62.00	\$ 4,278.00	0	\$ -	
TOTAL LENGTH (FT)=	125					\$ -	
WIDTH (FT)= AREA (SY)=	5 69					\$ - \$ -	
PAVER BRICK	0	SQ FT	\$ 10.00	\$ -	0	\$ -	
TOTAL LENGTH (FT)=	0					\$ - \$ -	
WIDTH (FT)= AREA (SF)=	0					\$ - \$ -	
TOP SOIL-MATERIAL	1244	CUBIC YARD	\$ 16.00	\$ 19,904.00	0		
TOTAL LENGTH (FT)= WIDTH (FT)=	7000 15					\$ - \$ -	
AREA (CY)=	1				0	\$ -	
TOP SOIL-INSTALLED	486	CUBIC YARD	\$ 15.00	\$ 7,290.00	0	\$ -	
TOTAL LENGTH (FT)= WIDTH (FT)=	7000 15					\$ - \$ -	
AREA (CY)=	486					\$ -	
SOD-INSTALLED	11667	SQUARE YARD	\$ 3.25	\$ 37,917.75		\$ -	
TOTAL LENGTH (FT)= WIDTH (FT)=	7000 15			+	0	\$ - \$ -	
AREA (SF)=	105000					\$ -	
STONE GRADE 8	1701.54	TON	\$ 15.90	\$ 27,054.49	0	_	
TOTAL LENGTH (FT)= WIDTH (FT)=	3700 3			+		\$ - \$ -	
AREA (SY)=						\$ -	
STONE GRADE CA-7	1023.04	TON	\$ 10.90	\$ 11,151.14	0	•	
TOTAL LENGTH (FT)= WIDTH (FT)=	2500 2					\$ - \$ -	
AREA (SY)=						\$ -	

	1	Γ			Г		T
DUMP FEES	515	PER LOAD	\$ 54.00	\$ 27,810.00	0	\$ 	
TOTAL LENGTH (FT)=	6486				0	\$ -	
WIDTH (FT)=	15				0	\$ -	
AREA (CY)=	5405					\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	8	PER LOAD	\$ 100.00	\$ 800.00	0	\$ _	
TOTAL LENGTH (FT)=	1000				0	\$ _	
WIDTH (FT)=	15				0	\$ -	
AREA (CY)=	833					\$ -	
TRUCKING	676	HOURLY	\$ 80.99	\$ 54,749.24	0	\$ -	
SUB-TOTAL COST				\$ 347,945.32		\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 17,397.27	EACH	5% of Subtotal	\$ 17,397.27			
SUB-TOTAL COST				\$ 365,342.59			
						\$ -	
CONTRACT EXCAVATION-DITCH AREA	80.00	HOURLY	\$ 350.00	\$ 28,000.00	0	\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	2,275.00	LINEAL FOOT	\$ 3.00	\$ 6,825.00	0	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	3,900.00	LINEAL FOOT	\$ 20.00	\$ 78,000.00	0	\$ -	
CONTRACT STRUCTURE REMOVAL	15.00	EACH	\$ 50.00	\$ 750.00	0	\$ -	
4-6-INCH CORRUGATED PIPE	250.00	LINEAL FOOT	\$ 10.00	\$ 2,500.00	0	\$ -	
CONTRACT STRUCTURE INSTALL	50.00	EACH	\$ 300.00	\$ 15,000.00	0	\$ -	
INSTALL 12X12 INLET BOXES	50.00	EACH	\$ 100.00	\$ 5,000.00	0	\$ -	
FLARED END SECTIONS	100.00	EACH	\$ 10.00	\$ 1,000.00	0	\$ -	
LAYOUT	32.00	HOURLY	\$ 90.00	\$ 2,880.00	0	\$ -	
OUTSOURCE COST				\$ 139,955.00		\$ -	
SUB TOTAL COST				\$ 505,297.59		\$ -	
CONTINGENCY	1	LUMP SUM	10%	\$ 50,529.76		\$ -	
TOTAL COST				\$ 555,827.35		\$ -	
TOTAL ESTIMATE-BUDGET				\$ 555,900.00			

JOB LOCATION		69th Stre	et Clarendon Hills	Rd to Dead End			
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH CULVERT METAL PIPE	500	LINEAL FT	\$ 7.63	\$ 3,815.00		\$ -	
15-INCH CULVERT METAL PIPE	1000	LINEAL FT	\$ 9.61	\$ 9,610.00		\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.41	\$ -	0	\$ -	
12-inch Sdr26 2241	0	LINEAL FT	\$ 14.15	s -	-	\$ -	
16-inch Sdr26 2241	1500	LINEAL FT	\$ 27.65	\$ 41,475.00	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 4.97	s -		\$ -	
15-INCH HDPE	500	LINEAL FT	\$ 6.89	\$ 3,445.00			
18-INCH HDPE	0	LINEAL FT	\$ 9.47	s -		\$ -	
12-INCH BAND	20	EACH	\$ 11.45	\$ 7.00		s -	
15-INCH BAND	20	EACH	\$ 14.42	\$ 288.40	0	s -	
18-INCH BAND	0	EACH	\$ 16.68	S -	0	s -	
4-INCH HDPE PIPE WITH SOCK	200	LINEAL FT	\$ 1.20	\$ 240.00	0	s -	
6-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 2.24	S -	0	\$ -	
12x12 GARDEN INLETS	35	EACH	\$ 75.00	\$ 2,625.00	0	\$ -	
BEEHIVE GRATE NEENAH R-4340-B	35	EACH	\$ 132.00	\$ 4,620.00	0	\$ -	
2 X 24 INLET	35	EACH	\$ 64.00	\$ 2,240.00			
2 X 30 INLET			\$ 68.00		0	s -	
2 X 36 INLET			\$ 77.00		0	s -	
2X36 CB OR INLET	0	EACH	\$ 86.50	\$ -	0	s -	
4-FOOT MANHOLE WITH BOTTOM	4	EACH	\$ 1,500.00	\$ 6,000.00	0	s -	
12-18 INCH FLARED END SECTIONSWITH ANIMAL GRATES	15	EACH	\$ 75.00	\$ 1,125.00	0	s -	
CONCRETE DRIVEWAY	375	SQ FT	\$4.33	\$ 1,623.75		s -	
TOTAL LENGTH (FT)=	25	54.1	•	1,023.73		\$ -	
			3 -			4	
WIDTH (FT)=	15					\$-	
AREA (SF)=	375					\$-	
CONCRETE SEALER	375		\$1.25	\$ 468.75		\$ -	
BITUMINOUS DRIVEWAYS TOTAL LENGTH (FT)=	1,217 730	SQ YD	\$ 51.00	\$ 62,067.00	0	\$ - \$ -	
WIDTH (FT)=	15					\$ -	
AREA (SY)=	1217					s -	
BITUMINOUS STREET CROSSING-SURFACE TOTAL LENGTH (FT)=	28 50	SQ YD	\$ 62.00	\$ 1,736.00	0	\$ - \$ -	
WIDTH (FT)=	5					\$ -	
AREA (SY)=	28					\$ -	
PAVER BRICK TOTAL LENGTH (FT)=	0	SQ FT	\$ 15.00	\$ -	0	s -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0		\$ -			\$ -	
TOP SOIL-MATERIAL TOTAL LENGTH (FT)=	818 4600	CUBIC YARD	\$ 16.00	\$ 13,088.00	0		
WIDTH (FT)=	15					\$ - \$ -	
AREA (CY)=	818					\$ -	
TOP SOIL-INSTALLED TOTAL LENGTH (FT)=	319 4600	CUBIC YARD	\$ 15.00	\$ 4,785.00	0	\$ - \$ -	
WIDTH (FT)=	15					\$ -	
AREA (CY)=	319					\$ -	
SOD-INSTALLED	7667 4600	SQUARE YARD	\$ 3.25	\$ 24,917.75	0		
TOTAL LENGTH (FT)= WIDTH (FT)=	15				0	\$ - \$ -	
AREA (SF)=	69000					\$ -	
STONE GRADE 8 TOTAL LENGTH (FT)=	1226.82 4000	TON	\$ 15.90	\$ 19,506.44	0	s - s -	
WIDTH (FT)=	2					\$ -	
AREA (SY)=	889					\$ -	
STONE GRADE CA-7	1380.69	TON	\$ 10.90	\$ 15,049.52	0	s -	
TOTAL LENGTH (FT)= WIDTH (FT)=	3000					\$ - \$ -	
AREA (SY)=	667				-	\$ -	
DUMBEEE	202	DED I CAP	0	e an roa r	-		
DUMP FEES TOTAL LENGTH (FT)=	383 4600	PER LOAD	\$ 54.00	\$ 20,682.00		\$ - \$ -	
WIDTH (FT)=	15		1			\$ -	
AREA (CY)=	3833					\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	7	PER LOAD	\$ 100.00	\$ 700.00	0	s -	
TOTAL LENGTH (FT)=	1000				0	\$ -	
WIDTH (FT)= AREA (CY)=	15 833				0	\$ - \$ -	
TRUCKING	403	HOURLY	\$ 80.99	\$ 32,638.97	n	s -	
TREE REMOVAL	1	LUMP SUM	\$ 4,500.00	\$ 4,500.00	0		
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ 10,000.00	\$ -			
SUB-TOTAL COST	,		20,000.00	\$ 277,253.58		s -	
						-	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 13,862.68	EACH	5% of Subtotal	\$ 13,862.68			
SUB-TOTAL COST				\$ 291,116.26			

JOB LOCATION		69th Stre	et Clare	endon Hills	Rd to Do	ead End	I			
DESCRIPTION	QUANTITY	UNIT	UNI	T PRICE	тот	AL COST	ACTUAL UNITS	_	FINAL COST	AWARDED VENDOR
								\$	•	
CONTRACT EXCAVATION-DITCH AREA	60.00	HOURLY	\$	450.00	\$	27,000.00		0 \$	-	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	1,000.00	LINEAL FOOT	\$	6.00	\$	6,000.00		0 \$		
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	3,000.00	LINEAL FOOT	\$	17.00	\$	51,000.00		0 \$	-	
CONTRACT STRUCTURE REMOVAL	5.00	EACH	\$	50.00	\$	250.00		0 \$	-	
4-6-INCH CORRUGATED PIPE	200.00	LINEAL FOOT	\$	10.00	\$	2,000.00		0 \$	-	
CONTRACT STRUCTURE INSTALL	30.00	EACH	\$	100.00	\$	3,000.00		0 \$	-	
INSTALL 12X12 INLET BOXES	20.00	EACH	\$	20.00	\$	400.00		0 \$	-	
FLARED END SECTIONS	35.00	EACH	\$	300.00	\$	10,500.00		0 \$	-	
LAYOUT	32.00	HOURLY	\$	90.00	\$	2,880.00		0 \$	-	
OUTSOURCE COST					\$	103,030.00		\$	-	
SUB TOTAL COST					\$	394,146.26		\$	-	
CONTINGENCY	1	LUMP SUM		10%	\$	39,414.63		\$	-	
TOTAL COST					\$	433,560.89		\$		
DIFFERENCE								\$	433,600.00	
TOTAL ESTIMATE-BUDGET							\$ 433,600.00	,		

JOB LOCATION		Ter	nnessee-72nd to Pla	infield Rd				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS		FINAL COST	AWARDED VENDOR
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 7.63	\$ -		\$	-	
15-INCH CULVERT METAL PIPE	500	LINEAL FT	\$ 9.61	\$ 4,805.00		\$	-	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.41	s -	0	\$	-	
12-inch Sdr26 2241	0	LINEAL FT	\$ 14.15	s -	-	\$	-	
16-inch Sdr26 2241	500	LINEAL FT	\$ 27.65	\$ 13,825.00	-	\$	-	
12-INCH HDPE	0	LINEAL FT	\$ 4.97	s -	0	\$	-	
15-INCH HDPE	200	LINEAL FT	\$ 6.89	\$ 1,378.00	0	\$	-	
18-INCH HDPE	0	LINEAL FT	\$ 9.47	s -		\$	-	
12-INCH BAND	0	EACH		\$ 7.00		\$	-	
15-INCH BAND	0	EACH	\$ 14.42	s -	0	\$	-	
18-INCH BAND	0	EACH	\$ 16.68	s -		\$	-	
4-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 1.20	\$ 120.00	0	\$	-	
6-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 2.24	s -	0	\$	-	
12x12 GARDEN INLETS	12	EACH	\$ 75.00	\$ 900.00	0	\$	-	
BEEHIVE GRATE NEENAH R-4340-B	10	EACH	\$ 132.00	\$ 1,320.00	0	\$	-	
2 X 24 INLET	10	EACH	\$ 64.00	\$ 640.00				
2 X 30 INLET			\$ 68.00			\$	-	
2 X 36 INLET			\$ 77.00		0	\$	-	
2X36 CB OR INLET	0	EACH	\$ 86.50	\$ -	0	\$	-	
4-FOOT MANHOLE WITH BOTTOM	2	EACH	\$ 1,500.00	\$ 3,000.00	0	\$	-	
12-18 INCH FLARED END SECTIONSWITH ANIMAL GRATES	10	EACH	\$ 75.00	\$ 750.00	0	\$		
CONCRETE DRIVEWAY	750	SQ FT	\$4.33	\$ 3,247.50		\$	-	
TOTAL LENGTH (FT)=	50		s -			s	_	
	15					\$-		
WIDTH (FT)=								
AREA (SF)=	750					\$-	-	
CONCRETE SEALER	750		\$1.25	\$ 937.50		\$	-	
BITUMINOUS DRIVEWAYS TOTAL LENGTH (FT)=	300 180	SQ YD	\$ 51.00	\$ 15,300.00	0	\$	-	
WIDTH (FT)=	15					\$	=	
AREA (SY)=	300					\$	-	
BITUMINOUS STREET CROSSING-SURFACE TOTAL LENGTH (FT)=	33 60	SQ YD	\$ 62.00	\$ 2,046.00	0	\$	-	
WIDTH (FT)=	5					\$	-	
AREA (SY)=	33					\$	-	
PAVER BRICK TOTAL LENGTH (FT)=	240 20	SQ FT	\$ 15.00	\$ 3,600.00	0	\$	-	
WIDTH (FT)=	12					\$	-	
AREA (SF)=	240		\$ -			\$	-	
TOP SOIL-MATERIAL TOTAL LENGTH (FT)=	356 2000	CUBIC YARD	\$ 16.00	\$ 5,696.00	0	\$		
WIDTH (FT)=	15					\$	-	
AREA (CY)=	356					\$	-	
TOP SOIL-INSTALLED TOTAL LENGTH (FT)=	139 2000	CUBIC YARD	\$ 15.00	\$ 2,085.00	0	\$	<u> </u>	
WIDTH (FT)=	15					\$	=	
AREA (CY)=	139					\$	-	
SOD-INSTALLED TOTAL LENGTH (FT)=	3333 2000	SQUARE YARD	\$ 3.25	\$ 10,832.25		\$	-	
WIDTH (FT)=	15					\$	-	
AREA (SF)=	30000	TOM				\$		
STONE GRADE 8 TOTAL LENGTH (FT)=	459.54 1500	TON	\$ 15.90	\$ 7,306.69	0	\$	<u> </u>	
WIDTH (FT)=	2					\$	-	
AREA (SY)=	333	moss				\$	•	
STONE GRADE CA-7 TOTAL LENGTH (FT)=	689.31 1500	TON	\$ 10.90	\$ 7,513.48	0	\$	<u> </u>	
WIDTH (FT)=	2					\$	-	
AREA (SY)=	333					\$	-	
DUMP FEES	167	PER LOAD	\$ 54.00	\$ 9,018.00	0	\$	-	
TOTAL LENGTH (FT)=	2000			.,	0	\$		
WIDTH (FT)= AREA (CY)=	15 1667				0	\$	<u> </u>	
.()								
DUMP FEES-SOD CONTAMINATED SPOILS	7	PER LOAD	\$ 100.00	\$ 700.00		\$	-	
TOTAL LENGTH (FT)= WIDTH (FT)=	1000 15					\$	<u> </u>	
AREA (CY)=	833					\$	-	
TRUCKING	175	HOURLY	\$ 80.99	\$ 14,173.25	0	\$	-	
TREE REMOVAL	1	LUMP SUM	\$ 4,500.00	\$ 4,500.00		_		
SIDEYARD EASEMENT WORK	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00				
SUB-TOTAL COST				\$ 123,700.67		\$		
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 6,185.03	EACH	5% of Subtotal	\$ 6,185.03				
SUB-TOTAL COST	, 0,103.03		, Duototai	\$ 129,885.70		T		
	İ	i	İ	w 127,00J./U	İ	1		I

