REVISED AGENDA

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

March 21, 2011

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

15. Consent Agenda

A. Consideration of a Motion to Approve the Darien Chamber of Commerce 11th

Annual Darien Dash, A 10k Run/a 5K Run/1 Mile Walk, on May 15,
2011 Beginning at 8:00 A.M and

Authorize Additional Police and Municipal Service Staffing Along with Additional Signage, Barricades and City Expense for This Event and Authorize the Chief of Police to Finalize the Details of This Event with the Chamber of Commerce

B. Consideration of a Motion to Approve the Use of the Right Half of the Following Streets for the *Darien Dash* which Begins at the Northwest Corner of Darien Community Park and Proceed as Follows:

<u>5K Run</u> - 71st Street to Richmond Avenue; South on Richmond Avenue and following Cherokee Drive to Darien Lane; North on Darien Lane and following Timber Lane to Seminole Drive; North on Seminole Drive to 71st Street; West on 71st Street to Beechnut Lane to Hinsbrook Avenue; East on Hinsbrook Avenue to Wilmette Avenue; North on Wilmette Avenue to 69th Street; East on 69th Street to Bentley Avenue; South on Bentley Avenue to 71st Street; East on 71st Street to Northwest Corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at All Times; And

<u>1 Mile Walk</u> – 71st Street to Richmond Avenue; North on Richmond Avenue to Maple Lane; East on Maple Lane to Bentley Avenue; South on Bentley Avenue to 71st Street; east on 71st Street to northwest corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at All Times; And

10K Race – 71st Street to Richmond Avenue; South on Richmond Avenue and following Cherokee Drive to Darien Lane; North on Darien Lane and following Timber Lane to Seminole Drive; North on Seminole Drive to 71st Street, West on 71st Street to Beechnut Lane to Hinsbrook Avenue; East on Hinsbrook Avenue to Wilmette Avenue; North on Wilmette Avenue to 69th Street; East on 69th Street to Bentley Avenue; South on Bentley Avenue to 72nd Street; west on 72nd Street o Richmond Avenue, South on Richmond Avenue to Seminole Drive; North on Seminole to Wilmette Avenue, North on Wilmette to 67th Street, East on 67th to Alabama Avenue, South on Alabama to Chestnut Lane, West on Chestnut to Path Connecting to Bentley Avenue, South on Bentley to 71st Street, East on 71st to Finish Line at Northwest Corner of Darien Community Park and the Street Closure of 67th Street between Cass Avenue and Clarendon Hills Road

C. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Accurate Tank Construction to Repair Fuel Tank Risers, Probes and Concrete Pad Replacement at the Municipal Services Facility located at 1041 South Frontage Road at a Cost not to Exceed \$42,890.00

15. Consent Agenda (**CONTINUED**)

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

Agenda 03/21/11

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

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

MARCH 7, 2011

1. <u>CALL TO ORDER</u>

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present: John Galan Sylvia McIvor

Carolyn A. Gattuso Ted V. Schauer

Joseph A. Marchese

Absent: Halil Avci and John Poteraske

Also in Attendance: Kathleen Moesle Weaver, Mayor

Joanne F. Coleman, City Clerk
Michael J. Coren, City Treasurer
John B. Murphey, City Attorney
Bryon D. Vana, City Administrator

Scott Coren, Assistant City Administrator

Robert Pavelchik, Police Chief

- 4. **<u>DECLARATION OF A QUORUM</u>** There being five aldermen present, Mayor Weaver declared a quorum.
- 5. **APPROVAL OF MINUTES** February 22, 2011

City Council Meeting

March 7, 2011

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

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

Abstain: McIvor

Nays: None

Absent: Avci, Poteraske

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

6. **RECEIVING OF COMMUNICATIONS**

There were none.

7. MAYOR'S REPORT

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

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

A. RESOLUTION NO. R-17-11 CONSIDE

CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION TO OPPOSE PROGRAM CUTS TO ARGONNE NATIONAL LABORATORY

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

Nays: None

Absent: Avci, Poteraske

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

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

City Clerk Coleman...

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

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

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

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

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

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

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

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

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

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10. <u>DEPARTMENT HEAD INFORMATION/QUESTIONS</u>

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

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

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

11. TREASURER'S REPORT

A. WARRANT NUMBER 10-11-18

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

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

Nays: None

Absent: Avci, Poteraske

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

12. STANDING COMMITTEE REPORTS

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

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

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

13. QUESTIONS AND COMMENTS — AGENDA RELATED

There were none.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

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

В.	RESOLUTION NO. R-18-11	CONSIDERATION OF A MOTION TO
		APPROVE A RESOLUTION
		APPROVING AND PUBLISHING THE
		UPDATED CITY OF DARIEN
		OFFICIAL ZONING MAP (2011)

C. RESOLUTION NO. R-19-11 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM

City Council Meeting

March 7, 2011

ASSOCIATED TECHNICAL

SERVICES (ATS), FOR THE 2010-11

WATER LEAK SURVEY IN AN

AMOUNT NOT TO EXCEED \$14,208.48

D. RESOLUTION NO. R-20-11 CONSIDERATION OF A MOTION TO

APPROVE A RESOLUTION

AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN

INTERGOVERNMENTAL

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

WAYS

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

Nays: None

Absent: Avci, Poteraske

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

16. **NEW BUSINESS**

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

A. ORDINANCE NO. 0-05-11 CONSIDERATION OF A MOTION TO

APPROVE AN ORDINANCE ABATING PROPERTY TAX HERETOFORE

LEVIED BY ORDINANCE 0-26-06

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

Nays: None

Absent: Avci, Poteraske

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

17. QUESTIONS, COMMENTS AND ANNOUNCEMENTS — GENERAL

Alderman Marchese...

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

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

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

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

18. **ADJOURNMENT**

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

VIA VOICE VOTE - MOTION DULY CARRIED

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

	Mayor
City Clerk	_

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

WARRANT NUMBER: 10-11-19

CITY OF DARIEN

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

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund			\$56,687.71				
Water Fund		\$186,335.14					
Motor Fuel Tax Fund							
Water Depreciation Fund							
Darien Area Dispatch Fund			\$300.59				
Capital Improvement Fund			\$3,887.00				
Debt Service Fund	Debt Service Fund						
Special Service Area Tax Fu	ınd						
Drug Forfeiture Fund	Drug Forfeiture Fund						
_	Subtotal:	\$	263,016.74				
General Fund Payroll	03/10/11	\$	232,491.53				
Water Fund Payroll	03/10/11	\$	20,416.56				
D.A.D.C. Payoll	03/10/11	\$	33,476.59				
-	Subtotal:	\$	286,384.68				

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

Approvals:
Kathleen Moesle Weaver, Mayor
Joanne F. Coleman, City Clerk
Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

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

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

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

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

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

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

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

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

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

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

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

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
EMBASSY REFRESHMENT SERVICE	COFFEE, CREAM & SUGAR	Maintenance - Building	36.71	4223
EXELON ENERGY INC.	0 SW COR 75TH ST, ADAMS, DARIEN	Street Light Oper & Maint.	1,948.52	4359
EXELON ENERGY INC.	0 2510 ABBEY DR, LOT 278, DARIEN, IL - STREET LIGHTS	Street Light Oper & Maint.	1,274.44	4359
FIRST ADVANTAGE	JANUARY 2011 DRUG TESTING	Liability Insurance	41.57	4219
FIRST ADVANTAGE	FEBRUARY 2011 CDL DRUG TESTING	Liability Insurance	41.57	4219
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 6713 DICOSOLA CT	Street Light Oper & Maint.	150.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 8 LOCATIONS	Street Light Oper & Maint.	536.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	REPLACE LENS - COMSTOCK & JANET	Street Light Oper & Maint.	67.00	4359
GENE'S TIRE SERVICE, INC. IOME DEPOT	TIRE REPAIR ON #203	Maintenance - Equipment	252.96	4225
OLIET SUSPENSION	SUPPLIES	Maintenance - Building	142,42	4223
OLIET SUSPENSION	REPLACE REAR SPRING #103	Maintenance - Vehicles	514.60	4229
OLIET SUSPENSION	REPLACE REAR SPRING #103	Maintenance - Vehicles	514.60	4229
C CANN INDUSTRIES INC	3/4-INCH AIR HOSE	Maintenance - Equipment	140.00	4225
IIDWEST HEALTH WORKS	PRE-EMPLOYMENT & RANDOM DRUG & ALCOHOL SCREENINGS	Liability Insurance	69.00	4219
HARA TRUE VALUE	SUPPLIES	Maintenance - Building	336.17	4223
ATTEN INDUSTRIES, INC.	REPAIR OF IT 28G	Maintenance - Equipment	861.66	4225
ATTEN INDUSTRIES, INC.	FILTERS	Maintenance - Vehicles	934.81	4229
ED WING SHOES	BOOTS	Liability Insurance	110.00	4229 4219
C MAR INDUSTRIES, INC.	GLOVES & POWER SCRUBS	Liability Insurance	87.35	4219 4219
C MAR INDUSTRIES, INC.	GLOVES & POWER SCRUBS	Maintenance - Building	98.50	4223

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

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

CITY OF DARIEN Expenditure Journal General Fund Police Department

From 3/8/2011 Through 3/21/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	SNOW REMOVAL & SALTING - CITY HALL & POLICE	Maintenance - Building	237.50	4223
ARBORETUM VIEW ANIMAL HOSPITAL	VETERINARIAN SERVICES - ROLF	Maintenance - Equipment	11.50	4225
CAROL KOPTA	MILEAGE, TOLLS & MEETING REIMBURSEMEN - MAR-11 SLEAP MEETING	Travel/Meetings	24.63	4265
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles		
CHASE CARD SERVICES	2011 MEMBERSHIP	Dues and Subscriptions	167.10	4229
CHASE CARD SERVICES	DETECTIVE INTERNET	Investigation and Equipment	160.00	4213
	SEARCHES	investigation and Equipment	50.00	4217
CHASE CARD SERVICES	CREDIT FOR MATTRESS RETURN	Investigation and Equipment	(89.64)	4217
CHASE CARD SERVICES	LENS FOR DETECTIVE	Investigation and Equipment	100	
CHASE CARD SERVICES	RIFLE SLINGS	Investigation and Equipment	199.99	4217
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	992.09	4217
CHASE CARD SERVICES	SPEAKERS FOR LAP	Supplies - Office	61.73	4243
	TOPS - PAVELCHIK & COOPER	Outphiles - Office	39.58	4253
CHASE CARD SERVICES	KITCHEN SUPPLIES	Supplies - Office	40.0	
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	10.21	4253
CHASE CARD SERVICES	EMPLOYEE LUNCHEON	Supplies - Other	16.47	4253
	- BLIZZARD	outhlies - Offiel	112.50	4257
CHASE CARD SERVICES	SUPPLIES FOR SERGEANTS MEETING	Travel/Meetings	5.75	4265
CHASE CARD SERVICES	INTERNET	Telephone		
COMCAST	CABLE BOXES - ACCT	Telephone	79.90	4267
	8771 20 121 01609878	resehmone	2.10	4267
CYBOR FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION - POLICE DEPARTMENT	Maintenance - Building	150.00	4223

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

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

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

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

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

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

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

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADT SECURITY SYSTEMS, INC.	QUARTERLY INVOICE FOR SECURITY ALARM AT 1041 S. FRONTAGE	Maintenance - Building	213.41	4223
BEST QUALITY CLEANING, INC.	MARCH 2011 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CHASE CARD SERVICES	FILE TO CLEAN TOP OF WATERMAIN	Maintenance - Water System	95.85	4231
CHASE CARD SERVICES	WATER SPECIALIST TRAINING	Training and Education	206.71	4263
CHEMICAL PUMP SALES & SERVICE CHRISTOPHER B. BURKE ENG, LTD	CHLORINE TEST KIT PUBLIC WORKS SANITARY EXTENSION	Maintenance - Water System Consulting/Professional	55.00 166.25	4231 4325
COM ED	2103 75TH PUMP, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	833.62	4271
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.21	4223
DAS ENTERPRISES, INC. DUPAGE WATER COMMISSION E.F. HEIL LLC ELMHURST CHICAGO STONE COMPANY ELMHURST CHICAGO STONE COMPANY EMBASSY REFRESHMENT SERVICE	TRUCKING FEE DUMP FEE DUMP FEE COFFEE, CREAM & SUGAR	Maintenance - Water System DuPage Water Commission Maintenance - Water System	840.00 714.00 693.00 819.00 819.00 336.00 504.00 819.00 840.00 672.00 819.00 160,573.87 450.00 2,649.00 260.00	4231 4231 4231 4231 4231 4231 4231 4231
ENVIRO-TEST & PERRY LABS	SUGAR WATER SAMPLES	Quality Control	247.50	4241
Note: 9/16/11 04:40 50 PM			_ 17.00	/ □ T I

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

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

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

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

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

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

Expenditure Journal

Darien Area Dispatch Center Darien Area Dispatch

From 3/8/2011 Through 3/21/2011

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

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

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



| | \$

\$2,756.13

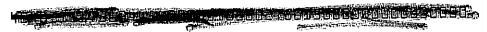
\$551.00

LUADE 2

Account number:

375L.13

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



\$0.00

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

CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153

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BUSINESS CARD STATEMENT

Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY					
Account Number:					
Previous Balance	\$2,588.70				
Payment, Credits	-\$2,678.34				
Purchases	+\$2,845.77				
New Balance	\$2,756,13				
Opening/Closing Date	02/03/11 - 03/02/11				
Total Credit Line	\$100,000				
Available Credit	\$97,243				
Cash Access Line	\$20,000				
Available for Cash	\$20,000				

PAYMENT INFORMATION	
New Balance	\$2,756.13
Payment Due Date	03/22/11
Minimum Payment Due	\$551.00

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

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

FLEXIBLE REWARDS SUMMARY

Previous points balance Points earned on purchases this period New total points balance 11,807 2,757 14,564

