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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting  
of the City Council of the  
**CITY OF DARIEN**  
December 1, 2014  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [November 17, 2014](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Mayoral Proclamation “[Drunk and Drugged Driving \(3D\) Prevention Month](#)”  
(December 2014)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — [14-15-14](#)
  - B. Monthly Report — [October 2014](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council’s Agenda – 3 Minute Limit Per Person)**

15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Enter into an Engineering Agreement with Christopher B Burke Engineering, Ltd for Pavement Corings](#) for the Proposed 2015 Street Maintenance Program in an Amount not to Exceed \$12,000.00
  - B. Consideration of a Motion to Approve [a Resolution to Enter into an Engineering Agreement with Christopher B Burke Engineering, Ltd for the 2015 Street Maintenance Program](#) in An Amount not to Exceed \$30,194.00
17. New Business
  - A. Consideration of a Motion to Approve [an Ordinance Levying Taxes for General and Special Corporate Purposes for the Fiscal Year](#) Commencing on the First Day of May, 2014, and Ending on the Thirtieth Day of April, 2015, for the City of Darien, Illinois
  - B. Consideration of a Motion to Approve [an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on the First Day of May, 2014, and Ending on the Thirtieth Day of April, 2015, in and for the City of Darien Special Service Area](#) Number One Known as Tara Hill
  - C. Consideration of a Motion to Approve [an Ordinance Rezoning Property from R-1 to R-2, Approving a Preliminary Plat of Subdivision, Preliminary Engineering, Variation From the Zoning Ordinance and Subdivision Regulations \(PC 2014-09: Manning Woods Subdivision, 2100 Manning Road\)](#)
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:03 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 17, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:22 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**NOVEMBER 17, 2014**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Tina Beilke	Sylvia McIvor
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Joerg Seifert
	Joseph A. Marchese	

Absent: None

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

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

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

There were none.

6. **APPROVAL OF MINUTES**

**A. & B. GOAL SETTING SESSION – OCTOBER 29, 2014  
CITY COUNCIL – NOVEMBER 3, 2014**

It was moved by Alderman Kenny and seconded by Alderman Seifert to approve the minutes of the Goal Setting Session of October 29, 2014 and the City Council Meeting of November 3, 2014 as presented.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny...

...received communication from Robert Maiorana on the 7000 block of Exner concerning an AT&T construction project resulting in deep holes in the parkway. Director Gombac advised the work is being performed by a contractor for ComEd, and staff has been assured the hole will be backfilled by Wednesday or Thursday this week. Final restoration will be completed as weather permits.

...received communication from Lisa Kenny on the 1600 block of Holly expressing concern with a ComEd employee knocking on her door at 7:00 a.m. one morning after receiving warnings from the City and Police Department not to open doors to strangers.

Alderman Beilke...

...received questions from residents on Dale regarding the burn that took place last week. Director Gombac advised that the environmental burn was not completed due to windy conditions. Notification will be sent out once the burn is rescheduled.

Mayor Weaver...

...received an e-mail from Josh Mowry, Co-Founder and President of Miskatonic Brewing Company expressing gratitude for the great working relationship he experienced with City Staff; he looks forward to working with the City in the future.

8. **MAYOR'S REPORT**

**A. DARIEN CHAMBER OF COMMERCE UPDATE**

Clare Bongiovanni provided the following update:

- Thanked the celebrity dancers who gave outstanding performances at Dancing with the Chamber Starz: Anne Brennan, President, Darien Woman's Club; Mayor Kathleen Weaver; Michael Overmann, Michael Overmann, Ltd; Debbie Kalebic, Partner, Foundations for Learning; Chuck Pine, Chuck's Southern Comforts Café; Lavonne Czech, Banquet & Sales Event Manager, Carriage Greens Country Club; Paul Guagenti, Vice President Government Relations, Republic Bank; Gail Sablick, Owner, Wild Orchid Salon; and Mirror Ball Champion Tom Papais, Darien Chamber Chairman of the Board & Owner of Rose Landscape Design.
- Thanked: Grand Sponsor-Chuck's Southern Comforts Café; Fox Trot Sponsor-Wild Orchid Salon; Samba/Cha Cha Sponsor-Suburban Life; and Al Kohout and Staff of Alkaye Media Group.
- The Darien Chamber is hosting a Pre-Holiday PM Networking Event at Q Bar & Grill on November 20, 2014 from 5:00 to 7:00 P.M.
- Chestnut Court will be holding a Holiday Walk on December 5, 2014.
- The Darien Historical Society will host their Annual Tree Lighting Ceremony at Old Lace School on December 7, 2014 at 4:00 P.M.
- The Darien Chamber Holiday Luncheon will be held at Carrabba's Italian Grill on December 9, 2014 at 11:30 A.M.; the Hinsdale South Madrigal Choir will perform.
- On behalf of the Darien Chamber of Commerce Board of Directors, Ms. Bongiovanni wished everyone a Happy Thanksgiving.

Mayor Weaver thanked and offered congratulations to Clare Bongiovanni, Ruth Banas and Desiree Shehata for a wonderful event.

9. **CITY CLERK'S REPORT**

Clerk Ragona announced that City Offices will be closed on November 27 and 28, 2014 in observance of the Thanksgiving Day holiday.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT MONTHLY REPORT - OCTOBER 2014**

Chief Brown reviewed the 10<sup>th</sup> Police Period Report (September 22, 2014 thru October 19, 2014). Topics included:

- Detective Division
- Task Force Officer
- Community Engagement
- Crime Information and Update
- Crime Fighting Strategy
- Camera Registry and Neighborhood Watch
- City of Darien Six Year Trend
- Offense and Incident Report Statistics
- Key Statistics
- Arrest Statistics
- Officer Statistics

A discussion took place regarding effective communication with all residents including those who may not be electronically connected. Various suggestions were discussed, such as Community Meetings with homeowner associations, and the incorporation of a telephone blast program similar to those utilized by school districts.

Director Gombac provided an update on the 75<sup>th</sup> Street Construction Project. He spoke of the challenges for traffic during paving operations. Alderman Beilke noted that it was difficult to turn right from 75<sup>th</sup> Street onto Plainfield Road. A discussion ensued.