JOB LOCATION		Te	nnessee-72nd to	Plain	field Rd	T	1		
DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	E	TOTAL COST	ACTUAL UNITS		FINAL COST	AWARDED VENDOR
							\$	-	
CONTRACT EXCAVATION-DITCH AREA	40.00	HOURLY	\$ 350	00 \$	14,000.00	0	\$	_	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	500.00	LINEAL FOOT	\$ 3	00 \$	1,500.00	0	\$	-	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	1,200.00	LINEAL FOOT	\$ 20	00 \$	24,000.00	0	\$	-	
CONTRACT STRUCTURE REMOVAL	5.00	EACH	\$ 50	00 \$	250.00	0	\$	-	
4-6-INCH CORRUGATED PIPE	100.00	LINEAL FOOT	\$ 10	00 \$	1,000.00	0	\$		
CONTRACT STRUCTURE INSTALL	15.00	EACH	\$ 300	00 \$	4,500.00	0	\$	-	
INSTALL 12X12 INLET BOXES	12.00	EACH	\$ 100	00 \$	1,200.00	0	\$	-	
FLARED END SECTIONS	6.00	EACH	\$ 20	00 \$	120.00	0	\$	-	
LAYOUT	24.00	HOURLY	\$ 90	00 \$	2,160.00	0	\$	-	
OUTSOURCE COST				\$	48,730.00		\$	-	
SUB TOTAL COST				S	178,615.70		\$	-	
CONTINGENCY	1	LUMP SUM	1	0% \$	17,861.57		\$	-	
TOTAL COST				\$	196,477.27		\$	-	
DIFFERENCE							\$	196,500.00	
TOTAL ESTIMATE-BUDGET						\$ 196,500.00			



RESOLUTION NO._____

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT F	OR
THE 2015 DITCH MAINTENANCE PROJECT BETWEEN THE CITY OF DARIE	EN
AND SCORPIO CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$291,715.	.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2015 Ditch Maintenance Projects, between the City of Darien and Scorpio Construction, for the labor to remove and install various drainage structures consisting of metal and plastic pipe, storm sewer inlets/catch basins and ditch grading, attached hereto as "**Exhibit A**".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 16th day of March, 2015.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 16th day of March, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



Contract

1.	THIS AGREEMENT, 1	nade and con	cluded the	day of	between the
	of	acti	ng by and thro	ugh its	known as the
party of the	mrst part, and	his/	their executors	, administrators, succe	ssors or assigns, know
as me band	of the second part.				
2.	Witnesseth: That fo	r and inconsid	leration of the	payments and agreeme	ente mantionad in the
Proposal he	reto attached, to be made an	d performed b	v the party of	he first part the party	of the second part
agrees with	said party of the first part as	his/their own	DEODET COST 88	d expense to do all the	work famich all
materials at	10 all labor necessary to com	plete the work	c in accordance	with the plans and on	ecifications
neremanter	described, and in full compli	ance with all	of the terms of	this agreement and the	requirements of the
Engineer ur	ider it.				
3.	And it is also understoo	d and samed i	hat the Motion	to Contract on Const.	10
	reto attached are essential do	coments of th	is contract and	are a part bereof	u Provisions and
4.	IN WITNESS WHERE	OF, the said p	arties have exe	cuted these presents o	n the date above
mentioned.					
Attest:		The		of	
		* 700		01	
al.	and a	Ву			
City	/ Clerk			Mayor	4
(Seal)					
				(If a Corporation)
		Corp	orate Name		
		Ву			
		~,	President	Party of the	Second Part
				(If a Co-Partners	rip)
Attest:					
Sam	retary				
Seci	ciary				
			Partners doing	Business under the firm	n name of
				Party of the Second Pa	urt
				(If an individual)	
			Man a	Party of the Second Pa	
				rany or me second Pa	at .

BIDDER INFORMATION SHEET

CONTACT NAME:	BRUNO RENDINA			_
ADDRESS:	103 OSWEGO PLAINS D	R.		
CITY, STATE, ZIP:	OSWEGO, IL. 60543			_
PHONE NUMBERS:				
OFFICE: 630-	54-0397	CELL: _	630-913-6060	
FAX NUMBER:	630-554-4661			B-M00,4
E-MAIL ADDRESS:	SCORPIOCONST@	YAHOO.COM		_
ALTERNATE CONT	'ACT NAME:			

Below are the proposed projects:

Base Bid 1- Drainage Project Chestnut & Alabama - Richmond Avenue to Alabama Avenue

The proposed Project Chestnut & Alabama – Richmond Avenue to Alabama Avenue is related to the deficient storm water ditch conveyance on Chestnut Lane and Alabama Avenue. The existing conditions within the existing right of way ditches do not allow the conveyance of storm water to flow downstream or to dedicated structures. The proposed project would include the remeval and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 6,000 lineal feet of ditch regrading. The project goal is to allow storm water to flow from the summits as determined to downstream basins or existing downstream ditches or creeks.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	2275	LINEAL FOOT	3	6925
STRUCTURE REMOVAL	15	EACH	50	750
PIPE CULVERT INSTALLATION	3900	LINEAL FOOT	20	78,000
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	250	LINEAL FOOT	10	2500
12 x 12 INLET BOXES	50	EACH	100	5000
FLARED END SECTION-METAL	100	EACH	/0	1000
STORM SEWER STRUCTURE INSTALL	50	EACH	300	15,000
LAYOUT-JOB CONSULTATION	.32	HOURLY	90	2880
DITCHING-GRADING COSTS				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	80	HOURLY	350	28,000
TOTAL COST PROJECT CHESTNUT & ALABAMA – RICHMOND AV TO ALABAMA AVE				139,955

Base Bid 1-Total Cost of Project Chestnut & Alabama - Richmond Av to Alabama Av in words:

ONE HUNDRED THIRTY NINE THOUSAND NINE HUNDRED FIFTY FINE

Base Bid 2-Drainage Project 69th Street - Clarendon Hills Rd to City Limits

The proposed Project 69th Street — Clarendon Hills Rd to City Limits - is related to the deficient storm water ditch conveyance on 69th Street. The existing conditions on 69th Street within the southern and northern right of way ditch do not allow for the conveyance of storm water to flow to High Road. During significant storm events structures have experienced flooding. The proposed project would include the removal and replacement of deteriorated culverts and storm sewer structures, and installation of inlets as required. The scope of work would also include the enclosure of ditches as necessary or existing, and approximately 2,100 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. Engineering plans are on file, no Layout payout item will be included for this project.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PIPE CULVERT REMOVAL	1000	LINEAL FOOT	6	6000
STRUCTURE REMOVAL	5	EACH	50	250
PIPE CULVERT INSTALLATION	3000	LINEAL FOOT	17	5/000
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	200	LINEAL FOOT	10	2000
12 x 12 INLET BOXES	30	EACH	100	3000
FLARED END SECTION-METAL	20	EACH	20	400
STORM SEWER STRUCTURE INSTALL	35	EACH	300	10,500
LAYOUT -JOB CONSULTATION	32	HOURLY	90	2880
DITCHING-GRADING COSTS			****	
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	60	HOURLY	450	27,000
TOTAL COST 69 TH ST – CLARENDON HILLS ROAD TO CITY LIMITS				103,030.

Base Bid 2-Total Cost of Project 69th Street - Clerendon Hills Rd to City Limits in words:

ONE HUNDRED	THREE THOUSAND	AND THIRT	<i>y</i>

Base Bid 3-Drainage Project - Tennessee Ave - 72nd Street to Plainfield Road

The proposed Project - Tennessee Ave -72^{nd} Street to Plainfield Road related to the deficient storm water ditch conveyance on Peony Place -72^{nd} Street to Plainfield Road. The existing conditions have a negative impact to residents on 72^{nd} . The storm water should flow towards Plainfield Rd and due to the deficient infrastructure in place water flows towards 72^{nd} Street and has a further negative impact to 71^{nd} Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 2,500 lineal feet of ditch regrading. The project goal is to allow storm water to flow at the optimal level.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	500	LINEAL FOOT	3	1500
STRUCTURE REMOVAL	5	EACH	50	250
PIPE CULVERT INSTALLATION	1200	LINEAL FOOT	20	24000
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	100	LINEAL FOOT	10	1000
12 x 12 INLET BOXES	12	BACH	100	1200
FLARED END SECTION-METAL	6	EACH	20	120
STORM SEWER STRUCTURE INSTALL	15	EACH	300	4500
LAYOUT-JOB CONSULTATION	24	HOURLY	90	2160
DITCHING-GRADING COSTS				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	40	HOURLY	350	14000
TOTAL COST PROJECT-PEONY PL - BROOKBANK RD TO HIGH RD				48,730

Base Bid 3- Total Cost of Project-Tennessee Ave - 72nd Street to Plainfield Road in words:

FOURTY	CIGHT THOUSAND	SEVEN	HUNDRED THICTU	
	-/			
 		<u> </u>		

	COST SUMMARY SCHEDULE	COST
Base Bid 1	Drainage Project Chestnut & Alabama – Richmond Avenue to Alabama Avenue	139,955
Base Bid 2	Drainage Project 69 th Street – Clarendon Hills Road to City Limit	103,030
Base Bid	Drainage Project – Tennessee Ave – 72 nd Street to Plainfield Road	48, 730
	Total Base Bid	291,715
Alternate 1	Drainage Project Peony Place – Brookbank Road to High Road	
Alternate 2	Drainage Project Western Avenue – City Limits to 67 ^{dr} Street	30,940
Alternate 3	Drainage Project Sunrise Avenue – Janet Avenue to Elm Street	
Alternate 4	Drainage Project 72 nd Street Richmond Avenue to Community Park	83,700
	Total Alternate Bid	205,090
	Total Project Cost	496, 805,00

Hourly Service Rate Sheet

DESCRIPTION	UNIT	COST
Lead Foreman	Hourly	126
Laborer	Hourly	115
Operator with Loader/Backhoe	Hourly	187
Operator with Grad All	Hourly	245
Placement of 6-12 inch stone (Rip-rap)	Square Yard	40

All Hourly Rates shall be guaranteed a four (4) minimum.



AGENDA MEMO City Council Meeting March 16, 2015

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement between the City of Darien and the Village of Woodridge for the purpose of sharing costs for design and construction engineering and the construction of the 83rd Street roadway improvements in an amount not to exceed \$115,000.00.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien has jointly succeeded with the Village of Woodridge in securing a Surface Transportation Program (STP) roadway resurfacing grant for 83rd Street. The Surface Transportation Program is funded through the Federal Highway Administration -Illinois Department of Transportation and awarded through the Dupage Mayors and Manager Conference. The funding for the project is allocated at a 70% level through the federal government and the remaining 30% (local share) is the municipalities' responsibility. The estimated total cost to each municipality is \$277,055.06 for Woodridge and \$113,163.34 for Darien, see <u>Attachment A</u>.

The Village of Woodridge will be acting as the lead agency on the project and will be the contracting party with the engineering consultant and IDOT. Attached is a copy of the Intergovernmental Agreement (IGA) with Darien for the 83rd Street Resurfacing Project, "Exhibit A".

The scope of the 83rd Street project is from Lemont Road to Janes. See <u>Attachment B</u>:

- Deficient Sidewalk Removal and Replacement
- Storm Sewer Rehabilitation
- Base Repair
- Milling and Resurfacing
- Pavement Markings
- Traffic Signal Detection

The projected mile stones are as follows: 2015-Phase 1 and 2 Engineering 2016-Construction

The FYE15 Budget includes funding for the engineering and design services for the City's fair share.

ACCOUNT	DESCRIPTION	FY 14/15	PROPOSED
NUMBER		BUDGET	EXPENDITURE
25-35-4855	Phase 1 and 2 Engineering 83 rd Street-City Share	\$10,000	\$10,150

The FYE16 Budget includes funding for the construction for the City's fair share.