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

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/14	Payment Thank You - Image Check	-2,588,70
·	BRYON VANA TRANSACTIONS THIS CYCLE (GEOGRAPH) -\$2,588.70 INCLUDING PAYMENTS RECEIVED	
02/10	VVS.VAL VET/DIRECT PET 800-468-0059 KS 112-50-4231-4. Le tordeentop 2	₹ 95.85
02/11	WHITEHALL PRODUCTS WHITEHALL MI 01-30-4-20-7 Mailbox Frimbursime	114.13
02/14	PATIO RESTAURANT DARIEN IL 61-40-4257 - Employer Luncheon - Blizzar)	112.50
02/15	MCGRATH LEXUS WESTMONT WESTMONT IL 01-30.4 22 3 - Commeter Assembly	320.22
02/23	UPS (800) 811-1648 WESTMONT IL 01-30-4233 - Shipping charge by vatur	50.21
02/24	HILTON GARDEN INN EFFINGH EFFINGHAM IL O 2.50 4263 Weter Spice ichet trein	vy 206.71
	DANIEL GOMBAC	
02/04	WAL-MART #2215 DARIEN IL 01-40-4217 - Credit for returned metters	-89.64
03/01	WOLF CAMERA #1480 DARIEN IL 61-40-4217- Lang for Detective	199.99
	SARAH FALCO TRANSACTIONS THIS CYCLE (CAREELLE \$110.35	
02/24	ZAZZO PIZZERIA DARIEN IL 15-45-4065- Lunch Mectin	76,19
	DIANE DALY TRANSACTIONS THIS CYCLE (CAMPAGE) \$76.19	
02/08	TACTICAL LINK INC 425-4331299 WA 01-40.4217 - 2, 51251168	992.09
02/14	POLICE EXECUTIVE RESEARCH 202-4667820 DC 01-40-4213 2014 Member dop	160.00
	ROBERT PAVELCHIK TRANSACTIONS THIS CYCLE (************************************	
02/03	LEXISNEXIS RISK MGT 888-332-8244 FL 0. 40.4217 Detective intundo ocarch	50.00
02/09	JEWEL #3123 DARIEN IL 01-40-4265 Supplies for Sits Meeting	5.75
02/11	JIMMY JOHN'S # 571 630-9104585 IL 15-45-4265 SEDCOM Meetin (Supplie	70,00

Account Number:

Page 2 of 2

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ACCOUNT	ACTIVITY	(CONTINI	IED)
ACCOUNT	AUTIVITI	(00111111	

ACCOUNT	ACTIVITY (CONTINUED)	
Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/22	AMERICAN MESSAGING 888-247-7890 TX 01.40-4243 - Pas- rental	61.73
02/23	COMCAST CHICAGO 800-COMCAST IL 17-40-4267 - Int wet	79.90
02/23	WAL-MART #2215 DARIEN IL U1-40-4253 K.+cher Supplies	10,21
02/25	OFFICE DEPOT #1105 800-463-3768 IL ひトソロ・ソスンピーショウはんじつ	16,47
02/28	OFFICE DEPOT #1105 800-463-3768 IL DI-40-4233 Spictur Go lap tops -	39,58
	CAROL KOPTA TRANSACTIONS THIS CYCLE (CHARMAN \$333,64	
02/15	JIMMY JOHN'S # 571 DARIEN IL DI-10-4257 Buseut Meuting 7000	97.85
02/23	JETS PIZZA - DARIEN DARIEN IL 01-13 4257 Budget Muting 7000	86.39
	SCOTT COREN TRANSACTIONS THIS CYCLE (GATES 184.24	

Total fees charged in 2011 \$0.00

Total interest charged in 2011 \$0.00

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

INTEREST CHARGES

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

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

(v) = Variable Rate

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

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

	<u></u>	ENERAL E	UND - <i>(01)</i>			
		t Month	Year To Date		Total	
		<u>tual</u>	Actual		Budget	
	7					
Revenue		,074,170 \$			12,173,581	
Expenditures	\$	673,267 \$	10,521,142	. \$	12,794,419	
	Audited 5/	1/10 Opening	Fund Balance:	\$	3,248,725	
		ınd Balance:		\$	3,848,688	
		WATER FU	ND - (02)			<u> </u>
	Curren	t Month	Year To Date		Total	
		<u>tual</u>	Actual		Budget	
Revenue	\$	691,051 \$			4,985,285	
Expenditures	\$	474,125 \$	3,228,613	\$	4,351,585	
	Audited 5/	1/10 Cash Bala	ance	\$	212,244	
		ish Balance:		\$	1,435,882	
	MOT	ים בוובו די	AX FUND - <i>(03)</i>	11 101 101		A 1000
		UK FUEL 1 <i>A</i> t Month			Tatal	
		t Month tual	Year To Date Actual		Total <u>Budget</u>	
	.10					
Revenue	\$	55,095 \$	624,959	\$	630,000	
Expenditures	\$	128,889 \$	525,070	\$	533,165	
	Audited C	11/10 0	Fred Balance		(40.744)	
		1/10 Opening and Balance:	гило вајапсе:	\$ 5	(48,744) 51,145	
	WATER	DEPRECIA	ATION FUND (12	2)		
		t Month	Year To Date		Total	
	<u>Ac</u>	<u>tual</u>	<u>Actual</u>		<u>Budget</u>	
Revenue	\$	137 \$	2,587	\$		
Expenditures	\$	- \$			617,766	
1			•			
		'1/10 Cash Bala ash Balance:	ance	\$ \$	740,714	
	Current Co	isii balalice.		<u> </u>	134,173	
	CAPITA	IMPROVE	MENT FUND (2	5)	· · · · · · · · · · · · · · · · · · ·	
			•			
		t Month	Year To Date	-	Total	
	<u>Ac</u>	t Month <u>tual</u>	Year To Date <u>Actual</u>		Total <u>Budget</u>	
Doverse	<u></u>	tual	<u>Actual</u>	T.#	<u>Budget</u>	
Revenue Evnendhures	\$	<u>tual</u> 264 \$	Actual 1,902,373		Budget 1,874,055	
Revenue Expenditures	<u></u>	tual	Actual 1,902,373		<u>Budget</u>	
	\$ \$ Audited 5/	264 \$ 37,865 \$	Actual 1,902,373 2,198,765	\$	1,874,055 2,589,350 515,264	
	\$ \$ Audited 5/	264 \$ 37,865 \$	Actual 1,902,373 2,198,765	\$	1,874,055 2,589,350	
	\$ \$ Audited 5/	264 \$ 37,865 \$	Actual 1,902,373 2,198,765	\$	1,874,055 2,589,350 515,264	
Expenditures	\$ Audited 5/	264 \$ 37,865 \$ 1/10 Cash Baland Balance:	Actual 1,902,373 2,198,765	\$ \$ \$	1,874,055 2,589,350 515,264 218,872	200
Expenditures	\$ Audited 5/ Current Fu	264 \$ 37,865 \$ 1/10 Cash Baland Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN	\$ \$ \$	1,874,055 2,589,350 515,264 218,872	
Expenditures	\$ Audited 5/ Current Fu	264 \$ 37,865 \$ 1/10 Cash Baland Balance:	Actual 1,902,373 2,198,765 ance	\$ \$ \$	1,874,055 2,589,350 515,264 218,872	
Expenditures	\$ Audited 5/ Current Fu	264 \$ 37,865 \$ 1/10 Cash Balande Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$	1,874,055 2,589,350 515,264 218,872 5)	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC	264 \$ 37,865 \$ 37,865 \$ 21/10 Cash Baland Balance: DJECTS DEI t Month tual 2 \$	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget	
Expenditures CA	\$ Audited 5/ Current Fu	264 \$ 37,865 \$ 1/10 Cash Baland Balance: DJECTS DEI t Month	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$	264 \$ 37,865 \$ 1/10 Cash Balande: DJECTS DEI t Month tual 2 \$ - \$	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$ \$ Audited 5/	264 \$ 37,865 \$ 37,865 \$ 21/10 Cash Baland Balance: DJECTS DEI t Month tual 2 \$	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$ \$ Audited 5/	264 \$ 37,865 \$ 1/10 Cash Balance: DJECTS DEI t Month tual 2 \$ - \$ 1/10 Cash Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$ Audited 5/ Current Ft Current Ft	264 \$ 37,865 \$ 1/10 Cash Balance: DJECTS DEI t Month tual 2 \$ - \$ 1/10 Cash Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285 43,944 2,198	
Expenditures CA Revenue Expenditures	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$ \$ Audited 5/ Current Ft Current Ft	264 \$ 37,865 \$ 1/10 Cash Balance: DJECTS DEI t Month tual 2 \$ 1/10 Cash Balance: \$ 1/10 Cash Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285 43,944 2,198 for Year Actual prough Feb 10	
Expenditures CA Revenue	\$ Audited 5/ Current Ft PITAL PRO Curren AC \$ \$ Audited 5/ Current Ft Current Ft Current Ft Current Ft	264 \$ 37,865 \$ 1/10 Cash Balance: DJECTS DEI t Month tual 2 \$ - \$ 1/10 Cash Balance:	Actual 1,902,373 2,198,765 ance BT SERVICE FUN Year To Date	\$ \$ \$ ID (3	1,874,055 2,589,350 515,264 218,872 5) Total Budget 104,500 147,285 43,944 2,198	

Statement of Revenues and Expenditures - Revenue

Revenue

General Fund

From 2/1/2011 Through 2/28/2011

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

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Statement of Revenues and Expenditures - Revenue

Revenue

General Fund

	c 		Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees	_	182,309.37	120,803.01	1,423,229.82	1,327,751.10_	_1,610,857.00	(187,627.18)	11.65%
Charges for Services								
Inspections/Tap on/Permits	3320	0.00	0.00	3,875.00	0.00	0.00	3,875.00	0.00%
Total Charges for Services		0.00	0.00	3,875.00	0.00	0.00	3,875.00	0.00%
Intergovernmental							•	
State Income Tax	3410	299,513.75	150,000.00	1,716,309.04	1,514,500.00	1,818,355.00	(102,045.96)	5.61%
Local Use Tax	3420	26,605.94	22,083.33	257,869.33	220,833.30	265,000.00	(7,130.67)	2.69%
Sales Taxes	3430	369,757.79	363,400.00	3,705,479.22	3,634,000.00	4,360,800.00	(655,320.78)	15.02%
Total Intergovernmental		695,877.48	535,483.33	5,679,657.59	5,369,333.30	6,444,155.00	(764,497.41)	11.86%
Other Revenue								
DADC Administration Fee	3450	833.34	833.33	9,167.48	8,333.30	10,000.00	(832.52)	8.32%
Interest Income	3510	1,727.15	4,166.67	13,277.66	41,666.70	50,000.00	(36,722.34)	73.44%
Gain/Loss on Investment	3515	(7.77)	0.00	141.67	0.00	0.00	141.67	0.00%
Water Share Expense	3520	20,833.34	20,833.33	187,500.06	208,333.30	250,000.00	(62,499.94)	24.99%
Police Report/Prints	3534	330.00	381.25	5,271.50	3,812.50	4,575.00	696.50	(15.22)%
DARE Contribution	3536	0.00	0.00	500.00	0.00	0.00	500.00	0.00%
Grants	3560	0.00	0.00	3,077.75	0.00	0.00	3,077.75	0.00%
Rents	3561	24,462.42	20,769.50	243,173.77	207,695.00	249,234.00	(6,060.23)	2.43%
Other Reimbursements	3562	354.03	8,333.33	87,124.24	83,333.30	100,000.00	(12,875.76)	12.87%
Residential Concrete Reimb	3563	0.00	0.00	55,755.56	0.00	0.00	55,755.56	0.00%
Miscellaneous - Reimbursable	3568	0.00	0.00	10,081.85	0.00	0.00	10,081.85	0.00%
Mail Box Reimbursement Program	3569	49.13	0.00	3,110.09	0.00	0.00	3,110.09	0.00%
Sales of Wood Chips	3572	0.00	0.00	4,960.00	0.00	0.00	4,960.00	0.00%
Sale of Equipment	3575	0.00	0.00	23,446.68	0.00	0.00	23,446.68	0.00%
Miscellaneous Revenue	3580	956.49	1,250.00	33,906.19	12,500.00	15,000.00	18,906.19	(126.04)%
Total Other Revenue		49,538.13	56,567.41	680,494.50	565,674.10	678,809.00	1,685.50	(0.25)%
Total Revenue		1,060,551.88	825,973.08	10,978,252.11	10,353,693.13	12,087,581.00	(1,109,328.89)	9.18%

Statement of Revenues and Expenditures - Revenue

Revenue

Water Fund

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

Statement of Revenues and Expenditures - Revenue

Revenue

Motor Fuel Tax

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

Statement of Revenues and Expenditures - Revenue

Revenue

Impact Fee Agency Fund

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

Statement of Revenues and Expenditures - Revenue

Revenue

Special Service Area Tax Fund

	Cur	rent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	6,853.74	5,000.00	5,000.00	1,853.74	(37.07)%
Real Estate Taxes - Prior	3111	0.00	0.00	279.30	0.00	0.00	279.30	0.00%
Total Taxes		0.00	0.00	7,133.04	5,000.00	5,000.00	2,133.04	(42.66)%
Other Revenue								
Interest Income	3510	9.16	0.00	65.53	0.00	0.00	65.53	0.00%
Total Other Revenue		9.16	0.00	65.53	0.00	0.00	65,53	0.00%
Total Revenue		9.16	0.00	7,198.57	5,000.00	5,000.00	2,198.57	(43.97)%

Statement of Revenues and Expenditures - Revenue

Revenue

Drug Forfeiture Fund

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	4.82	0.00	46.79	0.00	0.00	46.79	0.00%
Drug Forfieture Receipts	3538	0.00	0.00	1,080.63	0,00	0.00	1,080.63	0.00%
Total Other Revenue		4.82	0.00	1,127.42	0.00	0.00	1,127.42	0.00%
Total Revenue		4.82	0.00	1,127.42	0.00	0.00	1,127.42	0.00%
				*			•	

Statement of Revenues and Expenditures - Revenue

Revenue

Water Depreciation Fund

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

Statement of Revenues and Expenditures - Revenue Revenue

Darien Area Dispatch Center

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510_	634.41	0.00	7,386.42	0.00	0.00	7,386.42	0.00%
Total Other Revenue		634.41	0.00	7,386.42	0.00	0.00	7,386.42	0.00%
DADC Revenue								
Dispactch Fee - Darien	3810	33,010.17	33,010.17	330,101.70	330,101.70	396,122.00	(66,020.30)	16.66%
Dispatch Fee - Lisle	3811	38,088.66	38,088.67	380,886.60	380,886.70	457,064.00	(76,177.40)	16.66%
Total DADC Revenue	7.24	71,098.83	71,098.84	710,988.30	710,988.40	853,186.00	(142,197.70)	16.67%
Total Revenue		71,733.24	71,098.84	718,374.72	710,988.40	853,186.00	(134,811.28)	15.80%

Statement of Revenues and Expenditures - Revenue

Revenue

Drug Seizures Fund

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

Statement of Revenues and Expenditures - Revenue Revenue

Road Improvement Fund

	Cı	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
Interest Income	3510	6.02	0.00	83.61	0.00	0.00	83.61	0.00%
Total Other Revenue		6.02	0.00	83.61	0.00	0.00	83.61	0.00%
Total Revenue		6.02	0.00	83.61	0.00	0.00	83.61	0.00%