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 14-15-13**

It was moved by Alderman Seifert and seconded by Alderman Schauer to approve payment of Warrant Number 14-15-13 in the amount of \$522,795.12 from the enumerated funds; and \$242,839.59 from payroll funds for the period ending 11/13/14; for a total to be approved of \$765,634.71.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for December 1, 2014 at 6:00 P.M.

**Municipal Services Committee** — Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for November 24, 2014 at 6:30 P.M.

**Police Committee** – Chairman McIvor announced the next meeting of the Police Committee is scheduled for December 15, 2014 at 6:00 P.M.

**Police Pension Board** – Liaison Coren announced the next meeting of the Police Pension Board is scheduled for November 19, 2014 at 7:00 P.M.

**Planning & Zoning Commission** – Alderman Marchese announced the next meeting of the Planning & Zoning Commission is scheduled for November 19, 2014 at 7:00 P.M. He noted that the Phil Gardner property is on the agenda.

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

In regards to Consent Agenda Item C, Alderman Beilke explained that the Council would have the authority to bypass the three minute rule for lengthier comments when necessary.

15. **OLD BUSINESS**

There was no old business.

16. **CONSENT AGENDA**

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

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

- A. A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN’S CLUB
- B. A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN HISTORICAL SOCIETY
- C. A MOTION APPROVING A RECOMMENDATION TO APPROVE RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT
- D. A MOTION TO APPROVE THE PAYMENT OF THE CITY’S NET PENSION OBLIGATION OF IMRF IN THE AMOUNT OF \$54,356.00
- E. A MOTION TO APPROVE EXTENDING THE REFUSE CONTRACT WITH ADVANCED DISPOSAL FOR AN ADDITIONAL TWO (2) YEAR PERIOD AS ALLOWED IN THE CURRENT CONTRACT

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was none.

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

Lou Mallers of 1411 Pine Cove Court expressed gratitude to Alderman Marchese and Sergeant Piccoli for the quick action taken regarding the recent burglaries.



Robert Maiorana of 7018 Exner spoke of his concern with the length of time a deep hole has been left in the parkway due to AT&T construction. Director Gombac explained the project is being performed by a contractor of ComEd, and is expected to be backfilled by Wednesday or Thursday this week. He noted that the City does not allow open holes beyond a 24 hour period; further construction will be carefully monitored.

Alderman Beilke invited all to the Bonfield Express 5K walk/run on November 27, 2014 in honor of Jim Bonfield, Downers Grove South High School teacher, coach and dean. The event raises funds for scholarships benefiting students of local high schools.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:34 P.M.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-17-14. Minutes of 11-17-14 CCM.

# *Mayoral Proclamation*

*WHEREAS, motor vehicle crashes killed 991 people in Illinois during 2013; and*

*WHEREAS, hundreds of those deaths involved a driver impaired by alcohol and/or drugs; and*

*WHEREAS, the December holiday season is traditionally one of the most deadly times of the year for impaired driving; and*

*WHEREAS, for thousands of families across the state and the nation, holidays are a time to remember loved ones lost; and*

*WHEREAS, organizations across the state and the nation are joined with the Drive Sober or Get Pulled Over and other campaigns that foster public awareness of the dangers of impaired driving and anti-impaired driving law enforcement efforts; and*

*WHEREAS, the community of Darien is proud to partner with the Illinois Department of Transportation's Division of Traffic Safety and other traffic safety groups in that effort to make our roads and streets safer.*

*NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the month of December, 2014 as*

## ***DRUNK AND DRUGGED DRIVING (3D) PREVENTION MONTH***

*in the City of Darien, and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, public and private institutions to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, and to promote safer and healthier behaviors regarding the use of alcohol and other drugs this December holiday season and throughout the year.*

*In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Darien to be affixed.*

*DONE, this first day of December, two thousand and fourteen.*

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*Kathleen Moesle Weaver, Mayor*

*Attest:*

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*JoAnne E. Ragona, City Clerk*

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
December 1, 2014**

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		<b>\$94,121.81</b>
Water Fund		<b>\$11,757.55</b>
Motor Fuel Tax Fund		<b>\$108,844.77</b>
Water Depreciation Fund		<b>\$11,082.74</b>
Debt Service Fund		
Capital Improvement Fund		<b>\$10,264.18</b>
Special Service Area Tax Fund		<b>\$592.00</b>
Drug Seizures Fund		
	<b>Subtotal:</b>	<b>\$ 236,663.05</b>
General Fund Payroll	11/27/14	<b>\$ 257,734.29</b>
Water Fund Payroll	11/27/14	<b>\$ 31,572.75</b>
	<b>Subtotal:</b>	<b>\$ 289,307.04</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 525,970.09</b>

**Approvals:**

\_\_\_\_\_  
**Kathleen Moesle Weaver, Mayor**

\_\_\_\_\_  
**JoAnne E. Ragona, City Clerk**

\_\_\_\_\_  
**Michael J. Coren, Treasurer**

\_\_\_\_\_  
**Bryon D. Vana, City Administrator**

**CITY OF DARIEN  
REVENUE AND EXPENDITURE REPORT SUMMARY  
October 31, 2014**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,116,969	\$ 7,926,522	\$ 12,905,495
Expenditures	\$ 1,121,607	\$ 6,200,469	\$ 8,601,801
Audited 5/1/14 Opening Fund Balance:			\$ 3,852,364
Transfer to Capital Fund			\$ (2,947,611)
Current Fund Balance:			\$ 2,630,807

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 5,972	\$ 2,245,859	\$ 7,076,348
Expenditures	\$ 705,826	\$ 2,919,906	\$ 6,912,001
Audited 5/1/14 Cash Balance			\$ 1,019,332
Current Cash Balance:			\$ 345,285

**MOTOR FUEL TAX FUND - (03)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 44,785	\$ 472,776	\$ 524,450
Expenditures	\$ 43,851	\$ 192,880	\$ 598,660
Audited 5/1/14 Opening Fund Balance:			\$ 152,455
Current Fund Balance:			\$ 432,351

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 221	\$ 1,588	\$ 4,000
Expenditures	\$ 2,040	\$ 30,391	\$ 418,200
Audited 5/1/14 Cash Balance			\$ 306,434
Current Cash Balance:			\$ 277,631

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 457,814	\$ 4,460,793	\$ 2,726,430
Expenditures	\$ 539,943	\$ 3,120,781	\$ 3,719,806
Audited 5/1/14 Opening Fund Balance:			\$ 5,419,596
Current Fund Balance:			\$ 6,759,609