ACCOUNT NUMBER	DESCRIPTION	FY 15/16 BUDGET	PROPOSED EXPENDITURE
25-35-4855	Construction 83 rd Street- City Share	\$113,000	\$103,000
25-35-4855	Construction 83 rd Street- Contingency		\$12,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at the January 26, 2015, committee meeting and approved this item. The Committee of the Whole approved funding for this program on March 3, 2015. The Village of Woodridge had approved the agreement on March 5, 2015.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be forwarded to City Council on March 16, 2015 for formal approval.



ATTACHMENT A

83rd Street (Lemont Road to Janes Avenue) Joint Project with Darien Estimate of Engineering and Construction Costs w. Splits

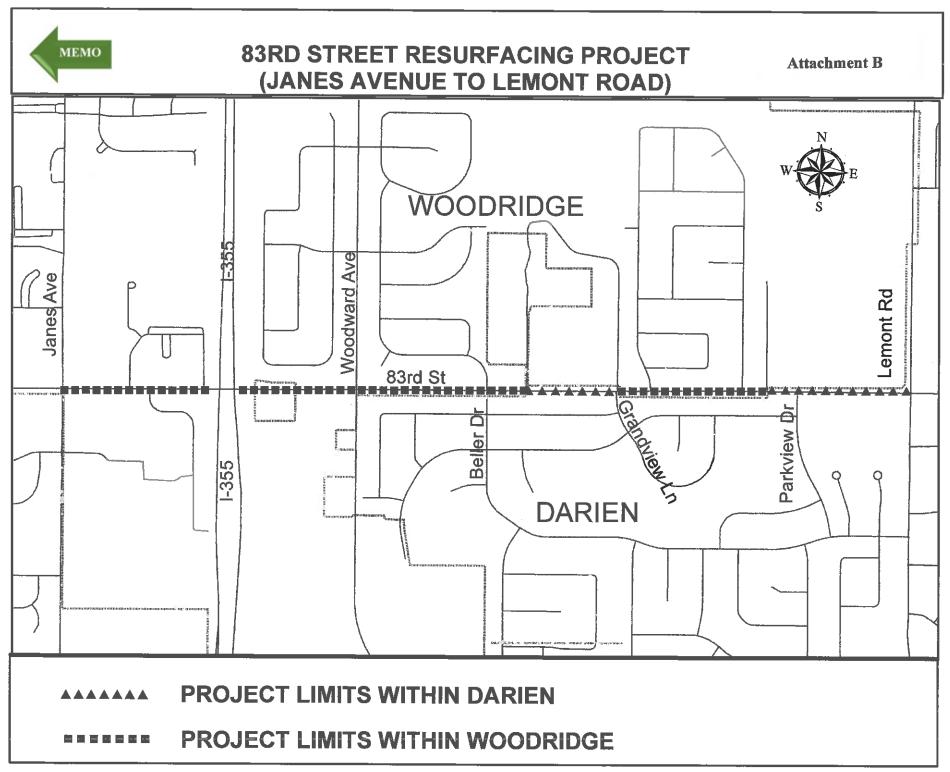
MUNICIPALITY SHARE		
Total Square Yards of Pavement	40,470	
Woodridge, Square Yards of Pavement	28,720	7 1%
Darien, Square Yards of Pavement	11,750	29%
STP FUNDING	\$	SPLIT
Total Estimate of Construction	\$ 1,222,334.00	
STP Grant Amount + FED. FUNDS	\$ 855,634.00	70%
Local Share of Construction - woodnobr	\$ 366,700.00	30%
ENGINEERING		
Design Engineering Estimate	\$ 35,000.00	
Construction Engineering Estimate	\$ 35,000.00	
Total Engineering Estimate	\$ 70,000.00	
MATERIALS TESTING AND INCIDENTALS		
Materials Testing	\$ 7,500.00	
Incidentals*	\$ 500.00	
COST BREAKDOWN	WOODRIDGE (71%)	DARIEN (29%)
Phase 1 and 2 Engineering (Design)	\$ 24,850.00	\$ 10,150.00 FYE 15
Phase 3 Engineering (Construction)	\$ 24,850.00	\$ 10,150.00 FYE/6
Materials Testing	\$ 5,325.00	\$ 2,175.00 🎝
Incidentals*	\$ 355.00	\$ 145.00
Local Share of Construction	\$ 260,357.00	\$ 106,343.00
TOTAL ESTIMATE	\$ 315,737.00	\$ 128,963.00
Developer Portion from Pulte Homes	\$ 38,681.94	\$ 15,799.66
NET ESTIMATE	\$ 277,055.06	\$ 113,163.34

Based on estimated project costs. Actual costs to be paid by the CITY and VILLAGE will be paid proportionally based on actual project costs.

The Pulte Homes contribution collected for the project will be deducted using the 71%/29% split for the construction phase of the project.

*Incidentals includes but is not limited to postage, printing services, etc.

Three to postage, printing services, etc. FYE - 15 - 10,150 FYE - 16 - 118,813 EVE - 16 - 118,813





A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE VILLAGE OF WOODRIDGE FOR THE PURPOSE OF SHARING COSTS FOR DESIGN AND CONSTRUCTION ENGINEERING AND THE CONSTRUCTION OF THE 83RD STREET ROADWAY IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$115,000.00

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Village of Woodridge concerning the sharing of costs for design and construction engineering and the construction of the 83rd Street roadway improvements in an amount to exceed \$115,000.00 a copy of which is attached hereto as "Exhibit A", and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement to share costs for design and construction engineering and the construction of the 83rd Street roadway improvements.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

and effect from and after its passage
E CITY OF DARIEN, DUPAGE
CITY OF DARIEN, DUPAGE
EN MOESLE WEAVER, MAYOR
<u></u>



INTERGOVERNMENTAL AGREEMENT

This Agreement, entered into this ______ day of _______, 2015, by and between the CITY OF DARIEN (hereinafter "City"), and the VILLAGE OF WOODRIDGE (hereinafter "Village"), the Village and the City each known individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties are authorized to contract with each other in any manner not prohibited by law or ordinance, to exercise, combine or transfer any power or function in any manner not prohibited by law, and to use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.); and

WHEREAS, the City and Village, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving 83rd Street from Janes Avenue to Lemont Road, as more specifically described herein (hereinafter "Project"); and

WHEREAS, the City and Village are desirous of said improvements in that the same will be of immediate benefit to the City and Village residents and permanent in nature; and

WHEREAS, the Parties desire to construct the improvements as soon as possible; and

WHEREAS, the City is willing to reimburse and/or share in the cost with the Village for a portion of the design engineering costs, construction engineering costs and the construction costs pursuant to the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Project Description. The Project will consist of resurfacing two separate segments of 83rd Street as illustrated on the map attached hereto as "Exhibit A" and by this reference made a part hereof. The limits of Segment #1 are Lemont Road to I355 Bridge. The limits of Segment #2 are I355 Bridge to Janes Avenue. The TIP ID for the project is 08-13-0006. The proposed improvements will generally include milling of approximately 40,470 square yards of the existing asphalt surface and replacing it with 0.75" of polymerized leveling binder and 2" of hot mix asphalt surface course. The Project shall also include the replacement of deteriorated curb and sidewalk, miscellaneous storm sewer structure adjustments and reconstructs, miscellaneous pavement patching, pavement markings, traffic signal detector loop installation, traffic control and all other incidental and collateral work necessary to complete the Project.

Section 3. Village Responsibilities. The Village agrees to act as the Lead Agency in obtaining Surface Transportation Program Funding and shall take all steps required to construct the Project and to obtain necessary construction services for the Project. In addition, the Village will: (a) prepare a Request for Proposals (RFP) for engineering services for design and construction engineering services, (b) award and enter into an agreement with a qualified and responsible firm for such services, and (c) oversee the work performed by the engineering firm.

Upon completion and final acceptance of the improvements, the Village will assume maintenance responsibility for those improved portions of the Project over which it has jurisdiction.

Section 4. City Responsibilities. Prior to the award of the above-referenced engineering agreement, the Village will submit the agreement to the City for its review and comment. The City shall return any comments to the Village within 14 days from the date of delivery. If no comments are received within that time frame the documents shall be deemed to have been approved. The Village will also submit plans and specifications to the City for review during the design process and the City shall return any comments to the Village within 14 days from the date of delivery. If no comments are received within that time frame the documents shall be deemed to have been approved. The Village shall give due consideration to any comments from the City regarding the engineering agreement and the plans and specifications; however, in the event of a difference of opinion regarding the form of such documents, the Village shall have the power of final approval.

Upon completion and final acceptance of the improvements, the City will assume maintenance responsibility for those improved portions of the Project over which it has jurisdiction.

Section 5. Costs and Reimbursement. The City agrees to reimburse the Village for the City's share of the actual costs of construction and engineering services and other required incidental costs for the Project, as described in the certain summary of estimated project costs attached hereto as "EXHIBIT B" and by this reference made a part hereof. If actual costs are greater or less than the estimate attached, such changes shall be assessed to each party utilizing the same percentage splits of 71% (Village) and 29% (City). The City agrees that payment of the City's share shall be made to the Village within forty-five (45) days after any such costs have been incurred and upon receipt of an invoice from the Village itemizing the costs incurred. Neither Party may assess the other Party for staff time costs.

Section 6. Local Agency Agreement. The Village agrees to enter into a Local Agency Agreement for Federal participation prior to the project letting.

Section 7. Joint Cooperation and Financial Participation. This Agreement provides for the joint cooperation and financial participation of the Parties to construct the Project improvements as described in the FY 2013-18 and FY 2014-19 Surface Transportation Program Funding Application Forms attached hereto as "EXHIBIT C" and by this reference made a part hereof. Any deviations by the Parties shall require the written consent of both Parties (which consent shall not be unreasonably withheld) and the approval of the Illinois Department of Transportation and the Federal Highway Administration, if necessary.

Section 8. Conflict Resolution. The Parties agree to follow the steps outlined in this section for any conflicts during the term of this Agreement. A mutual agreement shall first be attempted between the Village's Public Works Director and the City's Director of Municipal Services. If the parties are unable to come to an agreement, the Village's Village Administrator and the City's City Administrator shall meet and act in good faith to reach agreement.

Section 9. Indemnification. To the fullest extent permitted by law, the City hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the City, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the Village, its agents or employees, and the City shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the City shall, at its own expense, satisfy and discharge the same.

To the fullest extent permitted by law, the Village hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the Village, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its agents or employees, and the Village shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, it officials, agents and employees, in any such action, the Village shall, at its own expense, satisfy and discharge the same.

In the event of joint or concurrent negligence of the Village and the City, 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.

Any agreement with a third party (e.g., consulting engineer, contractor, or subcontractor) including indemnification provisions shall also include indemnification of the other Party. In addition, any agreement with a third party shall require said party to procure and maintain commercial general liability insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate which names the Village and City as additional insured.

Section 10. Insurance. Each Party shall maintain commercial general liability coverage against death, bodily injury and property damage in an amount of at least \$1,000,000 combined single limit, per occurrence and \$2,000,000 general aggregate.

Each Party hereby acknowledge that the other Party is a member of the

Intergovernmental Risk Management Agency, and that such membership shall be deemed to meet the insurance requirements of this Section.

Section 11. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement.

Section 12. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The Village at:

Village of Woodridge 5 Plaza Drive Woodridge, Illinois 60517 Attention: Village Administrator

B. The City at:

City of Darien 1702 Plainfield Road Darien, Illinois 60561 Attention: City Administrator

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 13. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 14. Integration. This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

Section 15. Assignment. Neither of the Parties may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 16. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 17. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact

made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 18. Termination. This Agreement can be terminated at any time by mutual consent of the Parties.

This Agreement and the covenants contained herein shall become null and void in the event that the Project is determined to be ineligible for Federal Funds or the contract covering the work contemplated herein is not awarded within three (3) years subsequent to the execution of this Agreement. The Village Administrator and City Administrator may mutually agree to a one (1) year extension of the agreement.

Section 19. Remedies. In the event of a material breach of this Agreement, the Parties agree that the Party claiming breach shall give prompt written notice of such alleged breach and the Party receiving such notice shall have thirty (30) days after receipt of such notice to correct such alleged breach, prior to seeking any remedy provided herein (provided, however, that said thirty (30) day period shall be extended if the defaulting Party has initiated the cure of said default and is diligently proceeding to cure the same).

In the event of a material breach of this Agreement by either Party, the other Party may pursue any remedy it may have at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement, or seek money damages. No action taken by either Party pursuant to the provisions of this Section 19, or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies, and all remedies set for in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein.

Section 20. Attorneys' Fees and Costs. In the event of any litigation that arises out of disputes between the Parties relating to this Agreement, the Parties agree that each Party, even the prevailing one, shall assume its own attorneys' fees and costs incurred due to the litigation.

