

REVISED

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

December 17, 2012

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [December 3, 2012](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the [Reappointment of Patrick Murphy to the Police Pension Board](#)
 - B. Consideration of a Motion to Approve [a Resolution Commending Joshua Anthony Duffy for his Achievement to the Rank of Eagle Scout](#) in the City of Darien, DuPage County, Illinois
 - C. Recognition of 2012 Holiday Home Decorating Contest Winners
 - D. Darien Chamber of Commerce Update
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [12-13-14](#)
 - B. Monthly Report — [November 2012](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve an Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2012-14: [7205 Exner Road](#))
 - B. Consideration of a Motion to Approve Ordinance Approving a Variation to the Darien Zoning Ordinance (PZC 2012-15: [326 Roger Road](#))
 - C. Consideration of a Motion to Approve [an Ordinance Amending Title 4, Building Regulations, Darien Building Code, of the Darien City Code \(Building Code\)](#)
 - D. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for Pavement Corings](#) for the Proposed 2013 Street Maintenance Program in an Amount not to Exceed \$13,750.00

- E. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2013 Street Maintenance Program](#) in an Amount not to Exceed \$30,426.00
 - F. Consideration of a Motion to Approve [An Ordinance Amending Section 3-2-9 of the Darien City Code](#)
 - G. Consideration of a Motion to Approve [Creation of a Criminal Intelligence Analyst Position in the Police Department](#)
 - H. Consideration of a Motion [to Confirm City's Intent to Continue Crossing Guard Services for District 61 through May 30th, 2013](#)
- 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.)
 - 19. Adjournment

PUBLIC HEARING – TAX LEVY

THE TAX LEVY PUBLIC HEARING WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER. THE PUBLIC HEARING ADJOURNED AT 7:03 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:04 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE DECEMBER 3, 2012 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:07 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

DECEMBER 3, 2012

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:35 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

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

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

| | | |
|----------|--------------------|----------------|
| Present: | Halil Avci | Sylvia McIvor |
| | Tina M. Beilke | Ted V. Schauer |
| | Joseph A. Marchese | Joerg Seifert |

Absent: John F. Poteraske, Jr.

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

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

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

Robert Rzeszutko of 1200 Allison, read into the record a letter from District #61 Board of Education regarding the changes to the DARE Program, the removal of one Police Officer as a point of contact, and the elimination of crossing guards. District 61 Superintendent, Dr. Robert Carlo expressed his concerns with elimination of crossing guards before the end of the school year. Mayor Weaver advised that the request to extend the crossing guard service to the end of the school year will be discussed at the December 6, 2012 Police Committee Meeting. Alderman McIvor requested the cost of the crossing guards for the additional month be determined prior to the Police Committee Meeting on December 6.

6. **APPROVAL OF MINUTES** – November 19, 2012

It was moved by Alderman Beilke and seconded by Alderman Schauer to approve the minutes of the City Council Minutes of November 19, 2012, as presented.

| | | |
|------------|----------|------------------------------------|
| Roll Call: | Ayes: | Beilke, Marchese, Schauer, Seifert |
| | Nays: | None |
| | Abstain: | Avci, McIvor |
| | Absent: | Poteraske |

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Mayor Weaver is in receipt of correspondence from Megan Meyer, a resident of Woodridge, regarding the lack of a recycling program at her place of employment in Darien. Administrator Vana responded that the City’s refuse contract applies exclusively to single family residences. Businesses and multi-family dwellings contract for their refuse hauling, and have the ability to add recycling. Treasurer Coren noted that there is an additional cost to add a recycling program.

Via email, Joe Kenny requested the City amend the current ordinance to prohibit solicitation after dark. This item will be referred to the Police Committee for review.

Administrator Vana provided an overview of the proposed enhancements to the current DARE program. He noted that program is in the developmental stage but that communication was released at the onset to apprise the community. Administrator Vana

advised that this item will be discussed at the Police Committee Meeting on December 6, 2012. Chief Brown noted that the enhanced program will involve all Darien Police Officers, children of all ages, and will address the many issues affecting children today. He stressed the importance of parental involvement. Alderman Avci suggested surveys of other communities be taken. Chief Brown noted that Clarendon Hills has changed their program and others are seeking change as well. The proposed program is new and unique, and will be taught by experts in their field. A discussion took place regarding the transition period. Chief Brown shared two reports which demonstrate the ineffectiveness of the DARE Program. Alderman Beilke noted that District 86 has one officer as a point person. Chief Brown responded that Hinsdale South High School pays the Police Officer Liaison's salary and overtime; it would be very difficult to provide a Police Liaison for six elementary schools.

Alderman Seifert expressed discomfort in acceptance of a conceptual plan. Chief Brown advised that nothing will be taken away from the current program until the new program is developed and in place. The program will begin in September 2013. Administrator Vana added that discussion and assistance in development of the program by the Police Committee has been ongoing and will continue. It was noted that programs cannot work without parent involvement, and a more comprehensive educational program is needed. Alderman McIvor invited the public to attend the Police Committee Meeting on December 6, and suggested representatives from the school districts be invited; input and feedback is welcome.

Alderman Avci...

...received an e-mail from David May, 1121 69th Street, regarding the elimination of the crossing guards.

...received an e-mail from David Kessler, 7221 Richmond, complimenting the Public Works Staff and the effectiveness of the new speed limit signs on Richmond.

Mayor Weaver received communication from new resident Alicia Urbanski on Clarendon Hills Road expressing gratitude to City Staff for their assistance in resolving a number of issues with the home she purchased.

8. **MAYOR'S REPORT**

A. **MAYORAL PROCLAMATION "DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH" (DECEMBER 2012)**

Mayor Weaver read into the record a Proclamation declaring December 2012 as "Drunk and Drugged Driving (3D) Prevention Month" in the City of Darien.

Mayor Weaver expressed delight at being invited by Boy Scout Pack 97 to attend the Eagle Scout Ceremony honoring Andrew Hawken and Michael Benedict. She found it to be an extraordinary event.

9. **CITY CLERK'S REPORT**

City Clerk Ragona...

...invited all to attend Meet and Greet the Mayor at City Hall on December 17, 2012 at 6:00 P.M.

...announced the filing of nominating petitions for Wards 1, 3, 5, and 7 begins on December 17, 2012 at 8:30 A.M. The deadline for filing has been extended to December 26, 2012 at 5:00 P.M. by Senate Bill 3338.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana...

...explained that, in order to adhere to the Open Meetings Act, any e-mail correspondence directed to the entire City Council will be responded to by him.

...provided an update on the technical problems the City is experiencing with the video taping of meetings.

...announced that Veolia has been purchased by Advanced Disposal Services. He noted that the purchase will not affect the contract or services.

...advised that solicitation calls and letters for gas and electricity are being sent out by NiCor, and other energy companies; residents do not need to respond to these marketers.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac advised...

...tree trimming begins on December 17, 2012. Private property tree trimming and removal is available to residents at the same pricing as last year. Interested residents should call Ryan at Homer Tree at 815-838-0320 or ryan@homertree.com. The deadline for participation is February 15, 2013

...a monument sign has been installed on 83rd Street; the other signs will be installed in the near future. Staff is working with Woodridge to resolve permitting issues for the sign

on 87th Street. The breakaway signs will be located on Cass and Frontage, and Lemont and Cheese/Frontage.

...the Wal Mart development is in process; demolition is near completion.

...The owner of Chuck’s Southern Comforts Café closed on the Darien property two weeks ago. Director Gombac explained the improvements made by the Public Works Department are in accordance with the Economic Incentive Agreement. Treasurer Coren noted that it was cost effective for City Staff to perform the work. It is anticipated the restaurant will open the end of February or beginning of March, 2013. He expressed pride in the abilities of the Public Works Staff.

...Home Depot is considering relocation out of Darien; Inland Corporation is working on an incentive agreement.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 12-13-13

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve payment of Warrant Number 12-13-13 in the amount of \$80,873.26 from the General Fund; \$38,446.68 from the Water Fund; \$1,284.51 from the Motor Fuel Tax Fund; \$2,760.21 from the Water Depreciation Fund; \$167,170.31 from the Capital Improvement Fund; \$283,001.48 General Fund Payroll for the period ending 11/29/12; \$23,075.24 from the Water Fund Payroll for the period ending 11/29/12; for a total to be approved of \$596,611.69.

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: Poteraske

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese announced the next meeting of the Municipal Services Committee has been scheduled for December 12, 2012 at 6:30 P.M. He noted that the actual cost analysis for the next fiscal year will be conducted at this meeting, and invited the public to attend.

Police Committee — Chairman McIvor announced the next meeting of the Police Committee is scheduled for December 6, 2012 at 6:00 P.M. in the Council Chambers.

Police Pension Board – Treasurer Coren announced the next meeting of the Police Pension Board is scheduled for December 10, 2012 at 7:00 P.M. in the Police Training Room.

Administrative/Finance Committee – Administrator Vana announced the Administrative/Finance Committee Meeting of December 10, 2012 has been cancelled due to a lack of agenda items.

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

There were none.

15. **OLD BUSINESS**

There was none.

16. **CONSENT AGENDA**

There was none.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013 FOR THE CITY OF DARIEN, ILLINOIS

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

ORDINANCE NO. O-39-12

AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013 FOR THE CITY OF DARIEN, ILLINOIS

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Schauer, Seifert
 Nays: None
 Absent: Poteraske

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2012, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013, IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL

It was moved by Alderman Schauer and seconded by Alderman Avci to approve the ordinance as presented.

ORDINANCE NO. O-40-12

AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2012, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013, IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL

Administrator Vana advised that the Tax Levy Public Hearing took place prior to the City Council Meeting, and provided an explanation of the Special Service Area.

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Schauer, Seifert
 Nays: None
 Absent: Poteraske

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MMW BACKHAUL TO SUPPLY SPACE ON THE TOWER AT 1041 S. FRONTAGE ROAD

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve the resolution as presented.

RESOLUTION NO. R-84-12

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MMW BACKHAUL TO SUPPLY SPACE ON THE TOWER AT 1041 S. FRONTAGE ROAD

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: Poteraske

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderman Marchese...

...congratulated and thanked Clare Bongiovanni, the Darien Chamber of Commerce, Darien Historical Society, and School District 61 for the successful Darien Days, Holiday Expo, and Tree Lighting. Mayor Weaver noted this was the 39th tree lighting.

...advised that food and financial donations for the Lions Club Food Basket Program are being accepted; a \$75 donation provides a family with food for two weeks. Volunteers are needed for December 21 and 22, 2012 at the Park District on Fairview.

Alderman Beilke advised that nominations for Citizen of the Year will be accepted through January 7, 2013. Nominations may be sent to any member of the Citizen of the Year Committee or dropped off at City Hall.

Mayor Weaver advised that the deadline for nominations for the Holiday Home Decorating Contest is December 7, 2012; the winner will be announced at the December 17, 2012 City Council Meeting.

Bob Rzeszutko of 1200 Allison Lane spoke of the need for school and parental involvement in the new program. He also spoke of the need for staff training. Mayor Weaver noted that the contentious issue appears to be the elimination of one police officer as the point of contact. She anticipates that with the involvement of all the officers, the program will be more effective. Bob Rzeszutko suggested that there be specialized training for the officers since not all are equipped to deal well with children.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:54 P.M.

Mayor

City Clerk

JER
All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 12-03-12.
Minutes of 12-03-12 CCM

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Kathleen Moesle Weaver

DATE: December 13, 2012

SUBJECT: REAPPOINTMENT TO POLICE PENSION BOARD

This is written to request your advice and consent to the reappointment of Patrick Murphy, to the Police Pension Board. He has expressed an interest in continuing to serve the City in this capacity.

Again, should you have any questions, please do not hesitate to contact me.

mg

**A RESOLUTION COMMENDING JOSHUA ANTHONY DUFFY
FOR HIS ACHIEVEMENT TO THE RANK OF EAGLE SCOUT
IN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**

WHEREAS, Joshua Anthony Duffy is the son of Anthony and Sue; and

WHEREAS, Joshua is currently a Freshman at Embry-Riddle Aeronautical University in Prescott, Arizona; and

WHEREAS, prior to college, Joshua attended Our Lady of Peace Catholic School in Darien, and Montini Catholic High School in Lombard; and

WHEREAS, Joshua has displayed leadership within the community as an active member of Troop 101, Darien, Illinois; and

WHEREAS, while active with Boy Scout Troop 101 of Darien, Joshua held positions including Senior Patrol Leader, Assistant Patrol Leader, and Scribe; and

WHEREAS, Joshua has earned 32 merit badges; and

WHEREAS, Joshua provided over 100 hours in service to the community; and

WHEREAS, Joshua enjoyed over 100 nights of camping, including the Klondike campout in freezing conditions; and

WHEREAS, Joshua completed two service projects at Our Lady of Peace Church and School; and

WHEREAS, the first project was to tear down a worn out fence behind the school that housed the air conditioning unit, and with the help of other scouts, built a new fence with a gate for access to the area, and

WHEREAS, the second project involved replacement of approximately 40 deteriorated and displaced railroad ties that served as a parking barrier for the lot along 75th Street; and

WHEREAS, Joshua has been awarded the Arrow of Light, BSA Scuba, BSA Snorkeling, and 50 Miler special awards; and

WHEREAS, Joshua actively participated in many High Adventure trips including Seabase in Florida, Philmont Scout Ranch in New Mexico, and culminating this past summer with being selected to participate in the Des Plaines Valley Boy Scout Council's expedition to Japan; and

WHEREAS, Joshua plans to continue to be involved in future High Adventure opportunities in a

leadership role; and

WHEREAS, Joshua has given back to scouting as a counselor at the Cub Scout Day Camps; and

WHEREAS, Joshua has achieved the rank of Eagle Scout and was formally recognized and received his award at a Special Court of Honor on December 16, 2012; and

WHEREAS, Eagle Scout Joshua Anthony Duffy is an exemplary model for the Boy Scouts of America because he believed in their motto "BE PREPARED" and followed their teachings to be trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.

NOW, THEREFORE, BE IT RESOLVED BY MAYOR WEAVER AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that Joshua Anthony Duffy is hereby commended for his achievement as an Eagle Scout, his service to the community, and in particular for his continuing efforts and contributions of time and energy and devotion to the Boy Scouts of America and the City of Darien, in DuPage County, Illinois.

PASSED AND APPROVED BY MAYOR WEAVER AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December 2012.

AYES: _____

NAYS: _____

ABSENT: _____

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 17, 2012**

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 | | \$106,237.41 |
| Water Fund | | \$7,983.37 |
| Motor Fuel Tax Fund | | |
| Water Depreciation Fund | | |
| Debt Service Fund | | |
| Capital Improvement Fund | | \$52,381.27 |
| Special Service Area Tax Fund | | |
| | Subtotal: | \$ 166,602.05 |
| General Fund Payroll | 12/13/12 | \$ 222,474.49 |
| Water Fund Payroll | 12/13/12 | \$ 18,720.68 |
| | Subtotal: | \$ 241,195.17 |
| Total to be Approved by City Council: | | \$ 407,797.22 |

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

**CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 12/4/2012 Through 12/17/2012**

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|------------------------------|--|--------------------------------|-------------|-----------|
| BEST QUALITY CLEANING, INC. | DECEMBER 2012 JANITORIAL SERVICE | Janitorial Service | 1,182.00 | 4345 |
| BEST QUALITY CLEANING, INC. | AUGUST 2012 JANITORIAL SERVICE | Janitorial Service | 1,182.00 | 4345 |
| EMERALD MARKETING INC. | JANUARY/FEBRUARY 2013 NEIGHBORS MAGAZINE | Public Relations | 3,145.27 | 4239 |
| FedEx | OVERNIGHT SHIPPING COSTS | Postage/Mailings | 88.13 | 4233 |
| ILLINOIS PAPER COMPANY | ANNUAL COPY PAPER PURCHASE | Supplies - Office | 1,079.67 | 4253 |
| INDUSTRIAL ELECTRICAL SUPPLY | LIGHT BULBS FOR HERITAGE PLAZA | Maintenance - Equipment | 66.00 | 4225 |
| JOHN K. CARR | ANTENNA AND CABLE FOR WIRELESS NETWORK EXTENDERS | Telephone | 47.90 | 4267 |
| KING CAR WASH | CAR WASHES | Vehicle (Gas and Oil) | 14.50 | 4273 |
| NICOR GAS | 7422 S. CASS - ACCT 05-09-41-1000 3 | Utilities (Elec,Gas,Wtr,Sewer) | 113.65 | 4271 |
| NICOR GAS | 1702 PLAINFIELD ROAD - ACCT 82-54-11-1000 1 | Utilities (Elec,Gas,Wtr,Sewer) | 187.60 | 4271 |
| PALATINE OIL CO., INC. | DIESEL FUEL DELIVERED FOR GENERATORS @ PD & CITY HALL | Maintenance - Equipment | 106.67 | 4225 |
| ROSENTHAL, MURPHEY, COBLENTZ | JC CUTS | Liability Insurance | 315.00 | 4219 |
| SUBURBAN LIFE MEDIA | LEGAL NOTICE 3759 - TAX LEVY | Legal Notices | 153.39 | 4221 |
| | | Total Administration | 7,681.78 | |

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|------------------------------|----------------------------|---------------------|--------------------|------------------|
| ROSENTHAL, MURPHEY, COBLENTZ | MISCELLANEOUS | Liability Insurance | 735.00 | 4219 |
| ROSENTHAL, MURPHEY, COBLENTZ | COSTS ADVANCED | Liability Insurance | <u>837.88</u> | 4219 |
| | | Total City Council | 1,572.88 | |

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 12/4/2012 Through 12/17/2012**

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|--------------------------------|---|-------------------------|--------------------------------|-----------|
| CHRISTOPHER B. BURKE ENG, LTD | FLOOD PLAIN REVIEW - 6706 HIGH ROAD | Const/Prof Reimbursable | 144.50 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | FLOOD PLAIN REVIEW - 7217 ELEANOR | Const/Prof Reimbursable | 165.00 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | FLOOD PLAIN REVIEW - 326 ROGER ROAD | Const/Prof Reimbursable | 326.75 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | CROSSROADS DEVELOPMENT-SW CORNER LEMONT & 83RD | Const/Prof Reimbursable | 319.00 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | AS BUILT RE-REVIEW - 6717 HIGH ROAD | Const/Prof Reimbursable | 200.00 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | 7210 CAPITOL DRIVE GRADING PLAN | Const/Prof Reimbursable | 200.00 | 4328 |
| CHRISTOPHER B. BURKE ENG, LTD | LANDSCAPE REVIEW - SLEEP ACADEMY | Const/Prof Reimbursable | 358.00 | 4328 |
| DON MORRIS ARCHITECTS P.C. | NOVEMBER 2012 PLAN REVIEW & INSPECTIONS | Consulting/Professional | 2,520.00 | 4325 |
| DON MORRIS ARCHITECTS P.C. | NOVEMBER 2012 PLAN REVIEW & INSPECTIONS | Const/Prof Reimbursable | 3,406.07 | 4328 |
| ELEVATOR INSPECTION SERVICE CO | NOVEMBER 2012 ELEVATOR RE-INSPECTIONS | Const/Prof Reimbursable | 175.00 | 4328 |
| JOSEPH ALGOZINE | NOVEMBER 2012 ELECTRICAL INSPECTIONS | Consulting/Professional | 275.00 | 4325 |
| ROSENTHAL, MURPHEY, COBLENTZ | CHUCK'S RESTAURANT - ECONOMIC INCENTIVE AGREEMENT | Liability Insurance | 315.00 | 4219 |
| | | | 8,404.32 | |
| | | | Total Community Development | |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|--------------------------------|---|----------------------------|-------------|-----------|
| AIR-RITE HEATING & COOLING | HVAC DIAGNOSIS & REPAIR - 1710 PLAINFIELD | Maintenance - Building | 192.00 | 4223 |
| AUTOMATED LOGIC | HVAC CONTRACT - 1710 PLAINFIELD | Maintenance - Building | 1,005.00 | 4223 |
| BADGER TRUCK CENTER | DELIVERY OF 2 NEW FORD TRUCKS #111 & #112 TO LINDCO | Equipment | 150.00 | 4815 |
| CENTRAL SOD FARMS | SOD & FERTILIZER 71ST PIPE PROJECT RESTORATION | Supplies - Other | (157.50) | 4257 |
| CHRISTOPHER B. BURKE ENG, LTD | OLDFIELD ROAD DRAINAGE | Consulting/Professional | 361.85 | 4325 |
| COM ED | STREET LIGHTS - ACCT 0448008035 | Street Light Oper & Maint. | 337.64 | 4359 |
| CONSTELLATION NEW ENERGY, INC. | STREET LIGHTS - 2510 ABBAY DR, LOT 278 | Street Light Oper & Maint. | 1,497.64 | 4359 |
| CONSTELLATION NEW ENERGY, INC. | STREET LIGHTS - SW CORNER 75TH ST, ADAMS | Street Light Oper & Maint. | 1,481.32 | 4359 |
| CULLIGAN | BOTTLED WATER & FILTER RENTAL | Maintenance - Building | 73.74 | 4223 |
| DECKER SUPPLY CO. | POWDER COATED SIGN POSTS | Supplies - Other | 1,261.50 | 4257 |
| DECKER SUPPLY CO. | SIGN | Supplies - Other | 23.95 | 4257 |
| FIRST ADVANTAGE | PRE-EMPLOYMENT DRUG TEST | Liability Insurance | 31.48 | 4219 |
| GENE'S TIRE SERVICE, INC. | TIRES & BALANCING OF TIRES FOR #102 | Maintenance - Vehicles | 800.34 | 4229 |
| GRAINGER | POLICE DEPARTMENT CELL PHONE EXTENDERS | Maintenance - Building | 25.16 | 4223 |
| GRAINGER | LIFTING STRAPS | Small Tools & Equipment | 278.56 | 4259 |
| HOME DEPOT | SUPPLIES | Maintenance - Building | 515.11 | 4223 |
| HOME DEPOT | SUPPLIES | Supplies - Other | 35.44 | 4257 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|--------------------------------|---|-------------------------|-------------|-----------|
| HOME DEPOT | SUPPLIES | Small Tools & Equipment | 54.97 | 4259 |
| HOME DEPOT | SUPPLIES | Forestry | 80.82 | 4350 |
| ILLINOIS PAPER COMPANY | ANNUAL COPY PAPER PURCHASE | Supplies - Office | 1,079.66 | 4253 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Supplies - Other | 220.00 | 4257 |
| KIEFT BROS., INC. | CHUCK'S BBQ STORM SEWER IMPROVEMENT | Supplies - Other | 65.00 | 4257 |
| NAPA GENUINE PARTS COMPANY | CONE FOR THE BALANCER | Small Tools & Equipment | 259.00 | 4259 |
| NORWALK TANK | PIPE & BENDS, COUPLINGS | Supplies - Other | 58.84 | 4257 |
| OFFICE DEPOT | TONER CARTRIDGES | Supplies - Office | 792.25 | 4253 |
| OFFICEMAX CONTRACT INC. | SHREDDER | Supplies - Office | 89.09 | 4253 |
| PALATINE OIL CO., INC. | DIESEL FUEL DELIVERED FOR GENERATORS @ PD & CITY HALL | Maintenance - Building | 333.23 | 4223 |
| RIC MAR INDUSTRIES, INC. | SPILL PADS, RAGES & CLEANER | Maintenance - Equipment | 399.16 | 4225 |
| STEVE PIPER & SONS, INC. | HAZARDOUS TREE REMOVAL @ 1118 69TH STREET | Tree Trim/Removal | 1,260.00 | 4375 |
| STONE WHEEL, INC. | BRAKE CLEANER, CARB CLEANER & SPRAY LUBRICANT | Maintenance - Equipment | 123.60 | 4225 |
| SUMMIT FINANCIAL RESOURCES L.P | WOOD LATHES FOR MARKING OUT SIDEWALK PLOW ROUTE | Supplies - Other | 76.77 | 4257 |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES | Maintenance - Building | 107.86 | 4223 |
| US GAS | OXYGEN & ACETYLENE CYLINDER RENTAL | Supplies - Other | 28.00 | 4257 |
| WASTE MANAGEMENT LARAWAY RDF | STREET SWEEP | Street Sweeping | 5,101.00 | 4373 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|------------------------|---|--------------------------------|--------------------|------------------|
| WHOLESALE DIRECT, INC. | WINTER WIPER BLADES FOR THE PLOW TRUCKS | Maintenance - Vehicles | 161.12 | 4229 |
| WILLOWBROOK FORD, INC. | REPAIR PARTS FOR #102 | Maintenance - Vehicles | 182.28 | 4229 |
| | | Total Public Works, Streets | 18,385.88 | |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|----------------------------|--|-----------------------------|-------------|-----------|
| CHASE CARD SERVICES | PLASTIC BINS | Investigation and Equipment | 11.94 | 4217 |
| CHASE CARD SERVICES | VIDEO CASSETTES | Investigation and Equipment | 18.99 | 4217 |
| CHASE CARD SERVICES | STORAGE BOXES | Investigation and Equipment | 18.29 | 4217 |
| CHASE CARD SERVICES | DVD'S | Investigation and Equipment | 45.98 | 4217 |
| CHASE CARD SERVICES | ZIP LOCK TIES | Investigation and Equipment | 14.04 | 4217 |
| CHASE CARD SERVICES | EVIDENCE ENVELOPES | Investigation and Equipment | 37.33 | 4217 |
| CHASE CARD SERVICES | DETECTIVE INTERNET SEARCHES | Investigation and Equipment | 74.75 | 4217 |
| CHASE CARD SERVICES | OFFICE SUPPLIES | Supplies - Office | 34.49 | 4253 |
| CHASE CARD SERVICES | FINGERPRINT WIPES | Supplies - Office | 109.76 | 4253 |
| CHASE CARD SERVICES | OFFICE SUPPLIES | Supplies - Office | 78.67 | 4253 |
| CHASE CARD SERVICES | ILEAS CONFERENCE - RUMICK & JUMP | Travel/Meetings | 184.80 | 4265 |
| CHASE CARD SERVICES | INTERNET | Telephone | 101.90 | 4267 |
| CHASE CARD SERVICES | CAR RADIO ANTENNAS | Equipment | 375.04 | 4815 |
| COMCAST | CABLE BOX | Telephone | 2.10 | 4267 |
| DU-COMM | RADIOS | Equipment | 54,921.25 | 4815 |
| EMERGENCY TELEPHONE SYSTEM | RMS SYSTEM | Consulting/Professional | 3,108.85 | 4325 |
| FedEx | OVERNIGHT SHIPPING COSTS | Investigation and Equipment | 105.45 | 4217 |
| GREGORY J. CHEAURE' | REPLACEMENT EYE GLASSES | Uniforms | 15.99 | 4269 |
| I.A.P.E.M. | WILLIAM FOSTER - APRIL 2013 CONFERENCE | Investigation and Equipment | 335.00 | 4217 |
| I.A.P.E.M. | KARA FOYLE-PRICE - APRIL 2013 CONFERENCE | Investigation and Equipment | 335.00 | 4217 |
| I.A.P.E.M. | MARINA LISKA - APRIL 2013 CONFERENCE | Investigation and Equipment | 335.00 | 4217 |
| ILEAS | JOHN COOPER - ATTENDING WITH LODGING | Travel/Meetings | 200.00 | 4265 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|---------------------------|---|--------------------------------|-------------|-----------|
| ILEAS | GERALD PICCOLI - ATTENDING AS COMMUTER | Travel/Meetings | 125.00 | 4265 |
| ILLINOIS ATTORNEY GENERAL | ROBERT J. KASANDA SEX OFFENDER REGISTRATION | Investigation and Equipment | 30.00 | 4217 |
| ILLINOIS PAPER COMPANY | ANNUAL COPY PAPER PURCHASE | Supplies - Office | 1,079.67 | 4253 |
| ILLINOIS STATE POLICE | ROBERT J. KASANDA - SEX OFFENDER REGISTRATION | Investigation and Equipment | 30.00 | 4217 |
| J.G. UNIFORMS, INC. | UNIFORM ALLOWANCE - YEO | Uniforms | 25.00 | 4269 |
| J.G. UNIFORMS, INC. | UNIFORM ALLOWANCE - YEO | Uniforms | 180.00 | 4269 |
| JOHN B. COOPER | UNIFORM ALLOWANCE | Uniforms | 69.94 | 4269 |
| JUST TIRES | TIRES FOR SQUADS (12) | Maintenance - Vehicles | 1,507.44 | 4229 |
| KALE UNIFORMS | UNIFORM ALLOWANCE - LISS | Uniforms | 72.00 | 4269 |
| KALE UNIFORMS | UNIFORM ALLOWANCE - LISS | Uniforms | 72.00 | 4269 |
| KALE UNIFORMS | UNIFORM ALLOWANCE - LISS | Uniforms | 7.00 | 4269 |
| KING CAR WASH | CAR WASHES | Maintenance - Vehicles | 440.00 | 4229 |
| KRISTOFER THROM | OPERATOR TRAINING COURSE & EXAM | Liability Insurance | 150.00 | 4219 |
| LINDA S. PIECZYNSKI | PROSECUTION FEES | Liability Insurance | 1,067.50 | 4219 |
| MOORE MEDICAL | FIRST AID SUPPLIES | Liability Insurance | 80.84 | 4219 |
| NICOR GAS | 1710 PLAINFIELD ROAD - ACCT 82-80-00-1000 9 | Utilities (Elec,Gas,Wtr,Sewer) | 521.94 | 4271 |
| OTTO ENGINEERING | UNIFORM ALLOWANCE - GREENABERG | Uniforms | 16.11 | 4269 |
| POLICE MAGAZINE | SUBSCRIPTION RENEWAL POLICE MAGAZINE - COOPER | Dues and Subscriptions | 20.00 | 4213 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|------------------------------|---|-----------------------------|-------------|-----------|
| PUBLIC SAFETY DIRECT | D4 REPAIR | Maintenance - Vehicles | 95.00 | 4229 |
| PUBLIC SAFETY DIRECT | RADIO SYSTEM INSTALLATION | Equipment | 187.50 | 4815 |
| PUBLIC SAFETY DIRECT | INSTALLATION OF THREE RADIOS | Equipment | 562.50 | 4815 |
| PUBLIC SAFETY DIRECT | INSTALLATION OF FIVE NEW RADIOS | Equipment | 375.00 | 4815 |
| RAY O'HERRON CO. INC OF OBT | UNIFORM ALLOWANCE - ZIMNY | Uniforms | 632.78 | 4269 |
| RAY O'HERRON CO. INC OF OBT | CREDIT FOR RETURNED ITEMS | Uniforms | (254.60) | 4269 |
| RAY O'HERRON CO. INC. | 315 BADGE FOR WALLET | Uniforms | 88.83 | 4269 |
| ROSENTHAL, MURPHEY, COBLENTZ | MAP/SCHEDULING GRIEVANCE | Liability Insurance | 945.00 | 4219 |
| ROSENTHAL, MURPHEY, COBLENTZ | MAP - MISCELLANEOUS | Liability Insurance | 262.50 | 4219 |
| ROSENTHAL, MURPHEY, COBLENTZ | MAP - ROLL CALL GRIEVANCE | Liability Insurance | 105.00 | 4219 |
| STEVEN J. REED | UNIFORM ALLOWANCE | Uniforms | 86.79 | 4269 |
| TREASURER, STATE OF ILLINOIS | ROBERT J. KASANDA SEX OFFENDER REGISTRATION | Investigation and Equipment | 10.00 | 4217 |
| ULINE | EVIDENCE BOXES | Investigation and Equipment | 169.61 | 4217 |
| WILLIAM FOSTER | UNIFORM ALLOWANCE | Uniforms | 49.89 | 4269 |
| | | Total Police Department | 69,274.86 | |