**CAPITAL PROJECTS DEBT SERVICE FUND (35)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 18,187	\$ 489,743	\$ 497,500
Expenditures	\$ -	\$ 36,750	\$ 497,500
Audited 5/1/14 Opening Fund Balance:			\$ 13,413
Current Fund Balance:			\$ 466,405

	Current Actual Year to Date	Current Budgeted F.Y.E. '15	Prior Year Actual Through Oct 13
Property Tax Collections	\$ 2,295,170	\$ 2,333,896	\$ 1,789,850
Sales Tax Collections	\$ 2,661,788	\$ 5,000,000	\$ 2,553,004
<b>Federal Equitable Sharing</b>	\$ 30,959	\$ -	\$ -

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Revenue</b>								
<b>Taxes</b>								
Real Estate Taxes - Current	3110	58,495.28	407,285.00	1,601,949.06	1,629,140.00	1,629,140.00	(27,190.94)	1.66%
Real Estate Taxes - Prior	3111	0.00	0.00	78.09	0.00	0.00	78.09	0.00%
Road and Bridge Tax	3120	7,301.79	52,000.00	200,076.73	208,000.00	208,000.00	(7,923.27)	3.80%
Municipal Utility Tax	3130	87,564.01	82,166.66	552,381.93	492,999.96	986,000.00	(433,618.07)	43.97%
Amusement Tax	3140	8,095.38	5,833.33	43,938.30	34,999.98	70,000.00	(26,061.70)	37.23%
Hotel/Motel Tax	3150	5,722.83	3,333.33	30,831.80	19,999.98	40,000.00	(9,168.20)	22.92%
Personal Property Tax	3425	1,182.56	416.67	3,688.20	2,500.02	5,000.00	(1,311.80)	26.23%
<b>Total Taxes</b>		<b>168,361.85</b>	<b>551,034.99</b>	<b>2,432,944.11</b>	<b>2,387,639.94</b>	<b>2,938,140.00</b>	<b>(505,195.89)</b>	<b>17.19%</b>
<b>License, Permits, Fees</b>								
Business Licenses	3210	860.00	3,333.33	7,045.00	19,999.98	40,000.00	(32,955.00)	82.38%
Liquor License	3212	0.00	0.00	68,053.77	60,000.00	60,000.00	8,053.77	(13.42)%
Contractor Licenses	3214	1,775.00	500.00	13,645.00	17,500.00	18,000.00	(4,355.00)	24.19%
Court Fines	3216	12,139.55	11,250.00	66,367.63	67,500.00	135,000.00	(68,632.37)	50.83%
Towing Fees	3217	8,000.00	5,833.33	35,000.00	34,999.98	70,000.00	(35,000.00)	50.00%
Ordinance Fines	3230	1,954.00	1,000.00	12,054.00	6,000.00	12,000.00	54.00	(0.45)%
Building Permits and Fees	3240	12,190.50	1,000.00	72,158.50	26,000.00	35,000.00	37,158.50	(106.16)%
Telecommunication Taxes	3242	0.00	72,500.00	349,247.59	435,000.00	870,000.00	(520,752.41)	59.85%
Cable T.V. Franchise Fee	3244	0.00	27,500.00	174,839.71	165,000.00	330,000.00	(155,160.29)	47.01%
PEG - Fees - AT&T	3245	0.00	0.00	16,489.19	0.00	0.00	16,489.19	0.00%
NICOR Franchise Fee	3246	0.00	2,333.33	0.00	13,999.98	28,000.00	(28,000.00)	100.00%
Public Hearing Fees	3250	2,000.00	500.00	4,415.96	3,000.00	5,000.00	(584.04)	11.68%
Elevator Inspections	3255	0.00	416.67	2,075.00	2,500.02	5,000.00	(2,925.00)	58.50%
Public Improvement Permit Fee	3260	0.00	0.00	25.00	0.00	0.00	25.00	0.00%
Engineering/Prof Fee Reimb	3265	8,681.33	3,533.33	27,787.97	21,199.98	42,400.00	(14,612.03)	34.46%
D.U.I. Technology Fines	3267	2,263.76	666.67	7,092.13	4,000.02	8,000.00	(907.87)	11.34%
Police Special Service	3268	11,815.99	8,958.33	51,051.96	53,749.98	107,500.00	(56,448.04)	52.50%
Stormwater Management Fees	3270	200.00	0.00	2,230.00	0.00	0.00	2,230.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees		61,880.13	139,324.99	909,578.41	930,449.94	1,765,900.00	(856,321.59)	48.49%
Charges for Services								
Inspections/Tap on/Permits	3320	0.00	0.00	160.00	0.00	0.00	160.00	0.00%
Total Charges for Services		0.00	0.00	160.00	0.00	0.00	160.00	0.00%
Intergovernmental								
State Income Tax	3410	237,434.83	174,295.33	1,239,462.61	1,045,771.98	2,091,544.00	(852,081.39)	40.73%
Local Use Tax	3420	31,869.93	32,300.75	194,321.48	193,804.50	387,609.00	(193,287.52)	49.86%
Sales Taxes	3430	522,010.83	416,666.67	2,661,787.66	2,500,000.02	5,000,000.00	(2,338,212.34)	46.76%
Video Gaming Revenue	3432	3,839.04	0.00	18,092.56	0.00	0.00	18,092.56	0.00%
Total Intergovernmental		795,154.63	623,262.75	4,113,664.31	3,739,576.50	7,479,153.00	(3,365,488.69)	45.00%
Other Revenue								
Interest Income	3510	951.03	500.00	3,154.24	3,000.00	6,000.00	(2,845.76)	47.42%
Gain/Loss on Investment	3515	20.33	0.00	34.07	0.00	0.00	34.07	0.00%
Water Share Expense	3520	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	(124,999.96)	49.99%
Police Report/Prints	3534	320.00	416.67	3,534.00	2,500.02	5,000.00	(1,466.00)	29.32%
Reimbursement-Rear Yard Drain	3541	1,000.00	0.00	4,000.00	0.00	0.00	4,000.00	0.00%
Grants	3560	0.00	0.00	2,310.00	0.00	0.00	2,310.00	0.00%
Rents	3561	23,536.50	27,941.83	141,549.25	167,650.98	335,302.00	(193,752.75)	57.78%
Other Reimbursements	3562	32,907.11	7,083.33	79,823.77	42,499.98	85,000.00	(5,176.23)	6.08%
Residential Concrete Reimb	3563	1,603.24	0.00	51,159.66	0.00	0.00	51,159.66	0.00%
Mail Box Reimbursement Program	3569	667.66	0.00	1,842.60	0.00	0.00	1,842.60	0.00%
Sales of Wood Chips	3572	110.00	0.00	4,060.00	0.00	0.00	4,060.00	0.00%
Sale of Equipment	3575	4,649.00	83.33	5,294.40	499.98	1,000.00	4,294.40	(429.44)%
Reimbursement - Workers Comp	3577	3,501.64	0.00	3,501.64	0.00	0.00	3,501.64	0.00%
Miscellaneous Revenue	3580	1,472.85	3,333.33	25,554.95	19,999.98	40,000.00	(14,445.05)	36.11%
Total Other Revenue		91,572.70	60,191.82	450,818.62	361,150.92	722,302.00	(271,483.38)	37.59%
Total Revenue		1,116,969.31	1,373,814.55	7,907,165.45	7,418,817.30	12,905,495.00	(4,998,329.55)	38.73%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
**From 10/1/2014 Through 10/31/2014**