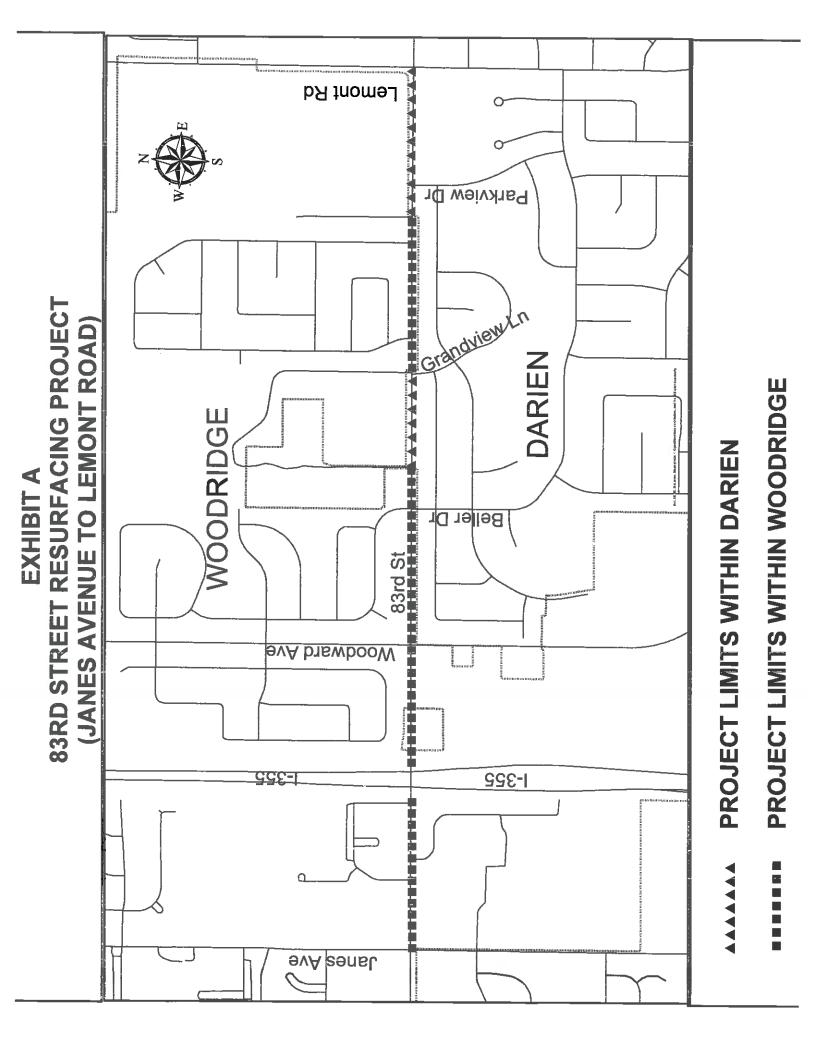
Section 21. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 22. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 23. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date and year first written above.

ATTEST:	CITY OF DARIEN
Joanne Ragona, City Clerk	Kathleen A. Weaver, Mayor
	VILLAGE OF WOODRIDGE
ATTEST: Élleene Nystrom Village Clerk	Gina Cunningham, Mayor



"EXHIBIT B"

83rd Street (Lemont Road to Janes Avenue) Joint Project with Darien Estimate of Engineering and Construction Costs w. Splits

MUNICIPALITY SHARE				
Total Square Yards of Pavement		40,470		
Woodridge, Square Yards of Pavement		28,720		71%
Darien, Square Yards of Pavement		11,750		29%
STP FUNDING		\$		CDLIT
Total Estimate of Construction	\$	•		SPLIT
STP Grant Amount		1,222,334.00		700/
Local Share of Construction	\$ \$	855,634.00		70%
Local Share of Construction	Þ	366,700.00		30%
ENGINEERING				
Design Engineering Estimate	\$	35,000.00		
Construction Engineering Estimate	\$	35,000.00		
Total Engineering Estimate	\$	70,000.00		
5 <u></u>	•	70,000.00		
MATERIALS TESTING AND INCIDENTALS				
Materials Testing	\$	7,500.00		
Incidentals*	\$	500.00		
COST BREAKDOWN		WOODDINGE (74%)		DADIEN (200/)
Phase 1 and 2 Engineering (Design)	œ	WOODRIDGE (71%)	æ	DARIEN (29%)
Phase 3 Engineering (Construction)	\$	24,850.00		10,150.00
Materials Testing	\$	24,850.00	•	10,150.00
Incidentals*	\$ \$	5,325.00	•	2,175.00
	\$	355.00	\$	145.00
Local Share of Construction	\$	260,357.00	\$	106,343.00
TOTAL ESTIMATE	\$	315,737.00	\$	128,963.00
Developer Portion from Pulte Homes	\$	38,681.94		15,799.66
NET ESTIMATE	\$	277,055.06	\$	113,163.34
-	•	, , , , , , , , , , , , , , , , , ,	Ψ.	110,100.07

Based on estimated project costs. Actual costs to be paid by the CITY and VILLAGE will be paid proportionally based on actual project costs.

The Pulte Homes contribution collected for the project will be deducted using the 71%/29% split for the construction phase of the project.

^{*}Incidentals includes but is not limited to postage, printing services, etc.

PART 3 FY 2014-19 SURFACE TRANSPORTATION PROGRAM FUNDING RE-SUBMITTAL OF CURRENTLY GUARANTEED PROJECT APPLICATION FORM

This format is for a previously guaranteed project that is seeking additional funding and/or a 2 year extension of

the guarantee only.
This request is for a: 🖂 Cost Increase and/or 🗌 Two year extension of the guarantee
of a:
A. General Identification
1. Project Sponsor
Village of Woodridge
2. Contact
a. Name / Title
Christopher Bethel
Director of Public Works
b. Phone
630-719-4767
c. E-mail address
cbethel@vil.woodridge.il.us
3. Project Description (as shown in the DMMC STP Project List)
Resurfacing of 83 rd Street which will include the milling of 2 ¾" of the existing asphalt surface of the roadway. The improvements will include replacing the surface with ¾" of Polymerized Leveling Binder and 2" of HMA Surface Course. Existing curb and gutter and sidewalk will also be replaced on an as needed basis along with new pavement markings and all other incidentals.
4. Project TIP Number
08-13-0006
5. Expiration date of current guarantee
September 30, 2018
 Current status of project, with dates (Phase 1 started/completed, Design Approval received, Phase 2 started/completed, right of way started/completed, plans at% completion, target letting date, etc.)
Phase 1 Engineering has not begun.
No right of way acquisition is required.
The target letting date is May 2015.
B. Funding
1. Guarantee

- - a. Original estimated construction cost and date of estimate

\$894,650.00 August 2012 b. Original amount of STP funds guaranteed

\$627,000.00

70%

c. Current amount of STP funds guaranteed (if different than b)

Same

d. Non-participating costs (for items that do not qualify for federal transportation funds)

None

- 2. Revised Request
 - New estimated total construction cost for project (do not include Phase 3 Engineering)

\$1,222,333.75

b. Non-participating costs

None

c. Federal funds requested

\$855,634.00

70%

- 3. Other Funds
 - Amount, year and TIP ID of other federal (HPP, CMAQ, ITEP, etc.) or state funds allocated to the project

None

 Amount, year and status of other federal or state funds applied for, but pending award notification

None

4. Describe any changes in application form data (pavement condition, accident experience, traffic volumes, etc.) since the project was guaranteed funding, that you would like to have considered in project rankings. If the project received a funding guarantee more than three years ago, you must include updated traffic counts and crash data at a minimum. Clearly label your responses with the question number from the Part 1 or Part 2 application that is being updated.

Previously guaranteed funding is to resurface 83rd Street from Lemont Road to the I355 bridge deck. Since that time, the Village has noted additional pavement deterioration just west of the 355 bridge deck. The Village would like to extend the limits of this resurfacing project to include from the 355 bridge deck to the new westerly limit of Janes Avenue (FAU 2588). We will mill the existing concrete pavement in this section and overlay with ¾" of Polymerized Leveling Binder and 2" of HMA Surface Course.

A location map depicting the previously guaranteed project limits along with the proposed extended limits of construction is attached.

- 2. Present Traffic
 - a. Indicate date and source of count data

Village of Woodridge Public Works Department

July 2013

b. For sections: two-way, average daily traffic (ADT)

Two Way ADT = 15,250

CMAP 2040 ADT Projections = 24,000

(See attached correspondence from CMAP)

3. Accident Experience

a. Historical accident summary (3 years) broken down by:

	2010	2011	2012
i. property damage	0	0	1
ii. personal injury	0	0	0
iii. fatality	0	0	0

(83rd Street between Janes Avenue and the I 355 bridge only)

	C.	Reason For Reques	t - Cost Increase	(complete all that apply)
--	----	-------------------	-------------------	---------------------------

The scope of work for the project changed. Provide detailed description of changes, including revised typicals, etc. and a new IDOT Review Verification Form. Describe reason for change (i.e. federal/state requirements changed, response to IDOT review comments, change in local priorities, etc.).

The Village would like to extend the limits of the currently guaranteed funded project. The original limits are to resurface 83rd Street from Lemont Road to the I355 bridge deck. The Village would like to extend the westerly limit of this project from the I355 bridge deck to Janes Avenue (FAU 2588). Extending the limits and performing all work under one contract will be more economically efficient when compared to performing work under two separate contracts in terms of engineering and construction costs. The revised cost estimate includes the increased cost of the additional limits of pavement resurfacing.

Estimate of Cost (Lemont Road to I355 Bridge) = \$894,650.00 Estimate of Cost (I 355 Bridge to Janes Avenue) = \$327,683.75

Total Estimate of Cost = \$1,222,333.75

Please see two attached estimates of cost

Please see attached IDOT Review Verification Form

	ш	officieseen increases in the cost of materials not covered by the Divinic buffer. Explain.
		Delay in implementation. Describe reason(s) for delay and how construction cost and schedule was affected.
		Other. Explain.
D.	Reason Fo	r Request – Extension of Guarantee (complete all that apply)
		The scope of work for the project changed. Provide detailed description of changes, including revised typicals, etc. and a new IDOT Review Verification Form. Describe reason for change (i.e. federal/state requirements changed, response to IDOT review comments, change in local priorities, etc.).
		Delay in <u>start</u> of implementation or a phase of implementation. Describe reason(s) for delay(s) and how the schedule was affected. Include original schedule and revised schedule.
		Unforeseen delay during implementation or a phase of implementation. Describe reason(s) for delay(s) and how the schedule was affected. Include original schedule and revised schedule.
	Other.	Explain.

Unforcement increases in the cost of materials and sourced by the DMMAC by the



AGENDA MEMO City Council Meeting March 16, 2015

ISSUE STATEMENT

Approval of a **resolution** authorizing the Mayor to execute an Intergovernmental Agreement between the City of Darien and the County of Dupage for the purpose of sharing costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien has jointly succeeded with the County of Dupage in securing two Surface Transportation Program (STP) grants. The Projects are referred to as follows:

- 1. Plainfield Road and Bailey Road Intersection Traffic Signalization Project
- 2. Plainfield Road Resurfacing Project—Cass Avenue to Manning Road

On January 6, 2014, the City Council approved a resolution approving an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase I engineering of the Plainfield Road and Bailey Road Intersection Signalization. The Phase I engineering is completed and was approved by the County of Dupage and the Illinois Department of Transportation. On December 19, 2014, the City was notified that an additional grant was awarded to the City for a resurfacing project on Plainfield Road—Cass Ave to Manning Road.

Since both projects interact with each other, the County and the City agreed that it would make sense to combine the engineering and construction under one project. The City is considered to be the lead agency for the preliminary and design engineering. The County will reimburse the City their fair share for engineering. A separate agenda memo will cover the engineering agreement for the additional engineering phases. The County shall be the lead agency for construction engineering and coordination of the construction letting with the Illinois Department of Transportation. The City will be responsible for reimbursing the County their fair share of costs for construction engineering and construction.

The scope of the project includes the following:

Construction of dedicated left turn lanes on Plainfield Road Selective curb and gutter removal and replacement New traffic signalization at Bailey Road and Plainfield Road Base repair

Resurfacing of Plainfield from Manning Road to Cass Avenue

*Removal and replacement of water main on Plainfield Road—Williams to Manning Road

*Installation of water main and a valve at Lester Lane

Plainfield Road Signalization & Resurfacing-Dupage County IGA February 23, 2015 Page 2

Storm sewer modifications adjacent to the City Hall Landscape restoration

*Items denote that the proposed line items will be listed as an option within the construction contract.

The proposed time line allows for the engineering and plans to be completed by late this year and to be on the 2016 IDOT letting with an award for construction in mid to late summer of 2017. The construction would be completed by December of 2017.

The total estimated engineering cost and construction is \$2,965,795, of which \$1,210,000 is funded by the grant. The County share is valued at \$985,223 and the City share is \$96,370 for the signalization at Plainfield and Bailey Road. The storm water related engineering work adjacent to the City Hall is \$4,132 and the remaining \$590,070 would be charged to the Water Fund.

Attached as <u>Attachment A</u> is an estimated cost for engineering, construction and fair share cost responsibility. The costs associated to the City will be budget items for FY15/16, with the exception of construction.

Attached is a copy of the Intergovernmental Agreement (IGA) with Dupage County for the Plainfield Road Project. See "Exhibit A".

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at the February 23, 2015, committee meeting and recommended approval of this item. The Committee of the Whole approved funding for this program on March 3, 2015.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be forwarded to City Council on March 16, 2015 for formal approval.