Statement of Revenues and Expenditures - Revenue

Revenue

Capital Improvement Fund

Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Total Budget Remaining
0.00	0.00	200,770.00	200,770.00	200,770.00	0.00	0.00%
0.00	0.00	200,770.00	200,770.00	200,770.00	0.00	0.00%
264.16	0.00	4,140.84	0.00	0.00	4,140.84	0.00%
0.00	0.00	12,058.29	0.00	0.00	12,058.29	0.00%
0.00	0.00	12,118.96	0.00	0.00	12,118.96	0.00%
0.00	0.00	1,673,285.00	1,673,285.00	1,673,285.00	0.00	0.00%
264.16	0.00	1,701,603.09	1,673,285.00	1,673,285.00	28,318.09	(1.69)%
264.16	0.00	1,902,373.09	1,874,055.00	1,874,055.00	28,318.09	(1.51)%
	0.00 0.00 264.16 0.00 0.00 0.00	Actual Budget 0.00 0.00 0.00 0.00 264.16 0.00 0.00 0.00 0.00 0.00 0.00 0.00 264.16 0.00	Actual Budget Actual 0.00 0.00 200,770.00 0.00 0.00 200,770.00 264.16 0.00 4,140.84 0.00 0.00 12,058.29 0.00 0.00 12,118.96 0.00 0.00 1,673,285.00 264.16 0.00 1,701,603.09	Actual Budget Actual YTD Budget 0.00 0.00 200,770.00 200,770.00 0.00 0.00 200,770.00 200,770.00 264.16 0.00 4,140.84 0.00 0.00 0.00 12,058.29 0.00 0.00 0.00 12,118.96 0.00 0.00 0.00 1,673,285.00 1,673,285.00 264.16 0.00 1,701,603.09 1,673,285.00	Actual Budget Actual YTD Budget Total Budget 0.00 0.00 200,770.00 200,770.00 200,770.00 0.00 0.00 200,770.00 200,770.00 200,770.00 264.16 0.00 4,140.84 0.00 0.00 0.00 0.00 12,058.29 0.00 0.00 0.00 0.00 12,118.96 0.00 0.00 0.00 0.00 1,673,285.00 1,673,285.00 1,673,285.00 264.16 0.00 1,701,603.09 1,673,285.00 1,673,285.00	Actual Budget Actual YTD Budget Total Budget Variance 0.00 0.00 200,770.00 200,770.00 200,770.00 0.00 0.00 0.00 200,770.00 200,770.00 200,770.00 0.00 264.16 0.00 4,140.84 0.00 0.00 4,140.84 0.00 0.00 12,058.29 0.00 0.00 12,058.29 0.00 0.00 12,118.96 0.00 0.00 12,118.96 0.00 0.00 1,673,285.00 1,673,285.00 0.00 264.16 0.00 1,701,603.09 1,673,285.00 1,673,285.00 28,318.09

Statement of Revenues and Expenditures - Revenue

Revenue

Debt Service Fund

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

Statement of Revenues and Expenditures - Revenue

Business District

General Fund

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

Statement of Revenues and Expenditures - Expenditures General Fund

Administration

From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	33,114.85	30,000.00	361,876.13	342,900.00	402,900.00	41,023.87	10.18%
Overtime	4030	0.00	333.33	41.82	3,333.30	4,000.00	3,958.18	98.95%
Total Salaries		33,114.85	30,333.33	361,917.95	346,233.30	406,900.00	44,982.05	11.05%
Benefits				,		,	,	.,,,-
Social Security	4110	1,897.69	1,700.00	19,275.75	19,700.00	23,100.00	3,824.25	16.55%
Medicare	4111	443.81	450.00	5,130.46	5,100.00	6,000.00	869.54	14.49%
I.M.R.F.	4115	3,427.35	3,000.00	39,500.91	38,000.00	44,000.00	4,499.09	10.22%
Medical/Life Insurance	4120	5,292.53	5,800.00	56,312.81	56,400.00	68,000.00	11,687.19	17.18%
Supplemental Pensions	4135	1,746.98	1,916.67	18,801.93	19,166.70	23,000.00	4,198.07	18.25%
Total Benefits		12,808.36	12,866.67	139,021.86	138,366.70	164,100.00	25,078.14	15.28%
Materials and Supplies						·	·	
Dues and Subscriptions	4213	0.00	0.00	1,735.00	1,700.00	1,700.00	(35.00)	(2.05)%
Liability Insurance	4219	527.00	1,450.00	38,834.26	56,680.00	59,680.00	20,845.74	34.92%
Legal Notices	4221	939.77	708.33	5,517.04	7,083.30	8,500.00	2,982.96	35.09%
Maintenance - Building	4223	1,004.85	916.67	10,086.87	9,166.70	11,000.00	913.13	8.30%
Maintenance - Equipment	4225	260.00	1,041.67	10,608.13	10,416.70	12,500.00	1,891.87	15.13%
Maintenance - Grounds	4227	1,435.54	583.33	5,825.99	5,833.30	7,000.00	1,174.01	16.77%
Maintenance - Vehicles	4229	7.50	0.00	15.00	0.00	0.00	(15.00)	0.00%
Postage/Mailings	4233	24.07	475.00	2,444.35	4,750.00	5,700.00	3,255.65	57.11%
Printing and Forms	4235	0.00	266.67	474.77	3,966.70	4,500.00	4,025.23	89.44%
Public Relations	4239	3,373.22	6,600.00	32,031.79	47,500.00	63,000.00	30,968.21	49.15%
Rent - Equipment	4243	0.00	200.00	1,170.00	2,000.00	2,400.00	1,230.00	51.25%
Service Charge	4251	0.00	0.00	5.91	0.00	0.00	(5.91)	0.00%
Supplies - Office	4253	1,113.30	916.67	6,751.94	9,166.70	11,000.00	4,248.06	38.61%
Supplies - Other	4257	111.00	375.00	349.65	3,750.00	4,500.00	4,150.35	92.23%
Training and Education	4263	132.50	375.00	481.50	3,750.00	4,500.00	4,018.50	89.30%
Travel/Meetings	4265	0.00	166.67	84.00	1,666.70	2,000.00	1,916.00	95.80%
Telephone	4267	4,591.27	5,058.33	38,282,35	50,583.30	60,700.00	22,417.65	36.93%
Utilities (Elec,Gas,Wtr,Sewer)	4271	373,55	250.00	1,985.86	2,500.00	3,000.00	1,014.14	33.80%
Vehicle (Gas and Oil)	4273	814.55	658.33	4,589.03	6,583.30	7,900.00	3,310.97	41.91%

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Statement of Revenues and Expenditures - Expenditures

General Fund

Administration

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
ESDA	4279	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%
Total Materials and Supplies		14,708.12	20,041.67	161,273.44	229,096.70	271,580,00	110,306.56	40.62%
Contractual				·	,		,	10.0275
Audit	4320	0.00	0.00	16,575.00	17,029.00	17,029.00	454.00	2.66%
Consulting/Professional	4325	5,110.50	6,270.83	45,202.46	62,708.30	75,250.00	30,047.54	39.93%
Contingency	4330	1,200.00	833.33	7,898.46	7,499.97	10,000.00	2,101.54	21.01%
Janitorial Service	4345	1,182.00	1,375.00	11,820.00	13,750.00	16,500.00	4,680.00	28.36%
Total Contractual		7,492.50	8,479.16	81,495.92	100,987.27	118,779.00	37,283,08	31.39%
Other Charges						·	•	
Transfer to Other Funds	4605	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0.00	0.00%
Total Other Charges		0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0.00	0.00%
Total Expenditures		68,123.83	71,720.83	2,343,709.17	2,414,683.97	2,561,359.00	217,649.83	8.50%
Total		(68,123.83)	(71,720.83)	(2,343,709.17)	(2,414,683.97)	(2,561,359.00)	(217,649.83)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

City Council

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

Statement of Revenues and Expenditures - Expenditures General Fund

Community Development

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

Statement of Revenues and Expenditures - Expenditures

General Fund

Public Works, Streets

From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	31,678.47	37,154.00	414,002.06	408,692.00	483,000.00	68,997.94	14.28%
Overtime	4030	17,512.21	8,333.33	68,812.78	83,333.30	100,000.00	31,187.22	31.18%
Total Salaries		49,190.68	45,487.33	482,814.84	492,025.30	583,000.00	100,185.16	17.18%
Benefits			·	,	,	,	100,100.10	11.1070
Social Security	4110	4,462.13	4,075.00	43,997.82	44,850.00	53,000.00	9,002.18	16.98%
Medicare	4111	1,043.56	990.00	10,292.51	10,920.00	12,900.00	2,607.49	20.21%
I.M.R.F.	4115	8,564.12	7,075.00	80,977.96	77,850.00	92,000.00	11,022,04	11.98%
Medical/Life Insurance	4120	10,456.74	11,083.33	94,477.11	110,833.30	133,000.00	38,522,89	28.96%
Supplemental Pensions	4135	276.90	1,208.33	4,753.75	12,083.30	14,500.00	9,746.25	67.21%
Total Benefits		24,803.45	24,431.66	234,499.15	256,536.60	305,400.00	70,900.85	23.22%
Materials and Supplies						•	,	
Liability Insurance	4219	2,309.09	1,937.50	45,325.18	75,375.00	79,250.00	33,924.82	42.80%
Maintenance - Building	4223	2,395.81	1,179.17	8,559.32	11,791.70	14,150.00	5,590.68	39.51%
Maintenance - Equipment	4225	5,899.24	2,154.92	18,155.99	21,549.20	25,859.00	7,703.01	29.78%
Maintenance - Vehicles	4229	3,291.68	1,458.33	14,907.54	14,583.30	17,500.00	2,592.46	14.81%
Postage/Mailings	4233	0.00	62.50	770.10	625.00	750.00	(20.10)	(2.68)%
Rent - Equipment	4243	0.00	2,125.00	15,381.25	21,250.00	25,500.00	10,118.75	39.68%
Supplies - Office	4253	0.00	183.33	853.61	1,833.30	2,200.00	1,346.39	61.19%
Supplies - Other	4257	225.82	2,733.33	37,369.98	27,333.30	32,800.00	(4,569.98)	(13.93)%
Small Tools & Equipment	4259	628.85	375.83	3,239.93	3,758.30	4,510.00	1,270.07	28.16%
Training and Education	4263	159.00	277.08	1,948.73	2,770.80	3,325.00	1,376.27	41.39%
Uniforms	4269	396.14	450.00	3,223.31	4,500.00	5,400.00	2,176.69	40.30%
Utilities (Elec,Gas,Wtr,Sewer)	4271	668.02	250.00	1,754.30	2,500.00	3,000.00	1,245.70	41.52%
Vehicle (Gas and Oil)	4273	6,925.26	4,779.17	41,234.75	47,791.70	57,350.00	16,115.25	28.09%
Total Materials and Supplies		22,898.91	17,966.16	192,723.99	235,661.60	271,594.00	78,870.01	29.04%
Contractual		,	,		200,000.00	21 1100 1.00	10,010,01	20.0-7/0
Consulting/Professional	4325	59,881.69	4,583.33	69,242.94	45,833.30	55,000.00	(14,242.94)	(25.89)%
Forestry	4350	0.00	0.00	52,360.65	54,202.50	66,605.00	14,244.35	21.38%
Street Light Oper & Maint.	4359	6,223.48	6,666.67	60,218.06	66,666.70	80,000.00	19,781.94	24.72%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,500.00	41,500.00	613.00	1.47%

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Statement of Revenues and Expenditures - Expenditures

General Fund

Public Works, Streets

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	0.00	0.00	18,890.67	22,688.00	22,688.00	3.797.33	16.73%
Drainage Projects	4374	0.00	0.00	10,129.32	23,000.00	23,000.00	12.870.68	55.95%
Tree Trim/Removal	4375	0.00	0.00	16,213.50	13,150.00	13,150.00	(3,063.50)	(23.29)%
Total Contractual		66,105.17	11,250.00	267,942.14	267,040.50	301,943.00	34,000.86	11.26%
Capital Outlay					•	•	- 1,000	,,,,,
Residential Concrete Program	4381	0.00	0.00	51,382.59	0.00	0,00	(51,382.59)	0.00%
Equipment	4815	0.00	0.00	188,211.25	193,411.00	193,411.00	5.199.75	2.68%
Total Capital Outlay		0.00	0.00	239,593.84	193,411.00	193,411.00	(46,182.84)	(23.88)%
Total Expenditures		162,998.21	99,135.15	1,417,573.96	1,444,675.00	1.655,348.00	237,774.04	14.36%
Total		(162,998.21)	(99,135.15)	(1,417,573.96)	(1,444,675.00)	(1,655,348.00)	(237,774.04)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Police Department