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|-------------------------------|--|-----------------------------------|--------------------|------------------|
| ALLIED WASTE SERVICES #551 | REFUSE REMOVAL - 7515 S. CASS, UNIT D - DEC 1-31, 2012 | Utilities (Elec, Gas, Wtr, Sewer) | 124.60 | 4271 |
| COM ED | 7515 S. CASS, UNIT J - ACCT 7156801032 | Utilities (Elec, Gas, Wtr, Sewer) | 66.92 | 4271 |
| COM ED | 7515 S. CASS, UNIT D - ACCT 7156797060 | Utilities (Elec, Gas, Wtr, Sewer) | 192.29 | 4271 |
| COM ED | 7515 S. CASS, UNIT BD - ACCT 7156796018 | Utilities (Elec, Gas, Wtr, Sewer) | 47.09 | 4271 |
| FIRE & SECURITY SYSTEMS, INC. | SERVICE CALL & LABOR | Maintenance - Grounds | 154.00 | 4227 |
| NICOR GAS | 7515 S. CASS, UNIT D - ACCT 40-53-48-5251 8 | Utilities (Elec, Gas, Wtr, Sewer) | 248.00 | 4271 |
| NICOR GAS | 7515 S. CASS, UNIT J - ACCT 43-44-83-6184 0 | Utilities (Elec, Gas, Wtr, Sewer) | 84.79 | 4271 |
| | | Total Business District | 917.69 | |
| | | Total General Fund | 106,237.41 | |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 12/4/2012 Through 12/17/2012

| Vendor Name | Invoice Description | Acct Title | Dept Amount | Acct Code |
|-----------------------------|---|--------------------------------|-------------|-----------|
| BADGER TRUCK CENTER | DELIVERY OF 2 NEW FORD TRUCKS #111 & #112 TO LINDCO | Equipment | 50.00 | 4815 |
| BEST QUALITY CLEANING, INC. | DECEMBER 2012 JANITORIAL SERVICE | Maintenance - Building | 608.00 | 4223 |
| BEST QUALITY CLEANING, INC. | AUGUST 2012 JANITORIAL SERVICE | Maintenance - Building | 608.00 | 4223 |
| COM ED | 2103 75TH ST PUMP - ACCT 3118112014 | Utilities (Elec,Gas,Wtr,Sewer) | 586.43 | 4271 |
| CULLIGAN | BOTTLED WATER & FILTER RENTAL | Maintenance - Building | 73.74 | 4223 |
| DAS ENTERPRISES, INC. | HAULING MAIN BREAK SPOILS | Maintenance - Water System | 780.00 | 4231 |
| E.F. HEIL LLC | DUMP FEES FOR WATER MAIN BREAKS | Maintenance - Water System | 1,320.00 | 4231 |
| ENVIRO-TEST & PERRY LABS | PH TEST FOR SOIL FOR MAIN BREAK & FOR CHUCK'S BBQ | Maintenance - Water System | 14.50 | 4231 |
| ENVIRO-TEST & PERRY LABS | EPA REQUIRED WATER SAMPLES | Quality Control | 247.50 | 4241 |
| GRAINGER | BALL VALVES FOR THE WATERING TRAILER #410 | Maintenance - Equipment | 84.42 | 4225 |
| HOME DEPOT | SUPPLIES | Maintenance - Building | 84.07 | 4223 |
| HOME DEPOT | SUPPLIES | Maintenance - Equipment | 9.98 | 4225 |
| HOME DEPOT | SUPPLIES | Maintenance - Water System | 583.10 | 4231 |
| NICOR GAS | 1220 PLAINFIELD ROAD - ACCT 21-71-02-6494 2 | Utilities (Elec,Gas,Wtr,Sewer) | 185.63 | 4271 |
| TESTING SERVICES CORP | MAIN BREAK SOILS TESTING FROM 63RD STREET | Maintenance - Water System | 1,504.00 | 4231 |
| TESTING SERVICES CORP | MAIN BREAK 1220 PLAINFIELD | Maintenance - Water System | 1,216.00 | 4231 |
| US GAS | OXYGEN & ACETYLENE CYLINDER RENTAL | Maintenance - Water System | 28.00 | 4231 |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|--------------------|----------------------------|------------------------------|--------------------|------------------|
| | | Total Public Works, Water | 7,983.37 | |
| | | Total Water Fund | 7,983.37 | |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|--------------------------------|---|--------------------|--------------------|------------------|
| ANDROMEDA TECHNOLOGY SOLUTIONS | VIDEO CAMERA SYSTEM REPLACEMENT POLICE DEPT. | Equipment | 7,162.04 | 4815 |
| ELMHURST CHICAGO STONE COMPANY | STONE FOR CHUCK'S BBQ | Economic Incentive | 3,278.57 | 4400 |
| ENVIRO-TEST & PERRY LABS | PH TEST FOR SOIL FOR MAIN BREAK & FOR CHUCK'S BBQ | Economic Incentive | 14.50 | 4400 |
| HOME DEPOT | SUPPLIES | Economic Incentive | 29.77 | 4400 |
| HOME DEPOT | SUPPLIES | Equipment | 99.99 | 4815 |
| KIEFT BROS., INC. | CHUCK'S BBQ STORM SEWER IMPROVEMENT | Economic Incentive | 1,379.00 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ STORM SEWER IMPROVEMENT | Economic Incentive | 834.00 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ STORM SEWER IMPROVEMENT | Economic Incentive | 257.40 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Economic Incentive | 199.30 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Economic Incentive | 220.00 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Economic Incentive | 582.11 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Economic Incentive | 503.15 | 4400 |
| KIEFT BROS., INC. | CHUCK'S BBQ DRAINAGE PROJECT | Economic Incentive | 6,130.30 | 4400 |
| LA GRANGE MATERIALS | BRICKS & MORTAR FOR WELCOME TO DARIEN SIGNS | Equipment | 941.60 | 4815 |
| MENARDS - BOLINGBROOK | 75% OF CONTRACT FOR MONUMENT SIGNS | Equipment | 12,525.00 | 4815 |
| MENARDS - BOLINGBROOK | 75% OF CONTRACT FOR MONUMENT SIGNS | Equipment | (12,525.00) | 4815 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 12/4/2012 Through 12/17/2012

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Acct Title</u> | <u>Dept Amount</u> | <u>Acct Code</u> |
|-----------------------|--|------------------------------------|--------------------------|------------------|
| MENO STONE CO., INC. | 100% OF CONTRACT FOR MONUMENT SIGNS | Equipment | 12,525.00 | 4815 |
| MENO STONE CO., INC. | 75% OF CONTRACT FOR MONUMENT CAPS | Equipment | 3,720.00 | 4815 |
| NORWALK TANK | PIPE & BENDS, COUPLINGS | Economic Incentive | 2,350.04 | 4400 |
| PRESTA CONSTRUCTION | FOOTINGS FOR WELCOME TO DARIEN SIGNS | Equipment | 10,200.00 | 4815 |
| TESTING SERVICES CORP | SPOILS TESTING | Ditch Projects | 1,455.00 | 4376 |
| TESTING SERVICES CORP | SPOILS TESTING | Equipment | <u>499.50</u> | 4815 |
| | | Total Capital Fund Expenditures | <u>52,381.27</u> | |
| | | Total Capital Improvement Fund | <u>52,381.27</u> | |
| Report Total | | | <u><u>166,602.05</u></u> | |



Account number: [REDACTED]

\$ 1105.98

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

[REDACTED]

25030 BEX 2 33712 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



[REDACTED]

BUSINESS CARD STATEMENT

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

ACCOUNT SUMMARY

| | |
|----------------------|---------------------|
| Previous Balance | \$2,030.23 |
| Payment, Credits | -\$2,030.23 |
| Purchases | +\$1,105.98 |
| Cash Advances | \$0.00 |
| Balance Transfers | \$0.00 |
| Fees Charged | \$0.00 |
| Interest Charged | \$0.00 |
| New Balance | \$1,105.98 |
| Opening/Closing Date | 11/03/12 - 12/02/12 |
| Total Credit Line | \$100,000 |
| Available Credit | \$98,894 |
| Cash Access Line | \$20,000 |
| Available for Cash | \$20,000 |

PAYMENT INFORMATION

| | |
|---|------------|
| New Balance | \$1,105.98 |
| Payment Due Date | 12/24/12 |
| Minimum Payment Due | \$221.00 |
| 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 | 49,878 |
| Points earned on purchases this period | 1,106 |
| New total points balance | 50,984 |

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

ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description | \$ Amount |
|---------------------|--|-----------|
| 11/19 | Payment Thank You - Image Check BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) - \$2,030.23 INCLUDING PAYMENTS RECEIVED | -2,030.23 |
| 11/06 | WAL-MART#2215 DARIEN IL 01-40-4217 Plastic Bins | 11.94 |
| 11/19 | BEST BUY MHT 00003160 DOWNERS GROVE IL 6140-4217 Vinzo Casact → | 18.99 |
| 11/19 | OFFICE MAX WOODRIDGE IL 01-40-4217 Storage Boxes | 18.29 |
| 11/20 | BEST BUY MHT 00003160 DOWNERS GROVE IL 0140-4217 DVD's | 45.98 |
| 11/27 | THE HOME DEPOT 1905 DARIEN IL 01-40-4217 Ziplock Ties | 14.04 |
| | SARAH FALCO TRANSACTIONS THIS CYCLE (CARD 4500) \$109.24 | |
| 11/01 | EASTLAND STES HOTEL & CON URBANA IL 01-40-4203 DEAS Cond <i>Returned</i> | 184.80 |
| 11/02 | OFFICE DEPOT #1105 800-463-3768 IL 01-40-4217 <i>Protopin for Enterprise</i> | 37.33 |
| 11/04 | LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 <i>Interactive Int web Services</i> | 74.75 |
| 11/13 | OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 <i>Office Supplies</i> | 34.49 |
| 11/19 | W W GRAINGER 916 877-2022594 IL 01-40-4253 <i>Fingerprinting Wipes</i> | 109.76 |
| 11/27 | COMCAST CHICAGO 800-COMCAST IL 01-40-4207 <i>Internet</i> | 101.90 |
| 11/27 | OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 <i>Office Supplies</i> | 78.67 |
| | CAROL KOPTA TRANSACTIONS THIS CYCLE (CARD 4534) \$621.70 | |
| 11/15 | TESSCO INCORPORATED 800-472-7373 MD 01-40-4815 <i>Car Radio Antenna</i> | 375.04 |
| | JOHN COOPER TRANSACTIONS THIS CYCLE (CARD 4542) \$375.04 | |

| 2012 Totals Year-to-Date | |
|--------------------------------|--------|
| Total fees charged in 2012 | \$0.00 |
| Total interest charged in 2012 | \$0.00 |

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

INTEREST CHARGES

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

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

(v) = Variable Rate

30 Days in Billing Period

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

CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
November 30, 2012

GENERAL FUND - (01)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 896,234 | \$ 8,803,474 | \$ 12,694,067 |
| Expenditures | \$ 991,012 | \$ 6,265,545 | \$ 10,834,371 |

Audited 5/1/12 Opening Fund Balance: \$ 4,108,526
Transfer to Capital Fund \$ (2,800,000)
Current Fund Balance: \$ 3,846,454

WATER FUND - (02)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 16,571 | \$ 3,117,907 | \$ 5,324,219 |
| Expenditures | \$ 588,262 | \$ 3,484,827 | \$ 5,730,642 |

*Audited 5/1/12 Cash Balance \$ 878,155
Current Cash Balance: \$ 511,235

MOTOR FUEL TAX FUND - (03)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 50,924 | \$ 420,896 | \$ 575,000 |
| Expenditures | \$ 33,983 | \$ 250,885 | \$ 536,860 |

Audited 5/1/12 Opening Fund Balance: \$ 209,824
Current Fund Balance: \$ 379,835

WATER DEPRECIATION FUND (12)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 904 | \$ 504,378 | \$ 505,000 |
| Expenditures | \$ 3,431 | \$ 17,931 | \$ 163,500 |

*Audited 5/1/12 Cash Balance \$ 276,274
Current Cash Balance: \$ 762,720

CAPITAL IMPROVEMENT FUND (25)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 96,137 | \$ 5,123,100 | \$ 4,806,194 |
| Expenditures | \$ 31,894 | \$ 2,473,448 | \$ 3,207,744 |

Audited 5/1/12 Opening Fund Balance: \$ 1,864,708
Current Fund Balance: \$ 4,514,360

CAPITAL PROJECTS DEBT SERVICE FUND (35)

| | Current Month <u>Actual</u> | Year To Date <u>Actual</u> | Total <u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue | \$ 13,765 | \$ 495,267 | \$ 494,300 |
| Expenditures | \$ 442,000 | \$ 494,375 | \$ 496,802 |

Audited 5/1/12 Opening Fund Balance: \$ 4,207
Current Fund Balance: \$ 5,099

| | Current Actual Year to Date | Current Budgeted F.Y.E. '13 | Prior Year Actual Through Nov 11 |
|--------------------------|--------------------------------|--------------------------------|-------------------------------------|
| Property Tax Collections | \$ 2,316,666 | \$ 2,319,044 | \$ 2,301,598 |
| Sales Tax Collections | \$ 2,868,282 | \$ 4,900,000 | \$ 2,858,252 |

* Audited cash balance less Accounts Payable at year end

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 11/1/2012 Through 11/30/2012

| | | 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 | 15,607.35 | 0.00 | 1,616,165.87 | 1,617,850.00 | 1,617,850.00 | (1,684.13) | 0.10% |
| Road and Bridge Tax | 3120 | 2,833.17 | 10,000.00 | 191,584.19 | 92,500.00 | 185,000.00 | 6,584.19 | (3.55)% |
| Municipal Utility Tax | 3130 | 66,928.79 | 93,416.67 | 571,250.38 | 653,916.69 | 1,121,000.00 | (549,749.62) | 49.04% |
| Amusement Tax | 3140 | 5,419.10 | 8,333.33 | 49,008.07 | 58,333.31 | 100,000.00 | (50,991.93) | 50.99% |
| Hotel/Motel Tax | 3150 | 3,610.86 | 2,583.33 | 31,541.77 | 18,083.31 | 31,000.00 | 541.77 | (1.74)% |
| Personal Property Tax | 3425 | 0.00 | 416.67 | 2,790.15 | 2,916.69 | 5,000.00 | (2,209.85) | 44.19% |
| Total Taxes | | 94,399.27 | 114,750.00 | 2,462,340.43 | 2,443,600.00 | 3,059,850.00 | (597,509.57) | 19.53% |
| License, Permits, Fees | | | | | | | | |
| Business Licenses | 3210 | 90.00 | 0.00 | 6,820.00 | 0.00 | 40,000.00 | (33,180.00) | 82.95% |
| Liquor License | 3212 | 0.00 | 0.00 | 52,050.00 | 50,000.00 | 50,000.00 | 2,050.00 | (4.10)% |
| Contractor Licenses | 3214 | 570.00 | 500.00 | 11,450.00 | 9,500.00 | 12,000.00 | (550.00) | 4.58% |
| Court Fines | 3216 | 12,231.30 | 12,500.00 | 86,044.59 | 87,500.00 | 150,000.00 | (63,955.41) | 42.63% |
| Towing Fees | 3217 | 9,500.00 | 3,333.33 | 64,300.00 | 23,333.31 | 40,000.00 | 24,300.00 | (60.75)% |
| Ordinance Fines | 3230 | 3,175.00 | 1,250.00 | 16,331.00 | 8,750.00 | 15,000.00 | 1,331.00 | (8.87)% |
| Building Permits and Fees | 3240 | 6,761.00 | 4,000.00 | 107,240.00 | 39,000.00 | 45,000.00 | 62,240.00 | (138.31)% |
| Telecommunication Taxes | 3242 | 77,684.45 | 80,416.67 | 550,612.48 | 562,916.69 | 965,000.00 | (414,387.52) | 42.94% |
| Cable T.V. Franchise Fee | 3244 | 66,330.07 | 26,666.67 | 227,362.56 | 186,666.69 | 320,000.00 | (92,637.44) | 28.94% |
| PEG - Fees - AT&T | 3245 | 0.00 | 0.00 | 25,055.70 | 0.00 | 0.00 | 25,055.70 | 0.00% |
| NICOR Franchise Fee | 3246 | 0.00 | 3,166.67 | 0.00 | 22,166.69 | 38,000.00 | (38,000.00) | 100.00% |
| Public Hearing Fees | 3250 | 0.00 | 416.67 | 3,902.81 | 2,916.69 | 5,000.00 | (1,097.19) | 21.94% |
| Elevator Inspections | 3255 | 0.00 | 333.33 | 2,752.25 | 2,333.31 | 4,000.00 | (1,247.75) | 31.19% |
| Public Improvement Permit Fee | 3260 | 250.00 | 0.00 | 3,740.00 | 0.00 | 0.00 | 3,740.00 | 0.00% |
| Engineering/Prof Fee Reimb | 3265 | 2,791.75 | 1,666.67 | 39,439.04 | 11,666.69 | 20,000.00 | 19,439.04 | (97.19)% |
| Legal Fee Reimbursement | 3266 | (6,668.78) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| D.U.I. Technology Fines | 3267 | 450.00 | 333.33 | 5,801.93 | 2,333.31 | 4,000.00 | 1,801.93 | (45.04)% |
| Police Special Service | 3268 | 13,380.98 | 8,333.33 | 79,329.91 | 58,333.31 | 100,000.00 | (20,670.09) | 20.67% |
| Stormwater Management Fees | 3270 | 0.00 | 0.00 | 1,268.40 | 0.00 | 0.00 | 1,268.40 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-----------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|---------------------|--------------------------|---|
| Total License, Permits, Fees | | <u>186,545.77</u> | <u>142,916.67</u> | <u>1,283,500.67</u> | <u>1,067,416.69</u> | <u>1,808,000.00</u> | <u>(524,499.33)</u> | <u>29.01%</u> |
| Charges for Services | | | | | | | | |
| Inspections/Tap on/Permits | 3320 | 0.00 | 0.00 | 2,450.00 | 0.00 | 0.00 | 2,450.00 | 0.00% |
| Total Charges for Services | | 0.00 | 0.00 | 2,450.00 | 0.00 | 0.00 | 2,450.00 | 0.00% |
| Intergovernmental | | | | | | | | |
| State Income Tax | 3410 | 117,572.48 | 143,559.00 | 1,387,126.14 | 1,004,913.00 | 1,722,708.00 | (335,581.86) | 19.47% |
| Local Use Tax | 3420 | 28,591.13 | 27,975.58 | 191,528.63 | 195,829.06 | 335,707.00 | (144,178.37) | 42.94% |
| Sales Taxes | 3430 | 406,308.70 | 408,333.33 | 2,868,281.88 | 2,858,333.31 | 4,900,000.00 | (2,031,718.12) | 41.46% |
| Total Intergovernmental | | 552,472.31 | 579,867.91 | 4,446,936.65 | 4,059,075.37 | 6,958,415.00 | (2,511,478.35) | 36.09% |
| Other Revenue | | | | | | | | |
| Interest Income | 3510 | 1,855.21 | 1,916.67 | 9,038.88 | 13,416.69 | 23,000.00 | (13,961.12) | 60.70% |
| Gain/Loss on Investment | 3515 | 5.38 | 0.00 | 11.02 | 0.00 | 0.00 | 11.02 | 0.00% |
| Water Share Expense | 3520 | 20,833.34 | 20,833.33 | 145,833.38 | 145,833.31 | 250,000.00 | (104,166.62) | 41.66% |
| Police Report/Prints | 3534 | 445.00 | 375.00 | 3,110.00 | 2,625.00 | 4,500.00 | (1,390.00) | 30.88% |
| Reimbursement-Rear Yard Drain | 3541 | 0.00 | 0.00 | 2,638.65 | 0.00 | 0.00 | 2,638.65 | 0.00% |
| Street Recon Prog - Reimb | 3550 | (85,484.89) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% |
| Rents | 3561 | 14,370.34 | 19,941.83 | 112,852.50 | 139,592.81 | 239,302.00 | (126,449.50) | 52.84% |
| Other Reimbursements | 3562 | 72,008.40 | 5,416.67 | 86,581.06 | 37,916.69 | 65,000.00 | 21,581.06 | (33.20)% |
| Mail Box Reimbursement Program | 3569 | 73.58 | 0.00 | 1,852.49 | 0.00 | 0.00 | 1,852.49 | 0.00% |
| Sales of Wood Chips | 3572 | 0.00 | 0.00 | 3,890.00 | 0.00 | 0.00 | 3,890.00 | 0.00% |
| Sale of Property | 3573 | 0.00 | 0.00 | 1,994.50 | 0.00 | 0.00 | 1,994.50 | 0.00% |
| Sale of Equipment | 3575 | 0.00 | 2,083.33 | 24,407.82 | 14,583.31 | 25,000.00 | (592.18) | 2.36% |
| Miscellaneous Revenue | 3580 | 25,955.97 | 8,750.00 | 35,190.65 | 61,250.00 | 105,000.00 | (69,809.35) | 66.48% |
| Transfer from Other Funds | 3612 | 0.00 | 0.00 | 92,860.00 | 0.00 | 0.00 | 92,860.00 | 0.00% |
| Total Other Revenue | | 50,062.33 | 59,316.83 | 520,260.95 | 415,217.81 | 711,802.00 | (191,541.05) | 26.91% |
| Total Revenue | | 883,479.68 | 896,851.41 | 8,715,488.70 | 7,985,309.87 | 12,538,067.00 | (3,822,578.30) | 30.49% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 11/1/2012 Through 11/30/2012

| | | 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 | 14,447.47 | 0.00 | 3,083,293.42 | 2,850,000.00 | 5,308,219.00 | (2,224,925.58) | 41.91% |
| Inspections/Tap on/Permits | 3320 | 697.42 | 333.33 | 14,225.84 | 2,333.31 | 4,000.00 | 10,225.84 | (255.64)% |
| Sale of Meters | 3325 | 175.00 | 291.67 | 4,078.00 | 2,041.69 | 3,500.00 | 578.00 | (16.51)% |
| Other Water Sales | 3390 | 0.00 | 375.00 | 465.30 | 2,625.00 | 4,500.00 | (4,034.70) | 89.66% |
| Total Charges for Services | | <u>15,319.89</u> | <u>1,000.00</u> | <u>3,102,062.56</u> | <u>2,857,000.00</u> | <u>5,320,219.00</u> | <u>(2,218,156.44)</u> | <u>41.69%</u> |
| Other Revenue | | | | | | | | |
| Interest Income | 3510 | 1,251.48 | 333.33 | 6,692.76 | 2,333.31 | 4,000.00 | 2,692.76 | (67.31)% |
| Other Reimbursements | 3562 | 0.00 | 0.00 | 9,151.20 | 0.00 | 0.00 | 9,151.20 | 0.00% |
| Total Other Revenue | | <u>1,251.48</u> | <u>333.33</u> | <u>15,843.96</u> | <u>2,333.31</u> | <u>4,000.00</u> | <u>11,843.96</u> | <u>(296.10)%</u> |
| Total Revenue | | <u>16,571.37</u> | <u>1,333.33</u> | <u>3,117,906.52</u> | <u>2,859,333.31</u> | <u>5,324,219.00</u> | <u>(2,206,312.48)</u> | <u>41.44%</u> |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 11/1/2012 Through 11/30/2012

| | 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 44,758.59 | 47,916.67 | 310,691.07 | 335,416.69 | 575,000.00 | (264,308.93) | 45.96% |
| Total Intergovernmental | 44,758.59 | 47,916.67 | 310,691.07 | 335,416.69 | 575,000.00 | (264,308.93) | 45.97% |
| Other Revenue | | | | | | | |
| Interest Income | 3510 375.87 | 0.00 | 1,863.30 | 0.00 | 0.00 | 1,863.30 | 0.00% |
| Grants | 3560 0.00 | 0.00 | 102,552.00 | 0.00 | 0.00 | 102,552.00 | 0.00% |
| Miscellaneous Revenue | 3580 5,790.00 | 0.00 | 5,790.00 | 0.00 | 0.00 | 5,790.00 | 0.00% |
| Total Other Revenue | 6,165.87 | 0.00 | 110,205.30 | 0.00 | 0.00 | 110,205.30 | 0.00% |
| Total Revenue | 50,924.46 | 47,916.67 | 420,896.37 | 335,416.69 | 575,000.00 | (154,103.63) | 26.80% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Impact Fee Agency Fund
From 11/1/2012 Through 11/30/2012

| | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|---------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue | | | | | | | |
| Other Revenue | | | | | | | |
| Interest Income | 3510 15.42 | 0.00 | 111.17 | 0.00 | 0.00 | 111.17 | 0.00% |
| Total Other Revenue | 15.42 | 0.00 | 111.17 | 0.00 | 0.00 | 111.17 | 0.00% |
| Total Revenue | 15.42 | 0.00 | 111.17 | 0.00 | 0.00 | 111.17 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 11/1/2012 Through 11/30/2012

| | 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 99.39 | 0.00 | 5,031.12 | 2,500.00 | 5,000.00 | 31.12 | (0.62)% |
| Total Taxes | 99.39 | 0.00 | 5,031.12 | 2,500.00 | 5,000.00 | 31.12 | (0.62)% |
| Other Revenue | | | | | | | |
| Interest Income | 3510 13.97 | 0.00 | 87.41 | 0.00 | 0.00 | 87.41 | 0.00% |
| Total Other Revenue | 13.97 | 0.00 | 87.41 | 0.00 | 0.00 | 87.41 | 0.00% |
| Total Revenue | 113.36 | 0.00 | 5,118.53 | 2,500.00 | 5,000.00 | 118.53 | (2.37)% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Forfeiture Fund
From 11/1/2012 Through 11/30/2012

| | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|---------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue | | | | | | | |
| Other Revenue | | | | | | | |
| Interest Income | 3510 6.13 | 0.00 | 68.21 | 0.00 | 0.00 | 68.21 | 0.00% |
| Total Other Revenue | 6.13 | 0.00 | 68.21 | 0.00 | 0.00 | 68.21 | 0.00% |
| Total Revenue | 6.13 | 0.00 | 68.21 | 0.00 | 0.00 | 68.21 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 11/1/2012 Through 11/30/2012

| | 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 901.93 | 416.67 | 4,370.22 | 2,916.69 | 5,000.00 | (629.78) | 12.59% |
| Gain/Loss on Investment | 3515 2.30 | 0.00 | 7.36 | 0.00 | 0.00 | 7.36 | 0.00% |
| Transfer from Water Fund | 3610 0.00 | 0.00 | 500,000.00 | 500,000.00 | 500,000.00 | 0.00 | 0.00% |
| Total Other Revenue | <u>904.23</u> | <u>416.67</u> | <u>504,377.58</u> | <u>502,916.69</u> | <u>505,000.00</u> | <u>(622.42)</u> | <u>0.12%</u> |
| Total Revenue | 904.23 | 416.67 | 504,377.58 | 502,916.69 | 505,000.00 | (622.42) | 0.12% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Darien Area Dispatch Center
From 11/1/2012 Through 11/30/2012

| | 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 365.27 | 0.00 | 3,574.24 | 0.00 | 0.00 | 3,574.24 | 0.00% |
| Total Other Revenue | 365.27 | 0.00 | 3,574.24 | 0.00 | 0.00 | 3,574.24 | 0.00% |
| Total Revenue | 365.27 | 0.00 | 3,574.24 | 0.00 | 0.00 | 3,574.24 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Seizures Fund
From 11/1/2012 Through 11/30/2012

| | 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 26.66 | 0.00 | 192.05 | 0.00 | 0.00 | 192.05 | 0.00% |
| Total Other Revenue | 26.66 | 0.00 | 192.05 | 0.00 | 0.00 | 192.05 | 0.00% |
| Total Revenue | 26.66 | 0.00 | 192.05 | 0.00 | 0.00 | 192.05 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 11/1/2012 Through 11/30/2012