As of: 2/24/15

A3 01. 2/24/13								_		
	Intersection									
	Improvement									
	Bailey/Plainfield -	Plainfield Road	* See Note 2					FY15/16		
ITEM	STP	Resurfacing - LAFO	Federal Share	Federal Match	Non-Participating	County Share	City Share	City Funding Codes	City Cost Center	Reimbursable
Phase 1 Eng - Intersection Improvements/Signals	\$80,000)			\$80,000		\$80,000	25-35-4815 FYE15	\$80,000	
Phase 1 Eng - Resurfacing		\$3,254			\$3,254	\$3,254		25-35-4815 FYE16	\$3,254	\$3,254
Phase 2 Eng - Intersection Improvements/Signals	\$80,000)			\$80,000	\$80,000		25-35-4815 FYE16	\$80,000	\$80,000
Phase 2 Eng - Resurfacing		\$59,339			\$59,339	\$59,339		25-35-4815 FYE16	\$59,339	\$59,339
Phase 2 Eng - Water Main		\$50,070			\$50,070		\$50,070	12-51-4810 FYE16	\$50,070	\$0
Phase 2 Eng - City Hall Drainage		\$4,132			\$4,132		\$4,132	25-35-4815 FYE16	\$4,132	\$0
Construction - Intersection Improvements	\$701,000		\$403,218	\$297,782		\$297,782		N/A	\$0	\$0
Construction - Traffic Signals (includes interconnect)	\$385,000)	\$209,782	\$175,218		\$87,609	\$87,609	25-35-4815 FYE17	\$87,609	\$0
Construction - Resurfacing		\$853,000	\$597,000	\$256,000		\$256,000		N/A	\$0	\$0
Construction - Watermain Replacement		\$500,000			\$500,000		\$500,000	12-51-4815 FYE17	\$500,000	\$0
Construction Engineering-Intersection Improvements/Signals	\$130,000				\$130,000	\$121,239	\$8,761	25-35-4815 FYE17	\$8,761	\$0
Construction Engineering - Watermain		\$40,000			\$40,000		\$40,000	12-51-4815 FYE17	\$40,000	\$0
Construction Engineering -Resurfacing		\$80,000			\$80,000	\$80,000		N/A	\$0	\$0
	\$ 1,376,000,00	\$ 1.589.795.00	\$ 1.209.999.78	\$ 729,000,22	\$ 1.026.795.00	\$ 985.223.22	\$ 770.572.00	Totals	\$ 913.165.00	\$ 142,593,00

1,589,795.00 \$ 1,209,999.78 \$ 729,000.22 \$ 1,026,795.00 \$

MATH CHECK \$ 2,965,795.00 math check 2,965,795.00 \$ 1,026,795.00

\$ 1,376,000.00 \$

Note 1: Total Estimated Construction Cost=\$2,439,000.00

* Note 2: The STP amount (Federal Share Column) is set at \$1,210,000. The resurfacing amount was split 70/30 and the remainder was split evenly between the intersection improvements and traffic signals- 54.49%/45.51%

> 1,755,795.22 1,755,795.22 \$

985,223.22 \$ 770,572.00

rotais	\$ 913,165.00	\$ 142,593.00	\$ //0,5/2.00		
Account	Total	FYE 15	FYE16	FYE17	
25-35-4815	\$243,095		\$146,725	\$96,370	\$243,095
12-51-4810	\$590,070		\$50,070	\$540,000	\$590,070
Reimbursable	-\$142,593		-\$142,593		-\$142,593
Engineering Cost Per	March 16, 2015 Cou	ncil Agenda	\$196,795		
NET CITY COST	\$690,572		\$54,202	\$636,370	\$690,572
FYE15 Expense 25-					
35-4815	\$80,000	\$80,000			\$80,000
	\$770,572	\$80,000	\$54,202	\$636,370	\$770,572
			City Costs		

\$100,502 Traffic Signal Cost

\$590,070 Watermain \$690,572 Sub Total \$80,000 FYE 15 \$770,572 Total Cost

\$770,572.00



A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE COUNTY OF DUPAGE FOR THE PURPOSE OF SHARING COSTS FOR DESIGN AND CONSTRUCTION ENGINEERING AND CONSTRUCTION OF THE PLAINFIELD ROAD AND BAILEY ROAD INTERSECTION TRAFFIC SIGNALIZATION PROJECT AND THE PLAINFIELD RESURFACING PROJECT

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of Dupage concerning the sharing of costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project, a copy of which is attached hereto as "Exhibit A", and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement to share costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project.

RESOLUTION NO.	
The obligations of the City of Darien si	hall be limited to those specifically stated within
the terms of the Intergovernmental Agreement.	
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 COUNCI	L OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 16th day of March	, 2015.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR I	FOR THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 16th day of March,	, 2015.
	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND

THE CITY OF DARIEN

FOR INTERSECTION IMPROVEMENTS

COUNTY HIGHWAY 31/PLAINFIELD ROAD AT BAILEY ROAD

SECTION NO. 14-00275-05-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ______ day of ______, 2015, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and the CITY previously entered into a Letter of Intent (COUNTY Resolution DT-0003-14) for proposed improvements to the intersection of CH 31/Plainfield Road at Bailey Road, COUNTY's Section No. 14-00275-05-CH/CITY's Section No. 14-00032-00-CH (hereinafter referred to as "Intersection Improvement") based on the CITY securing federal Surface Transportation Program (STP) funding in the amount of \$613,000 for construction of the Intersection Improvement based on an estimated total construction cost of \$873,000.00; and

WHEREAS, the CITY has also recently secured STP funding in the amount of \$596,960.00 based on an estimated total construction cost of \$852,800.00 for resurfacing Plainfield Road from Manning Road to Cass Avenue (hereinafter referred to as "Resurfacing").

WHEREAS, the CITY, per the Letter of Intent, has completed preliminary engineering (Phase I) for the Intersection Improvement; and

WHEREAS, the parties now desire to combine the Intersection Improvement and the Resurfacing into a single project (hereinafter referred to as "PROJECT") and establish the parties' mutual project, cost and maintenance responsibilities with respect to the PROJECT; and

Darien IGA 14-00275-05-CH 2/23/15

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, the construction of dedicated left turn lanes on Plainfield Road, curb and gutter, and new traffic signalization at Bailey Road, resurfacing of Plainfield from Manning Road to Cass Avenue, landscape restoration and other appurtenant and necessary work. The CITY may request additional work for water main and/or drainage improvements (hereinafter referred to as "WORK") as a part of the scope of the PROJECT, and such WORK shall be incorporated as a part of the scope of the PROJECT.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT. The estimated breakdown of funding and Preliminary Construction Cost Estimate for the PROJECT is attached hereto as Exhibit A.
- 3.2. The COUNTY and CITY agree that WORK requested as a part of the PROJECT by the CITY will be added to the contract documents and said contract documents will be incorporated into this AGREEMENT by reference. The COUNTY and CITY agree that the contract documents for the PROJECT will be prepared in an effort to minimize the need to relocate CITY utilities. Should field conditions result in unexpected utility conflict(s), all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the CITY.
- 3.3. The COUNTY and the CITY acknowledge that no land acquisition is required for the PROJECT based on the current scope of work. If it is determined that land acquisition is required for the PROJECT, the parties shall establish land acquisition and cost responsibilities by amendment of this AGREEMENT.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY shall act as the lead agency for construction engineering and coordination with the Illinois Department of Transportation for letting and awarding a contract for the construction of the PROJECT.
- 4.2. Both the COUNTY and CITY agree that the COUNTY shall oversee the contract for the construction of the PROJECT. The COUNTY agrees to oversee the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the CITY regarding the progress of the PROJECT and any WORK and any problems encountered or changes recommended. No change order which affects the CITY's facilities, or CITY cost, except normal minor variations in quantities of pay items required to complete any WORK shall be authorized except with prior written or email approval by the CITY.

- 4.3. The COUNTY shall reimburse the CITY for 100% of the amendment required to the Intersection Improvement preliminary engineering report to include the section of Plainfield Road that will be resurfaced (estimated COUNTY cost \$3,254.00) and the COUNTY shall be an active participant in said amendment for the PROJECT as hereinafter referenced.
- 4.4. The COUNTY shall reimburse the CITY for 100% of the design engineering costs for the PROJECT (estimated COUNTY cost \$139,339.00) except for any WORK that the CITY may include as a part of the PROJECT and shall be an active participant in the design for the PROJECT as hereinafter referenced.
- 4.5. The COUNTY shall be responsible for 100% of the local match for construction of the PROJECT except the local match of the traffic signal at Plainfield Road and Bailey Road shall be shared 50% COUNTY/50% CITY, and also, except 100% of the cost of the construction of any WORK as referenced herein.
- 4.6. The COUNTY agrees to reimburse the CITY, within sixty (60) days of receipt of a properly documented invoice from the CITY, 80% of the estimated amendment cost for preliminary engineering and design engineering for the PROJECT as hereinabove referenced upon award of the design engineering contract by the CITY and the balance of actual costs upon completion of said engineering and written or email acceptance by the COUNTY within sixty (60) days of receipt of a properly documented invoice from the CITY.
- 4.7. The COUNTY shall provide and pay for all costs associated with the maintenance of the traffic signal at Plainfield Road and Bailey Road (hereinafter referred to as "SIGNAL") with energy to be provided by the CITY as hereinafter referenced. The COUNTY shall have the right to control and regulate the sequence and all other aspects of phasing and timing of the SIGNAL.
- 4.8. Upon completion of the PROJECT, the COUNTY shall continue to be responsible for the maintenance of all pavement markings on CH 31/Plainfield Road.

5.0 RESPONSIBILITIES OF THE CITY

- 5.1. The CITY shall act as the lead agency for preliminary and design engineering for the PROJECT and shall keep the COUNTY apprised and engaged as a partner in the proposed scope of the amendment for preliminary engineering as well as the scope of design engineering.
- 5.2. The CITY shall submit the plans and specifications for the PROJECT to the COUNTY for review. The COUNTY shall provide review comments and the CITY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the COUNTY.
- 5.3. The CITY shall agree to waive all local permit fees including storm water, if applicable for the PROJECT.
- 5.4. The CITY hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the CITY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The CITY shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. The COUNTY shall provide twenty four (24) hour notice when it will be entering CITY property and commence work. Upon completion of the PROJECT, the right-of-entry shall terminate.
- 5.5. The CITY shall, if necessary, make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing CITY rights of way which are in conflict with the PROJECT at no expense to the COUNTY.
- 5.6. The CITY agrees that upon completion of the PROJECT, the CITY shall assume all future energy costs for the SIGNAL and will be invoiced directly by the energy provider.
- 5.7. The CITY shall reimburse the COUNTY for 50% of the local match of the SIGNAL construction.

- 5.8. The CITY shall reimburse the COUNTY for the WORK construction costs at the actual cost incurred by the COUNTY plus the cost of any additional items required to complete the WORK via change order pursuant to the provisions of paragraph 4.2 hereinabove. This actual cost is the bid, or change order, unit price submitted by the COUNTY's contractor for the WORK items times the actual quantity of items installed plus the cost of any additional items required as a part of the WORK authorized in writing or via e-mail by the CITY.
- 5.9. The CITY shall reimburse the COUNTY an additional ten (10%) percent of the final construction cost of the WORK and CITY's share of SIGNAL costs for construction engineering.
- 5.10. The CITY agrees to pay the COUNTY eighty (80%) percent of the WORK construction costs including the construction engineering cost as referenced hereinabove and the CITY's share of the local match for the SIGNAL work upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK and the SIGNAL upon submittal of a properly documented invoice. Upon completion of the PROJECT and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the CITY agrees to reimburse the COUNTY for the balance of the WORK and the CITY's share of the SIGNAL costs within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 5.11. Upon completion of the PROJECT, the CITY shall maintain Bailey Road up to the through edge of pavement of Plainfield Road including pavement, drainage structures, pavement markings, etc.

6.0 MAINTENANCE

6.1. Upon completion of the PROJECT, the CITY agrees that it will be responsible for all maintenance of any WORK owned or under the jurisdiction of the CITY and the COUNTY shall be responsible for all maintenance of that part of the PROJECT owned or under the jurisdiction of the COUNTY and as the parties have agreed to hereinabove.

7.0 FUTURE MODERNIZATION/RECONSTRUCTION

7.1. If, in the future, it is determined that the SIGNAL requires modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 31/Plainfield Road which results in the need to modernize or reconstruct the SIGNAL, the parties hereby agree to share the cost of the improvement to the SIGNAL in proportion to the number of approaches to the intersection maintained by the respective parties. Said future modernization/reconstruction shall be the subject of a future agreement that will define the parties' project and financial responsibilities. The parties agree that should either party receive federal, state or other funding granted for the modernization/reconstruction of said SIGNAL that said party(s) will equitably allocate such grant funds so as to mutually benefit each party in proportion to the number of street approaches to the intersection maintained by the respective party.

8.0 INDEMNIFICATION

- 8.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 8.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend

or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 8.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 8.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 8.1, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's participation in its defense shall not remove CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 8.4 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 8.5 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any

insurance coverage herein provided. The CITY's and COUNTY's indemnification under Section 8.0 hereof shall terminate when the PROJECT is completed and the CITY assumes its maintenance responsibilities as set forth in Section 6.1 hereof.

9.0 GENERAL

- 9.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 9.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 9.3. In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Transportation/County Engineer of the COUNTY and the City Administrator of the CITY shall meet and resolve the issue.
- 9.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 9.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

10.0 ENTIRE AGREEMENT

10.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

11.0 NOTICES

11.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien 1702 Plainfield Road Darien, IL 60561

ATTN: Bryon D. Vana, City Administrator

Phone: 630.852.5000 Facsimile: 630.852.4709

County of DuPage

Division of Transportation

ATTN: Christopher C. Snyder, P.E.

Director of Transportation/County Engineer

421 N. County Farm Road

Wheaton, IL 60187

Phone: 630.407.6900

Facsimile: 630.407.6901

12.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

12.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

13.0 ASSIGNMENT

13.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14.0 GOVERNING LAW

- 14.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 14.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

15.0 SEVERABILITY

15.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

16.0 FORCE MAJEURE

16.1 Neither party shall be liable for any delay or nonperformance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF DARIEN

Daniel J. Cronin, Chairman Kathleen A. Weaver, Mayor

DuPage County Board

ATTEST:

Joanne E. Ragona

City Clerk

Paul Hinds County Clerk

As of: 1/28/2015

	Intersection						
	Improvement						
	Bailey/Plainfield -	Plainfield Road	* See Note 2				
ITEM	STP	Resurfacing - LAFO	Federal Share	Federal Match	Federal Match Non-Participating	County Share	City Share
Phase 1 Eng - Intersection Improvements/Signals	\$80,000				\$80,000		\$80.000
Phase 1 Eng - Resurfacing		\$3,254			\$3,254	\$3,254	
Phase 2 Eng - Intersection improvements/Signals	\$80,000				\$80,000	\$80,000	
Phase 2 Eng - Resurfacing		626'65\$			\$59,339	\$59,339	
Phase 2 Eng - Water Main		020'05\$:	\$50,070		\$50.070
Phase 2 Eng - City Hall Drainage		\$4,132			\$4,132		\$4,132
Construction - Intersection Improvements	\$701,000		\$403,218	\$297,782		\$297.782	
Construction - Traffic Signals (includes interconnect)	\$385,000		\$209,782	\$175,218		\$87,609	\$87 609
Construction - Resurfacing		\$853,000	\$597,000	\$256,000		\$256,000	7
Construction - Watermain Replacement		000'005\$			\$500,000		\$500,000
Construction Engineering-Intersection Improvements/Signals	\$130,000				\$130,000	\$121,239	\$8.761
Construction Engineering - Watermain		\$40,000			\$40,000		\$40,000
Construction Engineering -Resurfacing		000'08\$			\$80,000	\$80,000	