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	32,921.35	32,100.00	373,529.69	353,060.00	417,152.00	43,622.31	10.45%
Salaries - Officers	4020	231,651.30	270,375.00	2,681,836.56	2,974,124.00	3,514,874.00	833,037.44	23.70%
Overtime	4030	28,411.51	38,077.00	371,608.07	418,846.00	495,000.00	123,391.93	24.92%
Total Salaries		292,984.16	340,552.00	3,426,974.32	3,746,030.00	4,427,026.00	1,000,051.68	22.59%
Benefits		•	·	• •	, ,	.,,,	,,===,==,	00 /0
Social Security	4110	1,914.27	2,231.00	20,191.73	24,540.00	29,000.00	8,808.27	30.37%
Medicare	4111	3,365.59	4,231.00	38,424.69	46,538.00	55,000.00	16,575.31	30.13%
1.M.R.F.	4115	3,012.06	3,769.00	34,451.90	41,462.00	49,000.00	14,548.10	29.69%
Medical/Life Insurance	4120	32,247.50	39,833.33	355,699.81	398,333.30	478,000.00	122,300.19	25.58%
Police Pension	4130	0.00	0.00	1,113,654.63	1,103,909.00	1,103,909.00	(9,745.63)	(0.88)%
Supplemental Pensions	4135	3,854.30	4,600.00	41,333.75	46,000.00	55,200.00	13,866.25	25.12%
Total Benefits		44,393.72	54,664.33	1,603,756.51	1,660,782.30	1,770,109.00	166,352.49	9.40%
Materials and Supplies							·	
Animal Control	4201	0.00	208.33	285.00	2,083.30	2,500.00	2,215.00	88.60%
Auxiliary Police	4203	0.00	541.67	571.55	5,416.70	6,500.00	5,928.45	91.20%
Boards and Commissions	4205	0.00	666.67	1,642.00	6,666.70	8,000.00	6,358.00	79.47%
Dues and Subscriptions	4213	397.50	350.00	1,962.00	3,500.00	4,200.00	2,238.00	53.28%
Investigation and Equipment	4217	5,425.14	5,083.33	16,729.57	50,833.30	61,000.00	44,270.43	72.57%
Liability Insurance	4219	1,246.00	6,441.00	166,263.14	278,218.00	291,100.00	124,836.86	42.88%
Maintenance - Building	4223	858.80	2,341.67	17,060.13	23,416.70	53,100.00	36,039.87	67.87%
Maintenance - Equipment	4225	1,252.69	3,208.33	73,171.26	73,083.30	79,500.00	6,328.74	7.96%
Maintenance - Vehicles	4229	3,659.07	6,166.67	43,599.88	61,666.70	74,000.00	30,400.12	41.08%
Postage/Mailings	4233	25.10	333.33	2,197.84	3,333.30	4,000.00	1,802.16	45.05%
Printing and Forms	4235	324.50	416.67	1,526.00	4,166.70	5,000.00	3,474.00	69.48%
Public Relations	4239	4.50	916.67	5,989.50	9,166.70	11,000.00	5,010.50	45.55%
Rent - Equipment	4243	112.56	550.00	1,194.09	5,500.00	6,600.00	5,405.91	81.90%
Supplies - Office	4253	546.72	750.00	4,452.41	7,500.00	9,000.00	4,547.59	50.52%
Training and Education	4263	35.00	1,200.42	8,479.97	12,004.20	14,405.00	5,925.03	41.13%
Travel/Meetings	4265	561.89	597.92	4,146.05	5,979.20	7,175.00	3,028.95	42.21%
Telephone	4267	880.21	1,090.00	8,047.80	10,900.00	13,080.00	5,032.20	38.47%
Uniforms	4269	3,857.42	6,512.50	32,686.28	65,125.00	78,150.00	45,463.72	58.17%

Statement of Revenues and Expenditures - Expenditures

General Fund

Police Department

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

Statement of Revenues and Expenditures - Expenditures **General Fund**

Business District

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

Statement of Revenues and Expenditures - Expenditures Water Fund

Public Works, Water

From 2/1/2011 Through 2/28/2011

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	30,334.00	34,615.00	351,166.20	380,770.00	450,000.00	98,833.80	21,96%
Overtime	4030	8,864.07	5,750.00	41,020.76	63,500.00	75,000.00	33,979.24	45.30%
Total Salaries		39,198.07	40,365.00	392,186.96	444,270.00	525,000.00	132,813.04	25.30%
Benefits			·	,		,000.00	102,010.0	20.0071
Social Security	4110	2,334.32	2,460.00	23,292,42	27,080.00	32,000.00	8,707.58	27.21%
Medicare	4111	545.94	460.00	5,447.46	5,080.00	6,000.00	552.54	9.20%
I.M.R.F.	4115	5,838.98	4,250.00	35,060.33	42,500.00	51,000.00	15,939.67	31.25%
Medical/Life Insurance	4120	7,488.20	7,416.67	84,022.07	74,166.70	89,000.00	4,977.93	5.59%
Supplemental Pensions	4135	184.60	800.00	2,723.05	8,000.00	9,600.00	6,876.95	71.63%
Total Benefits		16,392.04	15,386.67	150,545.33	156,826.70	187,600.00	37,054.67	19.75%
Materials and Supplies						,	•	
Liability Insurance	4219	136.79	1,520.00	120,839.75	180,200.00	183,240.00	62,400.25	34.05%
Maintenance - Building	4223	2,215.69	2,360.08	71,646.78	82,588.81	87,309.00	15,662,22	17.93%
Maintenance - Equipment	4225	159.25	633.33	8,166.19	6,333.30	7,600.00	(566.19)	(7.44)%
Maintenance - Water System	4231	6,785.57	8,833.33	51,634.01	88,333.30	106,000.00	54,365.99	51,28%
Postage/Mailings	4233	0.00	133.33	60.00	1,333.30	1,600.00	1,540.00	96.25%
Quality Control	4241	885.95	512.50	3,778.20	20,125.00	21,150.00	17,371.80	82.13%
Service Charge	4251	20,833.34	20,833.33	187,500.06	208,333.30	250,000.00	62,499.94	24.99%
Supplies - Operation	4255	0.00	554.17	1,480.30	5,541.70	6,650.00	5,169.70	77.73%
Training and Education	4263	0.00	186.25	856.00	1,862.50	2,235.00	1,379.00	61.70%
Telephone	4267	698.20	846.67	5,960.73	8,466.70	10,160.00	4,199.27	41.33%
Uniforms	4269	244.64	230,00	4,386.29	2,300.00	2,760.00	(1,626.29)	(58.92)%
Utilities (Elec,Gas,Wtr,Sewer)	4271	5,917.41	3,833.33	36,661.02	38,333.30	46,000.00	9,338.98	20.30%
Vehicle (Gas and Oil)	4273	1,639.49	1,500.00	10,210.43	15,000.00	18,000.00	7,789.57	43.27%
Total Materials and Supplies		39,516.33	41,976.32	503,179.76	658,751.21	742,704.00	239,524.24	32.25%
Contractual			·	• • • • • • • • • • • • • • • • • • • •	,	,,		02.2070
Audit	4320	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	695.43	1,362.50	3,898.43	13,625.00	16,350.00	12,451.57	76.15%
Leak Detection	4326	647.25	1,425.00	2,499.50	14,250.00	17,100.00	14,600.50	85.38%

Date: 3/11/11 09:33:08 AM

Statement of Revenues and Expenditures - Expenditures Water Fund

Public Works, Water

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	15,773.26	8,033.33	36,706.31	80,333.30	96,400.00	59,693,69	61.92%
DuPage Water Commission	4340	357,029.58	191,195.92	1,793,257.87	2,031,456,65	2,389,949.00	596,691.13	24.96%
Total Contractual		374,145.52	202,016.75	1,846,362.11	2,149,664.95	2,529,799.00	683,436.89	27.02%
Capital Outlay			•	. ,	, ,		000 100.00	27.0270
Equipment	4815	0.00	3,121.17	17,165.00	31,211.70	37,454.00	20,289,00	54.17%
Water Meter Purchases	4880	4,874.11	2,083.33	14,717.36	20,833.30	25,000.00	10,282,64	41.13%
Total Capital Outlay		4,874.11	5,204.50	31,882.36	52,045.00	62,454.00	30,571,64	48.95%
Debt Service				,	·	,	,	
Debt Retire-Water Refunding	4950	0.00	0.00	304,456.76	304,028.00	304,028.00	(428.76)	(0.14)%
Total Debt Service		0.00	0.00	304,456.76	304,028.00	304.028.00	(428.76)	(0.14)%
Total Expenditures		474,126.07	304,949.24	3,228,613.28	3,765,585.86	4,351,585.00	1,122,971.72	25.81%
Total		(474,126.07)	(304,949.24)	(3,228,613.28)	(3,765,585.86)	(4,351,585.00)	(1,122,971.72)	0.00%

Statement of Revenues and Expenditures - Expenditures

Motor Fuel Tax

MFT Expenses

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	24,583.34	24,583.33	245,833.40	245,833.30	295,000.00	49,166,60	16.66%
Total Salaries		24,583.34	24,583.33	245,833.40	245,833.30	295,000.00	49,166,60	16.67%
Materials and Supplies						,	,,,,,,,,	
Road Material	4245	3,486.75	0.00	41,329.48	33,165.00	33,165.00	(8,164.48)	(24.61)%
Salt	4249	100,743.97	0.00	225,529.54	190,000.00	190,000.00	(35,529.54)	(18.69)%
Supplies - Other	4257	75.00	833.33	8,405.44	8,333.30	10,000.00	1,594.56	15.94%
Pavement Striping	4261	0.00	0.00	3,971.75	5,000.00	5,000.00	1,028.25	20.56%
Total Materials and Supplies		104,305.72	833.33	279,236.21	236,498.30	238,165.00	(41,071.21)	(17.24)%
Total Expenditures		128,889.06	25,416.66	525,069.61	482,331.60	533,165.00	8,095.39	1.52%
Total		(128,889.06)	(25,416.66)	(525,069.61)	(482,331.60)	(533,165.00)	(8,095.39)	0.00%

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

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

Statement of Revenues and Expenditures - Expenditures **Drug Forfeiture Fund**

Drug Forfeiture Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Dumeg/Fiat/Child Center	4337	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total Contractual		0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total Expenditures		0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00%
Total		0.00	0.00	(7,000.00)	(7,000.00)	(7,000.00)	0,00	0.00%

Statement of Revenues and Expenditures - Expenditures Water Depreciation Fund

Depreciation Expenses

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

Statement of Revenues and Expenditures - Expenditures Darien Area Dispatch Darien Area Dispatch

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries			40.054.50					
Salaries	4010	50,614.36	46,251.08	530,436.33	508,761.88	601,264.00	70,827.67	11.77%
Overtime	4030	4,873.46	8,333.33	47,310.54	83,333.30	100,000.00	52,689.46	52.68%
Total Salaries		55,487.82	54,584.41	577,746.87	592,095.18	701,264.00	123,517.13	17.61%
Benefits		+ +						
Social Security	4110	3,351.11	2,956.24	36,595.40	32,518.64	38,431.00	1,835.60	4.77%
Medicare	4111	783.73	691.40	8,558.70	7,605.40	8,988.00	429.30	4.77%
l.M.R.F.	4115	3,650.87	5,159.08	59,779.80	56,749.88	67,068.00	7,288.20	10.86%
Medical/Life Insurance	4120	7,466.76	6,985.00	74,484.56	69,850.00	83,820.00	9,335.44	11.13%
Supplemental Pensions	4135	461.50	900.00	5,507.75	9,000.00	10,800.00	5,292.25	49.00%
Total Benefits		15,713.97	16,691.72	184,926.21	175,723.92	209,107.00	24,180.79	11.56%
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	0.00	300.00	300.00	300.00	100.00%
Liability Insurance	4219	0.00	150.00	33,940.00	34,250.00	34,500.00	560.00	1.62%
Maintenance - Building	4223	0.00	250.00	381.50	1,000.00	1,000.00	618.50	61.85%
Maintenance - Equipment	4225	0.00	250.00	96.00	2,500.00	3,000.00	2,904.00	96.80%
Postage/Mailings	4233	10.53	0.00	29.14	50.00	50.00	20.86	41.72%
Rent - Equipment	4243	62.68	81.25	825.46	812.50	975.00	149.54	15.33%
Supplies - Office	4253	382.56	166.67	1,181.61	1,666.70	2,000.00	818.39	40.91%
Training and Education	4263	0.00	424.17	25.00	4,241.70	5,090.00	5,065.00	99.50%
Travel/Meetings	4265	0.00	25.00	6.00	250.00	300.00	294.00	98.00%
Telephone	4267	848.34	1,416.67	7,470.92	14,166.70	17,000.00	9,529.08	56.05%
Uniforms	4269	0.00	333.33	424.00	3,333.30	4,000.00	3,576.00	89.40%
Total Materials and Supplies		1,304.11	3,097.09	44,379.63	62,570.90	68,215.00	23,835.37	34.94%
Contractual								
Audit	4320	0.00	0.00	0.00	2,800.00	2,800.00	2,800.00	100.00%
Consulting/Professional	4325	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00	100.00%
Darien Area Dispatch	4335	0.00	0.00	834.08	0.00	0.00	(834.08)	0.00%
Data Processing	4336	541.23	716.67	4,981.80	7,166.70	8,600.00	3,618.20	42.07%
Legal Fees	4360	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	100.00%
Maintenance Contracts	4362	0.00	250.00	0.00	2,500.00	3,000.00	3,000.00	100.00%
Total Contractual		541.23	966.67	5,815.88	19,466.70	21,400.00	15,584.12	72.82%

Statement of Revenues and Expenditures - Expenditures Darien Area Dispatch Darien Area Dispatch

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

Statement of Revenues and Expenditures - Expenditures

Road Improvement Fund Road Fund Expenditures

·		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	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total Other Charges		0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total Expenditures		0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00%
Total		0.00	0.00	(30,000.00)	(30,000.00)	(30,000.00)	0.00	0.00%

Statement of Revenues and Expenditures - Expenditures

Capital Improvement Fund Capital Fund Expenditures

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

Statement of Revenues and Expenditures - Expenditures Debt Service Fund

Debt Service Fund Expenditures

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Other Charges								
Transfer to Other Funds	4605	0.00	0,00	43,285.00	43,285.00	43,285.00	0.00	0.00%
Total Other Charges		0.00	0,00	43,285.00	43,285.00	43,285.00	0.00	0.00%
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	104,000.00	104,500.00	104,500.00	500.00	0.47%
Total Debt Service		0.00	0.00	104,000.00	104,500.00	104,500.00	500.00	0.48%
Total Expenditures		0.00	0.00	147,285.00	147,785.00	147,785.00	500.00	0.34%
Total		0.00	0.00	(147,285.00)	(147,785.00)	(147,785.00)	(500.00)	0.00%

CITY OF DARIEN -- CASH RESERVES February 28, 2011

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

Prior Month Cash Balance

\$ 4,074,572.44

Bank Accounts and Interest Rates	А	Account Balances		
Republic Bank Drug Forfeiture Account - 1.51%	\$	4,146.02		
Republic Bank Now Account - 1.51%	\$	4,540,066.77		
Republic Bank Operating Account	\$	102,132.70		
Republic Bank Payroll Account - Zero Balance Acct	\$	(89,610.11)		
Illinois Funds Money Market Account094%	\$	22.76		
IMET Investment Fund31%	\$	51,862.08		
TOTAL	\$	4,608,620.22		

Market Value

AGENDA MEMO City Council Meeting March 21, 2011

ISSUE STATEMENT

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

BACKUP

Consideration of a motion to approve the use of the right half of the following streets for the *Darien Dash* which begins at the northwest corner of Darien Community Park and proceed as follows:

<u>5K Run</u> - 71st Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71st Street; west on 71st Street to Beechnut Lane to Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69th Street; east on 69th Street to Bentley Avenue; south on Bentley Avenue to 71st Street; east on 71st Street to northwest corner of Darien Community Park with access for emergency vehicles and local traffic at all times; AND

<u>1 Mile Walk</u> – 71st Street to Richmond Avenue; north on Richmond Avenue to Maple Lane; east on Maple Lane to Bentley Avenue; south on Bentley Avenue to 71st Street; east on 71st Street to northwest corner of Darien Community Park with access for emergency vehicles and local traffic at all times.