| | 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 5,425.62 | 0.00 | 201,983.52 | 101,194.00 | 202,194.00 | (210.48) | 0.10% |
| Total Taxes | 5,425.62 | 0.00 | 201,983.52 | 101,194.00 | 202,194.00 | (210.48) | 0.10% |
| Other Revenue | | | | | | | |
| Interest Income | 3510 5,226.85 | 333.33 | 30,695.14 | 2,333.31 | 4,000.00 | 26,695.14 | (667.37)% |
| Street Recon Prog - Reimb | 3550 85,484.89 | 0.00 | 85,484.89 | 0.00 | 0.00 | 85,484.89 | 0.00% |
| Residential Concrete Reimb | 3563 0.00 | 0.00 | 54,936.37 | 0.00 | 0.00 | 54,936.37 | 0.00% |
| Sale of Property | 3573 0.00 | 0.00 | 1,950,000.00 | 1,800,000.00 | 1,800,000.00 | 150,000.00 | (8.33)% |
| Transfer from Other Funds | 3612 0.00 | 0.00 | 2,800,000.00 | 2,800,000.00 | 2,800,000.00 | 0.00 | 0.00% |
| Total Other Revenue | 90,711.74 | 333.33 | 4,921,116.40 | 4,602,333.31 | 4,604,000.00 | 317,116.40 | (6.89)% |
| Total Revenue | 96,137.36 | 333.33 | 5,123,099.92 | 4,703,527.31 | 4,806,194.00 | 316,905.92 | (6.59)% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Debt Service Fund
From 11/1/2012 Through 11/30/2012

| | 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 13,255.89 | 0.00 | 493,485.76 | 250,000.00 | 494,000.00 | (514.24) | 0.10% |
| Total Taxes | 13,255.89 | 0.00 | 493,485.76 | 250,000.00 | 494,000.00 | (514.24) | 0.10% |
| Other Revenue | | | | | | | |
| Interest Income | 3510 509.00 | 25.00 | 1,781.42 | 175.00 | 300.00 | 1,481.42 | (493.80)% |
| Total Other Revenue | 509.00 | 25.00 | 1,781.42 | 175.00 | 300.00 | 1,481.42 | (493.81)% |
| Total Revenue | 13,764.89 | 25.00 | 495,267.18 | 250,175.00 | 494,300.00 | 967.18 | (0.20)% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Business District
General Fund
From 11/1/2012 Through 11/30/2012

| | 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 11,950.00 | 11,916.67 | 83,995.63 | 83,416.69 | 143,000.00 | (59,004.37) | 41.26% |
| Maintenance - Reimbursable | 3567 289.75 | 1,083.33 | 2,028.25 | 7,583.31 | 13,000.00 | (10,971.75) | 84.39% |
| Operations Revenue | 3576 514.39 | 0.00 | 1,960.91 | 0.00 | 0.00 | 1,960.91 | 0.00% |
| Total Other Revenue | <u>12,754.14</u> | <u>13,000.00</u> | <u>87,984.79</u> | <u>91,000.00</u> | <u>156,000.00</u> | <u>(68,015.21)</u> | <u>43.60%</u> |
| Total Revenue | 12,754.14 | 13,000.00 | 87,984.79 | 91,000.00 | 156,000.00 | (68,015.21) | 43.60% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Salaries | | | | | | | | |
| Salaries | 4010 | 57,833.50 | 34,885.00 | 287,068.49 | 261,633.00 | 453,500.00 | 166,431.51 | 36.69% |
| Overtime | 4030 | 0.00 | 0.00 | 0.00 | 2,000.00 | 2,000.00 | 2,000.00 | 100.00% |
| Total Salaries | | 57,833.50 | 34,885.00 | 287,068.49 | 263,633.00 | 455,500.00 | 168,431.51 | 36.98% |
| Benefits | | | | | | | | |
| Social Security | 4110 | 2,492.73 | 1,927.00 | 15,299.03 | 14,453.00 | 25,056.00 | 9,756.97 | 38.94% |
| Medicare | 4111 | 852.49 | 510.00 | 4,208.02 | 3,825.00 | 6,634.00 | 2,425.98 | 36.56% |
| I.M.R.F. | 4115 | 7,584.44 | 4,448.00 | 37,725.25 | 33,360.00 | 57,828.00 | 20,102.75 | 34.76% |
| Medical/Life Insurance | 4120 | 5,033.30 | 5,057.50 | 34,992.04 | 35,402.50 | 60,690.00 | 25,697.96 | 42.34% |
| Supplemental Pensions | 4135 | 2,862.21 | 1,998.67 | 15,265.12 | 13,990.69 | 23,984.00 | 8,718.88 | 36.35% |
| Total Benefits | | 18,825.17 | 13,941.17 | 107,489.46 | 101,031.19 | 174,192.00 | 66,702.54 | 38.29% |
| Materials and Supplies | | | | | | | | |
| Dues and Subscriptions | 4213 | 213.00 | 200.00 | 1,375.02 | 1,400.00 | 2,400.00 | 1,024.98 | 42.70% |
| Liability Insurance | 4219 | 109.17 | 2,343.33 | 238.17 | 16,403.31 | 48,120.00 | 47,881.83 | 99.50% |
| Legal Notices | 4221 | 1,390.72 | 666.67 | 3,230.71 | 4,666.69 | 8,000.00 | 4,769.29 | 59.61% |
| Maintenance - Building | 4223 | 491.18 | 866.67 | 1,749.57 | 6,066.69 | 10,400.00 | 8,650.43 | 83.17% |
| Maintenance - Equipment | 4225 | 492.00 | 1,083.33 | 1,758.10 | 7,583.31 | 13,000.00 | 11,241.90 | 86.47% |
| Maintenance - Grounds | 4227 | 35.35 | 583.33 | 4,165.56 | 4,083.31 | 7,000.00 | 2,834.44 | 40.49% |
| Postage/Mailings | 4233 | 0.00 | 433.33 | 3,167.20 | 3,033.31 | 5,200.00 | 2,032.80 | 39.09% |
| Printing and Forms | 4235 | 177.00 | 333.33 | 1,271.98 | 2,333.31 | 4,000.00 | 2,728.02 | 68.20% |
| Public Relations | 4239 | 0.00 | 2,416.67 | 10,035.81 | 16,916.69 | 29,000.00 | 18,964.19 | 65.39% |
| Rent - Equipment | 4243 | 8.39 | 200.00 | 1,241.75 | 1,400.00 | 2,400.00 | 1,158.25 | 48.26% |
| Supplies - Office | 4253 | 1,266.55 | 916.67 | 4,432.37 | 6,416.69 | 11,000.00 | 6,567.63 | 59.70% |
| Supplies - Other | 4257 | 0.00 | 104.17 | 41.95 | 729.19 | 1,250.00 | 1,208.05 | 96.64% |
| Training and Education | 4263 | 0.00 | 375.00 | 801.00 | 2,625.00 | 4,500.00 | 3,699.00 | 82.20% |
| Travel/Meetings | 4265 | 60.00 | 166.67 | 138.17 | 1,166.69 | 2,000.00 | 1,861.83 | 93.09% |
| Telephone | 4267 | 3,225.29 | 5,208.33 | 21,356.94 | 36,458.31 | 62,500.00 | 41,143.06 | 65.82% |
| Utilities (Elec,Gas,Wtr,Sewer) | 4271 | 209.66 | 291.67 | 922.43 | 2,041.69 | 3,500.00 | 2,577.57 | 73.64% |
| Vehicle (Gas and Oil) | 4273 | 269.27 | 658.33 | 3,063.91 | 4,608.31 | 7,900.00 | 4,836.09 | 61.21% |
| ESDA | 4279 | 0.00 | 0.00 | 360.00 | 2,000.00 | 2,000.00 | 1,640.00 | 82.00% |
| Total Materials and Supplies | | 7,947.58 | 16,847.50 | 59,350.64 | 119,932.50 | 224,170.00 | 164,819.36 | 73.52% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 11/1/2012 Through 11/30/2012

| | | 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 | 12,200.00 | 12,000.00 | 12,000.00 | (200.00) | (1.66)% |
| Consulting/Professional | 4325 | 9,339.00 | 7,192.08 | 47,536.05 | 50,344.56 | 86,305.00 | 38,768.95 | 44.92% |
| Conslt/Prof Reimbursable | 4328 | 0.00 | 0.00 | 721.95 | 0.00 | 0.00 | (721.95) | 0.00% |
| Contingency | 4330 | 0.00 | 833.33 | 1,296.00 | 5,833.31 | 10,000.00 | 8,704.00 | 87.04% |
| Janitorial Service | 4345 | 1,182.00 | 1,375.00 | 7,092.00 | 9,625.00 | 16,500.00 | 9,408.00 | 57.01% |
| Total Contractual | | 10,521.00 | 9,400.41 | 68,846.00 | 77,802.87 | 124,805.00 | 55,959.00 | 44.84% |
| Other Charges | | | | | | | | |
| Transfer to Other Funds | 4605 | 0.00 | 0.00 | 2,800,000.00 | 2,800,000.00 | 2,800,000.00 | 0.00 | 0.00% |
| Total Other Charges | | 0.00 | 0.00 | 2,800,000.00 | 2,800,000.00 | 2,800,000.00 | 0.00 | 0.00% |
| Total Expenditures | | 95,127.25 | 75,074.08 | 3,322,754.59 | 3,362,399.56 | 3,778,667.00 | 455,912.41 | 12.07% |
| Total | | (95,127.25) | (75,074.08) | (3,322,754.59) | (3,362,399.56) | (3,778,667.00) | (455,912.41) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 11/1/2012 Through 11/30/2012

| | | 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 | 24,937.50 | 24,937.50 | 42,750.00 | 17,812.50 | 41.66% |
| Total Salaries | | 3,562.50 | 3,562.50 | 24,937.50 | 24,937.50 | 42,750.00 | 17,812.50 | 41.67% |
| Benefits | | | | | | | | |
| Social Security | 4110 | 220.88 | 220.92 | 1,546.16 | 1,546.44 | 2,651.00 | 1,104.84 | 41.67% |
| Medicare | 4111 | 51.67 | 51.67 | 361.69 | 361.69 | 620.00 | 258.31 | 41.66% |
| Total Benefits | | 272.55 | 272.59 | 1,907.85 | 1,908.13 | 3,271.00 | 1,363.15 | 41.67% |
| Materials and Supplies | | | | | | | | |
| Boards and Commissions | 4205 | 241.56 | 208.33 | 570.06 | 1,458.31 | 2,500.00 | 1,929.94 | 77.19% |
| Cable Operations | 4206 | 0.00 | 1,875.00 | 0.00 | 13,125.00 | 22,500.00 | 22,500.00 | 100.00% |
| Dues and Subscriptions | 4213 | 0.00 | 0.00 | 0.00 | 100.00 | 100.00 | 100.00 | 100.00% |
| Liability Insurance | 4219 | 1,962.26 | 3,494.17 | 18,910.55 | 24,459.19 | 41,930.00 | 23,019.45 | 54.89% |
| Public Relations | 4239 | 190.00 | 166.67 | 1,272.70 | 1,166.69 | 2,000.00 | 727.30 | 36.36% |
| Supplies - Other | 4257 | 0.00 | 0.00 | 45.03 | 0.00 | 0.00 | (45.03) | 0.00% |
| Travel/Meetings | 4265 | 0.00 | 0.00 | 85.00 | 500.00 | 1,000.00 | 915.00 | 91.50% |
| Total Materials and Supplies | | 2,393.82 | 5,744.17 | 20,883.34 | 40,809.19 | 70,030.00 | 49,146.66 | 70.18% |
| Contractual | | | | | | | | |
| Consulting/Professional | 4325 | 175.00 | 1,250.00 | 540.50 | 8,750.00 | 15,000.00 | 14,459.50 | 96.39% |
| Trolley Contracts | 4366 | 0.00 | 900.00 | 0.00 | 900.00 | 900.00 | 900.00 | 100.00% |
| Total Contractual | | 175.00 | 2,150.00 | 540.50 | 9,650.00 | 15,900.00 | 15,359.50 | 96.60% |
| Total Expenditures | | 6,403.87 | 11,729.26 | 48,269.19 | 77,304.82 | 131,951.00 | 83,681.81 | 63.42% |
| Total | | (6,403.87) | (11,729.26) | (48,269.19) | (77,304.82) | (131,951.00) | (83,681.81) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Salaries | | | | | | | | |
| Salaries | 4010 | 34,013.60 | 21,370.00 | 172,325.89 | 160,275.00 | 277,807.00 | 105,481.11 | 37.96% |
| Overtime | 4030 | 0.00 | 41.67 | 0.00 | 291.69 | 500.00 | 500.00 | 100.00% |
| Total Salaries | | <u>34,013.60</u> | <u>21,411.67</u> | <u>172,325.89</u> | <u>160,566.69</u> | <u>278,307.00</u> | <u>105,981.11</u> | <u>38.08%</u> |
| Benefits | | | | | | | | |
| Social Security | 4110 | 1,389.60 | 1,186.00 | 9,685.84 | 8,895.00 | 15,416.00 | 5,730.16 | 37.17% |
| Medicare | 4111 | 482.22 | 312.00 | 2,422.44 | 2,340.00 | 4,057.00 | 1,634.56 | 40.28% |
| I.M.R.F. | 4115 | 4,292.49 | 2,947.33 | 21,782.99 | 20,631.31 | 35,368.00 | 13,585.01 | 38.41% |
| Medical/Life Insurance | 4120 | 3,200.54 | 3,210.17 | 22,250.50 | 22,471.19 | 38,522.00 | 16,271.50 | 42.23% |
| Supplemental Pensions | 4135 | 415.35 | 300.00 | 2,215.20 | 2,100.00 | 3,600.00 | 1,384.80 | 38.46% |
| Total Benefits | | <u>9,780.20</u> | <u>7,955.50</u> | <u>58,356.97</u> | <u>56,437.50</u> | <u>96,963.00</u> | <u>38,606.03</u> | <u>39.82%</u> |
| Materials and Supplies | | | | | | | | |
| Boards and Commissions | 4205 | 430.00 | 200.00 | 979.00 | 1,400.00 | 2,400.00 | 1,421.00 | 59.20% |
| Dues and Subscriptions | 4213 | 0.00 | 62.50 | 453.00 | 437.50 | 750.00 | 297.00 | 39.60% |
| Liability Insurance | 4219 | 1,417.50 | 3,461.67 | 5,985.00 | 24,231.69 | 41,540.00 | 35,555.00 | 85.59% |
| Maintenance - Vehicles | 4229 | 0.00 | 100.00 | 215.00 | 700.00 | 1,200.00 | 985.00 | 82.08% |
| Printing and Forms | 4235 | 0.00 | 219.92 | 985.00 | 1,539.44 | 2,639.00 | 1,654.00 | 62.67% |
| Supplies - Office | 4253 | 0.00 | 37.50 | 0.00 | 262.50 | 450.00 | 450.00 | 100.00% |
| Training and Education | 4263 | 0.00 | 41.67 | 0.00 | 291.69 | 500.00 | 500.00 | 100.00% |
| Travel/Meetings | 4265 | 0.00 | 116.67 | 80.00 | 816.69 | 1,400.00 | 1,320.00 | 94.28% |
| Vehicle (Gas and Oil) | 4273 | 90.88 | 166.25 | 801.37 | 1,163.75 | 1,995.00 | 1,193.63 | 59.83% |
| Total Materials and Supplies | | <u>1,938.38</u> | <u>4,406.18</u> | <u>9,498.37</u> | <u>30,843.26</u> | <u>52,874.00</u> | <u>43,375.63</u> | <u>82.04%</u> |
| Contractual | | | | | | | | |
| Consulting/Professional | 4325 | 9,621.00 | 2,455.58 | 30,856.52 | 17,189.06 | 29,467.00 | (1,389.52) | (4.71)% |
| Conslt/Prof Reimbursable | 4328 | 1,920.00 | 4,528.92 | 27,660.93 | 31,702.44 | 54,347.00 | 26,686.07 | 49.10% |
| Total Contractual | | <u>11,541.00</u> | <u>6,984.50</u> | <u>58,517.45</u> | <u>48,891.50</u> | <u>83,814.00</u> | <u>25,296.55</u> | <u>30.18%</u> |
| Total Expenditures | | <u>57,273.18</u> | <u>40,757.85</u> | <u>298,698.68</u> | <u>296,738.95</u> | <u>511,958.00</u> | <u>213,259.32</u> | <u>41.66%</u> |
| Total | | (57,273.18) | (40,757.85) | (298,698.68) | (296,738.95) | (511,958.00) | (213,259.32) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Salaries | | | | | | | | |
| Salaries | 4010 | 78,670.48 | 38,386.00 | 319,541.14 | 287,895.00 | 499,022.00 | 179,480.86 | 35.96% |
| Overtime | 4030 | 3,315.82 | 6,666.67 | 19,480.47 | 46,666.69 | 80,000.00 | 60,519.53 | 75.64% |
| Total Salaries | | 81,986.30 | 45,052.67 | 339,021.61 | 334,561.69 | 579,022.00 | 240,000.39 | 41.45% |
| Benefits | | | | | | | | |
| Social Security | 4110 | 6,496.38 | 4,400.00 | 30,973.97 | 33,000.00 | 57,204.00 | 26,230.03 | 45.85% |
| Medicare | 4111 | 1,519.35 | 1,029.00 | 7,246.00 | 7,718.00 | 13,378.00 | 6,132.00 | 45.83% |
| I.M.R.F. | 4115 | 13,632.73 | 8,481.00 | 63,540.19 | 63,607.00 | 110,251.00 | 46,710.81 | 42.36% |
| Medical/Life Insurance | 4120 | 10,969.41 | 13,039.08 | 65,816.45 | 91,273.56 | 156,469.00 | 90,652.55 | 57.93% |
| Supplemental Pensions | 4135 | 276.90 | 200.00 | 1,476.80 | 1,400.00 | 2,400.00 | 923.20 | 38.46% |
| Total Benefits | | 32,894.77 | 27,149.08 | 169,053.41 | 196,998.56 | 339,702.00 | 170,648.59 | 50.23% |
| Materials and Supplies | | | | | | | | |
| Liability Insurance | 4219 | 1,626.95 | 4,761.83 | 8,819.20 | 33,332.81 | 57,142.00 | 48,322.80 | 84.56% |
| Maintenance - Building | 4223 | 1,734.57 | 6,748.83 | 22,833.08 | 47,241.81 | 80,986.00 | 58,152.92 | 71.80% |
| Maintenance - Equipment | 4225 | 590.66 | 1,754.17 | 10,556.77 | 12,279.19 | 21,050.00 | 10,493.23 | 49.84% |
| Maintenance - Vehicles | 4229 | 2,241.52 | 2,541.67 | 14,466.07 | 17,791.69 | 30,500.00 | 16,033.93 | 52.57% |
| Postage/Mailings | 4233 | 0.00 | 83.33 | 810.00 | 583.31 | 1,000.00 | 190.00 | 19.00% |
| Rent - Equipment | 4243 | 1,525.00 | 1,912.50 | 5,126.25 | 13,387.50 | 22,950.00 | 17,823.75 | 77.66% |
| Supplies - Office | 4253 | 0.00 | 131.25 | 1,721.12 | 918.75 | 1,575.00 | (146.12) | (9.27)% |
| Supplies - Other | 4257 | 4,122.55 | 3,341.66 | 14,601.68 | 23,341.62 | 40,050.00 | 25,448.32 | 63.54% |
| Small Tools & Equipment | 4259 | 175.46 | 320.83 | 1,385.76 | 2,245.81 | 3,850.00 | 2,464.24 | 64.00% |
| Training and Education | 4263 | 299.00 | 472.92 | 789.00 | 3,310.44 | 5,675.00 | 4,886.00 | 86.09% |
| Uniforms | 4269 | 653.70 | 536.67 | 2,382.66 | 3,756.69 | 6,440.00 | 4,057.34 | 63.00% |
| Utilities (Elec,Gas,Wtr,Sewer) | 4271 | 81.60 | 304.17 | 366.80 | 2,129.19 | 3,650.00 | 3,283.20 | 89.95% |
| Vehicle (Gas and Oil) | 4273 | 4,866.40 | 8,079.17 | 33,248.17 | 56,554.19 | 96,950.00 | 63,701.83 | 65.70% |
| Total Materials and Supplies | | 17,917.41 | 30,989.00 | 117,106.56 | 216,873.00 | 371,818.00 | 254,711.44 | 68.50% |
| Contractual | | | | | | | | |
| Consulting/Professional | 4325 | 0.00 | 4,133.33 | 5,463.55 | 28,933.31 | 49,600.00 | 44,136.45 | 88.98% |
| Forestry | 4350 | 2,363.95 | 3,080.00 | 9,970.35 | 21,560.00 | 36,960.00 | 26,989.65 | 73.02% |
| Street Light Oper & Maint. | 4359 | 16,951.91 | 7,850.00 | 42,956.83 | 54,950.00 | 94,200.00 | 51,243.17 | 54.39% |
| Mosquito Abatement | 4365 | 0.00 | 0.00 | 40,887.00 | 40,887.00 | 40,887.00 | 0.00 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-----------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Street Sweeping | 4373 | 285.00 | 0.00 | 9,874.00 | 33,435.00 | 33,435.00 | 23,561.00 | 70.46% |
| Drainage Projects | 4374 | 225.50 | 0.00 | 22,050.69 | 34,500.00 | 34,500.00 | 12,449.31 | 36.08% |
| Tree Trim/Removal | 4375 | 0.00 | 27,702.00 | 4,852.50 | 127,702.00 | 127,702.00 | 122,849.50 | 96.20% |
| Total Contractual | | 19,826.36 | 42,765.33 | 136,054.92 | 341,967.31 | 417,284.00 | 281,229.08 | 67.40% |
| Capital Outlay | | | | | | | | |
| Reimb - Priv Dev Drain Proj | 4377 | 0.00 | 0.00 | 850.00 | 0.00 | 0.00 | (850.00) | 0.00% |
| Rear Yard Drain Proj-Reimb | 4378 | 511.00 | 0.00 | 511.00 | 0.00 | 0.00 | (511.00) | 0.00% |
| Equipment | 4815 | 0.00 | 0.00 | 29,066.50 | 152,000.00 | 152,000.00 | 122,933.50 | 80.87% |
| Total Capital Outlay | | 511.00 | 0.00 | 30,427.50 | 152,000.00 | 152,000.00 | 121,572.50 | 79.98% |
| Total Expenditures | | 153,135.84 | 145,956.08 | 791,664.00 | 1,242,400.56 | 1,859,826.00 | 1,068,162.00 | 57.43% |
| Total | | (153,135.84) | (145,956.08) | (791,664.00) | (1,242,400.56) | (1,859,826.00) | (1,068,162.00) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|---------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Salaries | | | | | | | | |
| Salaries | 4010 | 52,816.01 | 32,615.00 | 260,958.51 | 244,613.00 | 423,999.00 | 163,040.49 | 38.45% |
| Salaries - Officers | 4020 | 381,679.71 | 259,623.00 | 1,966,118.83 | 1,947,172.00 | 3,375,097.00 | 1,408,978.17 | 41.74% |
| Overtime | 4030 | 53,544.64 | 39,154.00 | 240,666.40 | 293,655.00 | 509,000.00 | 268,333.60 | 52.71% |
| Federal Unemployment | 4040 | 210.77 | 0.00 | 210.77 | 0.00 | 0.00 | (210.77) | 0.00% |
| Total Salaries | | 488,251.13 | 331,392.00 | 2,467,954.51 | 2,485,440.00 | 4,308,096.00 | 1,840,141.49 | 42.71% |
| Benefits | | | | | | | | |
| Social Security | 4110 | 3,321.66 | 2,353.50 | 16,605.21 | 16,474.50 | 28,242.00 | 11,636.79 | 41.20% |
| Medicare | 4111 | 6,087.15 | 4,583.33 | 30,593.74 | 32,083.31 | 55,000.00 | 24,406.26 | 44.37% |
| I.M.R.F. | 4115 | 7,915.52 | 4,455.67 | 41,462.82 | 31,189.69 | 53,468.00 | 12,005.18 | 22.45% |
| Medical/Life Insurance | 4120 | 37,065.85 | 42,134.50 | 258,128.45 | 294,941.50 | 505,614.00 | 247,485.55 | 48.94% |
| Police Pension | 4130 | 16,023.88 | 0.00 | 1,081,526.09 | 541,295.00 | 1,082,589.00 | 1,062.91 | 0.09% |
| Supplemental Pensions | 4135 | 5,227.65 | 4,400.00 | 27,880.80 | 30,800.00 | 52,800.00 | 24,919.20 | 47.19% |
| Total Benefits | | 75,641.71 | 57,927.00 | 1,456,197.11 | 946,784.00 | 1,777,713.00 | 321,515.89 | 18.09% |
| Materials and Supplies | | | | | | | | |
| Animal Control | 4201 | 65.00 | 125.00 | 190.00 | 875.00 | 1,500.00 | 1,310.00 | 87.33% |
| Auxiliary Police | 4203 | 41.90 | 700.00 | 2,772.13 | 4,900.00 | 8,400.00 | 5,627.87 | 66.99% |
| Boards and Commissions | 4205 | 8,995.38 | 3,416.67 | 15,729.31 | 23,916.69 | 41,000.00 | 25,270.69 | 61.63% |
| Dues and Subscriptions | 4213 | 460.00 | 308.33 | 1,096.50 | 2,158.31 | 3,700.00 | 2,603.50 | 70.36% |
| Investigation and Equipment | 4217 | 752.07 | 4,136.58 | 4,627.08 | 28,956.06 | 49,639.00 | 45,011.92 | 90.67% |
| Liability Insurance | 4219 | 7,098.74 | 16,899.17 | 38,769.06 | 118,294.19 | 202,790.00 | 164,020.94 | 80.88% |
| Maintenance - Building | 4223 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | (100.00) | 0.00% |
| Maintenance - Equipment | 4225 | 636.54 | 2,681.92 | 16,652.78 | 18,773.44 | 32,183.00 | 15,530.22 | 48.25% |
| Maintenance - Vehicles | 4229 | 3,598.13 | 2,166.67 | 18,300.83 | 15,166.69 | 26,000.00 | 7,699.17 | 29.61% |
| Postage/Mailings | 4233 | 47.71 | 341.67 | 2,175.66 | 2,391.69 | 4,100.00 | 1,924.34 | 46.93% |
| Printing and Forms | 4235 | 153.00 | 375.00 | 628.02 | 2,625.00 | 4,500.00 | 3,871.98 | 86.04% |
| Public Relations | 4239 | 1,621.09 | 1,229.17 | 3,623.59 | 8,604.19 | 14,750.00 | 11,126.41 | 75.43% |
| Rent - Equipment | 4243 | 0.00 | 14,252.75 | 164,749.64 | 99,769.25 | 171,033.00 | 6,283.36 | 3.67% |
| Supplies - Office | 4253 | 308.25 | 583.33 | 2,964.96 | 4,083.31 | 7,000.00 | 4,035.04 | 57.64% |
| Training and Education | 4263 | 235.00 | 1,666.67 | 6,040.00 | 11,666.69 | 20,000.00 | 13,960.00 | 69.80% |
| Travel/Meetings | 4265 | 135.60 | 733.33 | 1,500.05 | 5,133.31 | 8,800.00 | 7,299.95 | 82.95% |
| Telephone | 4267 | 902.21 | 1,075.00 | 5,415.36 | 7,525.00 | 12,900.00 | 7,484.64 | 58.02% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-----------------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Uniforms | 4269 | 2,504.65 | 3,412.50 | 11,316.99 | 23,887.50 | 40,950.00 | 29,633.01 | 72.36% |
| Utilities (Elec,Gas,Wtr,Sewer) | 4271 | 642.33 | 833.33 | 1,482.68 | 5,833.31 | 10,000.00 | 8,517.32 | 85.17% |
| Vehicle (Gas and Oil) | 4273 | 9,626.88 | 11,386.42 | 63,579.65 | 79,704.94 | 136,637.00 | 73,057.35 | 53.46% |
| Total Materials and Supplies | | 37,824.48 | 66,323.51 | 361,714.29 | 464,264.57 | 795,882.00 | 434,167.71 | 54.55% |
| Contractual | | | | | | | | |
| Consulting/Professional | 4325 | 76,031.00 | 29,745.00 | 253,927.00 | 208,215.00 | 356,940.00 | 103,013.00 | 28.86% |
| Dumeg/Fiat/Child Center | 4337 | 0.00 | 2,186.67 | 26,240.00 | 15,306.69 | 26,240.00 | 0.00 | 0.00% |
| Total Contractual | | 76,031.00 | 31,931.67 | 280,167.00 | 223,521.69 | 383,180.00 | 103,013.00 | 26.88% |
| Capital Outlay | | | | | | | | |
| Equipment | 4815 | 593.00 | 2,650.00 | 19,012.68 | 18,550.00 | 31,800.00 | 12,787.32 | 40.21% |
| Total Capital Outlay | | 593.00 | 2,650.00 | 19,012.68 | 18,550.00 | 31,800.00 | 12,787.32 | 40.21% |
| Total Expenditures | | 678,341.32 | 490,224.18 | 4,585,045.59 | 4,138,560.26 | 7,296,671.00 | 2,711,625.41 | 37.16% |
| Total | | (678,341.32) | (490,224.18) | (4,585,045.59) | (4,138,560.26) | (7,296,671.00) | (2,711,625.41) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Business District
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|--------------------------------------|------|--------------------------|--------------------------|------------------------|------------------|------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Materials and Supplies | | | | | | | | |
| Liability Insurance | 4219 | 0.00 | 275.00 | 0.00 | 1,925.00 | 3,300.00 | 3,300.00 | 100.00% |
| Maintenance - Equipment | 4225 | 150.53 | 1,458.33 | 309.53 | 10,208.31 | 17,500.00 | 17,190.47 | 98.23% |
| Maintenance - Grounds | 4227 | 0.00 | 2,666.67 | 14,252.58 | 18,666.69 | 32,000.00 | 17,747.42 | 55.46% |
| Utilities (Elec, Gas, Wtr, Sewer) | 4271 | 579.81 | 208.33 | 4,551.16 | 1,458.31 | 2,500.00 | (2,051.16) | (82.04)% |
| Total Materials and Supplies | | <u>730.34</u> | <u>4,608.33</u> | <u>19,113.27</u> | <u>32,258.31</u> | <u>55,300.00</u> | <u>36,186.73</u> | <u>65.44%</u> |
| Total Expenditures | | <u>730.34</u> | <u>4,608.33</u> | <u>19,113.27</u> | <u>32,258.31</u> | <u>55,300.00</u> | <u>36,186.73</u> | <u>65.44%</u> |
| Total | | (730.34) | (4,608.33) | (19,113.27) | (32,258.31) | (55,300.00) | (36,186.73) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|--------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Salaries | | | | | | | | |
| Salaries | 4010 | 53,485.00 | 35,042.00 | 311,952.01 | 262,815.00 | 455,542.00 | 143,589.99 | 31.52% |
| Overtime | 4030 | 3,537.34 | 3,846.00 | 13,425.79 | 28,845.00 | 50,000.00 | 36,574.21 | 73.14% |
| Total Salaries | | <u>57,022.34</u> | <u>38,888.00</u> | <u>325,377.80</u> | <u>291,660.00</u> | <u>505,542.00</u> | <u>180,164.20</u> | <u>35.64%</u> |
| Benefits | | | | | | | | |
| Social Security | 4110 | 3,393.69 | 2,650.00 | 19,340.71 | 19,874.00 | 34,444.00 | 15,103.29 | 43.84% |
| Medicare | 4111 | 793.68 | 620.00 | 4,523.15 | 4,649.00 | 8,055.00 | 3,531.85 | 43.84% |
| I.M.R.F. | 4115 | 6,764.73 | 5,206.00 | 27,497.92 | 39,044.00 | 67,672.00 | 40,174.08 | 59.36% |
| Medical/Life Insurance | 4120 | 5,936.11 | 9,163.42 | 41,711.18 | 64,143.94 | 109,961.00 | 68,249.82 | 62.06% |
| Supplemental Pensions | 4135 | 415.35 | 210.00 | 2,215.20 | 1,470.00 | 2,520.00 | 304.80 | 12.09% |
| Total Benefits | | <u>17,303.56</u> | <u>17,849.42</u> | <u>95,288.16</u> | <u>129,180.94</u> | <u>222,652.00</u> | <u>127,363.84</u> | <u>57.20%</u> |
| Materials and Supplies | | | | | | | | |
| Liability Insurance | 4219 | 568.42 | 11,063.42 | 2,833.13 | 77,443.94 | 132,761.00 | 129,927.87 | 97.86% |
| Maintenance - Building | 4223 | 1,572.11 | 2,914.83 | 11,825.67 | 20,403.81 | 34,978.00 | 23,152.33 | 66.19% |
| Maintenance - Equipment | 4225 | 4,791.17 | 1,283.33 | 14,895.42 | 8,983.31 | 15,400.00 | 504.58 | 3.27% |
| Maintenance - Water System | 4231 | 16,425.29 | 10,808.33 | 51,542.69 | 75,658.31 | 129,700.00 | 78,157.31 | 60.26% |
| Postage/Mailings | 4233 | 0.00 | 83.33 | 170.94 | 583.31 | 1,000.00 | 829.06 | 82.90% |
| Quality Control | 4241 | 247.50 | 1,441.67 | 2,897.98 | 10,091.69 | 17,300.00 | 14,402.02 | 83.24% |
| Service Charge | 4251 | 20,833.34 | 20,833.33 | 145,833.38 | 145,833.31 | 250,000.00 | 104,166.62 | 41.66% |
| Supplies - Operation | 4255 | 119.98 | 530.00 | 199.76 | 3,710.00 | 6,360.00 | 6,160.24 | 96.85% |
| Training and Education | 4263 | 544.00 | 295.33 | 754.00 | 2,067.31 | 3,544.00 | 2,790.00 | 78.72% |
| Telephone | 4267 | 542.70 | 895.75 | 3,843.29 | 6,270.25 | 10,749.00 | 6,905.71 | 64.24% |
| Uniforms | 4269 | 0.00 | 258.33 | 1,331.93 | 1,808.31 | 3,100.00 | 1,768.07 | 57.03% |
| Utilities (Elec, Gas, Wtr, Sewer) | 4271 | 3,642.64 | 4,068.75 | 22,179.59 | 28,481.25 | 48,825.00 | 26,645.41 | 54.57% |
| Vehicle (Gas and Oil) | 4273 | 2,103.75 | 1,645.83 | 12,294.59 | 11,520.81 | 19,750.00 | 7,455.41 | 37.74% |
| Total Materials and Supplies | | <u>51,390.90</u> | <u>56,122.23</u> | <u>270,602.37</u> | <u>392,855.61</u> | <u>673,467.00</u> | <u>402,864.63</u> | <u>59.82%</u> |
| 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 | 2,562.50 | 7,583.31 | 13,000.00 | 10,437.50 | 80.28% |
| Leak Detection | 4326 | 852.50 | 1,583.33 | 1,394.50 | 11,083.31 | 19,000.00 | 17,605.50 | 92.66% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-----------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Data Processing | 4336 | 25,838.51 | 12,500.00 | 76,447.25 | 87,500.00 | 150,000.00 | 73,552.75 | 49.03% |
| DuPage Water Commission | 4340 | 249,500.27 | 272,225.67 | 1,916,326.89 | 1,905,579.69 | 3,266,708.00 | 1,350,381.11 | 41.33% |
| Total Contractual | | 276,191.28 | 287,392.33 | 2,006,731.14 | 2,021,746.31 | 3,458,708.00 | 1,451,976.86 | 41.98% |
| Other Charges | | | | | | | | |
| Transfer to Other Funds | 4605 | 0.00 | 0.00 | 500,000.00 | 500,000.00 | 500,000.00 | 0.00 | 0.00% |
| Total Other Charges | | 0.00 | 0.00 | 500,000.00 | 500,000.00 | 500,000.00 | 0.00 | 0.00% |
| Capital Outlay | | | | | | | | |
| Equipment | 4815 | 0.00 | 3,280.42 | 1,040.84 | 22,962.94 | 39,365.00 | 38,324.16 | 97.35% |
| Water Meter Purchases | 4880 | 5,319.53 | 2,083.33 | 10,766.95 | 14,583.31 | 25,000.00 | 14,233.05 | 56.93% |
| Total Capital Outlay | | 5,319.53 | 5,363.75 | 11,807.79 | 37,546.25 | 64,365.00 | 52,557.21 | 81.65% |
| Debt Service | | | | | | | | |
| Debt Retire | 4905 | 181,034.38 | 0.00 | 248,988.76 | 67,954.38 | 305,908.00 | 56,919.24 | 18.60% |
| Debt Retire-Water Refunding | 4950 | 0.00 | 0.00 | 26,030.58 | 0.00 | 0.00 | (26,030.58) | 0.00% |
| Total Debt Service | | 181,034.38 | 0.00 | 275,019.34 | 67,954.38 | 305,908.00 | 30,888.66 | 10.10% |
| Total Expenditures | | 588,261.99 | 405,615.73 | 3,484,826.60 | 3,440,943.49 | 5,730,642.00 | 2,245,815.40 | 39.19% |
| Total | | (588,261.99) | (405,615.73) | (3,484,826.60) | (3,440,943.49) | (5,730,642.00) | (2,245,815.40) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 11/1/2012 Through 11/30/2012