Note. 1: Total Estimated Construction Cost=\$2,439,000.00

MATH:CHECK \$ 2,965,795,00

* Note 2: The STP amount (Federal Share Column) is set at \$1,210,000. The resurfacing amount was split 70/30 and the remainder was split evenly between the intersection improvements and traffic signals- 54.49%/45.51%

math check \$ 2,965,795.00

EXHIBIT "A"
Page ____ Of _____

Preliminary Construction Cost Estimate City of Darien Plainfield/Balley Intersection Improvement November 17, 2014 Section No. 14-00032-00-CH

Section	1 No. 14-00032	-00-CH			
ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL ITEM PRICE	ITEM COST
TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	150	\$22,00	\$3,300.00	0.14%
EARTH EXCAVATION	CU YD	1100	\$35,00	\$38,500.00	1,58%
TOPSOIL FURNISH AND PLACE, 6"	SQ YD	2800	\$3,00	\$8,400.00	0.34%
NON-SPECIAL WASTE DISPOSAL	CUYD	1100	\$75.00	\$82,500.00	3.38%
NON-SPECIAL WASTE PLANS, REPORTS AND MONITORING	LSUM	1	\$10,000.00	\$10,000.00	0,41%
SODDING, SALT TOLERANT	SQ YD	2800	\$6.00	\$16,800.00	0.69%
SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	1660	\$7.00	\$11,620.00	0,48%
HOT-MIX ASPHALT DRIVEWAY PAVEMENT	SQ YD	180	\$35,00	\$6,300.00	0,26%
HOT-MIX ASPHALT BASE COURSE WIDENING, 8"	SQ YD	980	\$85.00	\$83,300.00	3.42%
POLYMERIZED LEVELING BINDER	TON	320	\$100.00	\$32,000.00	1.31%
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	640	\$85.00	\$54,400.00	2.23%
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2400	\$6.00	\$14,400.00	0,59%
HOT-MIX ASPHALT SURFACE REMOVAL	SQ YD	6370	\$3.00	\$19,110.00	0.78%
HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	240	\$13.00	\$3,120.00	0.13%
COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	2120	\$5.00	\$10,600.00	0.43%
SIDEWALK REMOVAL	sa FT	2280	\$5.00	\$11,400.00	0.47%
CLASS D PATCHES, 10 INCH	SQ YD	640	\$50.00	\$32,000.00	1.31%
STORM SEWERS, CLASS A, 12"	FOOT	40	\$70.00	\$2,800.00	0.11%
CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	6	\$3,500.00	\$21,000.00	0.86%
REMOVING CATCH BASINS	EACH	4	\$300,00	\$1,200.00	0,05%
COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	2100	\$20.00	\$42,000.00	1.72%
MOBILIZATION	L SUM	1	\$45,000.00	\$45,000.00	1.85%
THERMOPLASTIC PAVEMENT MARKING	L SUM	1	\$5,000.00	\$5,000,00	0.21%
STRUCTURES TO BE ADJUSTED	EACH	15	\$350.00	\$5,250.00	0.22%
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	Ł SUM	1	\$30,000.00	\$30,000.00	1.23%
CONSTRUCTION LAYOUT	L SUM	1	\$15,000,00	\$15,000.00	0.62%
SOIL EROSION AND SEDIMENT CONTROL	L SUM	1	\$6,000.00	\$6,000,00	0.25%
TRAFFIC SIGNAL INSTALLATION*	L SUM	_ 1	\$229,000.00	\$229,000.00	9.39%
INTERCONNECT INSTALLATION*	L SUM	1	\$156,000.00	\$156,000.00	6,40%
CONTINGENCY	L SUM	1	\$90,000.00	\$90,000.00	3,69%
WATER MAIN CONSTRUCTION	Ł SUM	1	\$500,000.00	\$500,000.00	20.50%
RESURFACING (INCLUDING MILLING)	L SUM	1	\$853,000.00	\$853,000.00	34.97%

* See separate cost breakdown for signal and interconnect costs

EXHIBIT "A"
Page 3 of 3

Preliminary Estimate of Constrution Cost = \$2,439,000.00



AGENDA MEMO City Council Meeting March 16, 2015

ISSUE STATEMENT

A resolution approving an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II Engineering for the Bailey Road Traffic Signalization in an amount not to exceed \$196,795.00.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien has jointly succeeded with the County of Dupage in securing two Surface Transportation Program (STP) grants. The Projects are referred to as follows:

- 1. Plainfield Road and Bailey Road Intersection Traffic Signalization Project
- 2. Plainfield Road Resurfacing Project—Cass Avenue to Manning Road

On January 6, 2014, the City Council approved a resolution approving an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase I Engineering of the Plainfield Road and Bailey Road Intersection Signalization. The Phase I engineering is completed and was approved by the County of Dupage and the Illinois Department of Transportation. On December 19, 2014, the City was notified that an additional grant was awarded to the City for a resurfacing project on Plainfield Road—Cass Avenue to Manning Road.

Since both projects interact with each other, the County and the City agreed that it would make sense to combine the engineering and construction under one project. The City is considered to be the lead agency for the preliminary and design engineering. The County will reimburse the City their fair share for engineering. A separate agenda memo will cover an Intergovernmental Agreement with the County of Dupage. The County shall be the lead agency for construction engineering and coordination of the construction letting with the Illinois Department of Transportation. The City will be responsible for reimbursing the County their fair share of costs for construction engineering and construction.

The scope of the project includes the following:

Construction of dedicated left turn lanes on Plainfield Road Selective curb and gutter removal and replacement New traffic signalization at Bailey Road and Plainfield Road Base Repair Resurfacing of Plainfield from Manning Road to Cass Avenue

*Removal and replacement of water main on Plainfield Road—Williams to Manning Road

*Installation of water main and a valve at Lester Lane

Storm sewer modifications adjacent to the City Hall

Plainfield Road and Bailey Road Phase I/II Engineering March 16, 2015 Page 2

Landscape restoration

*Items denote that the proposed line items will be listed as an option within the construction contract.

The proposed time line allows for the engineering and plans to be completed by late this year and to be on the 2016 IDOT letting with an award for construction in mid to late summer of 2016. The construction would be completed by December of 2016. The engineering agreement attached as **Exhibit A**, includes 15 various tasks and unit costs to assemble a final bid document and final plans.

The total estimated engineering cost is \$196,795 of which \$142,593 is reimbursable to the City from the County. The remaining engineering costs in the amount of \$54,202 is the City's cost. The County of Dupage has reviewed the proposal from Christopher B. Burke Engineering and is in agreement with the proposed tasks and costs.

Attached, as <u>Attachment A</u> is an estimated cost for engineering, construction and fair share cost responsibility. The costs associated to the City will be budget items for FY15/16, with the exception of construction.

The FYE16 Budget includes funding for the Phase I and II Engineering as described above.

		FY 15/16		
ACCOUNT		EXPENDITURE		CITY
NUMBER	DESCRIPTION	BUDGET	REIMBURSABLE	COST
	Phase I Engineering -			
25-35-4815	Resurfacing	\$3,254	\$3,254	\$0.00
	Phase II Engineering -			
	Intersection			
25-35-4815	Improvements/Signals	\$80,000	\$80,000	\$0.00
	Phase II Engineering -			
25-35-4815	Resurfacing	\$59,339	\$59,339	\$0.00
	Phase II Engineering			
	- Water Main			
12-51-4810		\$50,070	\$0.00	\$50,070
	Phase II Engineering -			
25-35-4815	City Hall Drainage	\$4,132	\$0.00	\$4,132
TOTALS		\$196,795	\$142,593	\$54,202

Plainfield Road and Bailey Road Phase I/II Engineering March 16, 2015 Page 3

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at the February 23, 2015, committee meeting and recommended approval of this item. The Committee of the Whole approved funding for this program on March 3, 2015.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be forwarded to City Council on March 16, 2015 for formal consideration.

PLAINFIELD AND BAILEY ROAD TRAFFIC SIGNALIZATION AND PLAINFIELD ROAD RESURFACING PROJECTS



As of: 2/24/15

	Intersection					_				
	Improvement									
	Bailey/Plainfield -	Plainfield Road	* See Note 2					FY15/16		
ITEM	STP	Resurfacing - LAFO	Federal Share	Federal Match	Non-Participating	County Share	City Share	City Funding Codes	City Cost Center	Reimbursable
Phase 1 Eng - Intersection Improvements/Signals	\$80,000				\$80,000		\$80,000	25-35-4815 FYE15	\$80,000	
Phase 1 Eng - Resurfacing		\$3,254			\$3,254	\$3,254		25-35-4815 FYE16	\$3,254	\$3,25
Phase 2 Eng - Intersection Improvements/Signals	\$80,000				\$80,000	\$80,000		25-35-4815 FYE16	\$80,000	\$80,00
Phase 2 Eng - Resurfacing		\$59,339			\$59,339	\$59,339		25-35-4815 FYE16	\$59,339	\$59,33
Phase 2 Eng - Water Main		\$50,070			\$50,070		\$50,070	12-51-4810 FYE16	\$50,070	\$
Phase 2 Eng - City Hall Drainage		\$4,132			\$4,132		\$4,132	25-35-4815 FYE16	\$4,132	\$
Construction - Intersection Improvements	\$701,000		\$403,218	\$297,782		\$297,782		N/A	\$0	\$
Construction - Traffic Signals (includes interconnect)	\$385,000		\$209,782	\$175,218		\$87,609	\$87,609	25-35-4815 FYE17	\$87,609	\$
Construction - Resurfacing		\$853,000	\$597,000	\$256,000		\$256,000		N/A	\$0	\$
Construction - Watermain Replacement		\$500,000			\$500,000		\$500,000	12-51-4815 FYE17	\$500,000	\$
Construction Engineering-Intersection Improvements/Signals	\$130,000				\$130,000	\$121,239	\$8,761	25-35-4815 FYE17	\$8,761	\$
Construction Engineering - Watermain		\$40,000	•		\$40,000		\$40,000	12-51-4815 FYE17	\$40,000	\$
Construction Engineering -Resurfacing		\$80,000			\$80,000	\$80,000		N/A	\$0	\$
	\$ 1,376,000.00	\$ 1,589,795.00	\$ 1,209,999.78	\$ 729,000.22	\$ 1,026,795.00	\$ 985,223.22	\$ 770,572.00	Totals	\$ 913,165.00	\$ 142,593.00

 MATH CHECK
 \$ 2,965,795.00
 math check
 \$ 2,965,795.00

 \$ 1,026,795.00
 \$ 1,026,795.00

Note 1: Total Estimated Construction Cost=\$2,439,000.00

* Note 2: The STP amount (Federal Share Column) is set at \$1,210,000. The resurfacing amount was split 70/30 and the remainder was split evenly between the intersection improvements and traffic signals- 54.49%/45.51%

\$ 1,755,795.22 \$ 1,755,795.22

,,,	ΨŪ	ΨŪ			
Totals	\$ 913,165.00	\$ 142,593.00	\$ 770,572.00		
Account	Total	FYE 15	FYE16	FYE17	
25-35-4815	\$243,095		\$146,725	\$96,370	\$243,095
12-51-4810	\$590,070		\$50,070	\$540,000	\$590,070
Reimbursable	-\$142,593		-\$142,593		-\$142,593
Engineering Cost Per	March 16, 2015 Cou	ncil Agenda	\$196,795		
NET CITY COST	\$690,572		\$54,202	\$636,370	\$690,572
FYE15 Expense 25-					
35-4815	\$80,000	\$80,000			\$80,000
•	\$770,572	\$80,000	\$54,202	\$636,370	\$770,572
			City Costs		

\$100,502 Traffic Signal Cost

\$590,070 Watermain \$690,572 Sub Total \$80,000 FYE 15 \$770,572 Total Cost \$770,572.00



RESOLUTION NO.____

APPROVED AS TO FORM:

CITY ATTORNEY

A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PHASE I/PHASE II ENGINEERING FOR THE PLAINFIELD ROAD RESURFACING AND PHASE II ENGINEERING FOR THE BAILEY ROAD TRAFFIC SIGNALIZATION IN AN AMOUNT NOT TO EXCEED \$196,795.00

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 does hereby approve an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II Engineering for the Bailey Road Traffic Signalization in an amount not to exceed \$196,795.00, 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 16th day of March, 2015.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of March, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 14, 2015 REVISED February 2, 2015

City of Darien 1702 Plainfield Road Darien, IL 60561

Attention:

Mr. Dan Gombac, Director of Public Works

Subject:

Plainfield Road Resurfacing (Manning Road to Cass Avenue) and

Plainfield Road at Bailey Road Intersection Improvements

Proposal for Phase I/Phase II Engineering Services

Dear Mr. Gombac:

Thank-you for requesting this proposal to provide engineering and permitting for the resurfacing of Plainfield Road and intersection improvements at Plainfield Road and Bailey Road. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

Christopher B. Burke Engineering, Ltd. (CBBEL) understands that DuPage County and the City of Darien would like to resurface Plainfield Road from Manning Road to Cass Avenue and construct left turn lanes and new traffic signals at the intersection of Plainfield Road with Bailey Road. We are currently completing Phase I Engineering for the intersection improvements and expect to receive IDOT's Design Approval by December of 2014. Since both projects will utilize federal funds, all engineering shall be in accordance with IDOT/FHWA requirements. This proposal is for Phase I/Phase II engineering for the resurfacing and Phase II engineering for the intersection improvements. Per discussions with the County and City, the engineering schedule should target a fall 2015 letting to allow for a spring 2016 construction start.

We understand the resurfacing improvements to generally consist of:

- Bituminous pavement resurfacing
- Sidewalk removal and replacement and ADA improvements at intersections
- New pedestrian signals at Manning Road
- Curb and gutter removal and replacement
- Watermain removal and replacement (from Manning to Williams)

Drainage improvements at City Hall/Police Station

The length of the resurfacing improvements is 3,500 feet excluding the intersection improvements. Approximately 300' west of Manning Road to 300' west of Cass Avenue.

We understand the intersection improvements to generally consist of the following:

- Widening and resurfacing pavement
- New curb and gutter
- New traffic signals and interconnects
- Intersection improvements including eastbound and west bound left turn lanes
- ADA sidewalk improvements

The length of the proposed intersection improvement is approximately 1,100 feet.