	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 0.00	1,350,000.00	2,216,065.75	3,700,000.00	7,064,348.00	(4,848,282.25)	68.63%
Inspections/Tap on/Permits	3320 0.00	333.33	11,200.00	1,999.98	4,000.00	7,200.00	(180.00)%
Front Footage Fees	3322 0.00	0.00	3,403.04	0.00	0.00	3,403.04	0.00%
Sale of Meters	3325 0.00	250.00	2,150.00	1,500.00	3,000.00	(850.00)	28.33%
Other Water Sales	3390 5,491.65	250.00	10,012.10	1,500.00	3,000.00	7,012.10	(233.73)%
Total Charges for Services	5,491.65	1,350,833.33	2,242,830.89	3,704,999.98	7,074,348.00	(4,831,517.11)	68.30%
Other Revenue							
Interest Income	3510 480.71	166.67	3,028.31	1,000.02	2,000.00	1,028.31	(51.41)%
Total Other Revenue	480.71	166.67	3,028.31	1,000.02	2,000.00	1,028.31	(51.42)%
Total Revenue	5,972.36	1,351,000.00	2,245,859.20	3,706,000.00	7,076,348.00	(4,830,488.80)	68.26%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 10/1/2014 Through 10/31/2014**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Intergovernmental								
MFT Allotment	3440	44,487.98	43,620.83	266,279.07	261,724.98	523,450.00	(257,170.93)	49.12%
Total Intergovernmental		44,487.98	43,620.83	266,279.07	261,724.98	523,450.00	(257,170.93)	49.13%
Other Revenue								
Interest Income	3510	297.44	83.33	1,392.59	499.98	1,000.00	392.59	(39.25)%
Miscellaneous Revenue	3580	0.00	0.00	205,104.00	0.00	0.00	205,104.00	0.00%
Total Other Revenue		297.44	83.33	206,496.59	499.98	1,000.00	205,496.59	...,549.66)%
Total Revenue		44,785.42	43,704.16	472,775.66	262,224.96	524,450.00	(51,674.34)	9.85%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 10/1/2014 Through 10/31/2014**

	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 14.11	0.00	88.27	0.00	0.00	88.27	0.00%
Total Other Revenue	14.11	0.00	88.27	0.00	0.00	88.27	0.00%
Total Revenue	14.11	0.00	88.27	0.00	0.00	88.27	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 10/1/2014 Through 10/31/2014**

	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 289.04	1,000.00	4,977.49	5,000.00	5,000.00	(22.51)	0.45%
Total Taxes	289.04	1,000.00	4,977.49	5,000.00	5,000.00	(22.51)	0.45%
Other Revenue							
Interest Income	3510 8.17	0.00	51.95	0.00	0.00	51.95	0.00%
Total Other Revenue	8.17	0.00	51.95	0.00	0.00	51.95	0.00%
Total Revenue	297.21	1,000.00	5,029.44	5,000.00	5,000.00	29.44	(0.59)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**State Drug Forfeiture Fund**  
**From 10/1/2014 Through 10/31/2014**

	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 9.20	0.00	63.20	0.00	0.00	63.20	0.00%
Total Other Revenue	9.20	0.00	63.20	0.00	0.00	63.20	0.00%
Total Revenue	9.20	0.00	63.20	0.00	0.00	63.20	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 10/1/2014 Through 10/31/2014**

	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	212.28	333.33	1,573.60	1,999.98	4,000.00	(2,426.40)	60.66%
Gain/Loss on Investment	3515	8.71	0.00	14.61	0.00	0.00	14.61	0.00%
Total Other Revenue	<u>220.99</u>	<u>333.33</u>	<u>1,588.21</u>	<u>1,999.98</u>	<u>4,000.00</u>	<u>(2,411.79)</u>	<u>60.29%</u>	
Total Revenue	220.99	333.33	1,588.21	1,999.98	4,000.00	(2,411.79)	60.29%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Federal Equitable Sharing Fund**  
**From 10/1/2014 Through 10/31/2014**

	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	84.34	0.00	516.25	0.00	0.00	516.25	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	30,443.05	0.00	0.00	30,443.05	0.00%
Total Other Revenue	<u>84.34</u>	<u>0.00</u>	<u>30,959.30</u>	<u>0.00</u>	<u>0.00</u>	<u>30,959.30</u>	<u>0.00%</u>	
Total Revenue	84.34	0.00	30,959.30	0.00	0.00	30,959.30	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Seized Assets Fund**  
**From 10/1/2014 Through 10/31/2014**

	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	90.05	0.00	384.93	0.00	0.00	384.93	0.00%
Total Other Revenue	90.05	0.00	384.93	0.00	0.00	384.93	0.00%	
Total Revenue	90.05	0.00	384.93	0.00	0.00	384.93	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 10/1/2014 Through 10/31/2014**