<u>10K Race</u> – 71st Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71st Street, west on 71st Street to Beechnut Lane to Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69th Street; east on 69th Street to Bentley Avenue; south on Bentley Avenue to 72nd Street; west on 72nd Street o Richmond Avenue, south on Richmond Avenue to Seminole Drive; north on Seminole to Wilmette Avenue, north on Wilmette to 67th Street, east on 67th to Alabama Avenue, south on Alabama to Chestnut Lane, west on Chestnut to path connecting to Bentley Avenue, south on Bentley to 71st Street, east on 71st to finish line at northwest corner of Darien Community Park.

BACKGROUND HISTORY

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

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

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

STAFF/COMMITTEE RECOMMENDATION

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

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

ALTERNATE CONSIDERATION

Not approve the motion at this time.

DECISION MODE

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

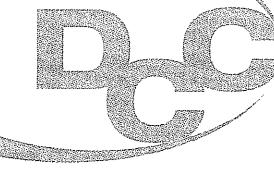


Darien Chamber of Commerce

1702 Plainfield Road Darien, Illinois 60561 630,968:0004 fax 630.968:2474

January 28, 2011

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



Dear Joanne:

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

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

We request approval to use the right half of the involved streets for the Darien Dash. The <u>10K race</u> will begin at the northwest corner of Darien Community Park and will proceed along the following route: 71st Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71st Street, west on 71st Street to Beechnut Lane to Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69th Street; east on 69th Street to Bentley Avenue; south on Bentley Avenue to 72nd Street; west on 72nd Street to Richmond Avenue, south on Richmond Avenue to Seminole Drive, north on Seminole to Wilmette Ave, north on Wilmette to 67th Street, east on 67th to Alabama Ave., south on Alabama to Chestnut Lane, west on Chestnut to path connecting to Bentley Avenue, south on Bentley to 71st Street, east on 71st to finish line at northwest corner of Darien Community Park.

The <u>5K race</u> will begin at the northwest corner of Darien Community Park and will proceed along the following route: 71st Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71st Street, west on 71st Street to Beechnut Lane to Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69th Street; east on 69th Street to Bentley Avenue; south on Bentley Avenue to 71st Street; east on 71st Street to the northwest corner of Darien Community Park.

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

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

Sincerely,

Jason Bishop

2011 Darien Dash Chairman

Attachment (2 maps)



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

Darien Chamber of Commerce

1702 Plainfield Road Darien, Illinois 630.968.0004 fax 630.968.2474

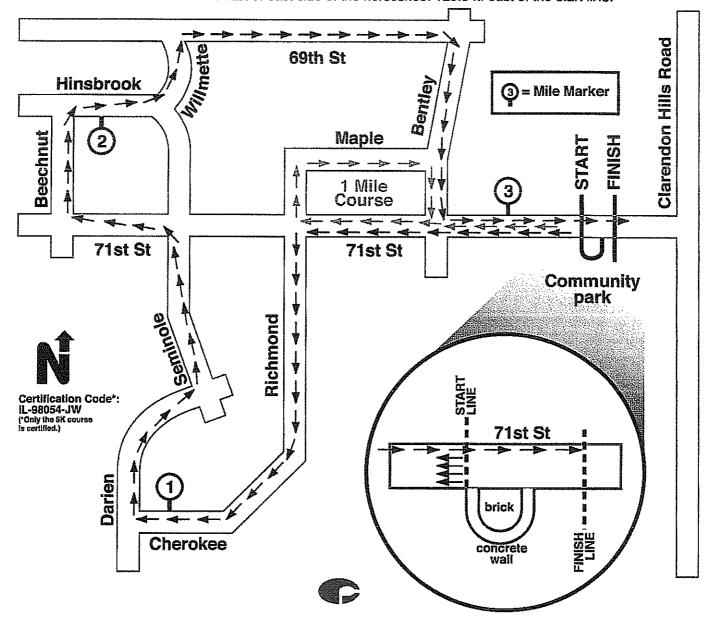
START LINE: 71st Street even with the west side of the horseshoe-shaped entrance to the park. (See map inset.)

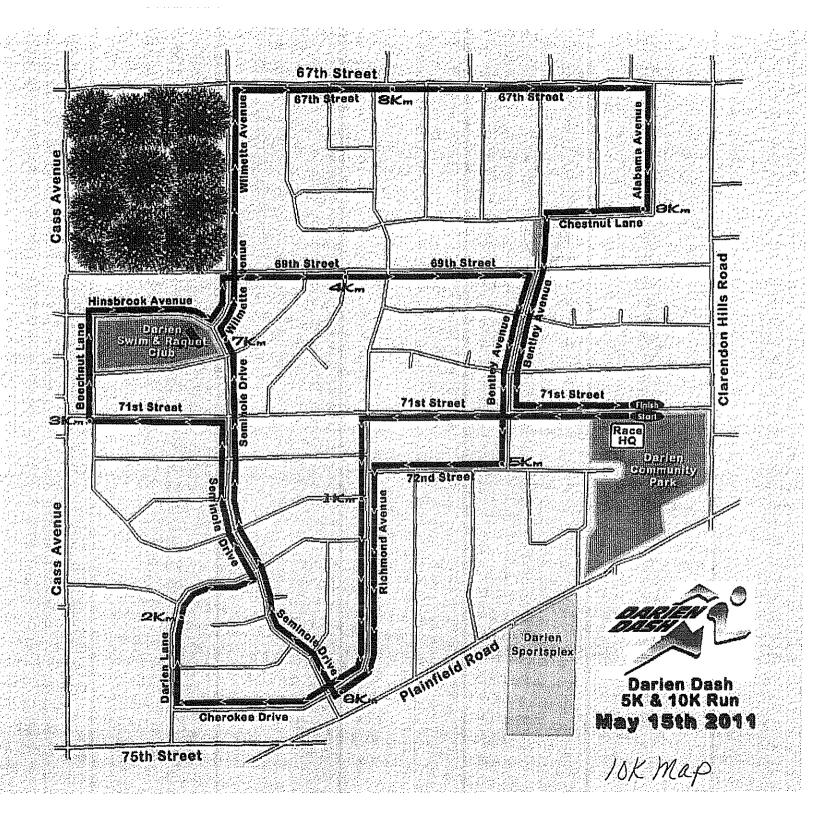
MILE 1: Cherokee Dr. 15 ft. east of the east edge of the driveway of 1010 address.

MILE 2: Hinsbrook Ave. 12 ft. east of the east edge of the driveway of 1110 address.

MILE 3: 71st Street 17 ft. east of east side of driveway of 530 address.

FINISH LINE: 71st Street 65.5 ft. east of east side of the horseshoe. 125.5 ft. east of the start line.





AGENDA MEMO

City Council March 21, 2011

ISSUE STATEMENT

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

RESOLUTION BACKUP

BACKGROUND

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

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

RECOMMENDATION

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

ALTERNATE CONSIDERATION

No alternatives are available.

DECISION MODE

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

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

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

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

ILLINOIS, this 21 st day of March, 2011. AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAY	OR OF THE CITY OF DARIEN, DU PAGE COUNT
ILLINOIS, this 21 st day of March, 2011.	
·	
	KATHLEEN MOESLE-WEAVER, MAYOR
ATTEST:	
JOANNE F. COLEMAN, CITY CLERK	-
APPROVED AS TO FORM:	
	_
CITY ATTORNEY	

CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND SEALED AND RETURNED TO 1702 PLAINFIELD ROAD BY NO LATER THAN MARCH 9, 2011 – 11 A.M. ATTN: PUBLIC WORKS QUESTIONS MAY BE DIRECTED TO MUNICIPAL SERVICES AT 630-353-8105

Submitted by:	Jason Keed
Vendor Name:	Accurate Tank Construction
Address:	204 Poplar Place North Autora, IL 60542
Date:	3-08-11
Phone #:	630-375-6121 Fax #: 630-844-0091
E-mail Address:	Jasonreed @accuratetank.com
Authorized Signatur	e: Jason Rud
Quote Amount:	# 42,890
Quote Amount in W	riting: Forty two thousand eight
hondred	ninety \$ 00
The vendor shall provi	ide three references with phone numbers below:
1. City of Parl	C Ridge - Mike McGrath - 847-318-5243
2. Village of 1	Lisle - Ken Lange - 630-271-4185
3. Village of 1	Bartlett - Paul Kewster 630-837-0811
Acceptance of Quote	:
By:City of Darien	Date:
Authorized and Acce	pted:
Ву:	
Date:	



SCOPE OF WORK

Parties

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

Customer (hereinafter "customer"):

City of Darien Public Works

1041 S Frontage Road

Darien, IL 60561

Scope of Work

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

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

NOTE

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

Ashley Prueter

From:

Kris Throm

Sent:

Tuesday, February 22, 2011 12:47 PM

To: Cc: Dan Gombac Dan Salvato

Subject:

RE: needed tank work

Dan.

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

Kris

From: Dan Gombac

Sent: Tuesday, February 22, 2011 10:48 AM

To: Kris Throm **Cc:** Dan Salvato

Subject: RE: needed tank work

Price on repairs to risers

Daniel Gombac
Director of Municipal Services
630-353-8106

From: Kris Throm

Sent: Tuesday, February 22, 2011 9:35 AM

To: Dan Salvato; Dan Gombac

Cc: David Fell

Subject: FW: needed tank work

Dan,

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

Kris

From: Jason Reed [mailto:jasonreed@accuratetank.com]

Sent: Thursday, February 17, 2011 4:23 PM

To: Kris Throm

Subject: needed tank work

Hi Kris.

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

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

Have a good evening

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

AGENDA MEMO

City Council March 21, 2011

ISSUE STATEMENT

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

RESOLUTION BACKUP

BACKGROUND/HISTORY

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

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

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

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving this resolution.

ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

DECISION MODE

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, **ILLINOIS**, this 21st day of March, 2011. AYES: NAYS: ABSENT: APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, **ILLINOIS**, this 21st day of March, 2011. KATHLEEN MOESLE-WEAVER, MAYOR ATTEST: JOANNE F. COLEMAN, CITY CLERK APPROVED AS TO FORM:

CITY ATTORNEY



created: 03/01/2011 | page 1/2

Darien, City of Account: 00540 Invoice: 16791

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

Darien, City of 1702 Plainfield Road Darien IL 60561

630 852 5000

Labor Charges

amployee	Description	. Date	व द्वाराहः	:सगर=	roel ====
Scott S.	Server Installation and migration	05/01/2011	50.00	\$85.00	\$4,250.00
				sub t	otal: \$4,250.00

Equipment Charges

	Name / Description	Frice Tax	直向計量 三
1	HP ProLiant DL320 G6	\$6,556.00 0.00%	\$6,556.00
		sub t	total \$6,556.00

Quote: \$10,806.00

Please contact us to place this order

Notes

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

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

Manufacturer Website Address: www.hp.com

Brand Name: HP
Product Line: ProLiant
Product Series: DL320 G6

Product Name: ProLiant DL320 G6 Server

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

edge-of-network applications.

Product Type: Entry-level Server

Created. 03/0 (/2011 | page 2/2



Darien, City of Account: 00540 Invoice: 16791

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

Number of Processors Support: 1 Number of Processors Install: 1 Processor Manufacturer: Intel

Processor Type: Xeon
Processor Model: E5520
Processor Core: Quad-core
Processor Speed: 2.26 GHz
64-bit Processing: Yes
Chipset Manufacturer: Intel
Chipset Model: 5500
Standard Memory: 8 GB
Maximum Memory: 24 GB

Memory Technology: DDR3 SDRAM Memory Standard: DDR3-1066/PC3-8500

Optical Drive Type: Not Included Optical Media Support: Not Included Controller Type: Serial ATA/150

RAID Support: Yes

Graphics Controller Manufacturer: ATi Graphics Controller Model: ES1000 Graphics Memory Capacity: 32 MB Ethernet Technology: Gigabit Ethernet

Number of USB Ports: 6

Package Contents: ProLiant DL320 G6 Server , 1 x 6' Highline (IEC-IEC) Power Cord

Green Compliance: Yes

Case Style: Rack Rack Height: 1U Height: 1.70" Width: 17.64" Depth: 26.85"

Standard Warranty: 3 Year Limited

All Information Services, Inc.

6325 Joliet Road - Suite 100 Countryside, IL 60525 aisLabs.com billing@aisLabs.com p: 708.352.7050

f: 708.469.2559

Thank you for your business

AIS - your technology partner

AGENDA MEMO

City Council March 21, 2011

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

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

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

COMMITTEE RECOMMENDATION

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

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows: SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute Contract for the 2011 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete Inc., attached hereto as "Exhibit A". SECTION 2: The \$75.00 permit fee is waived for residents who participate in the program. SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval a provided by law. PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY ILLINOIS, this 21 st day of March, 2011. AYES: NAYS:
Contract for the 2011 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete Inc., attached hereto as "Exhibit A". SECTION 2: The \$75.00 permit fèe is waived for residents who participate in the program. SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval a provided by law. PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY ILLINOIS, this 21st day of March, 2011. AYES: NAVE:
AYES:
NAVC.
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS
21 st day of March, 2011.
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

CITY ATTORNEY

APPROVED AS TO FORM:

SCOPE OF WORK: VARIOUS CONCRETE REMOVAL AND REPLACEMENT SPECIFICATIONS

BIDDERS NAME SUBURBAN CANCRETE INC.
STREET 21227 W COMMERCIAL DR STE B
CITY MUNDELEIN STATE IL
ZIP CODE 60060
TELEPHONE # 847-837-8805 FACSIMILE # 847-837-8827
E-MAIL ADDRESS SUBULBANCHETE OCOMEAST. NET

INSTRUCTIONS TO BIDDERS SPECIFICATIONS

1. The scope of work under this contract shall include the following:

SPECIFICATIONS AND CONTRACT DOCUMENT-CONCRETE 2011

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

SUMMARY SCHEDULE

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

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL	
						COST	
1.	PCC-SIDEWALK IN PLACE	15,000-20,000	SQUARE	20,000 X	7 09	-773	
			FOOT	Unit Cost	3,89	77,800	DO
2.	PCC-SIDEWALK IN PLACE-ADA	50-500	SQUARE	500 X Unit	1 00		
			FOOT	Cost	6.00	3000.	<i>C</i> O
3.	PCC-DRIVE WAY APRON	2,000-15,500	SQUARE	15,500 X	3,89	1]
			FOOT	Unit Cost	2:01	60,29	5.00
3A.	PCC-DRIVE WAY APRON WITH	2,000-15,500	SQUARE	15,500 X	11 2 00	ŀ	
	FIBER MESH		FOOT	Unit Cost	4.25	65,875	00
4.	PCC CURB AND GUTTER –	10,000-27,500	LINEAL	27,500 X			
	WITH CONCRETE GROUT		FOOT	Unit Cost	1100	20000	
	(CLSM)				11.99	329,72	00
5.	DRIVEWAY CONCRETE WITH	TO BE	SQUARE	1 X Unit Cost	•		
	WIRE MESH OR FIBER MESH	DETERMINED	FOOT		KIN	, , , ,	
	CONCRETE MIX		ļ <u>.</u>		5,60	5.60	
6.	CONCRETE SEALER – APRON	TO BE	SQUARE	1 X Unit Cost	,50		1
		DETERMINED	FOOT		100	,50	
7.	CONCRETE SEALER –	ТО ВЕ	SQUARE	1 X Unit Cost	. 150]
	DRIVEWAY	DETERMINED	FOOT		:50	,50	
8.	TOTAL PROJECT COST]
						1	ĺ

Total Project Cost in written form: FIVE HUNDARD THINTY SIX THOUSAND

SEVEN HUNDARD AND ONE 60/2

Below, please find an item description of the abovementioned:

- 1 This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement of forms shall consist of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
- 2 This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement and finishing of the concrete sidewalk to comply with the American
 - Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
 - Unit of measurement for pay item is per square foot.
- 3 This item will include the following:

MY COMMISSION EXPIRES:

OFFICIAL SEAL
JOHN PAUL VOIGHTMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/11/12

BID PROPOSAL SCHEDULE OF PRICES

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

RESPECTFULLY SUBMITTED:

SUBURBAN CONCRETE INC

(Corporate Seal)

CORPORATE NAME

Attest:

Bv:

By: Provident

SUBSCRIBED AND SWORN BEFORE ME

This $24^{T\mu}$ day of

JANUARY , 20 11

MY COMMISSION EXPIRES:

.