| | | 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 | 175,000.00 | 175,000.00 | 300,000.00 | 125,000.00 | 41.66% |
| Total Salaries | | 25,000.00 | 25,000.00 | 175,000.00 | 175,000.00 | 300,000.00 | 125,000.00 | 41.67% |
| Materials and Supplies | | | | | | | | |
| Road Material | 4245 | 7,284.89 | 2,780.00 | 18,252.55 | 19,460.00 | 33,360.00 | 15,107.45 | 45.28% |
| Salt | 4249 | 0.00 | 15,000.00 | 41,431.65 | 105,000.00 | 180,000.00 | 138,568.35 | 76.98% |
| Supplies - Other | 4257 | 1,698.25 | 1,250.00 | 8,032.82 | 8,750.00 | 15,000.00 | 6,967.18 | 46.44% |
| Pavement Striping | 4261 | 0.00 | 0.00 | 8,168.12 | 8,500.00 | 8,500.00 | 331.88 | 3.90% |
| Total Materials and Supplies | | 8,983.14 | 19,030.00 | 75,885.14 | 141,710.00 | 236,860.00 | 160,974.86 | 67.96% |
| Total Expenditures | | 33,983.14 | 44,030.00 | 250,885.14 | 316,710.00 | 536,860.00 | 285,974.86 | 53.27% |
| Total | | (33,983.14) | (44,030.00) | (250,885.14) | (316,710.00) | (536,860.00) | (285,974.86) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 11/1/2012 Through 11/30/2012

| | | 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 | 208.33 | 1,846.50 | 1,458.31 | 2,500.00 | 653.50 | 26.14% |
| Maintenance Contracts | 4362 | 0.00 | 116.67 | 0.00 | 816.69 | 1,400.00 | 1,400.00 | 100.00% |
| Contractual Services | 4370 | 0.00 | 250.00 | 0.00 | 1,750.00 | 3,000.00 | 3,000.00 | 100.00% |
| Total Contractual | | <u>0.00</u> | <u>575.00</u> | <u>1,846.50</u> | <u>4,025.00</u> | <u>6,900.00</u> | <u>5,053.50</u> | <u>73.24%</u> |
| Total Expenditures | | <u>0.00</u> | <u>575.00</u> | <u>1,846.50</u> | <u>4,025.00</u> | <u>6,900.00</u> | <u>5,053.50</u> | <u>73.24%</u> |
| Total | | 0.00 | (575.00) | (1,846.50) | (4,025.00) | (6,900.00) | (5,053.50) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 11/1/2012 Through 11/30/2012

| | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|----------------------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | |
| Capital Outlay | | | | | | | |
| Equipment | 4815 0.00 | 0.00 | 0.00 | 53,500.00 | 53,500.00 | 53,500.00 | 100.00% |
| Scada System | 4818 3,430.96 | 9,166.67 | 17,930.96 | 64,166.69 | 110,000.00 | 92,069.04 | 83.69% |
| Total Capital Outlay | <u>3,430.96</u> | <u>9,166.67</u> | <u>17,930.96</u> | <u>117,666.69</u> | <u>163,500.00</u> | <u>145,569.04</u> | <u>89.03%</u> |
| Total Expenditures | <u>3,430.96</u> | <u>9,166.67</u> | <u>17,930.96</u> | <u>117,666.69</u> | <u>163,500.00</u> | <u>145,569.04</u> | <u>89.03%</u> |
| Total | (3,430.96) | (9,166.67) | (17,930.96) | (117,666.69) | (163,500.00) | (145,569.04) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 11/1/2012 Through 11/30/2012

| | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining | |
|-------------------------|--------------------------|--------------------------|------------------------|--------------|--------------|--------------------------|--------------------------------------|-------|
| Expenditures | | | | | | | | |
| Other Charges | | | | | | | | |
| Transfer to Other Funds | 4605 | 0.00 | 0.00 | 92,860.00 | 0.00 | 0.00 | (92,860.00) | 0.00% |
| Total Other Charges | | 0.00 | 0.00 | 92,860.00 | 0.00 | 0.00 | (92,860.00) | 0.00% |
| Debt Service | | | | | | | | |
| Principal | 5000 | 0.00 | 0.00 | 107,140.00 | 0.00 | 0.00 | (107,140.00) | 0.00% |
| Total Debt Service | | 0.00 | 0.00 | 107,140.00 | 0.00 | 0.00 | (107,140.00) | 0.00% |
| Total Expenditures | | 0.00 | 0.00 | 200,000.00 | 0.00 | 0.00 | (200,000.00) | 0.00% |
| Total | | 0.00 | 0.00 | (200,000.00) | 0.00 | 0.00 | 200,000.00 | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|--------------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Contractual | | | | | | | | |
| Consulting/Professional | 4325 | 0.00 | 0.00 | 52,277.50 | 0.00 | 0.00 | (52,277.50) | 0.00% |
| Total Contractual | | 0.00 | 0.00 | 52,277.50 | 0.00 | 0.00 | (52,277.50) | 0.00% |
| Capital Outlay | | | | | | | | |
| Ditch Projects | 4376 | 19,044.87 | 0.00 | 278,533.36 | 884,543.00 | 884,543.00 | 606,009.64 | 68.51% |
| Sidewalk Replacement Program | 4380 | 1,439.30 | 0.00 | 67,813.74 | 67,630.00 | 67,630.00 | (183.74) | (0.27)% |
| Residential Concrete Program | 4381 | 3,135.65 | 0.00 | 61,778.91 | 0.00 | 0.00 | (61,778.91) | 0.00% |
| Crack Seal Program | 4382 | 0.00 | 0.00 | 91,476.00 | 92,400.00 | 92,400.00 | 924.00 | 1.00% |
| Curb & Gutter Replacement Prog | 4383 | 0.00 | 0.00 | 285,869.83 | 319,127.00 | 319,127.00 | 33,257.17 | 10.42% |
| Equipment | 4815 | 8,274.04 | 0.00 | 26,700.61 | 135,600.00 | 135,600.00 | 108,899.39 | 80.30% |
| Street Reconstruction/Rehab | 4855 | 0.00 | 0.00 | 1,456,490.22 | 1,506,250.00 | 1,506,250.00 | 49,759.78 | 3.30% |
| Street Recon Rehab-Reimb | 4856 | 0.00 | 0.00 | 115,982.93 | 0.00 | 0.00 | (115,982.93) | 0.00% |
| Total Capital Outlay | | 31,893.86 | 0.00 | 2,384,645.60 | 3,005,550.00 | 3,005,550.00 | 620,904.40 | 20.66% |
| Debt Service | | | | | | | | |
| Debt Retire | 4905 | 0.00 | 0.00 | 36,096.88 | 100,000.00 | 202,194.00 | 166,097.12 | 82.14% |
| Debt Retire - Property | 4945 | 0.00 | 0.00 | 428.00 | 0.00 | 0.00 | (428.00) | 0.00% |
| Total Debt Service | | 0.00 | 0.00 | 36,524.88 | 100,000.00 | 202,194.00 | 165,669.12 | 81.94% |
| Total Expenditures | | 31,893.86 | 0.00 | 2,473,447.98 | 3,105,550.00 | 3,207,744.00 | 734,296.02 | 22.89% |
| Total | | (31,893.86) | 0.00 | (2,473,447.98) | (3,105,550.00) | (3,207,744.00) | (734,296.02) | 0.00% |

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Debt Service Fund
Debt Service Fund Expenditures
From 11/1/2012 Through 11/30/2012

| | | Current Period Actual | Current Period Budget | Current Year Actual | YTD Budget | Total Budget | Total Budget Variance | Percent Total Budget Remaining |
|-----------------------------|------|--------------------------|--------------------------|------------------------|-------------|--------------|--------------------------|--------------------------------------|
| Expenditures | | | | | | | | |
| Contractual | | | | | | | | |
| Contingency | 4330 | 0.00 | 0.00 | 375.00 | 0.00 | 0.00 | (375.00) | 0.00% |
| Total Contractual | | 0.00 | 0.00 | 375.00 | 0.00 | 0.00 | (375.00) | 0.00% |
| Debt Service | | | | | | | | |
| Debt Service - Series 2007B | 4951 | 442,000.00 | 0.00 | 494,000.00 | 52,000.00 | 496,802.00 | 2,802.00 | 0.56% |
| Total Debt Service | | 442,000.00 | 0.00 | 494,000.00 | 52,000.00 | 496,802.00 | 2,802.00 | 0.56% |
| Total Expenditures | | 442,000.00 | 0.00 | 494,375.00 | 52,000.00 | 496,802.00 | 2,427.00 | 0.49% |
| Total | | (442,000.00) | 0.00 | (494,375.00) | (52,000.00) | (496,802.00) | (2,427.00) | 0.00% |

CITY OF DARIEN -- CASH RESERVES
November 30, 2012

| FUND | FUND NAME | TOTAL |
|------|-------------------------------|------------------------|
| 01 | General Fund | \$ 1,763,912.36 |
| 02 | Water Fund | \$ 494,014.91 |
| 03 | MFT Fund | \$ 336,957.29 |
| 05 | Impact Fees Fund | \$ 13,144.10 |
| 10 | Special Service Area Tax Fund | \$ 12,009.12 |
| 11 | Drug Forfeiture Fund | \$ 5,225.23 |
| 12 | Water Depreciation Fund | \$ 762,720.60 |
| 15 | D.A.D.C. Fund | \$ 311,352.14 |
| 16 | Escrow Fund | \$ 25.87 |
| 18 | Drug Seizure Fund | \$ 10,290.67 |
| 25 | Capital Improvement Fund | \$ 4,514,360.05 |
| 35 | Debt Service Fund | \$ 5,099.50 |
| | TOTAL | \$ 8,229,111.84 |

Prior Month Cash Balance **\$ 9,139,508.89**

| Bank Accounts and Interest Rates | Account Balances |
|---|------------------------|
| Republic Bank Drug Forfeiture Account - 1.51% | \$ 11,871.40 |
| Republic Bank Now Account - 1.51% | \$ 8,798,542.44 |
| Republic Bank Operating Account | \$ (481,907.82) |
| Republic Bank Payroll Account - Zero Balance Acct | \$ (151,618.52) |
| Illinois Funds Money Market Account - .117% | \$ 66.80 |
| IMET Investment Fund - .35% | \$ 52,157.54 |
| | \$ 8,229,111.84 |

Market Value
\$ 9,461,285

Wells Fargo Collateral Statement

AGENDA MEMO
CITY COUNCIL
MEETING DATE: December 17, 2012

Issue Statement

PZC 2012-14: **7205 Exner Road:** Petitioner seeks a variation to reduce the required rear yard setback from 30 feet to 25 feet to permit the construction of a sunroom addition.
ORDINANCE **BACKUP**

Overview/Discussion

Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter and both bodies recommend approval of the petition. The Commission held the required public hearing on December 5, 2012.

The full agenda memo follows as “Additional Information.”

A draft ordinance is attached to this memo.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on December 5, 2012.

The Municipal Services Committee considered this item at its meeting on December 12, 2012.

The City Council will consider this item at its meeting on December 17, 2012.

Additional Information

Issue Statement

PZC 2012-14: **7205 Exner Road:** Petitioner seeks a variation to reduce the required rear yard setback from 30 feet to 25 feet to permit the construction of a sunroom addition.

Applicable Regulations: Zoning Ordinance, Section 5A-7-2-6: Yard Requirements, R-2 Single-Family Residence.

Zoning Ordinance, Section 5A-2-2-3: Variations.

General Information

Petitioner/
Property Owner: Jerome Barrett
7205 Exner Road
Darien, IL 60561

Property Location: 7205 Exner Road

PIN: 09-28-113-010

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family home

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence – single-family homes
South: R-2 Single-Family Residence – single-family homes
East: R-2 Single-Family Residence – single-family homes
West: R-2 Single-Family Residence – single-family homes

Comprehensive Plan Update: Low Density Residential

History: None.

Property: 9,525 square feet

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on Exner Road.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Plat of Survey, 1 sheet, prepared by ARS Surveying Services, LLC, dated June 5, 2007.

Planning Overview/ Discussion

The subject property is located on the east side of Exner Road, south of 71st Street.

The petitioner proposes to construct a sunroom addition onto the back of the home. The proposed addition is to be 25 feet from the rear lot line. The property is zoned R-2 Single-Family Residence, as such, a minimum 30-foot rear yard setback is required.

The proposed addition is 14 feet x 22 feet, extending 14 feet from the rear of the home.

The variation request must address the following criteria for approval:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

The proposed variation will not adversely alter the essential character of the property, nor will it adversely alter the essential character of the neighborhood, nor will it impair adequate light and air onto adjacent properties.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Planning and Zoning Commission Review – December 5, 2012

The Planning and Zoning Commission considered this matter on December 5, 2012. The following members were present: Beverly Meyer – Chairperson, Ronald Kiefer, John Lind, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Michael Griffith – Planner and Elizabeth Lahey – Secretary.

Members absent: Donald Hickok, Louis Mallers and Susan Vonder Heide.

Michael Griffith, Senior Planner, reviewed the staff agenda memo.

Jerome Barrett, the petitioner, was present and described the proposed 4-season room addition to the home. He stated the addition will be located approximately where their patio is currently located. He stated the exterior materials will coordinate with the home.

There was not anyone from the public to offer comments. Mr. Griffith stated that he received several phone calls concerning this and that once he explained the reason for the public hearing, those who had called did not have objections.

Commissioner Lind stated the depth of the addition is reasonable.

Commissioners Kiefer and Ritzert stated the request was reasonable and the proposed addition looks nice.

Without further discussion, Commissioner Kiefer made the following motion seconded by Commissioner Mielkus:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

**Upon a roll call vote, THE MOTION CARRIED by a vote of 6-0
(Commissioners Hickok, Mallers and Vonder Heide were absent.)**

Municipal Services Committee – December 12, 2012

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation approving the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition.

Municipal Services Committee Review – December 12, 2012

The Municipal Services Committee considered this item at its meeting on December 12, 2012. The following members were present: Chairman Joseph Marchese, Alderman Halil Avcı, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo and noted the Planning and Zoning Commission's recommendation.

The petitioners were present.

The Committee did not have any questions or concerns.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Schauer made a motion to recommend approval of the petition, seconded by Alderman Avci.

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

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2012-14: 7205 Exner Road)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 17th DAY OF DECEMBER, 2012

**Published
in
pamphlet
form
by
authority
of
the
Mayor
and
City**

**Council
of
the
City
of
Darien,
DuPage
County,
Illinois,
this __
_day
of ____

,
2012.**

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2012-14: 7205 Exner Road)

-

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to reduce the required rear yard building setback from 30 feet to 25 feet to permit the construction of an addition; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on December 5, 2012; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of December 5, 2012, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City

Council; and

WHEREAS, on December 12, 2012, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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: Subject Property. This Ordinance is limited and restricted to the property generally located at 7205 Exner Road, Darien, Illinois, and legally described as follows:

LOT 65 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR, UNIT NUMBER 7, A SUBDIVISION IN THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DARIEN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1975 AS DOCUMENT NUMBER 1175-45343, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-113-010

SECTION 2: Variations from Zoning Ordinance Granted. A variation from the Darien Zoning Ordinance, Section 5A-7-2-6, Yard Requirements, R-2 Single-Family Residence, is hereby granted to reduce the required rear yard building setback from 30 feet to 25 feet to permit the construction of an addition.

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

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

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

ILLINOIS, this 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 17th day of December, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

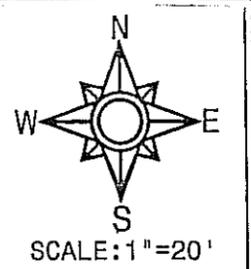
ARS SURVEYING SERVICES, LLC

1221 LAKEVIEW CT.
 ROMEVILLE, ILLINOIS 60446
 PH: (630) 226-9200 FAX: (630) 226-9234

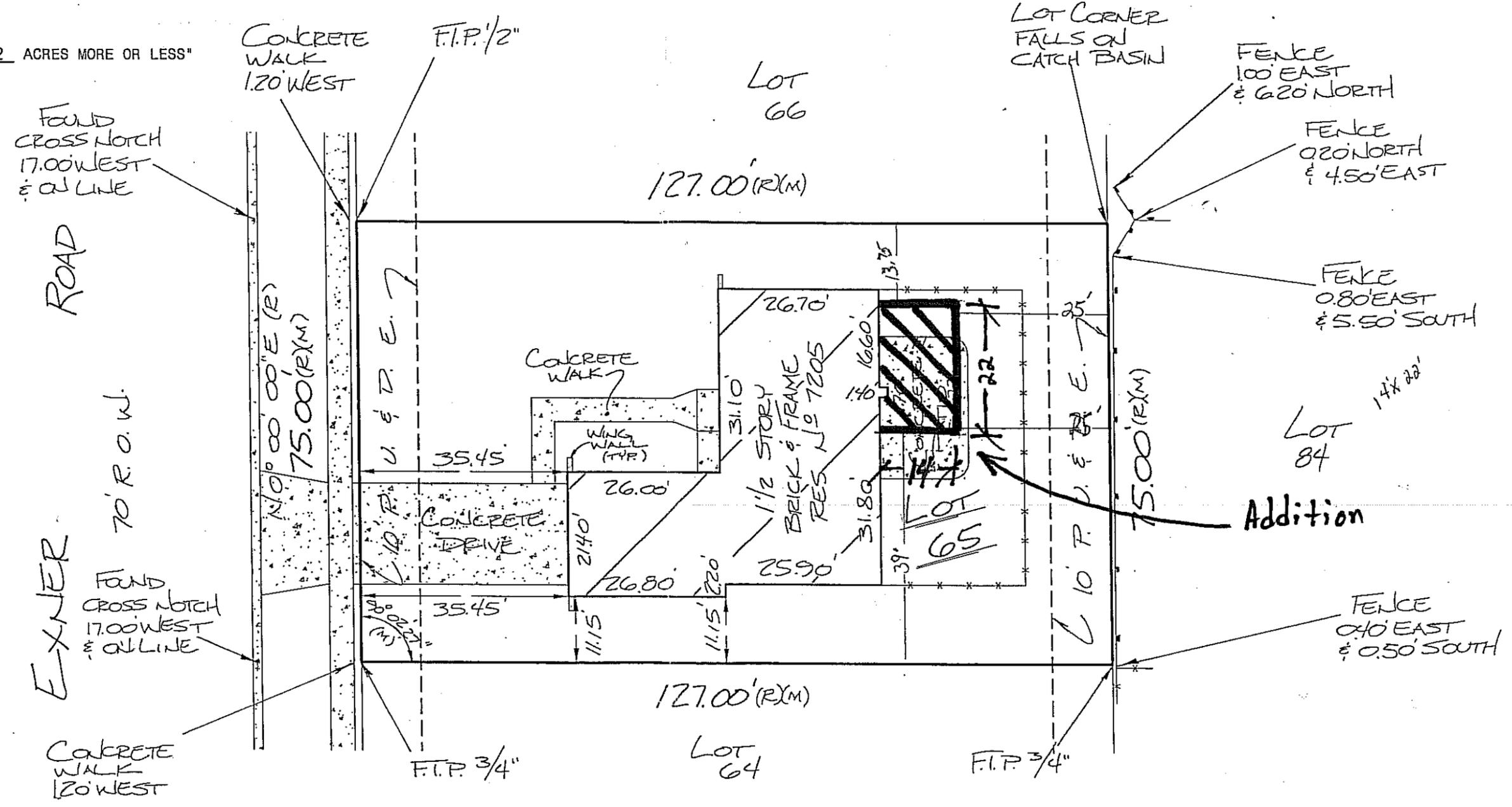
PLAT OF SURVEY

LOT NUMBER 65 IN GALLAGHER & HENRY'S BROOKHAVEN MANOR, UNIT NUMBER 7, A SUBDIVISION IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DARIEN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 1975 AS DOCUMENT NUMBER 1175-45343, IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

BASIS OF BEARING:
 EAST LINE OF EXNER ROAD AS MONUMENTED AND OCCUPIED PER RECORDED SUBDIVISION PLAT.
 N00°00'00"E (R)



AREA OF SURVEY:
 "CONTAINING 9,525 SQ. FT. 0.22 ACRES MORE OR LESS"



STATE OF ILLINOIS }
 COUNTY OF WILL }SS

I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED, THIS 5TH DAY OF JUNE, A.D., 2007, AT ROMEVILLE, ILLINOIS.