SCOPE OF SERVICES

<u>Task 1 – Data Collection/Kick-Off Meeting</u>: CBBEL will attend a project kickoff meeting with the City, County and IDOT to discuss the project objectives and to refine the project scope as necessary. CBBEL will collect, examine, review and evaluate data to be utilized for the project. This data will include at least the following base information:

- Existing Private Utility Information
- City Utility Atlases
- Existing Plans
- Existing Right-of-Way information (Plats)
- Survey Benchmarks
- All other necessary information

Upon authorization to proceed, CBBEL will send a location map to all known private utility companies within the project area requesting their atlases or plans of their facilities within the project limits. CBBEL will add this information to the existing conditions plan and send it back to the utility companies for verification.

<u>Task 2 – Phase I Amendment</u>: CBBEL will amend the previously submitted Phase I Report for the intersection improvements to include the resurfacing improvements. The BLR 19100 form will need to be revised with a new description, location map, additional typical sections, additional ADA sidewalk plans, watermain replacement and a new cost estimate to reflect the additional improvements.

<u>Task 3 – Field Reconnaissance:</u> CBBEL will walk the project limits with County and City staff to determine the extent and limits of sidewalk and curb and gutter removal and replacement. The field visit will also determine the areas that will be surveyed in Task 4.

<u>Task 4 – Supplemental Topographic Survey for ADA Corners and Pedestrian Signals at Manning Road:</u> CBBEL will supplement the survey previously completed with new topographic survey required to design ADA compliant sidewalk ramps at Manning Road and Cass Avenue and minor side streets. CBBEL will also survey the signal equipment at Manning Road for the pedestrian signal modernization plans.

<u>Task 5 – Supplemental Topographic Survey for City Hall During Improvements and Watermain Replacements:</u> CBBEL will survey the police department and City Hall driveways to determine if improvements to these will help reduce flooding. CBBEL will also complete a survey of the watermain replacement limits between Manning Road and Williams Street.

<u>Task 6 – Geotechnical Investigation</u>: CBBEL will hire Testing Service Corporation, Inc. to take soil borings, pavement cores and prepare a geotechnical report including recommendations for subgrade preparation and remediation. TSC will also complete the required environmental testing to determine if the excavated soil will meet IEPA CCDD requirements.

<u>Task 7 – Utility Coordination:</u> CBBEL will send the plans to all known utility companies for their review. Based on the information received from the utility companies CBBEL will mark the locations of their facilities on the plans. CBBEL will meet with the utility companies to discuss potential conflicts, relocations and the project schedule.

<u>Task 8 – Drainage Investigation and Design at City Hall:</u> CBBEL will investigate existing drainage issues at the City Hall/Police Station and design improvements to help alleviate the issues. Improvements included in this contract will be limited to work within the right-of-way.

<u>Task 9 – 25% Submittal:</u> CBBEL will prepare and submit typical sections, plan sheets, cross-sections and a cost estimate to the County and City to review prior to beginning the preliminary contract documents, as well as confirm type, size and location of proposed retaining wall.

<u>Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal):</u>
CBBEL will prepare preliminary contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with IDOT, County and City design criteria. The preliminary plans are anticipated to include the following sheets:

No. of

Sheets Sheet Title

- 1 Cover Sheet
- 1 General Notes
 - Including City standard notes and additional major notes to clarify project's intent and define incidental items
- 1 Alignment, Ties and Benchmarks sheet
- 1 Typical cross sections that are
 - Complete and comprehensive
 - Extending from ROW to ROW

- Clearly describe improvement
- Pavement Design
- 1 Summary of Quantities (broken out by fund type) and Earthwork Schedule
- 4 Maintenance of Traffic Plans/Typical Sections
- 2 Existing Conditions and Removal Plans showing
 - Existing topography, drainage structures and sewers and other utilities
 - Items to be removed or adjusted
 - Existing property lines and street addresses
- 2 Roadway Plan and Profile sheets (1"=20' scale) showing above and
 - Proposed horizontal and vertical alignment
 - Proposed edge of pavement, curb and gutter, driveways, and sidewalks
 - ROW dimensioned to proposed center line
- 2 Utility Plan and Profile Sheets (1"=20' scale)
 - Any proposed drainage and utility structures and pipe in plan and profile
 - Existing utilities to remain in place
- 6 Watermain Replacement, Profiles and Details (See Task 11 for Scope and Fee)
- 2 Watermain Custom Valve Vault Details (See Task 11 for Scope and Fee)
- 2 Resurfacing Plans (1"=50' scale)
- 1 Intersection Detail Plans
- 2 Traffic Signal Interconnect Plans (See Task 12 for Scope and Fee)
- 5 Traffic Signal Plans (See Task 12 for Scope and Fee)
- 3 Pedestrian Signal Plans (See Task 13 for Scope and Fee)
- 1 Retaining Wall Plans
- 3 Erosion Control Plans and Details
- 3 Construction Details (including ADA details)
- 8 Cross Sections
 - Sufficient in number to approximate cuts and fills (50' intervals plus driveways)
 - Through driveways to determine proposed slopes
 - Sufficient in number to delineate drainage patterns

48 Total

CBBEL will use IDOT standard pay items or County/City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to IDOT, the County and City for review. Plans will also be sent to the Utility companies for review and coordination.

CBBEL will also make any required submittals to IEPA to meet NPDES requirements. A set of preliminary plans will be submitted to utility companies for verification of facilities.

<u>Task 11 – Watermain Replacement Design</u>: CBBEL will design the replacement of the existing watermain between Manning Road and Williams Street with all new 12" ductile iron watermain. Additional work may include new valve and connections at Lester Lane and Pine Parkway. CBBEL will submit and obtain the required IEPA permit for the watermain replacement.

- <u>Task 12 Traffic Signal Design Plainfield Road and Bailey Road</u>: This task will consist of preparing traffic signal plans and specifications for the proposed traffic signal installation. The plans will be developed based on current DUDOT design criteria. The design will include a traffic signal interconnect plan from Manning Road/Lakeview Drive to Cass Avenue.
 - <u>Task 12.1 Base Sheet Revisions</u>: We will develop the base sheets for the traffic signal installation plans at a scale of 1"=20' and 1"=50' for the traffic signal interconnect plans from the intersection improvement plans CBBEL will prepare for the overall project.
 - <u>Task 12.2 Traffic Signal Installation Plans</u>: We will prepare the traffic signal installation and interconnect plans using the base sheet map information from Task 1.1. The traffic signal installation plans will be developed based on DCDOPT standards current at the time said plans are prepared. The traffic signal installation plans will include the following:
 - a. Traffic Signal Installation Plan
 - b. Cable Plan
 - c. Traffic Signal Phasing Diagram
 - d. Loop Detector Detail and General Notes
 - e. Traffic Signal Interconnect Plan
 - f. Emergency Vehicle Priority System Plan
 - g. Technical special provisions employing DuDOT special provisions to the extent they apply will be assembled.
 - <u>Task 12.3 Opinion of Cost</u>: An engineer's opinion of probable construction cost will be prepared based on the final traffic signal modification plans.
 - <u>Task 12.4 Coordination with DuDOT</u>: We will meet with representatives from DuDOT to clarify final design criteria and to review design comments. We will attend up to two meetings for this task.
- <u>Task 13 Pedestrian Signal Modernization at Manning Road:</u> Upon completion of Task 1, we will proceed with the development of traffic signal modification plans for the project.
 - <u>Task 13.1 Base Sheet Preparation:</u> We will prepare base sheets at a scale of 1" = 20' for the traffic signal modification plans using the data collected in Task 1.
 - <u>Task 13.2 Traffic Signal Modification Plans:</u> We will prepare the traffic signal modification plans using the base sheet information from Task 2.1. The traffic signal modification plans will be developed based on DuDOT standards current at the time said plans are prepared. The traffic signal modification plans will include the following:
 - a. Preliminary, Pre-final and Final Traffic Signal Modification Plans
 - b. Cable Plan
 - c. Phase Designation Diagram
 - d. Summary of Quantities
 - e. Pavement Marking Details

f. Technical specifications employing DuDOT special provisions, to the extent they apply, will be assembled.

<u>Task 13.3 – Estimate of Cost:</u> An engineer's opinion of probable construction cost will be prepared for the project based on the final plans.

<u>Task 13.4 – Coordination with Local Agencies:</u> We will meet with City staff to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.

Task 14 – DuPage County Permit: The intersection improvements will require a DuPage County Stormwater Permit as it will include more than 5,000 square feet of hydrologically disturbed area. It is our understanding that the intersection improvements will include more than 2,500 square feet but less than 25,000 square feet of new impervious area. Post construction Best Management Practices (PCBMPs) or fee in-lieu of payment will likely be required as part of the proposed stormwater management system for the project. There are no wetlands or floodplain present on the site and stormwater detention will not be required. CBBEL will prepare a tabbed stormwater submittal in accordance with the DuPage County requirements. The stormwater submittal will be made to the City of Darien as they are a partial waiver community and will issue the stormwater permit. If necessary, a stormwater submittal will also be made to DuPage County. Stormwater permit will be secured regardless of the number of submittals required.

Task 15 – Pre-Final Contract Documents and Cost Estimate (90% Submittal): Upon meeting with IDOT, the County and the City staff to review their comments on the preliminary submittal, CBBEL will revise the contract documents, cost estimate and estimate of time. During this task the exact letting date will be determined and an estimated construction schedule will be provided. Pre-final plans will then be submitted to IDOT, the County and City for a review.

Task 16 – Final and Bidding Documents and Final Cost Estimate (100% Submittal): CBBEL will make the final revisions to the pre-final submittal based on the IDOT, County and the City's review comments. The requested number of copies of plans and specifications will be submitted to IDOT. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the County and City in electronic format. CBBEL will make application and obtain all required permits.

Exclusions: Items that are specifically not included in this scope are plats and legals, right-of-way acquisition, roadway lighting, USACE permitting, PSI Environmental Soil Testing and major structures.

ESTIMATE OF FEE

Task 4 – Supplemental Topographic Survey for ADA Corners and Pedestrian Signals at Manning Road Task 5 – Supplemental Survey for City Hall Drainage Improvement and WM Replacement Task 6 – Geotechnical Investigation Task 7 – Utility Coordination Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Task 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	
Task 3 – Field Reconnaissance Task 4 – Supplemental Topographic Survey for ADA Corners and Pedestrian Signals at Manning Road Task 5 – Supplemental Survey for City Hall Drainage Improvement and WM Replacement Task 6 – Geotechnical Investigation Task 7 – Utility Coordination Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Task 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Sask 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal)	1,596
Task 4 – Supplemental Topographic Survey for ADA Corners and Pedestrian Signals at Manning Road Task 5 – Supplemental Survey for City Hall Drainage Improvement and WM Replacement Task 6 – Geotechnical Investigation Task 7 – Utility Coordination Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Task 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	3,254
Signals at Manning Road Task 5 – Supplemental Survey for City Hall Drainage Improvement and WM Replacement Task 6 – Geotechnical Investigation Task 7 – Utility Coordination Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Task 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	5,220
Task 5 – Supplemental Survey for City Hall Drainage Improvement and WM Replacement Task 6 – Geotechnical Investigation \$1 Task 7 – Utility Coordination \$1 Task 8 – Drainage Investigation and Design at City Hall \$1 Task 9 – 25% Submittal \$1 Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) \$1 Task 11 - Watermain Replacement Design \$1 Task 12 – Traffic Signal Design – Plainfield Road & Baily Road \$1 Task 13 – Pedestrian Signal Modernization at Manning Road \$1 Task 14 – DuPage County Permit \$1 Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$1	9,798
and WM Replacement Task 6 – Geotechnical Investigation \$1 Task 7 – Utility Coordination \$1 Task 8 – Drainage Investigation and Design at City Hall \$1 Task 9 – 25% Submittal \$1 Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) \$1 Task 11 - Watermain Replacement Design \$1 Task 12 – Traffic Signal Design – Plainfield Road & Baily Road \$1 Task 13 – Pedestrian Signal Modernization at Manning Road \$1 Task 14 – DuPage County Permit \$1 Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$1	
Task 6 – Geotechnical Investigation Task 7 – Utility Coordination Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Task 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	19,290
Task 7 – Utility Coordination\$Task 8 – Drainage Investigation and Design at City Hall\$Task 9 – 25% Submittal\$Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal)\$Task 11 - Watermain Replacement Design\$Task 12 – Traffic Signal Design – Plainfield Road & Baily Road\$Task 13 – Pedestrian Signal Modernization at Manning Road\$Task 14 – DuPage County Permit\$Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal)\$	
Task 8 – Drainage Investigation and Design at City Hall Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Start 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	16,486
Task 9 – 25% Submittal Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal) Start 11 - Watermain Replacement Design Task 12 – Traffic Signal Design – Plainfield Road & Baily Road Task 13 – Pedestrian Signal Modernization at Manning Road Task 14 – DuPage County Permit Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	4,125
Task 10 – Preliminary Contract Documents and Cost Estimate (60% Submittal)\$ 3Task 11 - Watermain Replacement Design\$ 3Task 12 – Traffic Signal Design – Plainfield Road & Baily Road\$ 1Task 13 – Pedestrian Signal Modernization at Manning Road\$ 1Task 14 – DuPage County Permit\$ 1Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal)\$ 1	4,132
Task 11 - Watermain Replacement Design\$ 3Task 12 - Traffic Signal Design - Plainfield Road & Baily Road\$ 1Task 13 - Pedestrian Signal Modernization at Manning Road\$ 1Task 14 - DuPage County Permit\$ 1Task 14 - Pre-Final Contract Documents and Cost Estimate (75% Submittal)\$ 1	7,744
Task 12 – Traffic Signal Design – Plainfield Road & Baily Road \$ 1 Task 13 – Pedestrian Signal Modernization at Manning Road \$ 1 Task 14 – DuPage County Permit \$ 1 Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	37,162
Task 13 – Pedestrian Signal Modernization at Manning Road\$Task 14 – DuPage County Permit\$Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal)\$ 1	30,780
Task 14 – DuPage County Permit \$ Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	17,552
Task 14 – Pre-Final Contract Documents and Cost Estimate (75% Submittal) \$ 1	9,550
	7,550
	15,700
Task 15 – Final and Bidding Documents and Final Cost Estimate (100% Submittal) \$	6,056
Direct Costs \$	800
Total Estimated Fee \$19	96,795

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.
Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.
Sincerely,
Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE President
Encl. Schedule of Charges General Terms and Conditions
THIS PROPOSAL AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE CITY OF DARIEN
BY:
TITLE:
DATE:
JGS N:\PROPOSALS\ADMIN\2015\Darien Planfield Rd 010915-REV 020215.doc

Work Hours Christopher B. Burke Engineering, Ltd.