OFFICIAL SEAL
JOHN PAUL VOIGHTMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/11/12

CONTRACT

1.	This agreement, made and entered into thi	s day of 2011,
	between the City of Darien, acting by and	through its Mayor and Clerk and
2.	Contract Document Number <u>CONCRETE</u> the City of Darien at his/their own proper	ents and agreements mentioned in City of Darien 11 attached hereto, a grees with cost and expense to furnish the equipment, material, a therein in full compliance with all of the terms of lumber CONCRETE 11 attached hereto.
3.		arien Contract Document Number CONCRETE 11 varien, is an essential document of this contract and is
4.	In witness whereof, the said parties have a mentioned.	executed these presents on the date above
(City	y Seal)	CITY OF DARIEN
Atte	est:	
Ву:	City Clerk	By:
(Cor	rporate Seal)	CORPORATE NAME
Atte	est:	
Ву:	•	By:President
	Secretary	President

CONTRACT - Page Two

(Corporate Seal)	IF A PARTNERSHIP	
		(Seal)
	PARTNERS DOING BUSINESS UNDER THE NA	ME OF
******	***************	*********
	IF AN INDIVIDUAL	
		(Seal)
******	*************	******
SUBSCRIBED AND	SWORN BEFORE ME	
This day of		
	, 20	
MY COMMISSION I	EXPIRES:	

NOTARY PUBLIC

		_	_	_	_	_	<u> </u>	_
	A	В	С	D	E	F		G
1								
					TOTAL COST STREET	TOTAL COST WATER		
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	DEPARTMENT	DEPARTMENT		TOTAL
3	RATED 4 AND 5 DEFICIENT SIDEWALK-PCC- SIDEWALK IN PLACE	20.000	SQUARE FOOT	\$ 3.89	\$ 77,800.00	s	s	77,800.00
	SIDE WALK IN FLACE	20,000	SQUARE FOOT	3.87	\$ 77,800.00	3	Þ	77,800.00
4	ADA SIDEWALK	250	SQUARE FOOT	\$ 6.00	\$ 1,500.00	\$	\$	1,500.00
5	SIDEWALK RESTORATION	1,000	SQUARE FOOT	\$ 3.89	\$	\$ 3,890.00	\$	3,890.00
6	TOTAL SIDEWALK COST:				\$ 79,300.00	\$ 3,890.00	s	83,190.00
7								
8	APRON COST:							
	APRON REMOVAL AND REPLACEMENT-PW							
9	PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 4.25	\$ 10,625.00	\$	\$	10,625.00
10	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50	\$ 1,250.00		\$	1,250.00
11	APRON RESTORATION	2,500	SQUARE FOOT	\$ 4.25	\$	\$ 10,625.00	\$	10,625.00
12	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50		\$ 1,250.00	\$	1,250.00
13	TOTAL APRON COSTS:				\$ 11,875.00	\$ 11,875.00	\$	23,750.00
14								
15	CURB AND GUTTER COST:							
16	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT	TOTAL COST STREET DEPARTMENT	TOTAL COST WATER DEPARTMENT		TOTAL
17	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	27,500	LINEAL FOOT	\$ 11.99	\$ 329,725.00	\$	\$	329,725.00
18	CURB AND GUTTER-WATER DEPARTMENT		LINEAL FOOT	\$ 11.99	\$	\$ 3,597.00	\$	3,597.00
19	TOTAL CURB AND GUTTER COST:				\$ 329,725.00			333,322.00
20	TOTAL PROPOSED EXPENDITURE	:			\$ 420,900.00	\$ 19,362.00	\$	440,262.00
21	REQUESTED EXPENDITURE						\$	441,762.00

2011 CONCRETE PROGRAM COST SUMMARY

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

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

SEALED BID: 2011 Concrete Program

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

						l								
				RALC	ONCRETE	GLOBE	E CO	ONSTRUCTION		ALLIA	NCE CONTRACTORS	DAVI	S CONC	RETE
	•		1827 BLC		K DRIVE	1781 ARMIT			1166	6 LAKE A		11633 S. MAYF		
), IL 60185	ADDISON, II			_		K, IL 60098	ALSIP, IL 6080		
	•	0			.,						,	THESIT, IL 00005		
		Quantity - Maximum												
ITEM DESCR	RIPTION	Proposed	Uni	it	Cost	Unit		Cost		Unit	Cost	Unit		Cost
1 Sidewa	alk	20,000	\$	4.50	\$ 90,000.00	\$ 4.15	\$	83,000.00	\$	9.30	\$ 186,000.00	\$ 4.90	\$	98,000.00
2 ADA		500	\$	13.50	\$ 6,750.00	\$ 12.50	\$	6,250.00	\$	18.95	\$ 9,475.00	\$ 9.50	\$	4,750.00
3 Drivew	vay Apron	15,500	\$	4.50	\$ 69,750.00	\$ 4.49	\$	69,595.00	\$	14.05	\$ 217,775.00	\$ 5.00	\$	77,500.00
3A Apron v	w/fiber mesh	15,500	\$	4.65	\$ 72,075.00	\$ 4.69	\$	72,695.00	\$	14.25	\$ 220,875.00		\$	79,825.00
4 Curb &	& Gutter w/grout	27,500	\$	17.50	\$ 481,250.00	\$ 17.39	\$	478,225.00	\$	49.90	\$ 1,372,250.00	\$ 22.00	\$	605,000.00
Drivew	vay concrete w/wire mesh or													
5 fiber m	nesh concrete mix	TBD	\$	6.45	\$ 6.45	\$ 5.25	\$	5.25	\$	14.45	\$ 14.45	\$ 5.15	\$	
6 Concret	ete sealer-apron	TBD	\$	0.50	\$ 0.50	\$ 0.50	\$	0.50	\$	0.20	\$ 0.20	\$ 0.15	\$	0.15
7 Concret	ete sealer-driveway	TBD	\$	0.50	\$ 0.50	\$ 0.50	\$	0.50	\$	0.20	\$ 0.20	\$ 0.15	\$	0.15
TOTAL	LS				\$ 719,832.45		\$	709,771.25			\$ 2,006,389.85		\$	865,075.30
		Corrected from 719,825.00				\$	-				Corrected from	365,080.4	15	
					ELL CONCRETE			ONSTRUCTION			MENT CONSTRUCTION	SCHROED		HROEDER
			PO BOX			600 S. COUN			_		MMERCIAL ROAD	7306 CENTRAL		
	-		CALUMI	ET CITY	7, IL 60409	BENSENVIL	LE,	IL 60106	ADI	DISON, II	60101	SKOKIE, IL 60	076	
		Quantity -											1	
ITEM		Maximum		. 1				-						
	RIPTION	Proposed	Uni		Cost	Unit	+-	Cost	_	Unit	Cost	Unit	_	Cost
1 Sidewal	alk	20,000	\$	5.00	\$ 100,000.00	,	_	,	_	4.40		\$ 3.99	\$	79,800.00
2 ADA		500	\$	10.00	\$ 5,000.00	\$ 14.25	_	,,	_	13.50	\$ 6,750.00	\$ 7.00	\$	3,500.00
	vay Apron	15,500	\$	6.00	\$ 93,000.00	\$ 4.44	_			4.60	\$ 71,300.00	\$ 4.05		62,775.00
	w/fiber mesh	15,500	\$	6.00	\$ 93,000.00	\$ 4.67	_	. ,	\$	4.80	\$ 74,400.00	\$ 4.15		64,325.00
	& Gutter w/grout	27,500	\$	19.00	\$ 522,500.00	\$ 14.44	\$	397,100.00	\$	16.45	\$ 452,375.00	\$ 13.25	\$	364,375.00
	way concrete w/wire mesh or nesh concrete mix	TBD	\$	6.00	\$ 6.00	\$ 6.25	\$	6.25	\$	5.50	\$ 5.50	\$ 6.00	\$	6.00
	ete sealer-apron	TBD	\$	1.00	\$ 6.00 \$ 1.00	\$ 6.23 \$ 1.50	_		_	3.00	\$ 3.00 \$	\$ 6.00		1.25
	ete sealer-apron ete sealer-driveway	TBD	\$	1.50	\$ 1.50	\$ 1.50 \$ 1.50	~	-10.0	_	3.00	\$ 3.00	*		1.25
	-	IRD	Ф	1.50	\$ 1.50 \$ 813,508.50	a 1.50	\$		Þ	3.00	•	\$ 1.25	\$	
TOTAL	LS				\$ 813,508.50]	9	029,239.25			\$ 692,836.50		Þ	574,783.50

Corrected from 629,230.00

Corrected from 574,783.50

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

SEALED BID: 2011 Concrete Program

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

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

AGENDA MEMO

City Council March 21, 2011

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

Staff recommends approval of this resolution with Suburban Concrete Inc.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

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

RESOLUTION NO

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, **ILLINOIS**, this 21st day of March, 2011. AYES: NAYS: ABSENT: APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of March, 2011. KATHLEEN MOESLE WEAVER, MAYOR ATTEST: JOANNE F. COLEMAN, CITY CLERK

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

SEALED BID: 2011 Concrete Program

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

														1			
				RAI C	ONC	RETE		GLOBE	CONS	TRUCTION		ALLIA	NCE CONTRACTORS		DAVI	S CO	NCRETE
			18271	BLCKHAW			1781	ARMITA			110	66 LAKE A		11633.5	S. MAYF		
				T CHICAGO				ISON, IL			-		K, IL 60098		IL 6080		11,12.
		Quantity -			-,												
		Maximum															
ITEM	DESCRIPTION	Proposed		Unit		Cost	1	Unit		Cost		Unit	Cost	U	nit		Cost
1	Sidewalk	20,000	\$	4.50	\$	90,000.00	\$	4.15	\$	83,000.00	\$	9.30	\$ 186,000.00	\$	4.90	\$	98,000.00
2	ADA	500	\$	13.50	\$	6,750.00	\$	12.50	\$	6,250.00	\$	18.95	\$ 9,475.00	\$	9.50	\$	4,750.00
3	Driveway Apron	15,500	\$	4.50	\$	69,750.00	\$	4.49	\$	69,595.00	\$	14.05	\$ 217,775.00	\$	5.00	\$	77,500.00
3A	Apron w/fiber mesh	15,500	\$	4.65	\$	72,075.00	\$	4.69	\$	72,695.00	\$	14.25	\$ 220,875.00	\$	5.15	\$	79,825.00
4	Curb & Gutter w/grout	27,500	\$	17.50	\$	481,250.00	\$	17.39	\$	478,225.00	\$	49.90	\$ 1,372,250.00	\$	22.00	\$	605,000.00
	Driveway concrete w/wire mesh or																
5	fiber mesh concrete mix	TBD	\$	6.45	\$	6.45	\$	5.25	\$	5.25	\$	14.45	\$ 14.45	\$	5.15	\$	-
6	Concrete sealer-apron	TBD	\$	0.50	\$	0.50	\$	0.50	\$	0.50	\$	0.20	\$ 0.20	\$	0.15	\$	0.15
7	Concrete sealer-driveway	TBD	\$	0.50	\$	0.50	\$	0.50	\$	0.50	\$	0.20	\$ 0.20	\$	0.15	\$	0.15
	TOTALS				\$	719,832.45			\$	709,771.25			\$ 2,006,389.85			\$	865,075.30
		Corrected fro	ted from 719,825.00					\$	-				Correct	ed from 8	365,0	80.45	
						an ioneme		D# 437D	0010	mn		G011 GE	TENT GOVERNMENT			- n	acun orden
					ELL C	CONCRETE	_			TRUCTION			MENT CONSTRUCTION				SCHROEDER
				OX 329							_		MMERCIAL ROAD		ENTRAL		CK.
			CALU	JMET CITY	Y, IL	60409	BESI	ENVILLE	, IL 60	0106	AL	DDISON, IL	. 60101	SKOKI	E, IL 600	0/6	
ITED 4		Quantity -									-					1	
ITEM	DESCRIPTION	Maximum		Unit		Cont	-	Unit		Cost		Unit	Cost		nit		Cost
-	Sidewalk	Proposed 20,000	\$	5.00	\$	Cost 100.000.00		4.19	s	83,800.00	d.			\$	3.99	s	79.800.00
	ADA	500	\$	10.00	\$	5.000.00	\$	14.25	\$		_		\$ 6.750.00	\$	7.00	S	3,500.00
	Driveway Apron	15,500	\$	6.00	\$	93.000.00	\$	4.44	\$.,	-		\$ 0,730.00 \$ 71,300.00	\$	4.05	~	62,775.00
	Apron w/fiber mesh	15,500	\$	6.00	\$	93,000.00	\$	4.44	\$				\$ 74,400.00	\$	4.03	_	62,773.00
	Curb & Gutter w/grout	27,500	\$	19.00	\$	522,500.00	\$		_	397,100.00	_		\$ 452,375.00	•	13.25		364,375.00
├	Driveway concrete w/wire mesh or	41,500	φ	19.00	Ф	322,300.00	Φ	17.77	φ	397,100.00	Φ	10.43	ψ 4 32,373.00	Ф	13.43	φ	304,373.00
5	fiber mesh concrete mix	TBD	\$	6.00	\$	6.00	\$	6.25	\$	6.25	\$	5.50	\$ 5.50	\$	6.00	s	6.00
	Concrete sealer-apron	TBD	\$	1.00	\$	1.00	\$	1.50	\$		_	3.00	\$ 3.00		1.25	_	1.25
	Concrete sealer-driveway	TBD	\$	1.50	\$	1.50	\$		\$		_		\$ 3.00		1.25	_	1.25
	TOTALS				\$	813,508.50			\$	629,239.25	Ť		\$ 692,836.50			\$	574,783.50

Corrected from 629,230.00

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

SEALED BID: 2011 Concrete Program

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

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

AGENDA MEMO

City Council March 21, 2011

Issue Statement

Preliminary approval of the 2011 Street Maintenance contract with James D. Fiala Paving Inc. in the amount of \$1,234.927.48, including Alternate 2 - 1,500 Square yards of base repair. See <u>Attachment A</u>. The proposed contract is subject to the FY11-12 Budget approval.