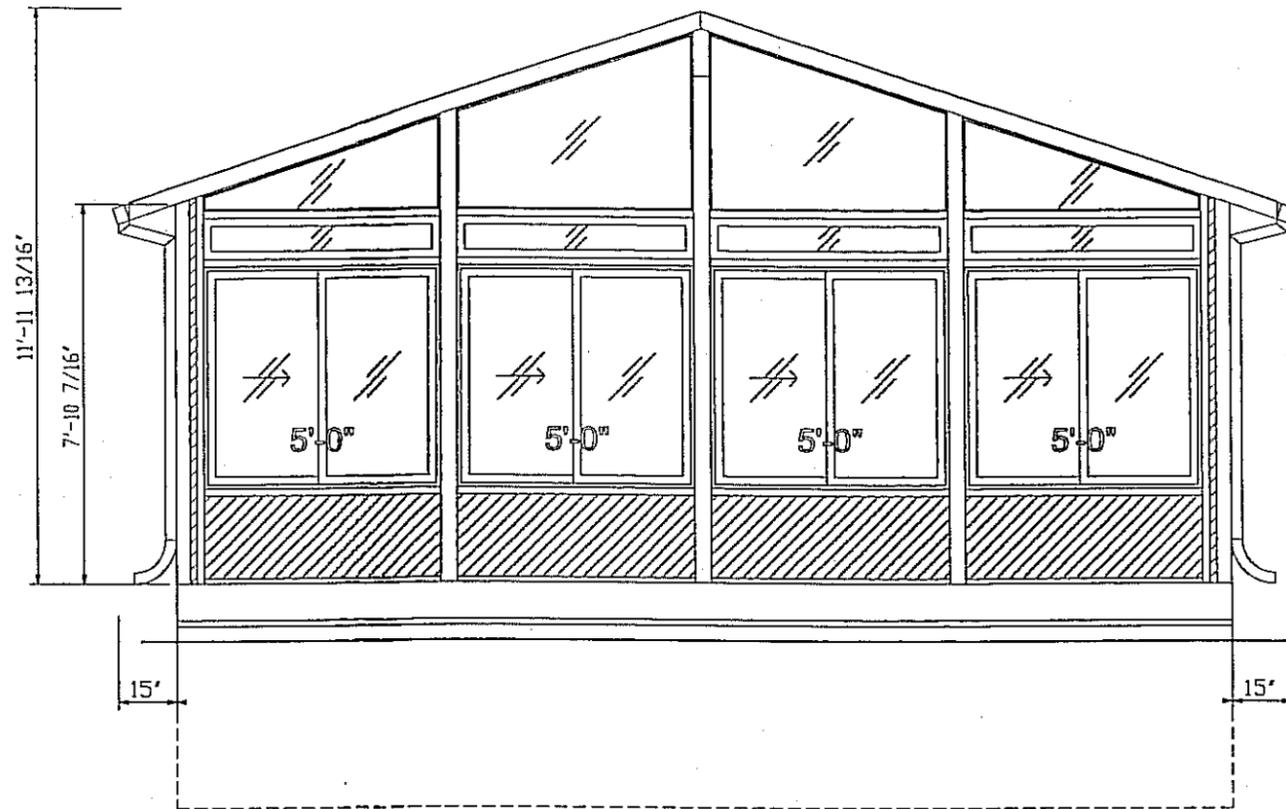
Alan F. Derpinghaus

CLIENT DELEGGE
 JOB NO. 90920-07
 FIELDWORK DATE. 6-4-07

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3087
 LICENSE EXPIRATION DATE NOVEMBER 30, 2008
 ILLINOIS BUSINESS REGISTRATION NO. 184-2961

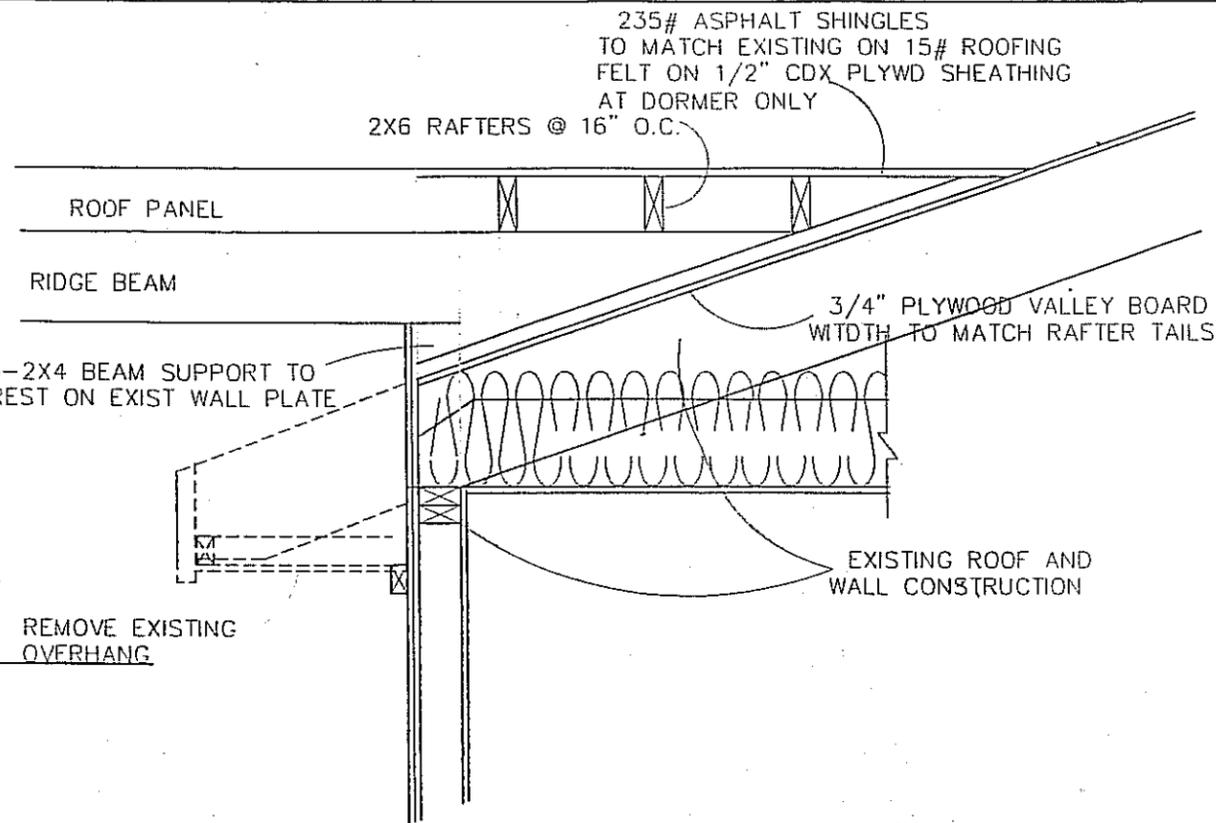
| LEGEND | | |
|-------------------------|----------------------------|--|
| (R) = RECORD | (NW) = NORTHWESTERLY | -x-x-x-x- = CHAIN LINK FENCE |
| (M) = MEASURED | (NE) = NORTHEASTERLY | -x-x-x-x- = WIRE FENCE |
| (D) = DEED | (SW) = SOUTHWESTERLY | - - - - - = WOOD FENCE |
| (C) = CALCULATED | (SE) = SOUTHEASTERLY | -o-o-o-o- = SPLIT RAIL FENCE |
| (L) = ARC LENGTH | (RAD) = RADIUS | -□-□-□- = WROUGHT IRON FENCE |
| (CH) = CHORD | (A) = ASSUMED | P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT |
| (R.O.W.) = RIGHT OF WAY | (F.I.P.) = FOUND IRON PIPE | B.S.L. = BUILDING SETBACK LINE |
| | (F.I.R.) = FOUND IRON ROD | |





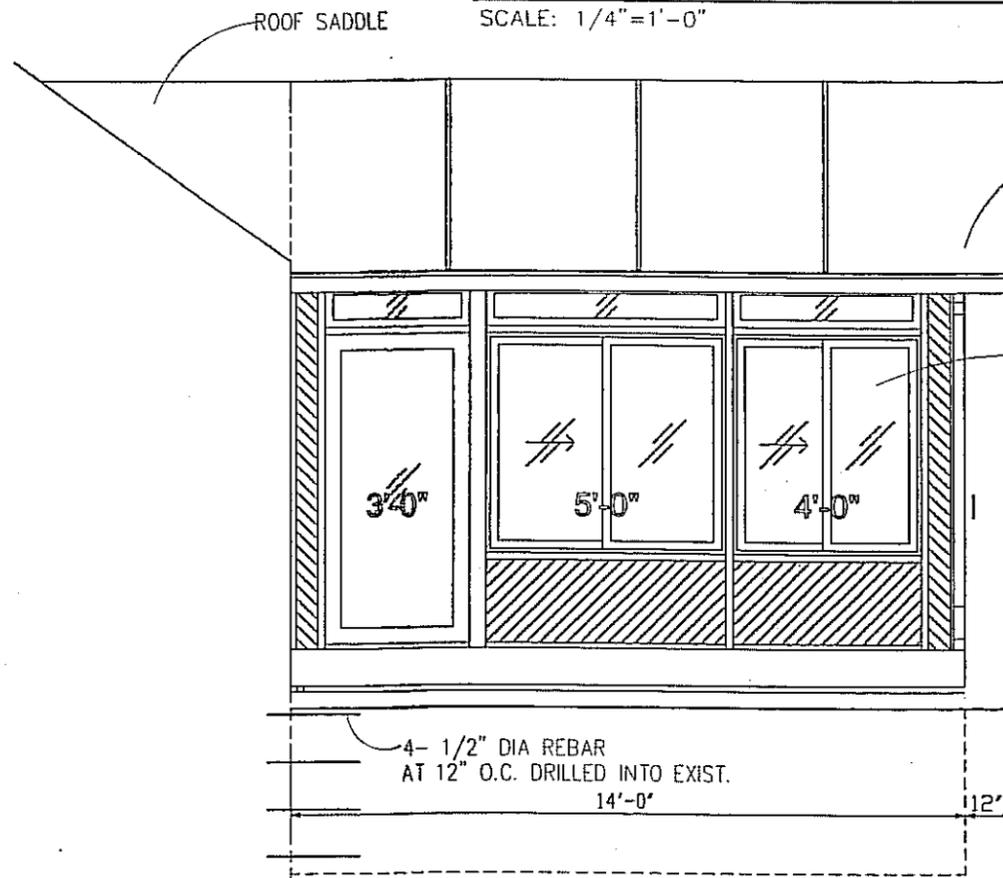
FRONT ELEVATION

SCALE: 1/4"=1'-0"



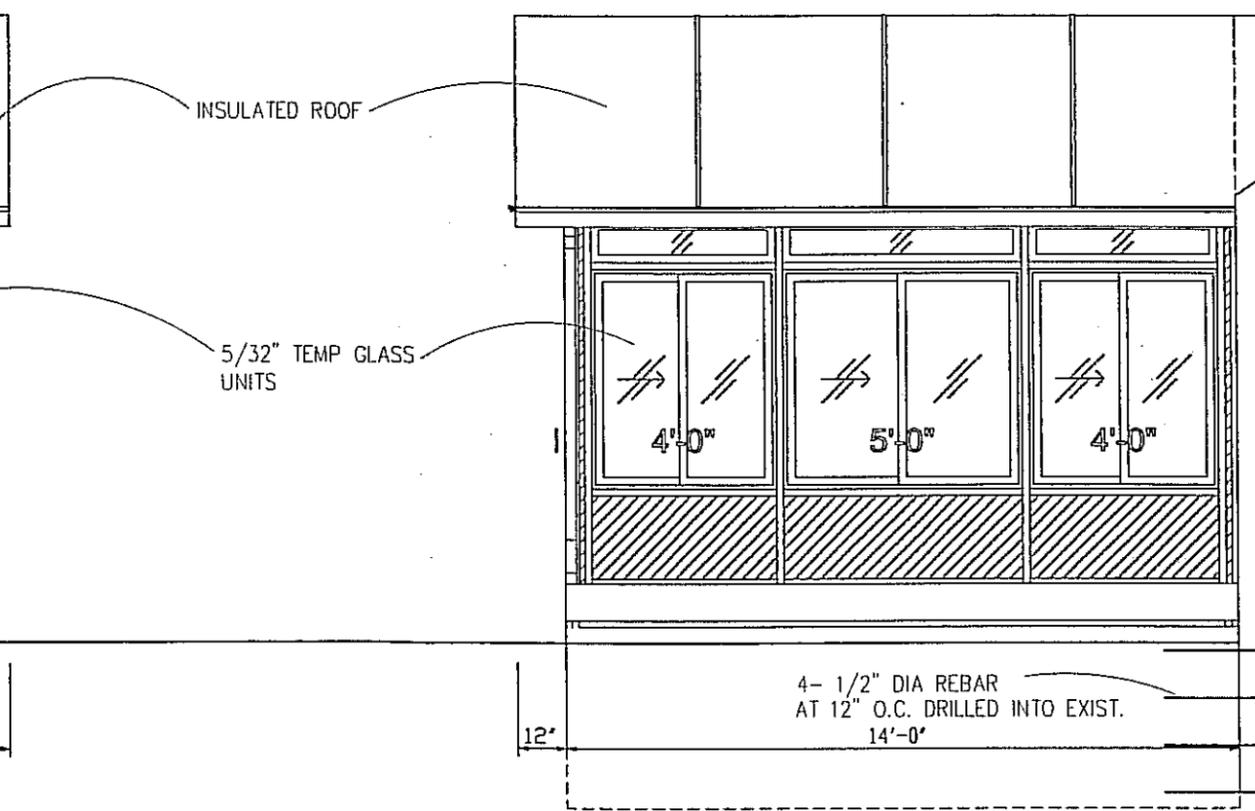
SADDLE DETAIL

SCALE: 3/4"=1'-0"



LEFT ELEVATION

SCALE: 1/4"=1'-0"



RIGHT ELEVATION

SCALE: 1/4"=1'-0"

BARRETT SUNROOM
7205 Exner rd.
Darien, IL 60561

NU-SASH
FOUR
SEASONS SUNROOMS
850 W STATION ST
KANKAKEE, IL 60901
(800) 892-1414

Drawn:

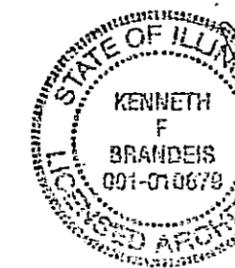
Date: 11-12-12

Scale:

Job No:

Sheet No: A-2

JAKL-BRANDEIS ARCHITECTS LTD.
1800 HAWTHORNE LANE
WEST CHICAGO, IL 60185
(630) 562-3900



I hereby certify that these drawings were prepared under my direct supervision and that they, to the best of my knowledge, conform to the applicable codes and ordinances.

11-12-12
Date

Kenneth F. Brandeis
Licensed Architect

11/30/12

My license expires
This certification applies to the following drawings:

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: December 12, 2012

Issue Statement

PZC 2012-15: **326 Roger Road:** Petitioner seeks a variation to permit a 1,034 square foot detached accessory structure, a garage, where 800 square feet is the maximum permitted.

[ORDINANCE](#)

[BACKUP](#)

Overview/Discussion

Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter and both bodies recommend approval of the petition as presented. The Commission held the required public hearing on December 5, 2012.

The full agenda memo follows as “Additional Information.”

A draft ordinance is attached to this memo.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on December 5, 2012.

The Municipal Services Committee considered this item at its meeting on December 12, 2012.

The City Council will consider this item at its meeting on December 17, 2012.

Additional Information

Issue Statement

PZC 2012-15: **326 Roger Road:** Petitioner seeks a variation to permit a 1,034 square foot detached accessory structure, a garage, where 800 square feet is the maximum permitted.

Applicable Regulations: Zoning Ordinance, Section 5A-5-9-5: Permitted Percentage of Rear Yard Occupied by Accessory Structures.

Zoning Ordinance, Section 5A-2-2-3: Variations.

General Information

Petitioner/

Property Owner: Keith Christensen
326 Roger Road
Darien, IL 60561

Property Location: 326 Roger Road

PIN: 09-26-100-006

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family home

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence – single-family homes
South: R-2 Single-Family Residence – single-family homes
East: R-2 Single-Family Residence – single-family homes
West: R-2 Single-Family Residence – single-family homes

Comprehensive Plan Update: Low Density Residential

History: None.

Property: 13,500 square feet

Floodplain: A portion of this property is located within a floodplain, and specifically, the area where the garage has been constructed.

Natural Features: None.

Transportation: Property has frontage on Roger Road.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Plat of Survey, 1 sheet, prepared by Schomig Land Surveyors, Ltd., dated September 13, 2012.

Planning Overview/ Discussion

The subject property is located on the north side of Roger Road, east of Clarendon Hills Road.

The petitioner has enlarged an existing detached garage without obtaining a building. The garage as enlarged is 1,034 square feet in area. The Zoning Ordinance limits detached accessory structures to 800 square feet.

The garage complies with building setbacks and maximum permitted lot coverage.

The garage is located within a floodplain. Under the DuPage County Countywide Stormwater Management and Floodplain Ordinance, construction activity within a floodplain requires the County to certify that it complies with the Countywide Ordinance. The petitioner is in the process of going through the County review.

Before the City can issue a building permit, both the variation from the Zoning Ordinance must be approved and the County must certify that the garage complies with the Countywide Stormwater Management and Floodplain Ordinance.

The variation request must address the following criteria for approval:

1. Whether the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

The proposed variation does not adversely alter the essential character of the lot nor does it adversely alter the essential character of the neighborhood. The proposed variation does not impair the adequate supply of light and air onto adjacent properties.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-15 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition, subject to:

1. **DuPage County certifying the garage as constructed complies with the DuPage County Countywide Stormwater Management and Floodplain Ordinance.**

Planning and Zoning Commission Review – December 5, 2012

The Planning and Zoning Commission considered this matter on December 5, 2012. The following members were present: Beverly Meyer – Chairperson, Ronald Kiefer, John Lind, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Michael Griffith – Planner and Elizabeth Lahey – Secretary.

Members absent: Donald Hickok, Louis Mallers and Susan Vonder Heide.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He stated the garage was enlarged without a building permit and the garage is located within a floodplain which complicates matters. He stated the petitioners are going through the County review related to floodplain regulations. He stated the variation petition before the Commission is related to the square footage of the garage. He stated that assuming the variation on the garage size is approved, and the County certifies the garage complies with the Countywide Stormwater and Floodplain Management Ordinance, the City can issue a building permit.

He stated the garage complies with building setbacks and lot coverage regulations.

Keith and Laura Christensen, the petitioners, were present. He stated they needed to enlarge their existing garage to store an antique car, a boat and still have room to park their other vehicles.

Commissioner Oberland asked the petitioners why they did not obtain a building permit.

Mrs. Christensen stated they messed up. Mr. Christensen stated it started out was a garage remodel and snow balled into enlarging the garage.

There was a discussion on the floodplain and whether there were limits to the lot coverage within a floodplain. Mr. Griffith stated he does not think the floodplain regulations limit lot coverage, but the Zoning Ordinance does.

Mr. Christensen said their engineer is working with the County on how to accommodate the floodplain.

Mr. Griffith stated that aside from the initial complaint about construction activity occurring without a building permit, he has not received any other comments about the garage.

Ron Roti, 8828 Swan Lane, Darien, Illinois, stated he owns property on Roger Road is pleased others are making improvements to their property. He asked what was used to determine whether the garage was in the floodplain and what the property elevation was.

Mr. Griffith stated FEMA's floodplain map was used and the plat of survey submitted does not show the property elevation. He stated the petitioner is going through the County review so elevation information is being looked at the County.

The Commission instructed the petitioners to check if a building permit is required for future construction projects.

Without further discussion, Commissioner Oberland made the following motion seconded by Commissioner Kiefer:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-15 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition, subject to:

- 1. DuPage County certifying the garage as constructed complies with the DuPage County Countywide Stormwater Management and Floodplain Ordinance.**

Upon a roll call vote, THE MOTION CARRIED by a vote of 6-0 (Commissioners Hickok, Mallers and Vonder Heide were absent.)

Municipal Services Committee – December 12, 2012

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation approving the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-15 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition, subject to:

- 1. DuPage County certifying the garage as constructed complies with the DuPage County Countywide Stormwater Management and Floodplain Ordinance.**

Municipal Services Committee Review – December 12, 2012

The Municipal Services Committee considered this item at its meeting on December 12, 2012. The following members were present: Chairman Joseph Marchese, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, reviewed the staff agenda memo and noted the Planning and Zoning Commission's recommendation.

The petitioners were present.

The Committee did not have any questions or concerns.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Avci made a motion to recommend approval of the petition as presented, seconded by Alderman Schauer.

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

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: December 12, 2012

Issue Statement

PZC 2012-15: **326 Roger Road:** Petitioner seeks a variation to permit a 1,034 square foot detached accessory structure, a garage, where 800 square feet is the maximum permitted.

[ORDINANCE](#)

[BACKUP](#)

Overview/Discussion

Both the Planning and Zoning Commission and the Municipal Services Committee have considered this matter and both bodies recommend approval of the petition as presented. The Commission held the required public hearing on December 5, 2012.

The full agenda memo follows as “Additional Information.”

A draft ordinance is attached to this memo.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on December 5, 2012.

The Municipal Services Committee considered this item at its meeting on December 12, 2012.

The City Council will consider this item at its meeting on December 17, 2012.

Additional Information

Issue Statement

PZC 2012-15: **326 Roger Road:** Petitioner seeks a variation to permit a 1,034 square foot detached accessory structure, a garage, where 800 square feet is the maximum permitted.

Applicable Regulations: Zoning Ordinance, Section 5A-5-9-5: Permitted Percentage of Rear Yard Occupied by Accessory Structures.

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The variation request must address the following criteria for approval:

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The Commission instructed the petitioners to check if a building permit is required for future construction projects.

Without further discussion, Commissioner Oberland made the following motion seconded by Commissioner Kiefer:

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Municipal Services Committee – December 12, 2012

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation approving the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2012-15 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition, subject to:

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Michael Griffith, Senior Planner, reviewed the staff agenda memo and noted the Planning and Zoning Commission's recommendation.

The petitioners were present.

The Committee did not have any questions or concerns.

There was not anyone from the public to offer comments.

Without further discussion, Alderman Avci made a motion to recommend approval of the petition as presented, seconded by Alderman Schauer.

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

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2012-15: 326 Roger Road)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 17th DAY OF DECEMBER, 2012

**Published
in
pamphlet
form
by
authority
of
the
Mayor
and
City**

**Council
of
the
City
of
Darien,
DuPage
County,
Illinois,
this __
_day
of ____

,
2012.**

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2012-15: 326 Roger Road)

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to permit a detached accessory structure at 1,034 square feet where 800 square feet is otherwise permitted; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on December 5, 2012; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of December 5, 2012, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City

Council; and

WHEREAS, on December 12, 2012, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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: Subject Property. This Ordinance is limited and restricted to the property generally located at 326 Roger Road, Darien, Illinois, and legally described as follows:

LOT 4 IIN BLOCK 49 IN TRI STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 23 AND PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NUMBER 499725, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-26-100-006

SECTION 2: Variations from Zoning Ordinance Granted. A variation from the Darien Zoning Ordinance, Section 5A-5-9-5, Permitted Percentage of Rear Yard Occupied by Accessory Structures, is hereby granted to permit the construction of a 1,034 square foot detached garage.

SECTION 3: Condition of Approval. The variation herein granted is subject to DuPage County certifying the garage as constructed complies with the DuPage County Countywide Stormwater Management and Floodplain Ordinance.

SECTION 4: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage

and approval as provided by law.

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

ILLINOIS, this 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 17th day of December, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



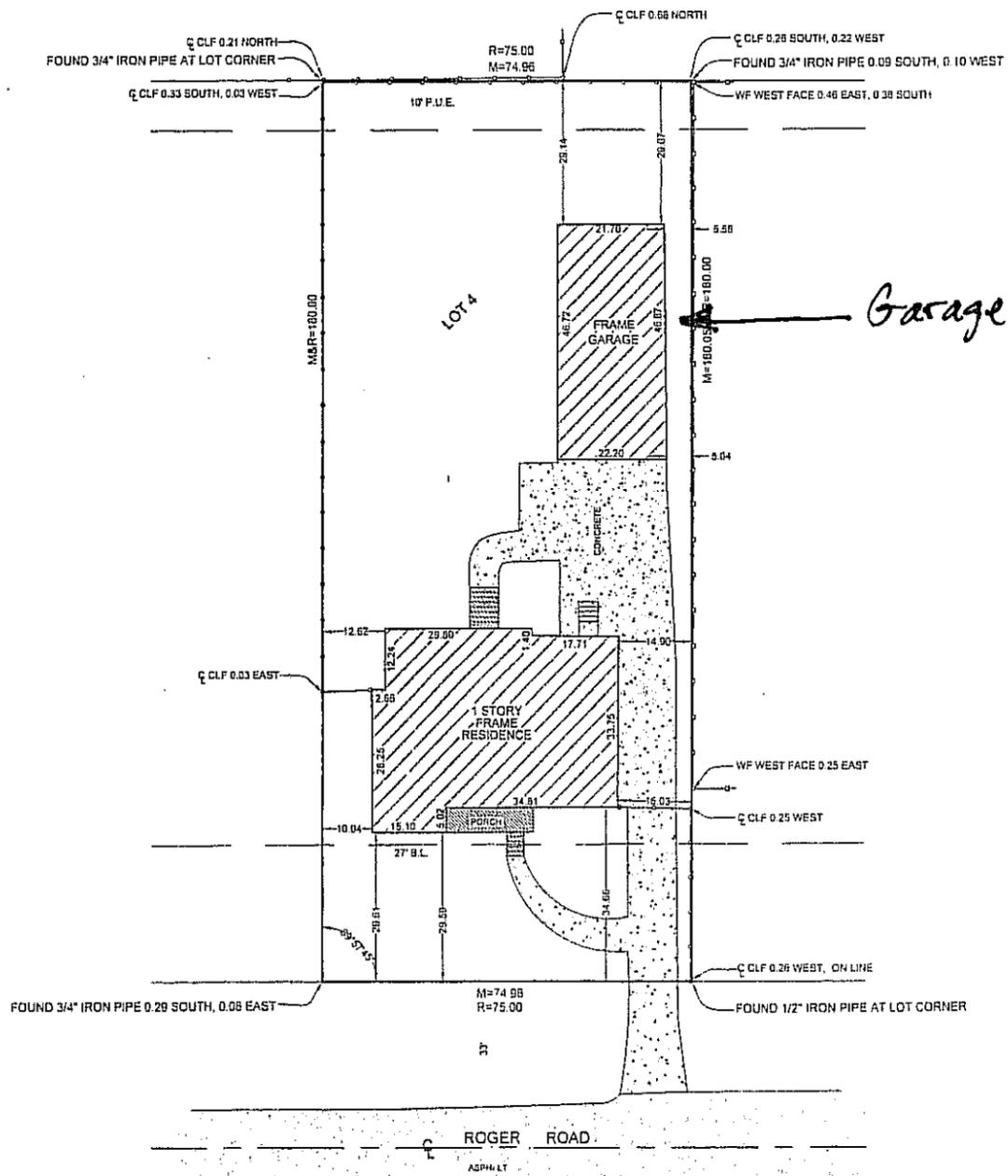
• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD. PLAT OF SURVEY

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

LOT 4 IN BLOCK 49 IN TRI STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 23 AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT NUMBER 489725, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 326 ROGER ROAD, DARIEN.



SURVEYORS NOTE: FRAME GARAGE UNDER CONSTRUCTION AT TIME OF SURVEY.

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

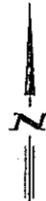
DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW.
© COPYRIGHT, ALL RIGHTS RESERVED.

SURVEY DATE: SEPTEMBER 13TH, 2012.

BUILDING LOCATED: SEPTEMBER 13TH, 2012.

ORDERED BY: LAURA & KEITH CHRISTENSEN

PLAT NUMBER: 121351 & H20-143 SCALE: 1" = 20'



STATE OF ILLINOIS)
COUNTY OF COOK) ss. LOT AREA: 13,493 Sq. Ft.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AFFIXED TO THIS PLAT.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED, AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LEGEND

| | |
|--------|---------------------------|
| B.L. | = BUILDING LINES |
| P.U.E. | = PUBLIC UTILITY EASEMENT |
| R. | = RECORDED DIMENSION |
| C. | = CENTER LINE |
| C.L.F. | = CHAIN LINK FENCE |
| W.F. | = WOOD FENCE |

BY: *Russell W. Schomig*
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE NUMBER 035-002446

AGENDA MEMO
CITY COUNCIL
MEETING DATE: December 17, 2012

Issue Statement

Building Codes: Adoption of updated model building and related codes.

ORDINANCE

Discussion/Overview:

The Municipal Services Committee has considered this item and recommends approval of adopting the updated model building and related codes as presented.

The full discussion follows as “Additional Information”.

Two key changes in the proposed codes:

1. All commercial structures over 2,500 square feet will be required to be sprinkled (fire suppression) when alterations occur.
2. Floor trusses and prefabricated wood I-joists must be provided with 5/8 inches drywall, a fire rated drop ceiling or an automatic sprinkler system.

The draft ordinance is attached. The ordinance refers to [Exhibit A](#), which is the actual building code. In this Exhibit, new language is shown in *italics* and language to be removed is shown as ~~stricken~~.

Decision Mode

The Municipal Services Committee considered this item at its meeting on September 24, 2012.

The Municipal Services Committee considered this item at its meeting on October 22, 2012.

The Municipal Services Committee considered this item at its meeting on December 12, 2012.

The City Council will consider this item at its meeting on December 17, 2012.

Additional Information

Issue Statement

Building Codes: Adoption of updated model building and related codes.

Planning Overview/ Discussion

Working with the City's consultant, Don Morris Architects P.C., which provides Darien with building plan reviews and building inspections, staff has reviewed the 2012 edition of model building codes and the 2011 edition of the electrical code. The following table notes the current and proposed codes:

| Current Codes | Proposed Codes |
|---|---|
| 2006 International Residential Code (One and Two-Family Dwellings) | 2012 International Residential Code (One and Two-Family Dwellings) |
| 2006 International Building Code (Commercial, Multi-Family Residential Dwellings) | 2012 International Building Code (Commercial, Multi-Family Residential Dwellings) |
| 2006 International Mechanical Code | 2012 International Mechanical Code |
| 2005 National Fire Protection Association National Electrical Code (aka, Electrical Code) | 2011 National Fire Protection Association National Electrical Code (aka, Electrical Code) |
| 2004 Illinois State Plumbing Code | 2004 Illinois State Plumbing Code |
| 2006 International Fire Code | 2012 International Fire Code |
| 2006 International Property Maintenance Code | 2012 International Property Maintenance Code |

Concerning the Illinois State Plumbing Code, there has not been an update.

Concerning the Building Code, a significant change includes taking out local amendments providing exceptions on when fire sprinklers were required and going with the model code requirements. The local amendments were creating more problems than benefits when applying the code to alterations of existing commercial/office/industrial buildings.

Concerning the model Residential Code, a significant change includes requiring new single-family detached homes to be fire sprinkled. The draft ordinance includes a local amendment removing this requirement.

While the core building standards and practices have not changed much in the past 20 years, it is important to periodically review the standards, because there is always the need to clarify language and to acknowledge new technologies.

The Fire Districts serving Darien have been notified of the proposed model codes as well as the proposed local amendments. Staff asked each of the Districts to review specifically the proposed Fire Code and local amendments.

A draft copy of the changes to Title 4 of the City Code is attached. The revised Title 4 adopts each of the above codes by reference and adopts amendments to several of the model codes per the recommendations of

the City's architect/building inspection consultants and Fire Districts.

Staff Findings/Recommendations

This item is for discussion only.

Municipal Services Committee – October 22, 2012

Changes to the draft ordinance have been noted with either language to be stricken (~~stricken~~) or with new language in red (red). Brief explanations to these changes are noted in italics (*italics*). Staff proposes adopting one additional model code, the 2012 International Energy Conservation Code, noted below in the revised table. This code was adopted by the State of Illinois and is a mandate.

| Current Codes | Proposed Codes |
|---|---|
| 2006 International Residential Code (One and Two-Family Dwellings) | 2012 International Residential Code (One and Two-Family Dwellings) |
| 2006 International Building Code (Commercial, Multi-Family Residential Dwellings) | 2012 International Building Code (Commercial, Multi-Family Residential Dwellings) |
| 2006 International Mechanical Code | 2012 International Mechanical Code |
| 2005 National Fire Protection Association National Electrical Code (aka, Electrical Code) | 2011 National Fire Protection Association National Electrical Code (aka, Electrical Code) |
| 2004 Illinois State Plumbing Code | 2004 Illinois State Plumbing Code |
| 2006 International Fire Code | 2012 International Fire Code |
| 2006 International Property Maintenance Code | 2012 International Property Maintenance Code |
| 2006 International Energy Conservation Code | 2012 International Energy Conservation Code |

Municipal Services Committee Review – December 12, 2012

Since the last Committee review, additional revisions have been made after staff met with our building plan review consultant, Don Morris Architects P.C., Tri-State Fire Protection District and Darien-Woodridge Fire Protection District. In terms of sprinkling requirements for commercial structures, the current Darien amendments to the code have been put back into the draft code. Loop holes were taken out that allowed some renovations of commercial spaces to proceed without sprinkling.