City of Darien Plainfiled Road - Phase II Fee

Manhau	Breakdown
mailliour	preakdown

TASK 1 - Data Collection/Kick-Off Meeting 2 - Phase 1 Amendment 3 - Field Reconnaissance 4 - Supplemental Topographic Survey for ADA Corners 5 - Supplemental Survey for City Hall Drainage Improvement and WM Replacement 6 - Geotechnical Investigation 7 - Utility Coordination 8 - Drainage Investigation and Design at City Hall 9 - 25% Submittal 10 - Preliminary Contract Documents and Cost Estimate (60%) 11 - Watermain Replacement Design 12 - Traffic Signal Design - Plainfield Road at Bailey Road 13 - Pedestrian Signal Modernization at Manning Road 14 - Du Page County Permit 15 - Pre-Final Contract Documents and cost Estimate (90% Submittal) 16 - Final and Bidding Documents and Cost Estimate (100% Submittal)	Engineer VI 4 2 4 1 4 8 8 8 8 4 2 4 2 4	Engineer or Survey IV 2 4 16 4 6 2 8 12 12 32 40 24 16 16 16 8	8 16 12 8 66 80 48 24 32 32 18	Engineer	CAD II 2 8 10 16 8 12 32 120 60 48 30 4 48 16	Administrative 2 2 2 2 2 2 1	By Others TSC \$ 16,200.00	\$7,936.00 \$16,368.00	Hours 10 24 36 14 22 2 31 28 56 294 240 128 70 56 122 45	TOTAL \$ \$ 1,596.00 \$ 3,254.00 \$ 5,220.00 \$ 9,798.00 \$ 19,290.00 \$ 16,486.00 \$ 4,125.00 \$ 4,132.00 \$ 7,744.00 \$ 37,162.00 \$ 30,780.00 \$ 17,552.00 \$ 9,550.00 \$ 15,700.00 \$ 6,056.00
Total Hours per Classification Hourly Rate Direct Costs Total	55 \$217.00	214 \$143.00	344 \$129.00	128 \$102.00	414 \$129.00	23 \$92.00	\$ 16,200.00	\$ 24,304.00 \$248.00	1178	\$ 195,995.00 \$ 800.00 \$ 196,795.00

January 9, 2015

Mr. Jason G. Souden Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road Suite 600 Rosemont, IL 60018-4920

RE:

P.N. 53,807 - Revised January 9, 2015

Geotechnical Exploration

Plainfield/Bailey Road Improvements and Plainfield Road Rehabilitation/Resurfacing from Manning Avenue to Cass Avenue

Darien, IL

Dear Mr. Souden:



Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404 630.462.2600 ● Fax 630.653.2988

Testing Service Corporation (TSC) is pleased to submit this revised proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to email dated October 30, November 13, 2014and January 8, 2015. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for pavement design in connection with the proposed Plainfield/Bailey Road Improvements. The project involves roadway widening with reconstruction and new traffic signals.

Boring Program:

Plainfield/Bailey Road Improvements: We are proposing to drill five (5) soil borings and two (2) pavement cores as part of our Geotechnical Exploration. Three (3) borings will be extended to a depth of 20 feet and will be located at or near proposed traffic signal locations. Two (2) borings will be extended to a depth of 10 feet and will be used for roadway improvements. Total drilling footage on this basis is estimated to be about 80 lineal feet.

Plainfield Road Rehabilitation/Resurfacing from Manning Avenue to Cass Avenue: We are proposing to core at six (6) locations as part of our Geotechnical Exploration. Traffic control consisting of signs, cones and flag person will be utilized for this portion of the project.

The cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A split-spoon will then be taken of the upper subgrade to a depth of approximately three four below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tube also taken if conditions dictate. Traffic Signal Borings: Sampling will be performed at 2½-foot intervals for the entire depth of the boring. Roadway Borings: Sampling will be performed continuously first the first 5 feet and at

2½-foot intervals for reminder of the boring. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- · General earthwork and construction considerations.
- · Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for pavements.

Environmental Soil Sampling and Analytical Laboratory Analyses for LPC-663 Including a Potentially Impacted Property (PIP) Evaluation

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products.

It is considered likely that the Radius Map Report will identify the project site as a PIP. Therefore, it is assumed that additional analytical testing and analysis will be required in order to determine if the soils at the site can be accepted at a CCDD/USFO facility. However, if not identified as a PIP only pH testing will be required in connection with IEPA Form LPC-662.

STEP TWO: LPC 663 Analytical Testing and Analysis

If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. The Radius Map Report will also be used in determining the analytical parameters required for the

LPC-663. The objectives of the Study are to determine whether the associated analytical analysis provides a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by Licensed Professional Engineer.

For uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) to be accepted at a CCDD fill operation, it must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. For uncontaminated soil to be accepted at an uncontaminated soil fill operation (USFO) it must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site.

Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

The number of test samples and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation.

Plainfield/Bailey Road Improvements: For proposal purposes, it is assumed that three (3) test samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Total RCRA Metals and pH. This list incorporates the analytical parameters which are acceptable to some, although not all, local CCDD/USFO facilities

Plainfield Road Rehabilitation/Resurfacing from Manning Avenue to Cass Avenue: For proposal purposes, it is assumed that four (4) test samples will be analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Total RCRA Metals and pH. This list incorporates the analytical parameters which are acceptable to some, although not all, local CCDD/USFO facilities.

Additional or less analytical testing may be dictated by the results of the PIP and headspace analysis. You will be notified of any changes involving additional costs. The test results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations as presented in 35 IAC 1100.Subpart F. If analysis of all chemical constituent included on the MAC list is desired, the analysis of additional TAL Metals, Pesticides, Herbicides, Chloride, Nitrate, Cyanide, Fluoride and Sulfate may be performed at additional costs as noted in our Cost Estimate.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical testing. If all analytical results meet their respective MACs, Form

LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included as an attachment to it.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)©, as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will recommend this additional analysis be performed if all other parameters with the exception of the metal(s) meet the MACs.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill. There will most likely be an additional charge for associated consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Nine Thousand One Dollars (\$9,100.00) to provide the Geotechnical Exploration outlined above.

PIP EVALUATION AND LPC-663 ANALYSIS: In accordance with the Cost Estimate attached, TSC is estimating a lump sum amount of up to Seven Thousand One Hundred Dollars (\$7,100.00) to provide the PIP Evaluation and LPC-663 Analysis.

Please note the PIP Evaluation and LPC-663 Analysis work will be performed under a separate TSC job number and that this portion of work on the project will also include a separate invoice.

Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; in wooded or landscaped areas or on steeply sloping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before March 31, 2015.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

Christopher B. Burke Engineering, Ltd. P.N. 53,807 - January 9, 2015	
Closure:	
stated otherwise, TSC fees include all state and fee they do not include any license, permit or bond fee	bject to TSC's attached General Conditions. Unless deral taxes and permits that may be required. However, is that local governments may impose. The local fees, if e written instructions to the contrary, invoices will be
Christopher B. B 9575 West Higg Rosemont	on G. Souden urke Engineering, Ltd. gins Road. Suite 600 , IL 60018-4920 den@cbbel.com
If this proposal meets with your approval, please in returning it to our Carol Stream, Illinois office. It wo Project Data form indicating who is to receive copie	ould be helpful if you could also complete the attached
Your consideration of our proposal is appreciated. project.	We look forward to being of service to you on this
Respectfully submitted,	
TESTING SERVICE CORPORATION	Prepared by, Product O Gally -
Michael V. Machalinski, P.E. Vice President	Michael D. Billings Vice President
MVM:MDB:kw	

Enc:

Cost Estimate General Conditions Project Data Sheet LPC-663 Form

PLEASE CHECK IF DESIRED

Approved and accepted for	·	and the state of t	by:
(N/	AWE)		
न	TLE)		

☐ Potentially Impacted Property Evaluation(PIP) AND LPC 663 ANALYSIS

(DATE)

COST ESTIMATE Plainfield/Bailey Road Improvements Darien, IL TSO P.N. 53,807

V 1405.2	ITEM	UNITS	QTY	RATE	COST
STAI	KING AND UTILITY CLEARANCE	7, -		., ., ., ., ., ., ., ., ., ., ., ., ., .	 Andrew Marketter (Angele Angele A
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
DRIL	LING AND SAMPLING				
2.1	Drill Mounted on Truck and Two-Person Crew (Portal to Portal)	Lump Sum	1	3,150.00	\$ 3,150.00
2.2	Core Van and One-Man Crew (Portal to Portal)	Lump Sum	10	1,550.00	\$ 1,550.00
2.3	Bit Wear - Per Inch of Asphalt Pavement	Inch	64.0	2.50	\$ 160.00
2.4	Patch Holes with Cold Patch Asphalt or Non-Shrink Grout	Each	8	10.00	\$ 80.00
TRAF	FIC CONTROL				
3.1	Single Flagman, Regular Time (Portal to Portal)	Hour	8.0	135.00	\$ 1,080.00
32	Single Flagman, Overtime	Hour	0.0	170.00	\$ 0.00
3.3	2-Man Flagging Crew, Regular Time (Portal to Portal)	Hour	0.0	270.00	\$ 0.00
3.4	2-Man Flagging Crew, Overtime	Hour	0.0	340.00	\$ 0.00
3.5	TSC Pickup and Arrowboard	Day	O	125.00	\$ 0.00
LAB	DRATORY TESTING				
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	34	4.00	\$ 136.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	34	7.00	\$ 238,00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	5	14.00	\$ 70.00
3.4	Dry Unit Weight Determination	Each	6	7.00	\$ 35.00
3.5	Atterberg Limit Determinations	Each	1	100.00	\$ 100.00
3.6	Sieve Analysis with #200 Wash	Each	0	90.00	\$ 0.00
3.7	Sieve Analysis with Hydrometer	Each	1	130 00	\$ 130.00
3.8	Organic Wet Combustion	Each	1	115.50	\$ 115.50

	ITEM	UNITS	QTY	RATE		COST
3.9	Materials Technician to Measure and Describe Core Sample in Laboratory	Each	8	15,00	\$	120.00
3.10	Visual Classification and Water Content/Dry Unit Weight Determination of Core Subgrade Sample (CORES)	Each	8	12.00	\$	96.00
ENGI	NEERING SERVICES		Tarket in the second of the se			preside
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	1,600.00	\$	1,600.00
4.2	Geotechnical Engineer to Perform Special Calculations or Run Siope Stability Analyses	Hour	0.0	120.00	\$	0.00
4.3	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	160.00	\$	0.00
			ESTIMAT	ED TOTAL:	\$	9,100.50
· · · · · · · · · · · ·	RECOMMENDED BUDGET:					9,100.00

COST ESTIMATE PIP EVALUATION AND LPC-663 ANALYSIS

	ITEM	UNITS	QTY	RATE	COST
STEP	ONE: PIP EVALUATION RECORDS REVIEW, SITE RECON	NAISSAN	CE, PIP DE	TERMINATION	
1.1	Obtain EDR Radius Map Report , Review of Radius Map Report, Site Reconnaissance and PIP Evaluation	Lump Sum	1	1,500.00	\$ 1,500.00
1.2	If Site is Not Identified as PIP - Perform pH Testing and Prepare IEPA Form LPC - 662 for Owner Signature	Lump Sum	0	600.00	\$ 0.00
STEP	TWO: LPC 663 ANALYTICAL TESTING AND REPORTING		error - 1805 Japan		 an ye zaniga
2.1	VOCs, SVOCs,, total RCRA metals and pH	Each	7	634.00	\$ 4,438.00
2.2	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$18/metal	\$ 0.00
2.3	Analytical testing for TAL metals not included in RCRA list, pesticides, herbicides, chloride, nitrate, cyanide, fluoride, and sulfate, required at some CCDD/USFO facilities	Each	Ø	868 00	\$ 0.00
24	Environmental Personnel to Screen & Prepare Samples	Each	4	120.00	\$ 480.00
2.5	Use of Photolonization Detector	Day	0.5	100.00	\$ 50.00
2.6	Environmental Data Review, Prepare Summary Report with Form LPC-863 signed by PE if Uncontaminated	Lump Sum	1	600.00	\$ 600.00
			ESTI	MATED TOTAL:	\$ 7,068,00
		RE	COMMEN	DED BUDGET:	\$ 7,100.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC fexcept where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Glient" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated inwriting, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC, Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSG's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-confaining materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste fall cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act. 42 U.S.C. §6901 at seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3,14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestoscontaining materials, petroleum products, lead based paint and the like, "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compilance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDILING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner, if TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. in the event services are required on any site not owned by Client, Client represents and warrants to TSC that Citent has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur, if Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Citent agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses.

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or condults where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to relimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client Such Information is considered evidence with respect to the defection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specificulty set forth elsewhere in this agreement. In such cases, TSG's services shall not include (i) determining or implementing the means, methods, fechniques or procedures of work dene by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or fallure to perform same shall not in any way operate. to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11, CLEAN UP: If TSC is relained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be ferminated by either party upon seven (f) day's prior written notice. In the event of termination, TSC shall be compensated by Cilent for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARHANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50.000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of afther of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPCENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoemaed by any party as an occurrence witness as a result of TSC's services.

1Z. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (I) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (III) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any prevision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services. the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate tilinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



Distribute Reports as Follows:



REVISED DATES

TESTING SERVICE CORPORATION

General Information:	Name:
Project Name:	Company:
Project Address:	Addrass:
City/State/Zip:	City / State / Zip:
Project Manager:	E-Mell:
ENáll:	Telephone:
Telephone:	Fax
Fex:	
Site Contact:	Name:
E-Mat	Company:
Telephone:	Addiess
Faxt	City / State / Zip:
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Send Involce To:	Telephoner
Purchase Order Number:	F800
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