		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	7,280.72	37,756.00	199,420.13	202,756.00	202,756.00	(3,335.87)	1.64%
Total Taxes		7,280.72	37,756.00	199,420.13	202,756.00	202,756.00	(3,335.87)	1.65%
Other Revenue								
Interest Income	3510	5,096.10	833.33	30,863.53	4,999.98	10,000.00	20,863.53	(208.63)%
Grants	3560	0.00	958.33	0.00	5,749.98	11,500.00	(11,500.00)	100.00%
Other Reimbursements	3562	0.00	0.00	82,898.78	0.00	0.00	82,898.78	0.00%
Transfer from Other Funds	3612	445,437.00	0.00	2,947,611.00	2,502,174.00	2,502,174.00	445,437.00	(17.80)%
Other Financing Resources	3900	0.00	0.00	1,200,000.00	0.00	0.00	1,200,000.00	0.00%
Total Other Revenue		450,533.10	1,791.66	4,261,373.31	2,512,923.96	2,523,674.00	1,737,699.31	(68.86)%
Total Revenue		457,813.82	39,547.66	4,460,793.44	2,715,679.96	2,726,430.00	1,734,363.44	(63.61)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 10/1/2014 Through 10/31/2014**

	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 17,846.66	100,000.00	488,823.05	497,000.00	497,000.00	(8,176.95)	1.64%
Total Taxes	17,846.66	100,000.00	488,823.05	497,000.00	497,000.00	(8,176.95)	1.65%
Other Revenue							
Interest Income	3510 340.54	41.67	919.45	250.02	500.00	419.45	(83.89)%
Total Other Revenue	340.54	41.67	919.45	250.02	500.00	419.45	(83.89)%
Total Revenue	18,187.20	100,041.67	489,742.50	497,250.02	497,500.00	(7,757.50)	1.56%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 10/1/2014 Through 10/31/2014**