RESOLUTION

Background/History

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

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

The bid tabulations included 2 alternates broken down as follows:
Base Bid-Includes the proposed schedule as depicted above.
Alternate 1 -Included the resurfacing of the Public Works Facility at 1041 South Frontage Road. This item will no be included as part of the 2011 program.
Alternate 2- This item includes the scheduled roadways and 1,500 square yards of base repair on roads outside the scope of the scheduled 2011 roadway improvements. This item was considered an alternate if the bid results exceeded the budget, thus allowing consideration of the alternates to be programmed for FY11/12. The base repair was identified as a preventive maintenance program that would address identified sections of roadways that require sooner than later repairs. This maintenance item also preserves the roadways from more costly repairs in the future. The identified sections are considered base repair patches and are identified as sections of roadways that the existing asphalt is breaking apart and/or developing severe alligatoring, rutting and potholes. The identified deficiencies indicate that base is weakened and requires stabilization of the base. The identified area is typically excavated 6-inches and replaced with a bituminous product. See Attachment B .
Sealed bids were opened on February 17, 2011. A summary of the six (6) bids received is attached as

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

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

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

Committee Recommendation

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

Alternate Consideration

As directed by the City Council.

Decision Mode

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

 DARIEN
 GRIND 2"
 GRIND 2"

 2011 STREET PROGRAM
 LENGTH (FT)=
 2150
 LENGTH (FT)=
 3930

 FIALA PAVING
 WIDTH (FT)=
 26
 WIDTH (FT)=
 26

 ALTERNATE 2
 AREA (SY)=
 6211
 AREA (SY)=
 11353

 Brewer Road (Grandview Ln to Alden Ln)
 Drover Ln (Parkview Dr to Burgess Ln)

NUMBER ITEM UNIT UNIT COST QUANTITY TOTAL COST QUANTITY 20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL CY \$ 20.00 0 \$ - 0 35800100 PREPARATION OF BASE SQ YD \$ 1.15 0 \$ - 0 35800200 AGGREGATE BASE REPAIR TON \$ 8.00 0 \$ - 0 40600100 BITUMINOUS MATERIALS (PRIME COAT) GAL \$ 0.01 652 \$ 6.52 1192 40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603310 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REM		
20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL CY \$ 20.00 0 \$ - 0 35800100 PREPARATION OF BASE SQ YD \$ 1.15 0 \$ - 0 35800200 AGGREGATE BASE REPAIR TON \$ 8.00 0 \$ - 0 40600100 BITUMINOUS MATERIALS (PRIME COAT) GAL \$ 0.01 652 \$ 6.52 1192 40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603800 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	(Parkview Dr to	o Burgess Ln)
35800100 PREPARATION OF BASE SQ YD \$ 1.15 0 \$ - 0 35800200 AGGREGATE BASE REPAIR TON \$ 8.00 0 \$ - 0 40600100 BITUMINOUS MATERIALS (PRIME COAT) GAL \$ 0.01 652 \$ 6.52 1192 40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603800 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	1	TOTAL COST
35800200 AGGREGATE BASE REPAIR TON \$ 8.00 0 \$ - 0 40600100 BITUMINOUS MATERIALS (PRIME COAT) GAL \$ 0.01 652 \$ 6.52 1192 40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603800 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	-
40600100 BITUMINOUS MATERIALS (PRIME COAT) GAL \$ 0.01 652 \$ 6.52 1192 40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603300 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	-
40600300 AGGREGATE (PRIME COAT) TON \$ 1.00 13 \$ 13.00 24 40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	-
40600625 LEVELING BINDER (MACHINE METHOD), N50 TON \$ 59.00 268 \$ 15,812.00 490 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	11.92
40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 TON \$ 58.00 0 \$ - 0 40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	24.00
40603310 HOT MIX ASPHALT SURFACE COURSE, MIX C, N50 TON \$ 61.00 536 \$ 32,696.00 979 *44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	28,910.00
*44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" SY \$ 1.85 6211 \$ 11,490.35 11353	\$	-
	\$	59,719.00
	\$	21,003.05
44300100 AREA REFLECTIVE CRACK CONTROL TREATMENT SY \$ 1.32 6211 \$ 8,198.52 11353	\$	14,985.96
*XX002258 STRUCTURES TO BE ADJUSTED EACH \$ 330.00 0 \$ - 0	\$	-
*XX006392 CLASS D PATCHES, 6" (SPECIAL) SY \$ 36.00 249 \$ 8,964.00 568	\$	20,448.00
*NA HOT-MIX ASPHALT REMOVAL, SPECIAL SY \$ 3.50 0 \$ - 0	\$	-
TOTAL = \$ 77,180.39	TOTAL = \$	145,101.93

WIDTH (FT)= 34 WIDTH (FT)= 26 AREA (SY)= 1889 AREA (SY)= 8378

					Kentwood	Ct (Cı	reekside Ln to Limit)	Green Valley Rd (Green Valley C	t to Wakefield Dr)
NUMBER	ITEM	UNIT	UN	IT COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$	20.00	200	\$	4,000.00	0	\$	-
35800100	PREPARATION OF BASE	SQ YD	\$	1.15	1889	\$	2,172.35	0	\$	-
35800200	AGGREGATE BASE REPAIR	TON	\$	8.00	454	\$	3,632.00	0	\$	-
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$	0.01	198	\$	1.98	880	\$	8.80
40600300	AGGREGATE (PRIME COAT)	TON	\$	1.00	4	\$	4.00	18	\$	18.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$	59.00	0	\$	-	361	\$	21,299.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$	58.00	272	\$	15,776.00	0	\$	-
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$	61.00	163	\$	9,943.00	723	\$	44,103.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$	1.85	0	\$	-	8378	\$	15,499.30
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$	1.32	1889	\$	2,493.48	8378	\$	11,058.96
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$	330.00	0	\$	-	0	\$	-
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$	36.00	0	\$	-	168	\$	6,048.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$	3.50	1889	\$	6,611.50	0	\$	-
					TOTAL =	\$	44,634.31	T	OTAL = \$	98,035.06

 GRIND 2"
 GRIND 2"

 LENGTH (FT)=
 600
 LENGTH (FT)=
 650

 WIDTH (FT)=
 25
 WIDTH (FT)=
 25

 AREA (SY)=
 1667
 AREA (SY)=
 1806

				Limerick C	t (Dari	ien Club Dr to Limit)	Kelly Ct (Darien Club Dr to Limit)			
NUMBER	ITEM	UNIT	UNIT	COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$	20.00	0	\$	-	0	\$	=
35800100	PREPARATION OF BASE	SQ YD	\$	1.15	0	\$	-	0	\$	-
35800200	AGGREGATE BASE REPAIR	TON	\$	8.00	0	\$	-	0	\$	=
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$	0.01	175	\$	1.75	190	\$	1.90
40600300	AGGREGATE (PRIME COAT)	TON	\$	1.00	4	\$	4.00	4	\$	4.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$	59.00	144	\$	8,496.00	156	\$	9,204.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$	58.00	0	\$	-	0	\$	-
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$	61.00	144	\$	8,784.00	156	\$	9,516.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$	1.85	1667	\$	3,083.95	1806	\$	3,341.10
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$	1.32	1667	\$	2,200.44	1806	\$	2,383.92
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$	330.00	0	\$	-	0	\$	-
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$	36.00	34	\$	1,224.00	37	\$	1,332.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$	3.50	0	\$	-	0	\$	-
					TOTAL =	\$	23,794.14	TOTAL :	= \$	25.782.92

GRIND 2"		GRIND 2"		GRIND 2"	
LENGTH (FT)=	1625	LENGTH (FT)=	600	LENGTH (FT)=	72
WIDTH (FT)=	26	WIDTH (FT)=	30	WIDTH (FT)=	26
AREA (SY)=	4694	AREA (SY)=	2000	AREA (SY)=	208
Hillside Ln (Meadow I	∟n to Woodvale Dr)	Sandalwood Ct (Be	ller Dr to Limit)	Fox Hill PI (Car	riage Green to Li
QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL
0	\$ -	0	\$ -	0	\$

Hillside Ln (Meado	ow Ln to Wo	odvale Dr)	Sandalwood Ct (Beller Dr to Limit) Fox Hill PI (Carriage Green					n to Limit)
QUANTITY	TC	TAL COST	QUANTITY	TO	TAL COST	QUANTITY	Т	OTAL COST
0	\$	-	0	\$	-	0	\$	-
0	\$	-	0	\$	-	0	\$	=
0	\$	-	0	\$	-	0	\$	-
493	\$	4.93	210	\$	2.10	218	\$	2.18
10	\$	10.00	4	\$	4.00	4	\$	4.00
405	\$	23,895.00	173	\$	10,207.00	90	\$	5,310.00
0	\$	-	0	\$	-	0	\$	-
405	\$	24,705.00	173	\$	10,553.00	179	\$	10,919.00
4694	\$	8,683.90	2000	\$	3,700.00	2080	\$	3,848.00
4694	\$	6,196.08	2000	\$	2,640.00	2080	\$	2,745.60
0	\$	-	0	\$	-	1	\$	330.00
235	\$	8,460.00	100	\$	3,600.00	42	\$	1,512.00
0	\$	-	0	\$	-	0	\$	-
TOTA	L = \$	71,954.91	TOTA	\L = \$	30,706.10	TOTAL	_= \$	24,670.78

GRIND 2"			GRIND 2"			GRIND 2"		
LENGTH (FT)=		500	LENGTH (FT):	=	1460	LENGTH (FT)=	=	500
WIDTH (FT)=		34	WIDTH (FT)=	=	31	WIDTH (FT)=	:	25
AREA (SY)=		1889	AREA (SY):	=	5029	AREA (SY)=	=	1389
Green Valley Ct (Green	n Va	lley Rd to Limit)	Wakefield Dr (Green Va	illey	Rd to Abbey Dr)	Galway Ct (Da	rien (Club Dr to Limit)
QUANTITY		TOTAL COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
0	\$	-	0	\$	-	0	\$	
0	\$	-	0	\$	-	0	\$	
0	\$	-	0	\$	-	0	\$	
198	\$	1.98	528	\$	5.28	146	\$	
4	\$	4.00	11	\$	11.00	3	\$	
81	\$	4,779.00	217	\$	12,803.00	120	\$	7,08
0	\$	-	0	\$	_	0	\$	

U	Ф	-	U	Ф	-	U	- D	-
0	\$	-	0	\$	1	0	\$	-
198	\$	1.98	528	\$	5.28	146	\$	1.46
4	\$	4.00	11	\$	11.00	3	\$	3.00
81	\$	4,779.00	217	\$	12,803.00	120	\$	7,080.00
0	\$	-	0	\$	-	0	\$	-
163	\$	9,943.00	434	\$	26,474.00	120	\$	7,320.00
1889	\$	3,494.65	5029	\$	9,303.65	1389	\$	2,569.65
1889	\$	2,493.48	5029	\$	6,638.28	1389	\$	1,833.48
0	\$	-	0	\$	-	0	\$	-
38	\$	1,368.00	101	\$	3,636.00	28	\$	1,008.00
0	\$	-	0	\$	-	0	\$	-
	TOTAL = \$	22,084.11	TOTAL=	\$	58,871.21		TOTAL = \$	19,815.59

72	and Stroot (Enimious Asso to	o Gold Grove BI	60th Street (Case Ave to Clar	ondon Hille Dd\	70th Street / Dichmond to Clarende	n Hille Dd\
	AREA (SY)=	2400	AREA (SY)=	15840	AREA (SY)=	8280
	WIDTH (FT)=	27	WIDTH (FT)=	27	WIDTH (FT)=	27
	LENGTH (FT)=	800	LENGTH (FT)=	5280	LENGTH (FT)=	2760
GRINI	O 2"		GRIND 2"		GRIND 2"	

72nd Street (Fairvie	w Ave to Go	old Grove PI)	69th Street (Cass Ave to Clarendon Hills Rd) 70th Street (Richmond to Clarendon Hills Rd)					
QUANTITY	TC	TAL COST	QUANTITY	T	TOTAL COST QUANTITY		TITY TOTAL COST	
0	\$	-	0	\$	-	0	\$	-
0	\$	-	0	\$	-	0	\$	-
0	\$	-	0	\$	-	0	\$	-
252	\$	2.52	1663	\$	16.63	869	\$	8.69
5	\$	5.00	33	\$	33.00	17	\$	17.00
104	\$	6,136.00	683	\$	40,297.00	357	\$	21,063.00
0	\$	-	0	\$	-	0	\$	-
207	\$	12,627.00	1366	\$	83,326.00	714	\$	43,554.00
2400	\$	4,440.00	15840	\$	29,304.00	8280	\$	15,318.00
2400	\$	3,168.00	15840	\$	20,908.80	8280	\$	10,929.60
0	\$	-	0	\$	-	0	\$	-
120	\$	4,320.00	317	\$	11,412.00	332	\$	11,952.00
0	\$	-	0	\$	-	0	\$	-
TOTA	L = \$	30,698.52	TOTA	L = \$	185,297.43	TOT	AL = \$	102,842.29

GRIND 2"

LENGTH (FT)= 180 LENGTH (FT)= 180

WIDTH (FT)= 80 WIDTH (FT)= 80

AREA (SY)= 1600 AREA (SY)= 1600

70th Street CDS 1 (70th St to Limit) 70th Street CDS 2 (70th St to Limit)