Another revision, concerning residential structures, floor trusses and prefabricated wood I-joists must be

provided with 5/8 inches drywall, a fire rated drop ceiling or an automatic sprinkler system.

Changes to the draft ordinance have been noted with either language to be stricken (~~stricken~~) or with new language in red (red). Brief explanations to these changes are noted in italics (*italics*).

Staff Findings/Recommendations

Staff recommends the Committee make a motion recommending approval of the proposed building and related codes, including proposed amendments.

Municipal Services Committee Review – December 12, 2012

The Municipal Services Committee considered this item at its meeting on December 12, 2012. The following members were present: Chairman Joseph Marchese, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Dan Gombac, Director, summarized the changes to the proposed building codes since the last Committee meeting.

The Committee did not have any questions or concerns.

Without further discussion, Alderman Schauer made a motion to recommend approval of the petition, seconded by Alderman Avci.

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

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4,
BUILDING REGULATIONS, DARIEN BUILDING CODE,
OF THE DARIEN CITY CODE**

(Building Code)

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

THIS 17th DAY OF DECEMBER, 2012

**Published
in
pamphlet
form
by
authority
of
the**

**Mayor
and
City
Council
of
the
City
of
Darien,
DuPage
County,
Illinois,
this**

—
**day
of_____**

,
2012.

**AN ORDINANCE AMENDING TITLE 4,
BUILDING REGULATIONS, DARIEN BUILDING CODE,
OF THE DARIEN CITY CODE**

(Building Code)

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

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

WHEREAS, the City of Darien has adopted Building Regulations set forth in the Darien Building Code, Title 4 of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Darien Building Code and make necessary changes thereto; and

WHEREAS, on December 12, 2012, the Municipal Services Committee has filed its findings and

recommendations with the City Council recommending approval of the text amendment described herein; and

WHEREAS, the City Council approves and adopts the findings and recommendations of the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

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: Title 4, Building Regulations, Darien Building Code, of the Darien City Code, is hereby amended in its entirety to read as set forth in [Exhibit A](#) to this Ordinance attached hereto and made a part hereof.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

BUILDING REGULATIONS

DARIEN BUILDING CODE

4-1-1: TITLE, CITATIONS AND SUBSTITUTIONS:

4-1-1-1: TITLE:

This chapter shall be known as the "DARIEN BUILDING CODE."

4-1-1-2: CITATIONS:

In citing this chapter, section numbers shall be used except in cases where codes have been adopted and incorporated by reference, in which case the section shall be followed by sections used in such code adopted and incorporated by reference.

4-1-1-3: SUBSTITUTIONS:

Where codes have been adopted and incorporated by reference, the words "City of Darien" shall be substituted for words referring to the applicable municipality and where such codes contain provisions which are in conflict with specific provisions of this chapter the specific provisions of this chapter shall prevail and shall rule.

4-1-2: GENERAL PROVISIONS:

4-1-2-1: ESTABLISHMENT OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT:

(A) There is hereby established a department of the city known as the department of community development which shall embrace a director of community development, senior planner and such assistants, clerks and employees as may be necessary.

(B) All references in this code, the building code, the zoning ordinance, the sign code, the subdivision regulations, the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city to the "building department", the "building and zoning department", the "bureau of fire prevention", shall henceforth be construed to refer to and mean the department of community development.

4-1-2-2: DIRECTOR OF COMMUNITY DEVELOPMENT:

(A) The director of community development shall be appointed by the mayor with the advice and consent of the city council and subject to removal by the mayor. The director shall be in charge of the department of community development and shall institute such measures and

prescribe such rules and regulations for the control of subordinate officers and employees and shall secure the inspection of buildings while in the process of construction, alteration, repair or removal, and enforcement of all provisions of the building code.

The director of community development is hereby authorized to employ, by and with the consent of the city administrator, such inspectors or assistants as may be necessary in the execution of the duties mentioned in the building code or other ordinances as may be from time to time required.

The director of community development is hereby authorized to require as a condition to an application and issuance of a permit that the applicant pay fees in addition to those otherwise provided herein of review by other than staff members of plans and specifications.

(B) The duties of the director of community development shall include, but are not limited to, all of the duties of the building department supervisor, the building official, the director of building and zoning, the fire official, the code official, the fire marshal, the chief of the bureau of fire prevention, the zoning enforcement officer, the building commissioner, the city planner, the building inspector, the building and zoning director and the building supervisor as set forth in this code, in the building code, in the zoning ordinance, in the sign code, in the subdivision regulations, in the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city.

All references in this code, the building code, the zoning ordinance, the sign code, the subdivision regulations, the fire prevention code, and in all other ordinances, resolutions and motions, and rules and regulations of the city to the "building department supervisor", the "building official", the "director of building and zoning", the "fire official", the "code official", the "fire marshal", the "chief of the bureau of fire prevention", the "zoning enforcement officer", the "building commissioner", the "city planner", the "building inspector", the "building and zoning director" and the "building supervisor" shall henceforth be construed to refer to and mean the director of community development.

4-1-3: SINGLE-FAMILY DWELLINGS, DUPLEXES AND TWO-FLAT BUILDING CONSTRUCTION REGULATIONS AND STANDARDS:

4-1-3-1: ADOPTION OF INTERNATIONAL RESIDENTIAL CODE:

There is hereby adopted and incorporated by reference as a part of this section, the code entitled "~~2006~~ 2012 international residential code", three (3) copies of which are on file in the office of the city.

4-1-3-2: AMENDMENTS TO CODE:

The ~~2006~~ 2012 international residential code, as adopted in section 4-1-3-1 of this chapter shall be amended as follows:

(A) Section R-101.1 - Insert the "City of Darien" for [name of jurisdiction].

(B) Section R-108.2 - Revise to read as follows:

See City code of Darien for appropriate fee schedules.

(C) Section R-113.4 - Revise to read as follows:

Violation penalties: See the City code of Darien for penalties for violations of the provisions of this code.

(D) *Section R-302.1 and Table R-302.1(1) – Delete (Exterior Walls)*

(E) Section R-309 - Revise to read as follows:

~~R-309.9~~— A ducted cold air return is required in every sleeping room.

(F) *Section R-313 – Delete. (Automatic Fire Sprinkler Systems)*

(G) *Section R-320 – Delete. (Accessibility)*

(H) *Section R-321 – Delete. (Elevators and Platform Lifts)*

(I) *Section R-322.1.9 – Delete. (Manufactured Homes)*

(J) *Section R-403.1 – Revise to add the following:*

Pier footings are acceptable for open porches only and not acceptable for screened-in porches, 3-season rooms or sunrooms.

(K) *Section R-403.2 – Delete. (Footings for Wood Foundations)*

(L) *Sections R-403.3 through R-403.3.4 – Delete. (Frost Protected Shallow Foundations)*

(M) *Sections R-404.2 through R-404.4.11 – Delete all sections and tables in their entirety. (Wood Foundation Walls)*

(N) *Section R-405.2 – Delete. (Wood Foundations)*

(O) Section R-406.3 – Delete. (*Dampproofing for Wood Foundations*)

(P) Section R-1006.1 - Revise to read as follows:

~~R-1006.1~~ Exterior Air: Factory-built or masonry fireplaces covered in this chapter shall be equipped with an exterior air supply to assure proper fuel combustion unless the room is mechanically ventilated and controlled so that the indoor pressure is neutral or positive. Ventless or vent-free fireplaces are prohibited.

(Q) Chapter 25 – Delete. (*Plumbing Administration*)

(R) Chapter 26 - Delete. (*General Plumbing Requirements*)

(S) Chapter 27 - Delete. (*Plumbing Fixtures*)

(T) Chapter 28 - Delete. (*Water Heaters*)

(U) Chapter 29 - Delete. (*Water Supply And Distribution*)

(V) Chapter 30 - Delete. (*Sanitary Drainage*)

(W) Chapter 31 - Delete. (*Vents*)

(X) Chapter 32 - Delete. (*Traps*)

(Y) Chapter 33 - Delete. (~~*General Requirements*~~) (*Storm Drainage*)

(Z) Chapter 34 - Delete. (~~*Electrical Definitions*~~) (*General Requirements*)

(AA) Chapter 35 - Delete. (~~*Services*~~) (*Electrical Definitions*)

(BB) Chapter 36 - Delete. (~~*Branch Circuit And Feeder Requirements*~~) (*Services*)

(CC) Chapter 37 - Delete. (~~*Wiring Methods*~~) (*Branch Circuit and Feeder Requirements*)

(DD) Chapter 38 - Delete. (~~*Power And Lighting Distribution*~~) (*Wiring Methods*)

(EE) Chapter 39 - Delete. (~~*Devices And Luminaries*~~) (*Power and Lighting Distribution*)

(FF) Chapter 40 - Delete. (~~*Appliance Installation*~~) (*Devices and Luminaries*)

(GG) Chapter 41 - Delete. (~~*Swimming Pools*~~) (*Appliance Installation*)

*(HH) Chapter 42 - Delete. (~~Class 2 Remote Control Signaling And Power Limited Circuits~~)
(Swimming Pools)*

(II) Chapter 43 – Delete. (Class Remote Control Signaling and Power Limited Circuits)

(JJ) Chapter 44 – Delete. (Referenced Standards)

(KK) ~~2006~~ 2012 International Residential Code Electrical Provisions/National Code Cross Reference (appendix Q) - Delete.

(LL) Agricultural exception: Accessory buildings on existing, legal nonconforming agricultural properties that are utilized as stables and livestock shelters, where no vehicle storage will take place will be allowed in accordance with the following requirements:

1. Required concrete floor slabs may be omitted in those specific areas of livestock buildings or structures used by the livestock upon approval of the director of community development.
2. Other than in subsection ~~(X)~~ (LL) 1 of this section, floors shall be concrete, asphalt or wood installed to prevent the seepage of hazardous, toxic or combustible liquids into the ground.
3. All accessory buildings shall be securely anchored to the ground.
4. Pre-engineered accessory building kits shall be installed in accordance with manufacturer's specifications and plans.

(MM) Floor Trusses and Prefabricated Wood I-Joists: Floor trusses and prefabricated wood I-joists must be protected by 5/8-inch gypsum board, a fire rated drop ceiling or an automatic sprinkler system. If installed above a crawl space, provide a smoke detector and protected opening to the crawl space.

4-1-3-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The rules and regulations adopted in section 4-1-3-1 of this chapter shall apply to the following buildings and structures:

- (A) Single-family detached residences.
- (B) Duplex houses (2 units side by side) and two-family apartments or flats.
- (C) Detached accessory structures.

4-1-4: REGULATIONS AND STANDARDS FOR CONSTRUCTION OF ALL OTHER BUILDINGS INCLUDING RESIDENTIAL (OTHER THAN ONE- AND TWO-FAMILY), ASSEMBLY, COMMERCIAL, OFFICE, STORAGE, EDUCATIONAL, INDUSTRIAL AND INSTITUTIONAL:

4-1-4-1: ADOPTION OF INTERNATIONAL BUILDING CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled the "~~2006~~ 2012 international building code", three (3) copies of which are on file in the office of the city.

4-1-4-2: AMENDMENTS TO CODE:

The ~~2006~~ 2012 international building code, as adopted in section 4-1-4-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert the "City of Darien" for [name of jurisdiction].

(B) Section ~~108.2~~ 109.2 - Revise to read as follows:

109.2 - See city code of Darien for appropriate fee schedules.

(C) Section ~~113.4~~ 114.4 - Revise to read as follows:

114.4 - Violation penalties: See city code of Darien for penalties for violations of the provisions of this code.

(D) Section ~~114.3~~ 117.2 - Revise to read as follows:

117.2 - A fine of not less than \$100.00 or more than \$1,000.00 for each day the above violation shall be imposed.

(E) Section 903.2.1.1 - Revise to read as follows:

An automatic fire suppression system shall be provided in use group A-1 occupancies when a structure's gross square footage is 2,500 square feet or more.

(F) Section 903.2.1.2 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-2 occupancies.

(G) Section 903.2.1.3 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-3 occupancies when a structure's gross square footage is 2,500 square feet or more.

(H) Section 903.2.1.4 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-4 occupancies when a structure's gross square footage is 2,500 square feet or more.

(I) Section 903.2.5 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group I occupancies.

Exception:

1. Where use group I-2 child care facilities are located in R-3 and R-4 occupancies in compliance with the Illinois department of child and family services.

(J) Section 903.2 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group B, E, F, M and S occupancies when a structure's gross square footage is 2,500 square feet or more.

4-1-4-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The building code adopted in section 4-1-4-1 of this chapter shall apply to all buildings and structures other than one- and two-family residences and other buildings normally accessory to them.

4-1-5: REGULATIONS AND STANDARDS GOVERNING THE CONSTRUCTION AND USE OF MECHANICAL EQUIPMENT:

4-1-5-1: ADOPTION OF INTERNATIONAL MECHANICAL CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "~~2006~~ 2012 international mechanical code", three (3) copies of which are on file in the office of the city.

4-1-5-2: AMENDMENTS TO MECHANICAL CODE:

The ~~2006~~ 2012 international mechanical code as adopted in section 4-1-5-1 of this chapter shall be amended as follows:

(A) Insert "the City of Darien" wherever the code refers to jurisdiction.

(B) Wherever fee schedules, dollar amounts, offenses, or time limits are referred to in this code, the code of the City of Darien shall apply.

(C) Section 927 – Add the following:

Section 927 - Ventless and vent free fireplaces are prohibited.

4-1-5-3: ADOPTION OF SAFETY CODE FOR EXISTING ELEVATORS AND ESCALATORS ("ELEVATOR CODE"):

There is hereby adopted and incorporated by reference as part of this section, the code entitled "safety code for existing elevators and escalators, 2005 edition", by the American Society of Mechanical Engineers, three (3) copies of which are on file in the office of the city.

4-1-5-4: AMENDMENTS TO ELEVATOR CODE:

The safety code for existing elevators and escalators, as adopted in section 4-1-5-3 of this chapter shall be amended to read as follows:

(A) Insert the "City of Darien" wherever the code refers to jurisdiction.

(B) Section 1.4: Definitions - Revise to read as follows:

Building Code: The ~~2006~~ 2012 international building code, and as amended by section 4-1-4-2 of this chapter.

4-1-6: STANDARDS AND SPECIFICATIONS, RULES AND REGULATIONS OF THE NATIONAL ELECTRICAL CODE:

4-1-6-1: ADOPTION OF NATIONAL FIRE PROTECTION ASSOCIATION NATIONAL ELECTRICAL CODE:

The standards and specifications, rules and regulations of the National Fire Protection Association national electrical code, ~~2005~~ 2011 edition, as published by the National Fire Protection Association except as amended herein, are hereby adopted as the standards and specifications, rules and regulations for installation, alteration, repair and use of electrical equipment, subject however, to the additional standards and specifications, rules and regulations as hereinafter set forth, and except where they are in conflict with the other provisions of this code and said code is hereby incorporated herein by reference.

~~4-1-6-2: AMENDMENTS TO CODE:~~

The National Fire Protection Association national electrical code, as adopted in section 4-1-6-1 of this chapter shall be amended to read as follows:

~~(A) Article 394 – Concealed Knob End Tube – Delete.~~

~~(B) Article 334 – Nonmetallic Sheathed Cable – Delete.~~

~~(C) Article 330 – Metal Clad Cable; Shielded Nonmetallic Sheathed Cable; 338 Service Entrance Cable. The provisions of these articles may be permitted only upon written authorization of the building official after sufficient justification as to the special circumstances making necessary such permission.~~

~~(D) Article 352 – Rigid Nonmetallic Conduit. The provisions of this article may be permitted only upon the written authorization of the building official after sufficient justification as to the special circumstances making necessary such permission.~~

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

4-1-7-1: ADOPTION OF THE PLUMBING CODE OF THE STATE OF ILLINOIS:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "Illinois state plumbing code 2004 edition", three (3) copies of which are on file in the office of the city.

4-1-7-2: ADDITIONS TO CODE:

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

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

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

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

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

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

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

4-1-7-3: AMENDMENTS TO CODE:

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

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

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

4-1-8: FIRE PREVENTION AND CONTROL REGULATIONS AND STANDARDS:

4-1-8-1: ADOPTION OF THE INTERNATIONAL FIRE CODE ~~OF THE BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC.:~~

There is hereby adopted and incorporated by reference as part of this section, the code entitled "~~2006~~ 2012 international fire code", printed in pamphlet form ~~by the Building Officials and Code Administrators International, Inc., including no errata sheets inserted~~, three (3) copies of which are on file with the city.

4-1-8-2: AMENDMENTS TO CODE:

The ~~2006~~ 2012 international fire code, as adopted in section 4-1-8-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert "City of Darien" for [name of jurisdiction].

(B) Section 108 - Revise board of appeals to read:

Whenever the chief of the bureau of fire prevention shall disapprove an application, or refuse to grant a permit, or when it is claimed that the provisions of this article have been

misconstrued or wrongly interpreted, the applicant or person affected may appeal from the decision of the director of building and zoning to the planning and zoning commission of the City of Darien. Appeals made pursuant to this section shall be in accordance with the procedures set forth in the city's zoning ordinance.

(C) Section 503.1 - Revise to read:

Fire apparatus access roads shall be provided so that:

1. Public or private access is provided to each building so that the first responding fire district pumper unit will be able to be so located that all points of the interior of the building may be reached by one hundred fifty (150) feet of initial attack hose.

a. Where the size of the building does not allow this regulation to be met, an interior standpipe system equipped with fire department hose connections approved by the fire official may be allowed as an exception. The standpipe system shall be connected to a public water system.

2. Public or private access for motor fire apparatus shall be provided around the building so that there may be proper operation of ladders and mechanically elevated mechanisms.

3. Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty (250) feet from the most remote point of the building to the closest fire hydrant.

4. Fire lanes on private property shall be approved by the fire official, and parking of motor vehicles otherwise obstructing such fire lanes or access routes shall be prohibited at all times. Permanent all-weather signs identifying fire lanes and access ways shall be posted.

5. In commercial developments public or private fire department access roads and ways shall be all weather, properly maintained and accessible at all times. A minimum of eight (8) inches of granular stone surfaced by at least two (2) inches of bituminous asphalt material. Fire lanes in residential developments shall be reviewed by the fire official for adequacy.

6. Access roads or fire lanes shall be not less than fifteen (15) feet from the building and further if the height of the building requires a greater setback to ladder the buildings.

7. Access routes shall be continuous around the building.

a. This requirement may be modified by the fire official where adequate building access openings, a complete fire suppression system and high rise provisions are provided.

(D) Add section ~~316~~ 506 - Revise to read:

Section ~~316.0~~ 506.0 - Fire Department Rapid Entry System.

Section ~~316.1~~ 506.1 - General. The fire official shall require all new and existing construction that is required to be equipped with an approved fire alarm system ~~that consists of smoke and/or heat detection and all buildings required to be equipped with a complete~~ or sprinkler system to have an approved key box system ~~except of 1 and 2 family dwellings thirty (30) days after approval of ordinance.~~

Section ~~316.2~~ 506.2 - Purpose. The purpose of the rapid entrance key system is to allow the fire department to gain immediate access to a building in emergency situations without forcible entry.

Section ~~316.3~~ 506.3 - Location. The approved key box shall not be located more than 5 feet ~~above grade from the adjacent grade, and shall be approved by the code official.~~

Section ~~316.4~~ 506.4 - Contents. The approved key box shall contain key, keycards, etc. as needed to gain necessary access as required by the code official.

Section ~~316.5~~ 506.5 - Alarms. At the request of the owner or lessee, the fire code official shall permit him to install a key box tamper switch connected to the building's alarm system. If the owner or lessee chooses to connect the key box to an alarm, then they shall comply with the following requirements:

1. If the building is protected by a burglar alarm system, the key box shall be connected to that system.
2. If the building is not protected by a burglar alarm system, the key box may be connected to the fire alarm providing the connection is on the trouble side signaling an alarm. Connection to the fire alarm requires the key box to be zoned separately from any fire detection and noted on the fire alarm annunciator panel as KEY BOX.

(E) Add section ~~317~~ 319 to read:

Section ~~317.0~~ 319.0 - Miscellaneous Provisions.

Section ~~317.1~~ 319.1 - Hazardous Areas - Room used for storage, boiler or furnace rooms, fuel storage, janitors' closets, and maintenance shops shall be separated from other building areas by assemblies having a fire resistance rating of not less than one hour with appropriate protection of openings into the rooms.

Section ~~317.2~~ 319.2 - Fire Evacuation Procedure Notice. Owners, managers, and agents of multiple dwelling units with *more than six (6)* ~~three (3) or more~~ units, motels, hotels and places of assembly, served by a common entrance, shall post and maintain in a conspicuous location

within each dwelling unit and in access routes, a written notice which explains what procedures to use in the event of a fire. The notice shall contain a diagram of all fire exits.

(F) Add section ~~318~~ 320 - Packing Materials. Materials used for protective packing shall be kept in approved noncombustible containers.

Section ~~318.1~~ 320.1 - Removal Of Packing And Waste Materials. No persons shall store in any building excess amounts of combustible empty packing cases, wooden or plastic pallets, barrels, boxes, rubber tires, shavings, excelsior, rubbish, paper bags, litter, hay, straw and similar combustibles. Aisle ways and storage of the abovementioned combustibles necessary for the performance of business shall be kept in an orderly and neat manner. Combustible materials shall be removed daily or more often as is necessary to suitable vaults, bins, dumpsters, compactors or separate buildings. Such practices shall be as approved by the fire official.

(G) Section 505.1 - Address Numbers. *Delete the word "alphabet."* ~~In the third line from the bottom, delete "or alphabet".~~

(H) Section 806.1.1 - Restricted Occupancies. Revise to read as follows:

Natural cut trees shall only be permitted in the dwelling units of group R-2 and R-3 occupancies.

(I) Section 807.4.3.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

(J) Section 807.4.4.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

(K) Add to Sections ~~901.7.1 and 901.7.2~~ to read:

Section 901.7.1 - Systems Out Of Service. Automatic fire suppression systems shall not be out of service for more than eight (8) hours for additions, alterations, maintenance or repairs without the approval of the fire official or the designated representative.

~~Section 901.7.2 - Control Valve Operator/Fire Watch. When any fire suppression system must be taken out of service, for any length of time, a responsible person shall be stationed at the control valve(s) to immediately activate the system in case of fire.~~

This is not reasonable and should be deleted. In most cases the work will be done to the sprinkler piping itself. The section that might need the water, could in fact not even be connected to the sprinkler system at the time.

(L) Section 905 - Standpipe Systems. Add the following:

Class I standpipe systems shall be installed in all buildings where any portion of the building's interior area is more than *one hundred fifty (150)* ~~two hundred (200)~~ feet of travel from the nearest point of fire district vehicle access.

Change made to make this section consistent with section 503.1 of the Fire Code.

(M) Add section 905.12 to read:

Section 905.12 - Standpipe Flow Switch. All standpipe systems shall have flow switches interconnected to the building fire alarm system.

(N) Section 906.1 - Where Required. Add the following:

7. Within five (5) feet of all exit doors ~~in all but group R-3 occupancies, and within seventy five (75) feet of travel distance.~~ If there are practical difficulties in locating the fire extinguisher within five (5) feet of an exit door, then the fire extinguisher shall be located as directed by the code official *shall designate an approved location.*

(O) Revise section 907 to read:

Delete the following sections of 907: Sections 907.2.1, 907.2.2, 907.2.3 exception 3, 907.2.4, 907.2.7 exception 2, 907.2.8.1 exception 2, 907.2.9.1 exception 2, 907.2.10.1 exception 2.

Section ~~907~~ 907.2 - Fire Alarm And Automatic Detection Required.

Section ~~907.1~~ 907.2 - All Other Use Groups Except R-3. In all buildings with floor areas greater than two thousand (2,000) square feet, ~~automatic and manual~~ fire alarm systems shall be required and approved by the code official for the particular application ~~and shall only be used for detection and signaling in the event of fire.~~ Detection devices shall be compatible with the hazards and purpose for alarm.

The newer codes allow fire alarm systems to be used for other building emergencies.

Each building which is required to be built pursuant to the ~~2006~~ 2012 international building code as adopted by the City of Darien, *having a required F.A. system* shall be equipped with a wireless radio connection, approved by the code official, between its automatic fire detection equipment and such appropriate dispatch station as utilized by the fire protection district or department which services the structure.

Assembly. Both new and existing educational and institutional use groups shall be equipped with an approved fire alarm system. This shall include assembly and educational uses with 20 or more occupants.

Section 907.2 - Alarm systems in use group R-1, R-2 and R-3 (except for detached single-family dwelling structures) shall comply with the following: Approved automatic fire ~~detection protection~~ shall be provided to protect new and existing multi-family buildings, which include apartments of three (3) or more units, townhouses and similar uses.

1. Approved automatic smoke detection devices wired to an activated living unit electrical circuit shall be provided in the vicinity of all bedrooms and elsewhere, based on room arrangements, in each living unit.

(a) The wiring shall allow for easy removal and replacement of the device.

(b) Each detector shall include an audible alerting device.

i. Approved fixed temperature devices shall be provided in each living unit near the kitchen and living room areas, with not less than one installed on each floor level. These shall be part of the fire alarm system.

ii. Generally unattended areas such as storage rooms, garages, combustible unattended areas, elevator shafts, furnace rooms, basements, attic spaces, crawl spaces and similar areas shall be protected by approved heat detection devices.

iii. Approved smoke detection devices shall be provided in all public or common egress routes, including corridors, stairways, exit hallways, etc.

iv. All devices, except living unit smoke detectors (from 1. above), shall be interconnected to an approved control panel with an audible alerting system servicing all floors of the building.

v. A zone indicator panel shall be provided in any building having multiple living units, with each zone serving more than one floor.

Section ~~907.3~~ 907.1.4 - Design. The system shall be designed and installed in accordance with the National Fire Protection Association No. 72, Installation, Maintenance and Use of Protective Signaling Systems, ~~2007~~ 2010 edition, with automatic detectors designed and installed in accordance with the National Fire Protection Association.

Section ~~907.4~~ 907.6.2 - Power Supplies. A primary power supply source for the operation of the system under normal conditions shall be provided. A secondary power supply for operation of the system shall be by a U.L. approved energy device or minimum 60-hour storage battery or engine driven generator.

Section 907.5 - No alarm shall be out of service for more than 24 consecutive hours.

Section ~~907.6~~ 907.2 - Automatic Sprinklers. Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

Section ~~907.7~~ 907.6.3 - Zones. Each floor and each area over 15,000 square feet in area shall be separately zoned. Each type of system (sprinkler, halon, alarm, etc.) shall be separately zoned.

Add Section ~~907.8~~ 907.6.3.3 - Each sprinkler system need only be zoned per floor for a flow alarm.

Add Section ~~907.9~~ 907.10 - The fire protection district shall have access at any time of the day or night to the fire alarm control panel without entering an individual living (dwelling) unit. The fire alarm panel must be installed in an approved climate controlled, weather protected closet with 24-hour access from the exterior of the building.

(P) Add section 915 to read:

Section 915 - Fire Hydrant Locations.

Section 915.1 - Fire Hydrant Locations. Water supplies shall be delivered under pressure to fire hydrants located as follows:

1. Fire hydrants shall be located along public streets, fire lanes, or access routes so that no portion of the building will be over 250 feet from a public fire hydrant. Where this is not possible, additional hydrants shall be located on the premises and be accessible to motorized fire apparatus.
2. In apartments, townhouses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route at a location approved by the fire official.
3. At least two (2) fire hydrants shall be located within 300 feet of the building.
4. Hydrants should be so located that:
 - a. Hydrants will be located approximately ten (10) feet from all weather roadways. If this cannot be done, the closest part of the hydrant shall be set back at least two (2) feet from the curb.
 - b. Hydrants shall not be located further than 75 feet from any fire department sprinkler or standpipe connection as determined by the code official.
 - c. Hydrants shall not be located closer than 25 feet to a building.
 - d. Hydrant outlets shall be a minimum of 18 inches but not more than 36 inches above the finished grade.
 - e. Access to fire hydrants shall be all-weather roadways adequate in width, clearance and

strength for fire fighting purposes. Such routes including private roadways, shall be maintained accessible during all seasons of the year.

5. Fire hydrants used in conjunction with water supplies shall have two (2^{1/2}) inch and one (4^{1/2}) inch outlets with auxiliary gate valves on the hydrant branch line. Threads shall be American National Standard. Pumper outlets shall face roadways.

6. Fire hydrants shall be protected from accidental damage by approved methods when located in areas subject to vehicular damage.

(Q) Section ~~1006.3 Illumination-Emergency Power~~ *1006.1.1 Emergency Power for Illumination* - revise to read as follows:

Emergency lighting shall be equipped with power supplies from an independent, approved reliable source (battery or automatic starting generator). Emergency lighting shall be provided in all rooms and spaces over 2,000 square feet in area, or in rooms with an occupancy load of 20 or more. When required, emergency lighting shall be installed in stairways, corridors, access routes and other exit components. Multi-family building - emergency lighting will be required in all existing and new multi-family buildings in stairways, corridors, exit access and other exit components.

(R) Add section ~~1004.10~~ *1021.1.1 - Number And Location Of Exits*. All rooms or spaces with accommodations for 20 or more persons or over 2,000 square feet in area and each floor shall have 2 separate means of egress.

(S) Add section ~~3308.12~~ *5600.1* - to read:

Section ~~3308.12~~ *5600.1 - Bond And Responsibility*. Bond and responsibility for fireworks display and discharge requires "public liability insurance" in the amounts of not less than \$1,000,000.00 bodily injury and \$250,000.00. The City of Darien and the local fire protection district shall be added as an "additional insured."

(T) Add section ~~3406.9~~ *5706.9* - to read:

Section ~~3406.9~~ *5706.9 - Special Dispensers*. Special type dispensers such as coin, key or card-operated devices, for self service operation by the general public are prohibited unless there is an attendant on duty at all times.