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

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	42,715.86	54,701.64	261,667.69	255,274.32	474,081.00	212,413.31	44.80%
Overtime	4030	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
<b>Total Salaries</b>		<u>42,715.86</u>	<u>54,701.64</u>	<u>261,667.69</u>	<u>255,774.32</u>	<u>474,581.00</u>	<u>212,913.31</u>	<u>44.86%</u>
<b>Benefits</b>								
Social Security	4110	1,531.22	3,391.50	14,462.37	15,827.00	29,393.00	14,930.63	50.79%
Medicare	4111	632.19	793.14	3,822.27	3,701.32	6,874.00	3,051.73	44.39%
I.M.R.F.	4115	6,663.00	8,112.21	37,994.00	37,856.98	70,306.00	32,312.00	45.95%
Medical/Life Insurance	4120	5,249.12	5,273.42	31,354.90	31,640.52	63,281.00	31,926.10	50.45%
Supplemental Pensions	4135	3,090.29	1,998.67	13,744.12	11,992.02	23,984.00	10,239.88	42.69%
<b>Total Benefits</b>		<u>17,165.82</u>	<u>19,568.94</u>	<u>101,377.66</u>	<u>101,017.84</u>	<u>193,838.00</u>	<u>92,460.34</u>	<u>47.70%</u>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	274.00	300.00	655.00	1,800.00	3,600.00	2,945.00	81.80%
Liability Insurance	4219	0.00	1,666.67	4,032.50	10,100.02	51,852.00	47,819.50	92.22%
Legal Notices	4221	300.00	666.67	2,629.54	4,000.02	8,000.00	5,370.46	67.13%
Maintenance - Building	4223	0.00	700.00	775.65	4,200.00	8,400.00	7,624.35	90.76%
Maintenance - Equipment	4225	210.00	1,066.67	210.00	6,400.02	12,800.00	12,590.00	98.35%
Maintenance - Grounds	4227	0.00	666.67	0.00	4,000.02	8,000.00	8,000.00	100.00%
Postage/Mailings	4233	1,645.00	433.33	3,827.46	2,599.98	5,200.00	1,372.54	26.39%
Printing and Forms	4235	0.00	250.00	1,079.47	1,500.00	3,000.00	1,920.53	64.01%
Public Relations	4239	3,145.27	3,125.00	17,636.76	18,750.00	37,500.00	19,863.24	52.96%
Rent - Equipment	4243	254.82	180.00	509.64	1,080.00	2,160.00	1,650.36	76.40%
Supplies - Office	4253	500.09	750.00	3,295.14	4,500.00	9,000.00	5,704.86	63.38%
Supplies - Other	4257	0.00	41.67	0.00	250.02	500.00	500.00	100.00%
Training and Education	4263	0.00	416.67	220.00	2,500.02	5,000.00	4,780.00	95.60%
Travel/Meetings	4265	0.00	91.67	0.00	500.02	1,000.00	1,000.00	100.00%
Telephone	4267	9,021.16	5,083.33	28,327.94	30,499.98	61,000.00	32,672.06	53.56%
Utilities (Elec,Gas,Wtr,Sewer)	4271	410.97	316.67	537.21	1,900.02	3,800.00	3,262.79	85.86%
Vehicle (Gas and Oil)	4273	615.32	658.33	3,742.31	3,949.98	7,900.00	4,157.69	52.62%
ESDA	4279	0.00	166.67	381.92	1,000.02	2,000.00	1,618.08	80.90%
<b>Total Materials and Supplies</b>		<u>16,376.63</u>	<u>16,580.02</u>	<u>67,860.54</u>	<u>99,530.12</u>	<u>230,712.00</u>	<u>162,851.46</u>	<u>70.59%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual								
Audit	4320	0.00	0.00	13,350.00	13,350.00	13,350.00	0.00	0.00%
Consulting/Professional	4325	12,091.15	8,770.83	52,858.65	52,624.98	105,250.00	52,391.35	49.77%
Conslt/Prof Reimbursable	4328	0.00	0.00	315.96	0.00	0.00	(315.96)	0.00%
Contingency	4330	280.00	833.33	280.00	4,999.98	10,000.00	9,720.00	97.20%
Janitorial Service	4345	1,182.00	1,375.00	7,092.00	8,250.00	16,500.00	9,408.00	57.01%
Total Contractual		<u>13,553.15</u>	<u>10,979.16</u>	<u>73,896.61</u>	<u>79,224.96</u>	<u>145,100.00</u>	<u>71,203.39</u>	<u>49.07%</u>
Other Charges								
Transfer to Other Funds	4605	445,437.00	0.00	2,947,611.00	0.00	0.00	(2,947,611.00)	0.00%
Total Other Charges		<u>445,437.00</u>	<u>0.00</u>	<u>2,947,611.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,947,611.00)</u>	<u>0.00%</u>
Total Expenditures		<u>535,248.46</u>	<u>101,829.76</u>	<u>3,452,413.50</u>	<u>535,547.24</u>	<u>1,044,231.00</u>	<u>(2,408,182.50)</u>	<u>(230.62)%</u>
Total		(535,248.46)	(101,829.76)	(3,452,413.50)	(535,547.24)	(1,044,231.00)	2,408,182.50	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	21,375.00	21,375.00	42,750.00	21,375.00	50.00%
Total Salaries		3,562.50	3,562.50	21,375.00	21,375.00	42,750.00	21,375.00	50.00%
Benefits								
Social Security	4110	220.87	220.92	1,325.25	1,325.52	2,651.00	1,325.75	50.00%
Medicare	4111	51.67	51.67	310.02	310.02	620.00	309.98	49.99%
Total Benefits		272.54	272.59	1,635.27	1,635.54	3,271.00	1,635.73	50.01%
Materials and Supplies								
Boards and Commissions	4205	0.00	208.33	292.00	1,249.98	2,500.00	2,208.00	88.32%
Cable Operations	4206	0.00	208.33	0.00	1,249.98	2,500.00	2,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	65.00	100.00	100.00	35.00	35.00%
Liability Insurance	4219	7,556.36	2,916.66	13,122.84	17,499.96	42,938.00	29,815.16	69.43%
Public Relations	4239	0.00	166.67	735.57	1,000.02	2,000.00	1,264.43	63.22%
Training and Education	4263	0.00	0.00	0.00	500.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	0.00	35.00	0.00	0.00	(35.00)	0.00%
Total Materials and Supplies		7,556.36	3,499.99	14,250.41	21,599.94	51,038.00	36,787.59	72.08%
Contractual								
Consulting/Professional	4325	608.00	416.67	2,108.00	2,500.02	5,000.00	2,892.00	57.84%
Trolley Contracts	4366	0.00	66.67	0.00	400.02	800.00	800.00	100.00%
Total Contractual		608.00	483.34	2,108.00	2,900.04	5,800.00	3,692.00	63.66%
Total Expenditures		11,999.40	7,818.42	39,368.68	47,510.52	102,859.00	63,490.32	61.73%
Total		(11,999.40)	(7,818.42)	(39,368.68)	(47,510.52)	(102,859.00)	(63,490.32)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	31,974.60	33,093.45	153,528.73	154,436.10	286,810.00	133,281.27	46.47%
Overtime	4030	0.00	0.00	40.35	400.00	500.00	459.65	91.93%
<b>Total Salaries</b>		<u>31,974.60</u>	<u>33,093.45</u>	<u>153,569.08</u>	<u>154,836.10</u>	<u>287,310.00</u>	<u>133,740.92</u>	<u>46.55%</u>
<b>Benefits</b>								
Social Security	4110	1,927.01	2,051.76	9,191.56	9,574.88	17,782.00	8,590.44	48.30%
Medicare	4111	450.66	479.96	2,149.61	2,239.92	4,159.00	2,009.39	48.31%
I.M.R.F.	4115	4,741.83	4,907.76	22,516.65	22,903.07	42,534.00	20,017.35	47.06%
Medical/Life Insurance	4120	3,337.77	3,330.75	19,937.72	19,984.50	39,969.00	20,031.28	50.11%
Supplemental Pensions	4135	276.90	300.00	1,292.20	1,800.00	3,600.00	2,307.80	64.10%
<b>Total Benefits</b>		<u>10,734.17</u>	<u>11,070.23</u>	<u>55,087.74</u>	<u>56,502.37</u>	<u>108,044.00</u>	<u>52,956.26</u>	<u>49.01%</u>
<b>Materials and Supplies</b>								
Boards and Commissions	4205	0.00	125.00	570.00	750.00	1,500.00	930.00	62.00%
Dues and Subscriptions	4213	0.00	37.92	470.00	227.52	455.00	(15.00)	(3.29)%
Liability Insurance	4219	1,312.50	1,541.66	9,397.50	9,249.96	46,000.00	36,602.50	79.57%
Maintenance - Vehicles	4229	0.00	100.00	0.00	600.00	1,200.00	1,200.00	100.00%
Printing and Forms	4235	289.00	220.08	289.00	1,320.48	2,641.00	2,352.00	89.05%
Supplies - Office	4253	0.00	50.00	0.00	300.00	450.00	450.00	100.00%
Training and Education	4263	0.00	41.67	600.00	250.02	500.00	(100.00)	(20.00)%
Travel/Meetings	4265	0.00	16.67	0.00	100.02	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	91.19	116.67	755.62	700.02	1,400.00	644.38	46.02%
<b>Total Materials and Supplies</b>		<u>1,692.69</u>	<u>2,249.67</u>	<u>12,082.12</u>	<u>13,498.02</u>	<u>54,346.00</u>	<u>42,263.88</u>	<u>77.77%</u>
<b>Contractual</b>								
Consulting/Professional	4325	4,166.64	2,923.00	18,427.54	31,125.00	34,918.00	16,490.46	47.22%
Const/Prof Reimbursable	4328	8,372.07	4,033.34	56,469.79	24,200.04	48,400.00	(8,069.79)	(16.67)%
<b>Total Contractual</b>		<u>12,538.71</u>	<u>6,956.34</u>	<u>74,897.33</u>	<u>55,325.04</u>	<u>83,318.00</u>	<u>8,420.67</u>	<u>10.11%</u>
<b>Total Expenditures</b>		<u>56,940.17</u>	<u>53,369.69</u>	<u>295,636.27</u>	<u>280,161.53</u>	<u>533,018.00</u>	<u>237,381.73</u>	<u>44.54%</u>
<b>Total</b>		<u>(56,940.17)</u>	<u>(53,369.69)</u>	<u>(295,636.27)</u>	<u>(280,161.53)</u>	<u>(533,018.00)</u>	<u>(237,381.73)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	67,141.83	60,601.02	302,539.96	282,804.76	525,209.00	222,669.04	42.39%
Overtime	4030	5,174.01	6,250.00	35,827.13	37,500.00	75,000.00	39,172.87	52.23%
<b>Total Salaries</b>		<u>72,315.84</u>	<u>66,851.02</u>	<u>338,367.09</u>	<u>320,304.76</u>	<u>600,209.00</u>	<u>261,841.91</u>	<u>43.63%</u>
<b>Benefits</b>								
Social Security	4110	5,876.66	6,439.95	30,553.17	30,053.10	55,813.00	25,259.83	45.25%
Medicare	4111	1,374.35	1,506.09	7,145.40	7,028.42	13,053.00	5,907.60	45.25%
I.M.R.F.	4115	15,440.90	14,541.57	71,616.36	67,860.66	126,027.00	54,410.64	43.17%
Medical/Life Insurance	4120	11,924.66	12,849.00	71,230.34	77,094.00	154,188.00	82,957.66	53.80%
Supplemental Pensions	4135	415.35	208.33	1,938.30	1,249.98	2,500.00	561.70	22.46%
<b>Total Benefits</b>		<u>35,031.92</u>	<u>35,544.94</u>	<u>182,483.57</u>	<u>183,286.16</u>	<u>351,581.00</u>	<u>169,097.43</u>	<u>48.10%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	2,189.23	1,829.00	12,540.90	10,974.00	65,658.00	53,117.10	80.89%
Maintenance - Building	4223	4,802.58	6,234.01	24,335.90	35,804.06	78,336.00	54,000.10	68.93%
Maintenance - Equipment	4225	3,520.97	1,815.58	43,666.47	10,893.48	21,787.00	(21,879.47)	(100.42)%
Maintenance - Vehicles	4229	3,475.12	2,166.67	26,862.50	13,000.02	26,000.00	(862.50)	(3.31)%
Maintenance - Laundromat Exp	4230	0.00	0.00	166.75	0.00	0.00	(166.75)	0.00%
Postage/Mailings	4233	720.00	83.33	1,170.00	499.98	1,000.00	(170.00)	(17.00)%
Rent - Equipment	4243	0.00	2,445.83	6,552.50	14,674.98	23,950.00	17,397.50	72.64%
Supplies - Office	4253	52.02	346.83	273.98	2,080.98	4,162.00	3,888.02	93.41%
Supplies - Other	4257	5,937.35	3,790.50	23,767.11	22,743.00	45,486.00	21,718.89	47.74%
Small Tools & Equipment	4259	978.37	320.83	2,597.89	1,924.98	3,850.00	1,252.11	32.52%
Training and Education	4263	94.95	355.42	884.95	2,142.52	4,275.00	3,390.05	79.29%
Travel/Meetings	4265	0.00	0.00	40.00	0.00	0.00	(40.00)	0.00%
Telephone	4267	0.00	0.00	(129.65)	0.00	0.00	129.65	0.00%
Uniforms	4269	739.76	537.17	3,133.30	3,223.02	6,446.00	3,312.70	51.39%
Utilities (Elec,Gas,Wtr,Sewer)	4271	108.92	425.00	268.70	2,550.00	5,100.00	4,831.30	94.73%
Vehicle (Gas and Oil)	4273	5,118.13	7,242.83	36,021.92	43,456.98	86,914.00	50,892.08	58.55%
<b>Total Materials and Supplies</b>		<u>27,737.40</u>	<u>27,593.00</u>	<u>182,153.22</u>	<u>163,968.00</u>	<u>372,964.00</u>	<u>190,810.78</u>	<u>51.16%</u>
<b>Contractual</b>								