				70th Stree	et CDS	5 1 (70th St to Limit)	70th Street CDS 2	(70tr	n St to Limit)
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	0	\$	=	0	\$	-
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	0	\$	-	0	\$	-
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	0	\$	=	0	\$	-
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	168	\$	1.68	168	\$	1.68
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	3	\$	3.00	3	\$	3.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	69	\$	4,071.00	69	\$	4,071.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	0	\$	-	0	\$	-
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	138	\$	8,418.00	138	\$	8,418.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	1600	\$	2,960.00	1600	\$	2,960.00
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	1600	\$	2,112.00	1600	\$	2,112.00
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$	-	0	\$	-
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	64	\$	2,304.00	64	\$	2,304.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	0	\$	-	0	\$	-
· · · · · · · · · · · · · · · · · · ·				TOTAL =	: \$	19,869.68	TOTAL =	\$	19,869.68

GRIND 2" GRIND 2"

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

			Western Av	e (Plai	nfield Rd to 72nd St)	Richmond Ave (67th St to North Limit)				
NUMBER	ITEM	UNIT	UNI	IT COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$	20.00	0	\$	-	0	\$	-
35800100	PREPARATION OF BASE	SQ YD	\$	1.15	0	\$	-	0	\$	-
35800200	AGGREGATE BASE REPAIR	TON	\$	8.00	0	\$	-	0	\$	-
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$	0.01	310	\$	3.10	93	\$	0.93
40600300	AGGREGATE (PRIME COAT)	TON	\$	1.00	6	\$	6.00	2	\$	2.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$	59.00	255	\$	15,045.00	38	\$	2,242.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$	58.00	0	\$	-	0	\$	-
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$	61.00	255	\$	15,555.00	77	\$	4,697.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$	1.85	2956	\$	5,468.60	889	\$	1,644.65
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$	1.32	2956	\$	3,901.92	889	\$	1,173.48
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$	330.00	0	\$	-	0	\$	-
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$	36.00	119	\$	4,284.00	45	\$	1,620.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$	3.50	0	\$	-	0	\$	-
				•	TOTAL =	\$	44 263 62	TOT	AI = \$	11 380 06

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

REA (SY)= 6420

				Reconstru	ıct Mu	nicipal Parking Lot	AL	T 1	
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY		TOTAL COST	QUANTITY		TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	300	\$	6,000.00	500	\$	10,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	6420	\$	7,383.00	8309	\$	9,555.35
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	861	\$	6,888.00	1315	\$	10,520.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	674	\$	6.74	10329	\$	103.29
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	13	\$	13.00	206	\$	206.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	0	\$	-	4547	\$	268,273.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	831	\$	48,198.00	1103	\$	63,974.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	778	\$	47,458.00	8712	\$	531,432.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	0	\$		90084	\$	166,655.40
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	0	\$	-	91974	\$	121,405.68
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$	-	5	\$	1,650.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	0	\$		2958	\$	106,488.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	6420	\$	22,470.00	8309	\$	29,081.50
			-	TOTAL =	\$	138,416,74	TOTAL =	\$	1.319.344.22

GRIND 2" GRIND 2" GRIND 2"

LENGTH (FT)= 180 LENGTH (FT)= 1060 LENGTH (FT)= 660
WIDTH (FT)= 80 WIDTH (FT)= 28 WIDTH (FT)= 19
AREA (SY)= 1600 AREA (SY)= 3298 AREA (SY)= 1393

AREA (31)-	AREA (31)- 1000		ANEA (3	ı <i>)</i> —	3290	AKEA (S	AREA (31)- 1393		
70th Street CDS 3	(70th S	St to Limit)	Darien Ln (75th	St to Tim	ber Ln)	Evans P	l (Elm St to Jar	et Ave)	
QUANTITY	1	TOTAL COST	. COST QUANTITY		TITY TOTAL COST		Т	OTAL COST	
0	\$	-	0	\$	-	0	\$	-	
0	\$	-	0	\$	-	0	\$	-	
0	\$	-	0	\$	-	0	\$	-	
168	\$	1.68	346	\$	3.46	146	\$	1.46	
3	\$	3.00	7	\$	7.00	3	\$	3.00	
69	\$	4,071.00	142	\$	8,378.00	60	\$	3,540.00	
0	\$	-	0	\$	-	0	\$	-	
138	\$	8,418.00	284	\$	17,324.00	120	\$	7,320.00	
1600	\$	2,960.00	3298	\$	6,101.30	1393	\$	2,577.05	
1600	\$	2,112.00	3298	\$	4,353.36	1393	\$	1,838.76	
0	\$	-	3	\$	990.00	0	\$	-	
64	\$	2,304.00	66	\$	2,376.00	28	\$	1,008.00	
0	\$	-	0	\$	-	0	\$	-	
TOTAL =	\$	19,869.68	TOTA	L = \$	39,533.12	TOT	AL = \$	16,288.27	

GRIND 2" GRIND 2"

LENGTH (FT)= 600 LENGTH (FT)= 200
WIDTH (FT)= 44 WIDTH (FT)= 36
AREA (SY)= 2933 AREA (SY)= 800

High Ridge Ct (Ri	chmond Av	re to Limit)	Sleepy Hollow CDS (S	leepy Hollo	w Ln to Limit)		Base Total	TOTAL COST 4,000.00 2,172.35 3,632.00 96.55 193.00 268,273.00 15,776.00 483,974.00	
QUANTITY	TC	OTAL COST	QUANTITY	TO	TAL COST	QUANTITY		TOTAL COST	
0	\$	-	0	\$	-	200	\$	4,000.00	
0	\$	-	0	\$	-	1889	\$	2,172.35	
0	\$	-	0	\$	-	454	\$	3,632.00	
308	\$	3.08	84	\$	0.84	9655	\$	96.55	
6	\$	6.00	2	\$	2.00	193	\$	193.00	
126	\$	7,434.00	69	\$	4,071.00	4547	\$	268,273.00	
0	\$	-	0	\$	-	272	\$	15,776.00	
253	\$	15,433.00	69	\$	4,209.00	7934	\$	483,974.00	
2933	\$	5,426.05	800	\$	1,480.00	90084	\$	166,655.40	
2933	\$	3,871.56	800	\$	1,056.00	91974	\$	121,405.68	
1	\$	330.00	0	\$	-	5	\$	1,650.00	
59	\$	2,124.00	80	\$	2,880.00	2958	\$	106,488.00	
0	\$	-	0	\$	-	1889	\$	6,611.50	
TOTA	L = \$	34,627.69	TOTA	\L = \$	13,698.84	TOTA	L = \$	1,180,927.48	

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

Patching on Stre	ets outside o	of Program	ALT	2	ALT 2-REVISED QUA	NTITIES ANI	COST SCHEDULE
QUANTITY	TC	TAL COST	QUANTITY	TOTAL COST	QUANTITY	-	TOTAL COST
0	\$	-	500	\$ 10,000.00	200	\$	4,000.00
0	\$	-	8309	\$ 9,555.35	1889	\$	2,172.35
0	\$	-	1315	\$ 10,520.00	454	\$	3,632.00
0	\$	-	10329	\$ 103.29	9655	\$	96.55
0	\$	-	206	\$ 206.00	193	\$	193.00
0	\$	-	4547	\$ 268,273.00	4547	\$	268,273.00
0	\$	-	1103	\$ 63,974.00	272	\$	15,776.00
0	\$	-	8712	\$ 531,432.00	7934	\$	483,974.00
0	\$	-	90084	\$ 166,655.40	90084	\$	166,655.40
0	\$	-	91974	\$ 121,405.68	91974	\$	121,405.68
0	\$	-	5	\$ 1,650.00	5	\$	1,650.00
1500	\$	54,000.00	4458	\$ 160,488.00	4458	\$	160,488.00
0	\$	-	8309	\$ 29,081.50	1889	\$	6,611.50
TOTA	AL = \$	54,000.00	TOTAL =	\$ 1,373,344.22	TOTA	L = \$	1,234,927.48
						\$	1 234 927 48

RESOLUTION NO.	R	ESO	LUTION	NO.	
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A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT FOR THE 2011 STREET MAINTENANCE PROGRAM BETWEEN THE CITY OF DARIEN AND JAMES D. FIALA PAVING COMPANY INC IN AN AMOUNT NOT TO EXCEED \$1,234,927.48

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

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

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

LLINOIS, this 21 st day of March 2011.	
AYS:	
SENT:	
APPROVED BY THE MAYOR OF TH	IE CITY OF DARIEN, DU PAGE COUNTY, ILI
s 21 st day of March 2011.	
	KATHLEEN MOESLE WEAVER, MAYOR
TEST:	
DANNE F. COLEMAN, CITY CLERK	
PROVED AS TO FORM:	
PPROVED AS TO FORM:	
CITY ATTORNEY	





THIS AGREEMENT, made and concluded the	e	day of		Month and Year
tween the City				
ting by and through its <u>Mayor</u>				known as the party of the first part, and
mes D. Fiala Paving Co., Inc.		his/their execu	ors,	administrators, successors or assigns,
own as the party of the second part.				
 Witnesseth: That for and in consideration of be made and performed by the party of the first esents, the party of the second part agrees with se work, furnish all materials and all labor necess reinafter described, and in full compliance with all 	part, and aid party ary to co	l according to to of the first pare implete the wo	he te t at h rk in	erms expressed in the Bond referring to the is/their own proper cost and expense to do accordance with the plans and specification
3. And it is also understood and agreed that the reto attached, and the Plans for Section <u>2011.5</u>			-	
The City of Darien		-		
ate of Illinois	, are ess	ential documer	ts of	this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties ha	ave exec	uted these pres	sents	on the date above mentioned.
est:	The	City	of -	Darien
Clerk	Ву_			
eal)				
Sanj				(If a Corporation)
	Corpo	orate Name		
	By _	President		Party of the Second Part
				(If a Co-Partnership)
				in a con anthorsing)
est	-			
Secretary				
Jecletaly	_			
		Partne	ers do	oing Business under the firm name of
	-			Party of the Second Part
				(If an individual)
	-			Party of the Second Part



Schedule of Prices

REVISED ALTERNATE	ť. 7	Η.	Ή	Δ	V	١	K	'H.	.' 1	ı	Α	1)	H),	ı		/	C)	₹	ı
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Route
County DuPage
Local Agency City of Darien

Section

/11 Dan A 03/02/11

RETURN WITH BID

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

Item No.	Items .	Unit	Quantity		Total
20201200	Removal and Disposal of Unsuitable Material	SqYd	200	\$20.00	\$4,000.00
35800100	Preparation of Base	SqYd	1889	\$1.15	\$2,172.35
35800200	Aggregate Base Repair	Топ	454	\$8.00	\$3,632.00
40600100	Bituminous Materials (Prime Coat)	Ga1	9655	\$0.01	\$96,55
40600300	Aggregate (Prime Coat)	Ton	193	\$1.00	\$193.00
40600625	Leveling Binder (Machine Method), N50	Ton	4547	\$59.00	\$268,273.00
40603080	Hot-Mix Asphalt Binder Course, IL-19.0, N50	Ton	272	\$58.00	\$15,776.00
40603310	Hot Mix Asphalt Surface Course, Mix C, N50	Ton	7934	\$61,00	\$483,974.00
*44000157	Hot-Mix Asphalt Surface Removal, 2	SY	90084	\$1.85	\$166,655.40
44300100	Area Reflective Crack Control Treatment	SY	91974	\$1.32	\$121,405.68
*XX002258	Structures to Be Adjusted	Each	5	\$330.00	\$1,650.00
*XX006392	Class D Patches, 6" (Special)	SY	4458	\$36,00	\$160,488.00
*NA	Hot-Mix Asphalt Remoyal Special	SY	1889	\$3,50	\$6,611.50
	Bidder's Proposal for Alternate 2 - REVISED				\$1,234,927.48

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

Schedule for multiple Bids

Combination letter	Sections included in Combination

AGENDA MEMO City Council March 21, 2011

Issue Statement

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

RESOLUTION

Background/History

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

Task 1-Site Monitoring

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

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

Task 2-Controlled Burn

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

Task 3- Annual Summary Letter

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

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

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

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

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

Committee Recommendation

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

Alternate Consideration

Not approving this proposal.

Decision Mode

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

RESOL	UTION NO.	_
KESUL	JULION NO.	•

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

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

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

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

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

AYES:

NAYS:

ABSENT:

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

KATHLEEN MOESLE W	VEAVER,	MAYOR
KATHLEEN MOESLE W	VEAVER,	MAYO

ATTEST:
JOANNE F. COLEMAN, CITY CLERK
APPROVED AS TO FORM:
CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 3, 2011 Revised January 17, 2011

City of Darien 1702 Plainfield Road Darlen, Illinois 60561

Attention:

Mr. Bryon Vana

Subject:

Proposal for Professional Services to Provide Management and

Monitoring of 10-acres of Wetland/Natural Areas within Tara Hill

Subdivision, Darien, DuPage County, Illinois

Dear Mr. Vana:

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

V 4 (0044)	FEE ESTIMATE
Year 1 (2011) Tasks 1, 2, 3	\$5,000
Year 2 (2012) Tasks 1, 2, 3	\$5,000
Year 3 (2013)	95 000
Tasks 1, 2, 3	\$5,000
Year 4 (2014) Tasks 1, 2, 3	\$5,000
<u>Year 5 (2015)</u> Tasks 1, 2, 3	\$5,000
Grand Total	\$25,000

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

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

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

Christopher B. Burke, PhD, PE, D.WRE, F.ASCE President
Encl: Schedule of Charges General Terms and Conditions Conditions for Burning
THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS & CONDITIONS, & CONDITIONS FOR BURNING ACCEPTED FOR THE CITY OF DARIEN
BY:
TITLE:
DATE:

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

	Charges*
Personnel	(\$/Hr)
Principal 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%

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

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

^{*}Charges include overhead and profit

CONDITIONS FOR PRESCRIBED BURNING

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

Structures, Trees and Shrubs

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

Letters of Intent

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

Burn Delays

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

Additional Costs

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

Health and Safety

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

I have rea	ad and	understood	the	above	and	agree	to	terms	and	conditions	stated:	
Client Sig	jnature	THE ANALYSIS AND A				·····		 .		_, Date		-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 17. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. <u>Force Maieure</u>: 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. <u>Subcontracts</u>: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 21. <u>Designation of Authorized Representative</u>: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 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. <u>Limit of Liability</u>: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

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

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracles 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. <u>Insurance and Indemnification</u>: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and Indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

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

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

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to molsture 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.