(U) ~~Delete sections 803.4.3.1.1 and 803.4.3.1.2.~~

(V) ~~Chapter 45, Reference Standards: Revise the NFPA standard reference numbers as follows:~~

~~From 13-02 to 13-07~~

~~From 13D-02 to 13D-7~~
~~From 13R-02 to 13R-07~~

4-1-8-3: DEFINITIONS AND ADDITIONAL REGULATIONS OF INTERNATIONAL FIRE CODE:

(A) Definitions:

1. Fire Prevention Code Or Code: Wherever the words "fire prevention code" or "code" are used in the codes adopted herein by reference, they shall be held to mean the City of Darien ~~2006~~ 2012 international fire code.
2. Municipality: Wherever the word "municipality" is used in the codes adopted herein by reference, it shall be held to mean the City of Darien.
3. City: Wherever the word "city" is used in the codes adopted herein by reference, it shall be held to mean the City of Darien.
4. Corporation Counsel: Wherever the term "corporation counsel" is used in the codes adopted herein by reference, it shall be held to mean the legal counsel for the City of Darien.
5. Fire Official, Code Official, Fire Marshal, Authority Having Jurisdiction Or Chief Of The Bureau Of Fire Prevention: Wherever the term "fire official", "code official", "fire marshal", "authority having jurisdiction" or "chief of the bureau of fire prevention" is used in the codes adopted herein by reference, it shall be held to mean the director of community development or his designee.
6. Bureau Of Fire Prevention: Wherever the term "bureau of fire prevention" is used in the codes adopted herein by reference, it shall be held to mean department of community development.

(B) Administrative Bodies:

1. The fire prevention code shall be enforced by the department of community development of the city.
2. The person in general charge of the department of community development shall be the director of community development.
3. The director of the community development department may detail additional personnel as inspectors to assist in enforcing this chapter.

~~(C) Application Of Provisions: Except as stated elsewhere in this chapter, any existing building and/or structure shall be brought into compliance with all applicable provisions of the fire prevention code in the following situations:~~

~~1. If the structure or building is increased in floor area or in height, the entire structure or building shall be made to conform with the requirements of this chapter.~~

~~2. If any portion is changed in occupancy, that portion separated by approved fire-rated construction shall be made to conform with the requirements of this chapter.~~

~~3. If any portion is altered or remodeled costing in excess of fifty percent (50%) of the fair market value of the building or structure, such building or structure shall be made to conform to the requirements of this chapter.~~

~~4. If a building or structure is damaged by fire or other cause to the extent in excess of fifty percent (50%) of the fair market value before the damage was insured, the entire structure or building (exclusive of foundation) shall meet the requirements of this chapter.~~

The above section was a loop hole that allowed some commercial buildings to be altered without providing sprinklers, that otherwise, would have been required.

~~(D)~~ (C) Permits And Approvals:

1. Special Permits: Where special permits are required, application shall be made to the director of the department of community development. The director shall determine criteria, limitations and duration of permits until the appropriate requirements are met.

~~(E)~~ (D) Explosives And Blasting Agents:

1. The storage, handling and use of explosives and blasting agents is prohibited within the city.

(a) Exception: By special permit from the director of the department of community development.

~~(F)~~ (E) Flammable Liquids; Liquefied Petroleum Gases:

1. The storage of flammable liquids in outside aboveground tanks is prohibited.

(a) Exception: By special permit from the director of the department of community development.

2. The bulk storage of liquefied petroleum gases in excess of one thousand (1,000) gallons water capacity is prohibited.

(a) Exception: By special permit from the director of the department of community development.

~~(G)~~ (F) Manufacturing And Storage Of Fireworks Prohibited: The manufacture and storage of fireworks is prohibited within the corporate limits of the city, except by special permit issued by the code official.

~~(H) Motor Vehicle Routes For Vehicles Transporting Hazardous Chemicals Or Other Dangerous Articles, Including Liquefied Petroleum Gases And Combustible And Flammable Liquids: The routes referred to in section 20.14 of the fire prevention code for vehicles transporting hazardous chemicals and other dangerous articles are hereby established as routes approved by state, county or federal governments.~~

~~No tank vehicles shall be parked for over one hour or left unattended at any time.~~

~~(I)~~ (G) Emergency Conditions: When in the opinion of the director of the department of community development or his designee there is actual and immediate danger because of hazardous conditions which endanger life or may cause effects upon adjoining properties, the bureau may order the building to be immediately vacated and cause immediate remedial action if necessary. The cost of such remedial action shall be borne by the owner of the premises.

~~(J)~~ (H) Modifications: The director of the department of community development and the city administrator shall have power to modify any of the provisions of the fire prevention code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that the spirit of the code shall be observed, public safety and substantial justice done. The particulars of such modification, when granted or allowed, and the decision of the fire marshal shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

~~(K)~~ (I) New Materials, Processes Or Occupancies Requiring Permits: Upon a written request to employ new materials, processes or occupancies which require a permit or otherwise alter the provisions of the fire code, in addition to those now enumerated in said code, the director of community development shall forward said request along with supporting documentation and other applicable information as determined by the director of community development and city administrator to the building plan review and building inspection consultants employed by the city, to the local fire district and when applicable, to the city engineer, for their review and recommendation. Upon receipt of the recommendations from these sources, the director of community development and city administrator shall either approve or deny said request. In either situation, the determination made shall be posted in a conspicuous place at the Darien city hall, and copies shall be distributed to all parties.

~~(L)~~ (J) Penalties: The penalty for violation of this code shall be in accordance with the city code penalty section.

4-1-9: INTERNATIONAL ENERGY CONSERVATION CODE:

4-1-9-1: ADOPTION OF INTERNATIONAL ENERGY CONSERVATION CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "2012 international energy conservation code", printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, three (3) copies of which are on file in the office of the city.

4-1-9-2: AMENDMENTS TO CODE:

(A) Section 101.1 – Insert City of Darien for [name of jurisdiction].

~~4-1-9~~ 4-1-10: EXISTING STRUCTURES REGULATIONS:

~~4-1-9-1~~ 4-1-10-1: ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled "~~2006~~ 2012 international property maintenance code", printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, three (3) copies of which are on file in the office of the city.

~~4-1-9-2~~ 4-1-10-2: AMENDMENTS TO CODE:

The international property maintenance code, as adopted in section 4-1-9-1 of this chapter shall be amended as follows:

(A) Section 101.1 - Insert "City of Darien for [name of jurisdiction].

(B) Section 106.4 - Penalties. Revise to read as follows:

See the city code of Darien for penalties for violations of the provisions of this code.

~~4-1-10~~ 4-1-11: PERMITS AND FEES:

~~4-1-10-1~~ 4-1-11-1: PERMIT REQUIRED; ISSUANCE:

A building permit, as provided for herein, shall first be required before any construction, alteration, repair or removal within the city shall be commenced. No work shall be done and no permit as required by these regulations shall be issued until the fee prescribed therefore has been paid and all other requirements for such permit have been met.

~~4-1-10-2~~ 4-1-11-2: GENERAL REQUIREMENTS:

(A) Plat Of Survey With Application: A plat of survey shall be submitted with a building permit application. The plat of survey shall be prepared by a registered land surveyor of the state of Illinois and include topographical data showing existing contours at vertical intervals of not less than two feet (2'), proposed changes in contours, proposed foundation and elevations and other land improvements within the platted property and surrounding properties. Topographical data shall refer to true USGS elevation standards.

(B) Spotted Survey Required: Two (2) copies of a spotted survey will be required within fourteen (14) days after the foundation is placed on the lot. The spotted survey shall include the true USGS elevations of the top of foundation wall and existing grade of curb, sidewalk or existing grade of street or roadway. It shall also include all building setbacks from the property boundaries. No construction will be permitted past the decking over the foundation except for water, sanitary sewer and related items unless such survey has been filed and approved by the department of community development staff.

(C) Final Grading Survey Required: Two (2) copies of a final grading survey will be required no less than four (4) days prior to the request for final occupancy. The final grading survey shall include topographical data showing final contours at vertical intervals of not less than two feet (2') based on true USGS elevation standards. A certificate of occupancy will not be issued until the final grading survey is approved by the city engineer.

In any residential zoning district, no permit may be issued for additional work if there remains uncompleted other work on the premises for which a building permit has been issued for more than twelve (12) months.

(D) Duration Of Permits:

1. Duration: The duration of a building permit shall be one year from the date of issuance.

2. Permit Extensions: Upon approval of the building official, a building permit may be extended for a period not to exceed six (6) months on payment of fifty percent (50%) of the original building permit fee.

3. One Permit Limit: No more than one building permit shall be issued for a property unless construction required under the first building permit continues at a reasonable level.

4. Suspension Of Permit: Any building permit issued, but under which no work has commenced within six (6) months after issuance of the permit, or if the authorized work is suspended or abandoned for a period of six (6) months after the time of commencing, the permit shall expire by its own terms. The permit must be surrendered to the building inspector within ten (10) days

after its expiration, and fees paid therefore shall be forfeited to the city. Upon such surrender, fifty percent (50%) of the total permit fee shall be refunded.

(E) Contractor Registration Requirements:

1. All contractors, ~~except electrical and plumbing contractors,~~ shall obtain a city contractor's license. This shall include all subcontractors. The Darien contractor's license year runs from May 1 to April 30. There is an annual fee with a one-half ($\frac{1}{2}$) year fee after November 1.

2. Electrical contractors shall give evidence of good standing by supplying a copy of the registration with any other city, county or state jurisdiction in Illinois.

3. Plumbing contractors must be licensed with the state of Illinois and shall submit a copy of their license. ~~Plumbing contractors doing sewer work shall be required to obtain a contractor's license.~~

4. Roofing contractors must be licensed with the state of Illinois and shall submit a copy of their license ~~and shall be required to obtain a contractor's license.~~

5. All contractors ~~including plumbing, electrical and roofing contractors,~~ *except for plumbers, roofers, lawn sprinkler and fire alarm contractors,* shall submit the following to the city:

(a) A ten thousand dollar (\$10,000.00) license bond. The general contractor may submit a twenty thousand dollar (\$20,000.00) license bond in lieu of separate bonds on each subcontractor.

(b) A certificate of liability insurance.

(c) \$60.00 annual fee.

6. License bond requirement may be waived where the owner of a single-family house is acting as a general contractor.

(F) Construction Vehicle Driveways: For any construction which does not include a hard surface for construction vehicles, a stone driveway must be laid within five (5) days of the placement of a foundation on a property.

(G) Erosion Control Devices: Erosion control devices such as silt fencing or hay bales shall be erected around the perimeter of any property under construction which includes earthwork.

(H) Sidewalk Construction Required Along Major Arterial Streets:

1. The city shall not issue any building permits for construction taking place along "major arterial streets", as defined hereafter, unless the applicant for the building permit and the owner of the property shall execute an acknowledgement that no occupancy permit for the building or structure will be issued unless sidewalks, constructed in accordance with the ordinances of the city, are installed along such major arterial streets prior to the occupancy of the building or structure. In lieu of the installation of the sidewalk prior to occupancy, and at the option of the city, the owner of the property may post a cash deposit with the city equal to the then current cost of installing the sidewalk or such other security acceptable to the city. This cash sum or other security shall be retained by the city until such time as it is most convenient for the city to install or to have installed such sidewalk segment either singly or as part of a larger sidewalk construction program. If, at the time the sidewalk is eventually installed, the cost of installing the sidewalk shall exceed the amount of the cash sum or other security posted, the owner shall be obligated, upon thirty (30) days' written notice, to increase the amount of that cash sum or other security in an amount sufficient to enable the city to install or to have installed the sidewalk. In the event that the cost of installing the sidewalk shall be less than the cash sum or other security deposited with the city, the amount of such excess will be returned to the owner after the sidewalk is installed and all costs for the installation of the sidewalk have been paid.

2. For the purpose of this subsection, "major arterial streets" within the city shall be defined as follows:

- (a) Route 83.
- (b) Clarendon Hills Road.
- (c) Plainfield Road.
- (d) Cass Avenue.
- (e) 75th Street.
- (f) Bailey Road.
- (g) North and South Frontage Roads.
- (h) Manning Road.
- (i) Lemont Road.
- (j) 83rd Street.

3. Any person who violates any provision of this subsection (H) shall upon conviction thereof be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). Every day upon which a violation of this subsection (H) takes place shall be deemed to be a separate offense.

(I) Permitted Hours Of Construction:

1. No construction for which a building permit is required under this chapter shall commence before the hour of six thirty o'clock (6:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Monday through Friday, or commence before the hour of seven thirty o'clock (7:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Saturday or Sunday.

2. Any person who violates any provision of this subsection (I) shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) for a first offense. Any person who violates any provision of this subsection (I) a second or subsequent time shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00). In addition, violation of this provision may be deemed cause for revocation of the building permit. (Ord. 0-11-07, 4-2-2007)

~~4-1-10-3~~ 4-1-11-3: PERMIT FEES:

(A) Plan Review Fees: Plan review fees are accessed through outside professional services.

| | |
|--|--|
| Single-family residence | \$315.00 |
| Residential additions | 215.00 |
| Detached garage | 115.00 |
| Multi-family residence | 315.00 per dwelling unit |
| Basement remodeling, deck, shed, etc. | 115.00 |
| Commercial, office, industrial | 0.003 x construction cost as determined by the most current publication of the "Means Cost Estimating Guide" |
| Elevators, escalators, dumbwaiters, platform lifts | 100.00 |
| Parking lots | 100.00 |
| Sign permits | 50.00 |
| Resubmittals | 65.00 for each |

The city reserves the right to employ outside review of any and all plans submitted and the cost of such review will be paid by the applicant.

(B) Construction Permit Fees:

1. Computing Fees: For the purposes of computing fees, all subordinate detached buildings, the use of which is clearly related to that of the main building located on the same plot, shall be considered to constitute a part of the main building when included in the same application for a building permit or when a permit is obtained for the detached subordinate building or buildings before occupancy of the main building.

2. Building Permit: The building permit fee for all new construction, additions, and alterations shall be based on the estimated cost of construction including all structural, electrical, plumbing, mechanical interior finish and site preparation elements. The following table sets forth said fees:

| <u>Construction Cost</u> | <u>Fee</u> |
|-----------------------------|--------------------------------|
| \$0.00 - \$8,000.00 | \$75.00 |
| \$8,001.00 - \$15,000.00 | 150.00 |
| \$15,001.00 - \$20,000.00 | 200.00 |
| \$20,001.00 - \$25,000.00 | 250.00 |
| \$25,001.00 - \$35,000.00 | 500.00 |
| \$35,001.00 - \$50,000.00 | 750.00 |
| \$50,001.00 - \$75,000.00 | 1,000.00 |
| \$75,001.00 - \$100,000.00 | 1,250.00 |
| \$100,001.00 - \$150,000.00 | 1,500.00 |
| \$150,001.00 - \$200,000.00 | 2,000.00 |
| Over \$200,000.00 | 2,500.00 + 10.00/\$1,000.00 |

3. Plumbing Permits: A separate plumbing permit shall be required when plumbing work is not performed in connection with a required building permit for new construction, alterations, additions, repairs or accessory uses. The plumbing permit fee shall be based on the following schedule:

| | |
|----------------|--|
| Residential | \$10.00 per fixture \$50.00 |
| Nonresidential | 20.00 per fixture 50.00 |

4. Electrical Permits: An electrical permit shall be required when electrical work is not performed in connection with a required building permit for new construction, alterations, additions, repairs or accessory uses. The electrical permit fee shall be based on the following schedule:

| | |
|----------------|---|
| Residential | \$3.00 per outlet plus 10.00 per circuit \$50.00 |
| Nonresidential | 3.00 per outlet plus 10.00 per circuit 50.00 |

This change reflects current practice.

5. Elevator Permits:

| | |
|----------------------------------|---------|
| Elevator | \$50.00 |
| Escalator | 50.00 |
| Dumbwaiter | 30.00 |
| Movable stage or orchestra floor | 50.00 |
| Platform lift | 50.00 |
| Hinged platform lift | 50.00 |

All existing elevators shall be inspected annually, at the cost of the property owner.

6. Permits For Tanks For Flammable Liquids:

| | |
|--|------------|
| Class 1 and 2 (1,000 gallon capacity) | \$50.00 |
| Each 100 gallons or fraction thereof over 1,000 | Add \$2.00 |
| Class 3 and 4 (550 gallons or less) | \$40.00 |
| Each additional 1,000 gallons or fraction thereof over 550 | Add \$2.00 |

7. Other Permits Which May Require Plan Review Fee:

| | |
|---|----------|
| Fire protection systems, including, but not limited to, range hoods, sprinklers, alarms | \$ 50.00 |
| | |
| Heating system/furnace | 50.00 |
| | |
| Residential air conditioner | 50.00 |
| | |
| Commercial conditioner | 150.00 |
| | |
| Building demolition: | |
| | |
| 500 square feet or less | 50.00 |

| | |
|-------------------------------|--------|
| Over 500 square feet | 100.00 |
| | |
| Tank removal | 100.00 |
| | |
| Swimming pool: | |
| | |
| Aboveground | 50.00 |
| Inground | 100.00 |
| | |
| Fence | 25.00 |
| | |
| Deck | 50.00 |
| | |
| Satellite dish | 50.00 |
| | |
| Detached garage: | |
| | |
| Up to 800 square feet | 100.00 |
| | |
| Shed: | |
| | |
| 100 to 800 square feet | 50.00 |
| | |
| Steam boiler | 75.00 |
| | |
| Incinerator (state approved): | |
| | |
| 5 square feet or less | 50.00 |
| Each additional 5 square feet | 5.00 |
| | |
| Driveways/parking lots: | |
| | |

| | |
|----------------|---|
| Residential | 25.00 50.00 for private portion of driveway; 75.00 for private and work within street right-of-way |
| Nonresidential | 50.00 100.00 |
| Other permits | 50.00 |

This change reflects current practice.

8. Sign Permits: The erection, construction or alteration of any sign, or its advertising structure, marquee, canopy or awning, requires a sign permit based on the following schedule:

| | |
|--|-----------|
| Nonilluminated signs (unless temporary) plus \$1.00 per square foot of gross surface area of each face thereof | \$100.00 |
| Temporary signs | 35.00 |
| Marquees, canopies and awnings plus \$0.20 per square foot of gross surface area | 20.00 |
| Illuminated signs plus \$2.00 per square foot of gross surface area of each face thereof | 200.00 |
| Reface of existing sign | 100.00 |
| Permanent residential development sign as described in subsection 4-3-10(A)3 of this title | No charge |

9. Other Fees:

| | |
|-----------------------------|----------------------|
| Reinspection: | |
| First occurrence | \$ 80.00 |
| Second occurrence | 100.00 |
| Work started without permit | 2 times standard fee |
| Final occupancy | \$ 50.00 |
| Violation of building code: | |

| | |
|---------------------|--------|
| First offense | 100.00 |
| Subsequent offense | 200.00 |
| | |
| Elevator inspection | 50.00 |

(C) Independent Inspectors: The city may, from time to time, hire an independent inspector to make inspections which cannot be performed by the staff building inspectors. The cost of said inspections shall be paid by the builder.

(D) Reinspections: Whenever a reinspection is required, due to inaccurate information or construction, an additional fee of eighty dollars (\$80.00) shall be charged for the first reinspection. A one hundred dollar (\$100.00) fee shall be charged for each additional reinspection after the first reinspection. This fee shall be payable prior to the reinspection being performed.

(E) Failure To Receive Required Inspection: If a builder fails to receive a required inspection and continues to work, there shall be a one hundred dollar (\$100.00) fee. A building inspector may require removal of any unauthorized work in order to adequately make a required inspection.

(F) Work Started Without A Permit: Whenever work for which a permit is required is commenced without a permit, the applicant shall pay the following additional fees:

Fifty dollars (\$50.00) for the first three thousand dollars (\$3,000.00) of construction cost, and twenty dollars (\$20.00) per one thousand dollars (\$1,000.00) of additional cost of construction in order to reimburse the city for clerical, inspection and other administrative expenses.

(G) Permit Pick Up: Building permits must be picked up within sixty (60) days of approval. If a permit is not picked up within sixty (60) days, it will become null and void and the applicant will be charged the applicable plan review fee.

(H) Temporary Certificate Of Occupancy (Valid For A Period Not To Exceed 120 Days):

| | |
|-------------|--|
| Residential | \$100.00 plus cash bond for cost of outstanding work |
| Commercial | 150.00 plus cash bond for cost of outstanding work |

In addition, the seller/owner of any property for which a temporary certificate of occupancy is sought shall post the following sums to ensure the completion of incomplete items as follows:

| | |
|--------------|-----------------------|
| Site grading | \$5,000.00 |
| Sidewalk | 15.00 per square foot |

| | |
|---|-----------------------|
| Concrete driveway approach/private driveway | 15.00 per square foot |
| Asphalt driveway approach/private driveway | 10.00 per square foot |
| Private landscaping | 4,000.00 |
| Public landscaping, infrastructure, storm sewer, storm sewer structure and water valves | 3,000.00 |

Such sums shall be released upon the issuance of a final certificate of occupancy. In the event all or a portion of said work is not completed by the expiration of the prescribed period of not to exceed one hundred twenty (120) days, the city may, in its discretion, release such funds to the property owner or cause uncompleted work to be completed.

(I) Final Certificate Of Occupancy: \$50.00

~~4-1-10-4~~ 4-1-11-4: DUPAGE COUNTY FAIR SHARE TRANSPORTATION IMPACT FEE:

In addition to any other requirements of this code, no building permit or occupancy permit shall issue for improvements subject to the requirements of the DuPage County fair share transportation impact fee ordinance, county ordinance OTD-021-89, as said ordinance may be amended from time to time, until the applicant for such permit furnishes the city with a copy of a receipt of payment of DuPage County's impact fee.

4-1-10-5: REDUCED FEES WHEN APPLICATION MADE BY LOCAL GOVERNMENT BODY:

(A) Whenever a local governmental body (school district, library district, fire protection district, park district, community college district, county, forest preserve) makes application for work for which a permit fee is required pursuant to this title or any other title of this code, the permit fee will be reduced by a percentage equal to the percentage that such governmental body's taxable property, as determined by the most recent assessed valuation, is also taxable property within the City of Darien. For example, if ninety five percent (95%) of a local governmental body's assessed valuation is located within the City of Darien, then the permit fee shall be reduced by ninety five percent (95%).

(B) Local governmental permit applicants shall be required to pay or reimburse the city for any actual expenses (such as consultant plan review fees) incurred by the city as part of the city's permit application review.

(C) Local governmental permit applicants shall provide the City of Darien with sufficient information showing the assessed valuation calculation in order to have a permit fee reduction.

~~4-1-11-1~~ 4-1-12: REMOVAL OF CERTAIN IMPROVEMENTS IN BUSINESS DISTRICTS:

~~4-1-11-1~~ 4-1-12-1: REMOVAL OF PERSONAL PROPERTY:

Whenever any improved property located in one of the city's business districts has been out of operation for more than three (3) months, the owner of the property shall remove the following items of personal property there from:

- (A) Freestanding signage;
- (B) Canopies or canopy superstructures (specifically in the case of automobile service stations);
- (C) Directional signage;
- (D) Accessory structures, dumpsters;
- (E) Gasoline pumps.

~~4-1-11-2~~ 4-1-12-2: CONTACT PERSON; ADDITIONAL INFORMATION:

At the direction of the city the owner and/or authorized agent of any business referred to hereinabove shall provide the city with the following information:

- (A) Name, address, daytime and emergency phone number of responsible parties;
- (B) Good faith estimate of time building is expected to remain vacant;
- (C) Status of any compliance measures required by other governmental agencies, including, but not limited to, the Illinois environmental protection agency and Illinois state fire marshal office.

The information provided above shall be updated on a quarterly basis. (Ord. 0-36-06, 8-21-2006)

~~4-1-11-3~~ 4-1-12-3: ONGOING MAINTENANCE:

The owner of any such abandoned building shall maintain landscaping on the grounds, including the parkway, in a reasonable condition, in compliance with all city ordinances regarding maintenance and outdoor landscaping. All buildings shall be secured. Debris, graffiti, abandoned vehicles, and garbage shall be removed from the property within forty eight (48) hours' notice by the city.

4-1-11-4: PENALTY; REMOVAL; LIEN:

Any owner of property who fails to remove the improvements identified herein within fourteen (14) days of notice from the city, and who fails to maintain the property in accordance with the provisions of this section 4-1-11 shall be subject to a fine of not less than one hundred dollars (\$100.00) and not more than seven hundred fifty dollars (\$750.00). Each day's violation shall be considered a separate offense. The city may enter upon the property to cause the removal of the structures which are maintained on such property in violation of this provision. In such case the city's costs, along with a reasonable administrative fee, shall operate as a lien against that property. In such case, the city administrator shall cause a notice of lien to be filed against the property in the office of the DuPage County recorder of deeds.

AGENDA MEMO

City Council

December 17, 2012

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2013 Street Maintenance Program, in an amount not to exceed \$13,750.00.

RESOLUTION

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 73 pavement corings for the tentatively proposed 2013 Street Maintenance Program. The following roads have been slated for the 2013 Street Maintenance Program:

| PROPOSED 2013 ROAD PROGRAM | | | | | |
|-----------------------------------|---------------|---------------------|-------------------------------|--------------------------|--------------------|
| Street Name | Rating | Subdivision | Limit | Most Recent Rehab | Road Length |
| */** Roger Road | 66 | Marion Hills N | Clarendon Hills to Plainfield | 1999 | 1120 |
| * Eleanor Place | 66 | Marion Hills N | 69th to Holly | 1997 | 1050 |
| * Brookbank Avenue | 66 | Marion Hills N | 69th to Holly | 1997 | 1150 |
| Woodvale Dr | 66 | Farmingdale Village | Beller to 87th | 1997 | 1270 |
| Highcrest Dr | 66 | Farmingdale Village | Beller to Hillside | 1997 | 765 |
| Beller Ct | 66 | Farmingdale Village | Beller to Limit | 1997 | 485 |
| Dunmore Dr | 66 | Tara Hill | Kilkenny to dead end | 1995 | 1000 |
| Tara Hill Rd | 65 | Tara Hill | Dunmore to Carlow | 1995 | 1300 |
| Carlow Dr | 65 | Tara Hill | Tara Hill to Andrus | 1995 | 1500 |
| Brandon Rd | 65 | Tara Hill | Carlow to Middleton | 1995 | 1060 |
| Kerry Ln | 66 | Tara Hill | Tara Hill to Brandon | 1995 | 660 |
| Middleton Rd | 65 | Tara Hill | Kerry to Dunmore | 1995 | 1060 |
| Kilkenny Dr | 66 | Tara Hill | Brandon to Dunmore | 1995 | 1200 |
| Creekside Ln | 66 | Brookeridge | Kearney to Dead End | 2001 | 2500 |
| Carriage Green Dr (entrance) | 66 | Carriage Green 1-2 | Frontage to Old Oak | 1999 | 200 |
| Carriage Green Dr | | | | | |

| | | | | | |
|----------------------------------|---------------|--------------------|---|--------------------------|--------------------|
| (entrance) | 67 | Carriage Green 1-2 | Frontage to Old Oak | 1999 | 200 |
| Street Name | Rating | Subdivision | Limit | Most Recent Rehab | Road Length |
| Carriage Green Dr | 66 | Carriage Green 1-2 | Old Oak to Coachman's | 1999 | 1440 |
| Carriage Green Dr | 67 | Carriage Green 1-2 | Coachman's to Heather | 1999 | 1260 |
| Gleneyre Rd | 65 | Carriage Green 1-2 | Heather to Coachman's | 2002 | 1100 |
| Heather Ln | 67 | Carriage Green 1-2 | Carriage Green to Gleneyre | 2002 | 800 |
| ** Coachman's Rd | 69 | Carriage Green 1-2 | Carriage Green to Dead End | 2002 | 880 |
| Dorchester Ln | 66 | Farmingdale Ter N | 79th to Somerset | 1997 | 615 |
| Somerset Ln | 66 | Farmingdale Ter N | Dorchester to Mayfair | 1997 | 335 |
| Mayfair Ln | 66 | Farmingdale Ter N | 79th to Somerset | 1997 | 615 |
| Redondo Court | 66 | Knottingham | Redondo Dr to Redondo Dr | 1994 | 409 |
| Florence Ave | 65 | Knottingham | Manning to Limit | 1996 | 1250 |
| Center Cir | 65 | Knottingham | Florence to Dead End | 1999 | 190 |
| Gordon Ct | 65 | Knottingham | Florence to Dead End | 1999 | 190 |
| Wilcox Avenue | 67 | Farmingdale 5-9 | 71st to McAdam | 1998 | 625 |
| McAdam Rd | 67 | Farmingdale 5-9 | Wilcox to Holly | 1994 | 980 |
| ** Howdy Ln | 67 | Downers Fairview | Wirth to Gold Grove | 1997 | 540 |
| Richard Rd | 67 | Downers Fairview | 72nd to Gigi | 1999 | 720 |
| Greenbriar Ln | 67 | Farmingdale South | Bailey to Grant | 1997 | 1200 |
| ** Iroquois St | 67 | Farmingdale South | Cass to Adams | 1997 | 980 |
| ** Grant St | 67 | Farmingdale South | Greenbriar to Sleepy Hollow | 1999 | 660 |
| ** Grant St (CDS) | 70 | Farmingdale South | Grant St to Limit | 2000 | 300 |
| Sweetwater Ct | 66 | Hidden Lakes | Hinswood to Limit | 1995 | 400 |
| LINEAL FEET | | | | | 32009 |
| MILES-OPTION 1 | | | | | 6.06 |
| ** MILES-OPTION 2 | | | | | 5.21 |
| Darien Park District-Parking Lot | N/A | 4 Cores | 802 Plainfield Rd REIM FROM PARK DISTRICT | | N/A |
| Water Plant 3 | N/A | 4 Cores | 1930 Manning Rd Budget Pending | | N/A |

* Pending Ditch project approval

** Proposed Roadways to be postponed pending Budget and/or bid results

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s sub consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (73 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways.

Total Engineering Cost for Task 1 - \$13,000.00

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the list of streets to be included in the 2013 Road Program. The evaluation will be performed as per the established hourly rates at a not to exceed amount of \$750.00.