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325	279.08	841.67	2,911.10	5,050.02	10,100.00	7,188.90	71.17%
Forestry	4350	2,960.46	45,866.25	32,642.96	60,805.50	134,003.00	101,360.04	75.64%
Street Light Oper & Maint.	4359	13,595.50	8,016.67	46,997.74	48,100.02	96,200.00	49,202.26	51.14%
Mosquito Abatement	4365	0.00	0.00	40,887.00	40,887.00	40,887.00	0.00	0.00%
Street Sweeping	4373	0.00	7,407.00	12,551.00	23,221.00	44,242.00	31,691.00	71.63%
Drainage Projects	4374	4,852.66	4,500.00	27,381.57	34,500.00	34,500.00	7,118.43	20.63%
Tree Trim/Removal	4375	2,490.00	10,066.67	10,120.00	60,400.02	120,800.00	110,680.00	91.62%
Total Contractual		24,177.70	76,698.26	173,491.37	272,963.56	480,732.00	307,240.63	63.91%
Capital Outlay								
Equipment	4815	101,244.00	0.00	102,199.93	176,610.00	176,610.00	74,410.07	42.13%
Total Capital Outlay		101,244.00	0.00	102,199.93	176,610.00	176,610.00	74,410.07	42.13%
Total Expenditures		260,506.86	206,687.22	978,695.18	1,117,132.48	1,982,096.00	1,003,400.82	50.62%
Total		(260,506.86)	(206,687.22)	(978,695.18)	(1,117,132.48)	(1,982,096.00)	(1,003,400.82)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	49,708.44	49,275.21	231,296.60	233,950.98	431,052.00	199,755.40	46.34%
Salaries - Officers	4020	353,779.12	385,342.02	1,680,706.88	1,798,262.76	3,339,631.00	1,658,924.12	49.67%
Overtime	4030	61,584.82	53,226.90	274,534.57	248,392.20	461,300.00	186,765.43	40.48%
<b>Total Salaries</b>		<b>465,072.38</b>	<b>487,844.13</b>	<b>2,186,538.05</b>	<b>2,280,605.94</b>	<b>4,231,983.00</b>	<b>2,045,444.95</b>	<b>48.33%</b>
<b>Benefits</b>								
Social Security	4110	3,144.16	3,055.02	14,167.39	14,256.76	26,477.00	12,309.61	46.49%
Medicare	4111	6,138.96	6,393.00	28,523.96	29,834.00	55,406.00	26,882.04	48.51%
I.M.R.F.	4115	6,916.51	6,673.95	30,398.84	31,145.10	57,841.00	27,442.16	47.44%
Medical/Life Insurance	4120	37,975.20	44,041.83	222,551.78	264,250.98	528,502.00	305,950.22	57.89%
Police Pension	4130	42,937.60	150,000.00	1,176,049.26	1,055,027.00	1,196,027.00	19,977.74	1.67%
Supplemental Pensions	4135	5,135.40	4,000.00	22,996.05	24,000.00	48,000.00	25,003.95	52.09%
<b>Total Benefits</b>		<b>102,247.83</b>	<b>214,163.80</b>	<b>1,494,687.28</b>	<b>1,418,513.84</b>	<b>1,912,253.00</b>	<b>417,565.72</b>	<b>21.84%</b>
<b>Materials and Supplies</b>								
Animal Control	4201	75.00	183.33	365.00	1,099.98	2,200.00	1,835.00	83.40%
Auxiliary Police	4203	150.98	350.00	3,523.71	2,100.00	4,200.00	676.29	16.10%
Boards and Commissions	4205	5,234.00	2,250.00	19,211.76	13,500.00	27,000.00	7,788.24	28.84%
Dues and Subscriptions	4213	563.99	304.17	804.89	1,825.02	3,650.00	2,845.11	77.94%
Investigation and Equipment	4217	329.51	2,907.50	7,468.81	17,445.00	34,890.00	27,421.19	78.59%
Liability Insurance	4219	4,503.00	5,833.33	28,123.50	34,999.98	228,760.00	200,636.50	87.70%
Maintenance - Equipment	4225	1,047.09	1,393.33	6,156.91	8,359.98	16,720.00	10,563.09	63.17%
Maintenance - Vehicles	4229	8,782.15	5,516.66	32,525.12	33,099.96	66,200.00	33,674.88	50.86%
Postage/Mailings	4233	759.43	375.00	1,471.82	2,250.00	4,500.00	3,028.18	67.29%
Printing and Forms	4235	415.20	250.00	537.20	1,500.00	3,000.00	2,462.80	82.09%
Public Relations	4239	0.00	416.67	1,602.08	2,500.02	5,000.00	3,397.92	67.95%
Rent - Equipment	4243	1,700.00	14,450.25	166,596.12	86,701.50	173,403.00	6,806.88	3.92%
Supplies - Office	4253	603.02	500.00	1,846.21	3,000.00	6,000.00	4,153.79	69.22%
Training and Education	4263	415.00	2,700.00	12,058.09	16,200.00	32,400.00	20,341.91	62.78%
Travel/Meetings	4265	1,110.95	912.50	1,763.85	5,475.00	10,950.00	9,186.15	83.89%
Telephone	4267	1,089.36	1,075.00	4,673.45	6,450.00	12,900.00	8,226.55	63.77%
Uniforms	4269	13,340.50	4,235.00	23,737.85	25,410.00	50,820.00	27,082.15	53.29%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 10/1/2014 Through 10/31/2014**