Total Engineering Cost for Task 2 - \$750.00

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

| | |
|------------------|---------------|
| Cost for Task 1- | \$13,000.00 |
| Cost for Task 2- | <u>750.00</u> |
| Total Cost | \$13,750.00 |

Funding for the Engineering Services would be expended from the following line item of the FY 13 Budget:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | FY 12/13 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|--|-----------------|----------------------|------------------|
| 01-30-4325 | ROAD CORE SPECS/TESTING SERVICES | \$13,600.00 | \$ 12,243.40 | \$ 1,356.60 |
| 25-35-4856 | DARIEN PARK DISTRICT REIM SPECS/TESTING SERVICES | N/A | \$ 753.30 | N/A |
| 02-50-4325 | PLANT NO 3 SPECS/TESTING SERVICES | \$ 5,000.00 | \$ 753.30 | \$ 4,246.56 |

Committee Recommendation

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$13,750.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 17, 2012 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2013 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$13,750.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd., for pavement corings for the proposed 2013 Street Maintenance Program in an amount not to exceed \$13,750.00, 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 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

Revised November 30, 2012

November 19, 2012

City of Darien
 City Hall
 1702 Plainfield Road
 Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2013 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2013 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2013 Road Program will consist of the following streets:

| PROPOSED 2013 ROAD PROGRAM | | |
|----------------------------|-------------|-------|
| STREET | ROAD LENGTH | CORES |
| Roger Road | 1120 | 2 |
| Eleanor Place | 1050 | 2 |
| Brookbank Avenue | 1150 | 2 |
| Woodvale Dr. | 1270 | 2 |
| Highcrest Dr | 765 | 2 |
| Beller Ct. | 485 | 1 |
| Dunmore Dr. | 1000 | 2 |
| Tara Hill Rd. | 1300 | 3 |
| Carlow Dr. | 1500 | 3 |
| Brandon Rd. | 1060 | 2 |
| Kerry Ln. | 660 | 1 |
| Middleton Rd. | 1060 | 2 |

| | | |
|------------------------------------|--------|----|
| Kilkenny Dr. | 1200 | 2 |
| Creekside Ln. | 2500 | 5 |
| Carriage Greens Dr. (entrance) | 200 | 1 |
| Carriage Greens Dr. (entrance) | 200 | 1 |
| Carriage Green Dr. | 1440 | 3 |
| Carriage Green Dr. | 1260 | 3 |
| Gleneyre Rd. | 1100 | 2 |
| Heather Ln. | 800 | 2 |
| Coachmans Rd. | 880 | 2 |
| Dorchester Ln. | 615 | 1 |
| Somerset Ln. | 335 | 1 |
| Mayfair Ln. | 615 | 1 |
| Redondo Court | 409 | 1 |
| Florence Ave. | 1250 | 2 |
| Center Cir | 190 | 1 |
| Gordon Cr. | 190 | 1 |
| Wilcox Avenue | 625 | 1 |
| McAdam Rd | 980 | 2 |
| Howdy Ln | 540 | 1 |
| Richard Rd. | 720 | 1 |
| Greenbriar Ln. | 1200 | 2 |
| Iroquois St. | 980 | 2 |
| Grant St. | 660 | 1 |
| Grant St. (CDS) | 300 | 1 |
| Streetwater Ct. | 400 | 1 |
| LN FEET | 32,009 | 65 |
| MILES | 6.1 | |
| Darien Park District – Parking Lot | | 4 |
| Water Plant 3 | | 4 |
| Total | | 73 |

SCOPE AND FEE

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 73 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2013 Road Program based on the City's budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

CBBEL estimates the following fees for each of the tasks described above:

| | | |
|--------|-----------------------------------|-----------------|
| Task 1 | Geotechnical Investigation | \$13,000 |
| Task 2 | Evaluation of Geotechnical Report | \$ 750 |
| | TOTAL | <u>\$13,750</u> |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR CITY OF DARIEN:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
City Council
December 17, 2012

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2013 Street Maintenance Program in an amount not to exceed \$30,426.00.

RESOLUTION

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2013 Street Maintenance Program. The following roads have been slated for the 2013 Street Maintenance Program:

| PROPOSED 2013 ROAD PROGRAM | | | | | |
|-----------------------------------|---------------|---------------------|-------------------------------|--------------------------|--------------------|
| Street Name | Rating | Subdivision | Limit | Most Recent Rehab | Road Length |
| */** Roger Road | 66 | Marion Hills N | Clarendon Hills to Plainfield | 1999 | 1120 |
| * Eleanor Place | 66 | Marion Hills N | 69th to Holly | 1997 | 1050 |
| * Brookbank Avenue | 66 | Marion Hills N | 69th to Holly | 1997 | 1150 |
| Woodvale Dr | 66 | Farmingdale Village | Beller to 87th | 1997 | 1270 |
| Highcrest Dr | 66 | Farmingdale Village | Beller to Hillside | 1997 | 765 |
| Beller Ct | 66 | Farmingdale Village | Beller to Limit | 1997 | 485 |
| Dunmore Dr | 66 | Tara Hill | Kilkenny to dead end | 1995 | 1000 |
| Tara Hill Rd | 65 | Tara Hill | Dunmore to Carlow | 1995 | 1300 |
| Carlow Dr | 65 | Tara Hill | Tara Hill to Andrus | 1995 | 1500 |
| Brandon Rd | 65 | Tara Hill | Carlow to Middleton | 1995 | 1060 |
| Kerry Ln | 66 | Tara Hill | Tara Hill to Brandon | 1995 | 660 |
| Middleton Rd | 65 | Tara Hill | Kerry to Dunmore | 1995 | 1060 |
| Kilkenny Dr | 66 | Tara Hill | Brandon to Dunmore | 1995 | 1200 |
| Creekside Ln | 66 | Brookeridge | Kearney to Dead End | 2001 | 2500 |
| Carriage Green Dr (entrance) | 66 | Carriage Green 1-2 | Frontage to Old Oak | 1999 | 200 |
| Carriage Green Dr (entrance) | 67 | Carriage Green 1-2 | Frontage to Old Oak | 1999 | 200 |
| Carriage Green Dr | 66 | Carriage Green 1-2 | Old Oak to Coachman's | 1999 | 1440 |

| Street Name | Rating | Subdivision | Limit | Most Recent Rehab | Road Length |
|---|--------|--------------------|---|-------------------|-------------|
| Carriage Green Dr | 67 | Carriage Green 1-2 | Coachman's to Heather | 1999 | 1260 |
| Glennyre Rd | 65 | Carriage Green 1-2 | Heather to Coachman's | 2002 | 1100 |
| Heather Ln | 67 | Carriage Green 1-2 | Carriage Green to Glennyre | 2002 | 800 |
| ** Coachman's Rd | 69 | Carriage Green 1-2 | Carriage Green to Dead End | 2002 | 880 |
| Dorchester Ln | 66 | Farmingdale Ter N | 79th to Somerset | 1997 | 615 |
| Somerset Ln | 66 | Farmingdale Ter N | Dorchester to Mayfair | 1997 | 335 |
| Mayfair Ln | 66 | Farmingdale Ter N | 79th to Somerset | 1997 | 615 |
| Redondo Court | 66 | Knottingham | Redondo Dr to Redondo Dr | 1994 | 409 |
| Florence Ave | 65 | Knottingham | Manning to Limit | 1996 | 1250 |
| Center Cir | 65 | Knottingham | Florence to Dead End | 1999 | 190 |
| Gordon Ct | 65 | Knottingham | Florence to Dead End | 1999 | 190 |
| Wilcox Avenue | 67 | Farmingdale 5-9 | 71st to McAdam | 1998 | 625 |
| McAdam Rd | 67 | Farmingdale 5-9 | Wilcox to Holly | 1994 | 980 |
| ** Howdy Ln | 67 | Downers Fairview | Wirth to Gold Grove | 1997 | 540 |
| Richard Rd | 67 | Downers Fairview | 72nd to Gigi | 1999 | 720 |
| Greenbriar Ln | 67 | Farmingdale South | Bailey to Grant | 1997 | 1200 |
| ** Iroquois St | 67 | Farmingdale South | Cass to Adams | 1997 | 980 |
| ** Grant St | 67 | Farmingdale South | Greenbriar to Sleepy Hollow | 1999 | 660 |
| ** Grant St (CDS) | 70 | Farmingdale South | Grant St to Limit | 2000 | 300 |
| Sweetwater Ct | 66 | Hidden Lakes | Hinswood to Limit | 1995 | 400 |
| Water Plant 4 | | 1897 Manning Road | | 1950 | |
| LINEAL FEET | | | | | 32009 |
| MILES-OPTION 1 | | | | | 6.06 |
| MILES-OPTION 2 REMOVED ** | | | | | 5.21 |
| Darien Park District- Parking Lot-Option 3 | N/A | | 802 Plainfield Rd Reimb from Park District | | N/A |
| Water Plant 3 – Option 4 | N/A | | 1930 Manning Road Budget Pending | | N/A |

* Pending Ditch project approval

** Proposed roadways to be postponed-pending Budget and/or bid results

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Total Engineering Cost for Task 1 - \$2,760

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Total Engineering Cost for Task 2 - \$16,062.00

Task 3 – Coordination Meetings-CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Total Engineering Cost for Task 3 - \$1,440.00

Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Total Engineering Cost for Task 4 - \$4,164.00

Task 5 - Sampling Analysis - Quality Assurance Quality Control - The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and material specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

Total Engineering Cost for Task 5 - \$6,000.00

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

| | |
|------------------|--------------------|
| Cost for Task 1- | \$ 2,760.00 |
| Cost for Task 2- | \$16,062.00 |
| Cost for Task 3- | \$ 1,440.00 |
| Cost for Task 4- | \$ 4,164.00 |
| Cost for Task 5- | <u>\$ 6,000.00</u> |
| Total cost | \$30,426.00 |

Funding for Engineering Services would be expended from the following line item of the FY13 Budget:

| ACCOUNT | | FY 12/13 | PROPOSED | PROPOSED |
|---------|--|----------|----------|----------|
|---------|--|----------|----------|----------|

| NUMBER | ACCOUNT DESCRIPTION | BUDGET | EXPENDITURE | BALANCE |
|------------|---|--------------|--------------|----------|
| 01-30-4325 | CONSULTING PROFESSIONAL-ENG BID SPECS | \$ 30,500.00 | \$ 30,426.00 | \$ 74.00 |

Committee Recommendation

The Municipal Service Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$30,426.00.

The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.

Tentative Schedule

| Description/Task | Completion Date |
|---|-----------------------|
| Prepare Bid Specifications | December 2012 |
| Bid Due Date | January 2013 |
| Committee Agenda Contract Review/Approval | January/February 2013 |
| Council Agenda Contract Review/Approval | February/March 2013 |
| Execute Contract | March 2013 |
| Start Layout | April 2013 |
| Start Construction | Mid-May 2013 |
| Completion | July 2013 |

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 17, 2012 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKEN ENGINEERING, LTD. FOR THE 2013 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,426.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2013 Street Maintenance Program in an amount not to exceed \$30,426.00, 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 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of December, 2012.

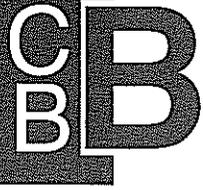
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

Revised November 30, 2012

November 20, 2012

City of Darien
 City Hall
 1702 Plainfield Road
 Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2013 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2013 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2013 Road Program will consist of resurfacing for the following streets:

| STREET | ROAD LENGTH |
|------------------|-------------|
| Roger Road | 1120 |
| Eleanor Place | 1050 |
| Brookbank Avenue | 1150 |
| Woodvale Dr. | 1270 |
| Highcrest Dr | 765 |
| Beller Ct. | 485 |
| Dunmore Dr. | 1000 |
| Tara Hill Rd. | 1300 |
| Carlow Dr. | 1500 |
| Brandon Rd. | 1060 |
| Kerry Ln. | 660 |

| | |
|--------------------------------|--------|
| Middleton Rd. | 1060 |
| Kilkenny Dr. | 1200 |
| Creekside Ln. | 2500 |
| Carriage Greens Dr. (entrance) | 200 |
| Carriage Greens Dr. (entrance) | 200 |
| Carriage Green Dr. | 1440 |
| Carriage Green Dr. | 1260 |
| Gleneyre Rd. | 1100 |
| Heather Ln. | 800 |
| Coachmans Rd. | 880 |
| Dorchester Ln. | 615 |
| Somerset Ln. | 335 |
| Mayfair Ln. | 615 |
| Redondo Court | 409 |
| Florence Ave. | 1250 |
| Center Cir | 190 |
| Gordon Cr. | 190 |
| Wilcox Avenue | 625 |
| McAdam Rd | 980 |
| Howdy Ln | 540 |
| Richard Rd. | 720 |
| Greenbriar Ln. | 1200 |
| Iroquois St. | 980 |
| Grant St. | 660 |
| Grant St. (CDS) | 300 |
| Streetwater Ct. | 400 |
| LN FEET | 32,009 |
| MILES | 6.1 |

Also, it is our understanding that the City may want the bid booklet structured to remove up to one mile of roadways, plans the following two options.

Option 3 – Darien Park District Parking Lot 3.

Option 4 – Water Plant 3

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the

existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, 2 ½ inches of hot-mix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 32,009 feet (6.1 miles).

SCOPE AND FEE

TASK 1 – FIELD RECONNAISSANCE: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer IV \$138/hr x 20 hrs = \$2,760

TASK 2 – PREPARATION OF BID BOOKLET: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer IV \$138/hr x 24 hrs = \$ 3,312
Engineer I/II \$102/hr x 100 hrs = \$12,750
Total \$16,062

TASK 3 – COORDINATION MEETINGS: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer IV \$138/hr x 2 meetings x 3 hrs = \$ 828
Engineer I/II \$102/hr x 2 meetings x 3 hrs = \$ 612
Total \$1,440

TASK 4 – BIDDING ASSISTANCE: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer IV \$138/hr x 4 hrs = \$ 552
Engineer I/II \$ 102/hr x 6 hrs = \$ 612
Direct Costs = \$3,000
Total \$4,164

TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL: Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

CBBEL estimates the following fees for each of the tasks described above:

| | | |
|--------|---|-----------------|
| Task 1 | Field Reconnaissance | \$ 2,760 |
| Task 2 | Preparation of Bid Booklet | \$16,062 |
| Task 3 | Coordination Meetings | \$ 1,440 |
| Task 4 | Bidding Assistance | \$ 4,164 |
| Task 5 | Sampling Analysis – Quality Assurance/Quality Control | <u>\$ 6,000</u> |
| | NOT TO EXCEED | \$30,426 |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF DARIEN.

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

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

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO

City Council

December 17, 2012

ISSUE STATEMENT

Approval of an ORDINANCE AMENDING SECTION 3-2-9 OF THE DARIEN CITY CODE ("Restrictions Applicable to All Soliciting and Peddling,")

ORDINANCE

BACKUP

BACKGROUND/HISTORY

Attached is an email from a resident asking to change the following code section:

3-2-9(C) It is hereby declared unlawful and a nuisance for any person who has not made a prearranged appointment with the occupant, to go upon any premises and ring the doorbell or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of engaging in peddling or soliciting after nine o'clock (9:00) P.M. and prior to nine o'clock (9:00) A.M. of any weekday or at any time on Sunday or on a state or national holiday.

In summary, the request is to change the hours of solicitation to make sure solicitors are not going house to house when it is dark outside. The police committee discussed this request at its December 6, 2012 committee meeting. The committee concurred that the current to 9:00pm time frame should be changed and concluded that 7:00pm is a more appropriate time. Additionally, the code did not consider Saturday hours in the past, this ordinance gives the same hours for Saturdays as weekdays.

STAFF RECOMMENDATION

The Police Committee recommends approval of a an ORDINANCE AMENDING SECTION 3-2-9 OF THE DARIEN CITY CODE ("Restrictions Applicable to All Soliciting and Peddling,")

ALTERNATE CONSIDERATION

As directed by the council.

DECISION MODE

This item will be placed on the December 17, 2012, agenda for formal consideration by the City Council.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-2-9 OF THE DARIEN CITY CODE

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 17 DAY OF DECEMBER, 2012

**Published
in
pamphlet
form
by
authority
of**

**the
Mayor
and
City
Council
of
the
City
of
Darien,
DuPage
County,
Illinois,
this**

—
**day
of _____**
—

,
2012.

AN ORDINANCE AMENDING SECTION 3-2-9 OF THE DARIEN CITY CODE

SECTION 1: Section 3-2-9 of the Darien City Code, "Restrictions Applicable to All Soliciting and Peddling," is hereby amended to provide as follows [deleted language stricken]:

3-2-9: RESTRICTIONS APPLICABLE TO ALL SOLICITING AND PEDDLING:

(C) It is hereby declared unlawful and a nuisance for any person who has not made a prearranged appointment with the occupant, to go upon any premises and ring the doorbell or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of engaging in peddling or soliciting after nine o'clock ~~(9:00)~~ (7:00) P.M. and prior to nine o'clock (9:00) A.M. of any weekday or Saturday or at any time on Sunday or on a state or national holiday.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

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

ILLINOIS, this 17th day of December, 2012.

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 17th day of December, 2012.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

From: KENNY, JOSEPH [<mailto:JOSEPH.KENNY@cbexchange.com>]

Sent: Wednesday, November 21, 2012 12:26 PM

To: Bryon Vana

Cc: Kathy Weaver; John Poteraske; Ernest Brown; Dan Gombac

Subject: SOLICITING AND PEDDLING ORDINANCE

Good After Bryon,

Last night approximately 8:10pm my wife was startled by somebody knocking on our front door. When I went to the door the person or persons had vacated the porch and were no longer there. I walked out and yelled into the street asking if somebody was there. A young man in his twenties came back and stated that they were working on the next block (1600 block of Claremont) for Illinois Energy, a window and siding company. I asked them to leave the area because it was late and I would be calling the police if they didn't leave. I met two more gentlemen that were with the same couple of men I asked them not to be soliciting when it is late. The one gentleman "Paul" stated he knew it was late and addressed that he's not used of the time change yet and was sorry for the disturbance.

Is there a way to amend the current ordinance on time of soliciting and peddling? The current ordinance reads as follows.

3-2-9: RESTRICTIONS APPLICABLE TO ALL SOLICITING AND PEDDLING

(C) It is hereby declared unlawful and a nuisance for any person who has not made a prearranged appointment with the occupant, to go upon any premises and ring the doorbell or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of engaging in peddling or soliciting after nine o'clock (9:00) P.M. and prior to nine o'clock (9:00) A.M. of any weekday or at any time on Sunday or on a state or national holiday.

My suggestion would be to amend it as follows

3-2-9: RESTRICTIONS APPLICABLE TO ALL SOLICITING AND PEDDLING

(C) It is hereby declared unlawful and a nuisance for any person who has not made a prearranged appointment with the occupant, to go upon any premises and ring the doorbell or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of engaging in peddling or soliciting from dusk until nine o'clock (9:00) A.M. of any weekday or at any time on Sunday or on a state or national holiday.

I look forward to your response on this matter but in the meantime may you and your family have a Happy Thanksgiving.

It's a good life!

Oh by the way, I'm never too busy to help your friends and family with their real estate needs.

Joe Kenny



8 E. Hinsdale Ave

Hinsdale, Il 60521

Office (630)789-8280

Cell (630)334-2858

www.Facebook.com/JoesMyRealtor

www.JoeKennyHomes.com

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AGENDA MEMO
Police Committee
December 17, 2012

ISSUE STATEMENT

Creation of a Criminal Intelligence Analyst position in the Police Department.

JOB DESCRIPTION

BACKGROUND HISTORY

One year ago, the Darien Police Department began using statistics to identify criminal activity in the community to properly allocate resources and communicate patterns to residents. The City of Darien Police Department has identified the need to establish a position responsible for compiling statistics and analyzing data with the detectives to continue this practice and insure it is used effectively. A copy of the proposed job description is attached.

The best option is to designate one of the records department positions, as one employee has the skill set and background necessary to be capable of filling this position. The job is more complex and requires a higher level of skill, education and training than other records positions. Due to the greater requirements, we propose a higher step schedule for the position, with a range of \$43,000 - \$58,050, from the records current schedule of \$39,488 - \$53,308. This job would be included in MAP Darien Police Civilian Employees Chapter #147. The position will need to work from 8:30 am to 5:00 pm to coordinate with the detectives and command staff, who will work closely with the position.

If the City Council approves this item, Staff will move forward with notifying the union and implementing the new job classification.

STAFF/COMMITTEE RECOMMENDATION

The police committee recommends creating the position of Criminal Intelligence Analyst.

ALTERNATE CONSIDERATION

The alternate consideration would be to not create the position of Criminal Intelligence Analyst.

JOB DESCRIPTION

JOB TITLE: CRIMINAL INTELLIGENCE ANALYST

DEPARTMENT: POLICE DEPARTMENT

JOB SUMMARY

Under immediate supervision of the Deputy Chief of Police, the Crime Analyst is responsible for collecting, retaining and disseminating crime intelligence. The Crime Analyst compiles information and reports, and aids the Deputy Chief of Police in determining work priorities and preparing work schedules. The Criminal Intelligence Analyst performs more complex duties in the records department providing information to responsible parties as well as developing and maintaining data and reports to assist the department in work prioritization.

MAJOR RESPONSIBILITIES

- Review all police reports on a constant basis with the goal of identifying patterns as they emerge.
- Perform a variety of statistical analyses; provide information to assist in identifying crime problems; develop and test crime prediction and resource allocation statistical models; assist in advising sworn staff of areas of high crime probability; assist in developing and preparing charts, graphs, maps, reports and related materials in order to track and present findings related to criminal activity.
- Analyze related data from other jurisdictions to identify emerging crime trends from case and intelligence reports, briefings, social media and open source media.
- Maintain monthly workload analysis reports.
- Create confidential law enforcement bulletins regarding crime trends, wanted persons and officer safety.
- Assist in creating and maintaining a variety of maps within the police department, including police beats and grids; ensure sufficient copies are available for police staff.
- Create press releases, write articles for newsletter, e-newsletter, and community communications.

Crime Analyst

Page 2

- Analyze crime patterns over a long term basis to examine any underlying problems.
- Mine data from NETRMS, police reports, DUCOMM and other sources available to the Darien Police Department for crime analysis.
- Collaborate with neighboring police departments to understand issues in surrounding municipalities that could impact the way the department provides services.
- Communicate data and reports effectively to detectives, sergeants, and command staff to be utilized in managerial decisions.
- Keep and maintains records for officers assigned to special task forces.
- Provide prompt, courteous and professional service to residents and other customers.
- Administer work delegated by the Deputy Chief of Police.
- Report any observed violations of City of Darien Personnel & Safety Manual or union contracts to the Deputy Chief of Police
- Follow policies as directed in the City of Darien's Employee and Safety Manual, unless otherwise instructed by the Deputy Chief.
- Perform other duties as assigned.

REQUIRED EDUCATION AND EXPERIENCE

- Graduate from an accredited college
- Advanced knowledge of computer software programs used in crime analysis
- Ability to effectively and courteously communicate with residents and customers
- Ability to motivate co-workers and act as a leader on delegated projects
- At least three years experience working in a police department

REQUIRED TRAINING AND SKILLS

- Ability to communicate effectively with the public and other City employees
- Must complete a 40 hour crime analyst certification course within six months of hire
- Must be familiar with NetRms and other programs related to police data collection
- Ability to work independently and efficiently for periods of time
- Proficient in all Microsoft Office applications
- Verbal and written communication skills.
- Must have ability to establish & maintain effective working relationships with co-workers, other departments and public.
- Ability to read and understand the City of Darien Safety Manual and to work in a safe manner

Mental and Physical Ability:

Walking, stooping and standing, lifting boxes up to 25 pounds.

Good vision is required, either uncorrected or corrected through the use of lenses.

Good hearing is required, either uncorrected or corrected through the use of a hearing aid.

Some of these physical requirements may be accommodated for an individual with disabilities requiring and requesting such accommodation.

This classification specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

Created 10-12

AGENDA MEMO

City Council

December 17, 2012

ISSUE STATEMENT

Motion confirming City's intent to continue crossing guard services for District 61 through May 30th, 2013.

BACKUP

BACKGROUND/HISTORY

As background, at the Police Committee meeting on May 3, 2012, the committee discussed a proposal from the Andy Frain Company to provide crossing guard services in place of part time employees. The committee asked why we pay for the crossing guards for district 61 crossings. I advised that we have paid for the crossing guards historically but I am not aware of any intergovernmental agreement covering this. We do not pay for crossing guards for districts 63, 66, or private schools. The committee asked that, prior to any decision on the Andy Frain proposal, I contact the school district asking that they take over the crossing guard services. Since the committee is a sub group of the city council I advised the full city council as well. I recently sent Bob Carlo a reminder of this and he presented it to the school board. A representative of district 61 attended the 12-3-12 city council meeting and addressed the crossing guard issue. School District 61's position is that crossing guard services are a police function and the expense to fund these services should be the city's responsibility. Mayer Weaver asked that this issue be further discussed by the Police Committee.

At the 12-6-12 Police Committee meeting this topic was discussed. The committee concluded that the city should maintain funding for crossing guard services for District 61. The final decision to continue to fund the District 61 crossing guards will be confirmed as part of the FYE 4-30-14 budget approval. Additionally, the school expressed a concern that the city may discontinue crossing guard funding at the end of the current fiscal year, which would leave a crossing guard gap from April 30th to May 30th. To address this concern, the committee requested that the city formalize the commitment to provide school crossing guards through the end of the school year.

STAFF RECOMMENDATION

The Police Committee recommends approval of a motion confirming City's intent to continue crossing guard services for District 61 through May 30th, 2013.

ALTERNATE CONSIDERATION

As directed by the council.

DECISION MODE

This item will be placed on the December 17, 2012, agenda for formal consideration by the City Council.

**DARIEN PUBLIC SCHOOLS
DISTRICT #61**

7414 Cass Avenue
Darien, IL 60561

T 630-968-7505
F 630-968-0872
www.darien61.org

Dr. Robert M. Carlo, Superintendent
Mrs. Megan Stoltz, Business Manager
Dr. Carol A. Schultz, Director of Special Services

November 30, 2012

Dear Mayor Weaver and the Darien City Council,

On behalf of the resident students of Darien Public School District #61 we would like to address our concern on the decisions being made concerning City programs impacting our school district.

On November 14, 2012 we received communication from Chief Brown regarding changes to the D.A.R.E. program in the future. Our Superintendent, Dr. Carlo, informed us that he attended a meeting on the D.A.R.E. program called by Chief Brown. At the meeting and in a follow up call Dr. Carlo was informed that the program would continue for the remainder of the school year, honoring commitments already made to the schools. We understand that programs will be looked at to improve the D.A.R.E. program, as we currently know it, however, we can not help but question why this is happening so fast. D.A.R.E. has been a topic of discussion in the city for a number of years and the current information appears to be only half developed.

Second, our concern is that the current program provides interaction and education for our students. The interaction with Police Officers is an important part of community engagement and we do not want to see this lost. We are concerned that we will lose the connection with the police department on a personal level. By removing the Police liaison, with no concrete plan of who will help with this role, leaves us with no direct personal contact with the Police Department and no tested program for replacement.

Finally, we understand that your fiscal 2013 budget calls for the elimination of crossing guards that have provided safety to our Darien resident students coming to and from school for over fifteen years. We also understand that you have not budgeted for crossing guards beyond April 30, 2012. This is problematic as school is in session until May 30, 2013. Our research indicates that crossing guards are a police function in many areas as supported in the attachment which was shared by Dr. Carlo back in May of last year. The District is also concerned about the liability associated with this role moving forward in light of the 75th street expansion project and the growing public safety concerns for our resident students as a result of the reconfiguration.

Eisenhower Junior High School
1410 75th Street
Darien, IL 60561
630-964-5200

Lace Elementary School
7414 Cass Avenue
Darien, IL 60561
630-968-2589

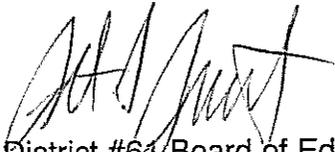
Mark DeLay Elementary School
6801 Wilmette Avenue
Darien, IL 60561
630-852-0200

It is disappointing that this decision seems to be based purely on finances which, we believe is short sighted and severely impacts the safety of the District's resident students.

Due to the lack of time the District has to determine what course of action it will take regarding your decision we would ask that the City continue its commitment to these public safety services through the end of the school year, just as it has promised it would do with the D.A.R.E. program. In the spirit of working together, perhaps we could explore other options which could be implemented for the next school year.

We wish to continue to work cooperatively with the City and hope that the City can understand our position and will continue to work cooperatively with us as well. We grow concerned when such changes are proposed, passed, and seemingly implemented without working with those entities directly impacted or considering other viable alternatives in the spirit of protecting our most precious commodity, our children.

Sincerely,



District #61 Board of Education

Bob Rzeszutko, President
Mike Overmann, Vice-President
Mare Chiaro, Secretary
Debbie Gaspari
Eric Goldbranson
Janine Kiewit
Claudia Manley

| <u>School District</u> | <u>Do you have Crossing Guards?</u> | <u>Who provides?</u> | <u>Comments</u> |
|------------------------|-------------------------------------|----------------------|---|
| Dupage SD 45 | No | | In same situation as Troy. |
| Addison SD 4 | Yes | Police Dept. | Don't do it yourself...huge liability. |
| Flossmoor SD 161 | Yes | Police Dept. | Cost is shared by District & village. Determining if they can train District personnel as subs. |
| Cicero SD 99 | Yes | Police Dept. | Town provides crossing guards. |
| Glen Ellyn SD 41 | Yes | Police Dept. | Police department hires & trains these positions |
| Lisle SD 202 | Yes | Police Dept. | Crossing guards hired & trained by Police Dept. |
| Woodridge SD 68 | Yes | Police Dept. | Crossing guards employed thru Police Dept. |
| CUUSD 200 | Yes | Police Dept. | Police Dept. provides & trains crossing guards. |
| Itasca SD | Yes | District | Annual training at start of school year by Police Dept. |
| Yorkville SD | Yes | Police Dept. | If someone comes in mid-year, they call police dept to come out & train that person. |
| West Chicago SD 33 | Yes | Police Dept. | Employed by city & trained by Police Dept. |