		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	351.25	583.33	1,409.05	3,499.98	7,000.00	5,590.95	79.87%
Vehicle (Gas and Oil)	4273	8,511.07	9,583.33	54,236.29	57,499.98	115,000.00	60,763.71	52.83%
Total Materials and Supplies		48,981.50	53,819.40	368,111.71	322,916.40	804,593.00	436,481.29	54.25%
Contractual								
Consulting/Professional	4325	86,047.00	29,707.33	268,557.44	178,243.98	356,488.00	87,930.56	24.66%
Dumeg/Fiat/Child Center	4337	0.00	2,056.67	24,680.00	12,340.02	24,680.00	0.00	0.00%
Total Contractual		86,047.00	31,764.00	293,237.44	190,584.00	381,168.00	87,930.56	23.07%
Capital Outlay								
Equipment	4815	0.00	9,314.50	38,433.13	55,887.00	111,774.00	73,340.87	65.61%
Total Capital Outlay		0.00	9,314.50	38,433.13	55,887.00	111,774.00	73,340.87	65.62%
Total Expenditures		702,348.71	796,905.83	4,381,007.61	4,268,507.18	7,441,771.00	3,060,763.39	41.13%
Total		(702,348.71)	(796,905.83)	(4,381,007.61)	(4,268,507.18)	(7,441,771.00)	(3,060,763.39)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 10/1/2014 Through 10/31/2014**

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

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	52,684.29	54,810.00	252,330.98	255,780.00	475,029.00	222,698.02	46.88%
Salaries - Officers	4020	(450.00)	0.00	0.00	0.00	0.00	0.00	0.00%
Overtime	4030	9,325.74	4,770.00	44,923.40	25,924.00	50,000.00	5,076.60	10.15%
<b>Total Salaries</b>		<b>61,560.03</b>	<b>59,580.00</b>	<b>297,254.38</b>	<b>281,704.00</b>	<b>525,029.00</b>	<b>227,774.62</b>	<b>43.38%</b>
<b>Benefits</b>								
Social Security	4110	3,664.62	3,756.00	16,140.01	17,512.00	32,551.00	16,410.99	50.41%
Medicare	4111	857.04	878.00	3,808.69	4,100.00	7,612.00	3,803.31	49.96%
I.M.R.F.	4115	7,444.90	8,984.00	34,225.78	41,924.00	77,861.00	43,635.22	56.04%
Medical/Life Insurance	4120	7,617.07	9,234.33	45,499.52	55,405.98	110,812.00	65,312.48	58.93%
Supplemental Pensions	4135	138.45	200.00	646.10	1,200.00	2,400.00	1,753.90	73.07%
<b>Total Benefits</b>		<b>19,722.08</b>	<b>23,052.33</b>	<b>100,320.10</b>	<b>120,141.98</b>	<b>231,236.00</b>	<b>130,915.90</b>	<b>56.62%</b>
<b>Materials and Supplies</b>								
Liability Insurance	4219	233.76	1,593.92	1,643.36	9,563.52	213,167.00	211,523.64	99.22%
Maintenance - Building	4223	1,093.72	1,641.84	7,291.57	15,026.04	24,877.00	17,585.43	70.68%
Maintenance - Equipment	4225	1,233.32	1,011.92	11,686.35	6,071.52	12,143.00	456.65	3.76%
Maintenance - Water System	4231	14,893.29	11,755.09	117,509.84	117,489.54	158,890.00	41,380.16	26.04%
Postage/Mailings	4233	5.00	86.25	875.16	517.50	1,035.00	159.84	15.44%
Printing and Forms	4235	0.00	0.00	15.30	0.00	0.00	(15.30)	0.00%
Quality Control	4241	3,287.01	1,293.75	6,036.37	7,762.50	15,525.00	9,488.63	61.11%
Service Charge	4251	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	124,999.96	49.99%
Supplies - Operation	4255	0.00	346.67	391.80	5,080.02	7,160.00	6,768.20	94.52%
Training and Education	4263	0.00	256.67	117.50	1,540.02	3,080.00	2,962.50	96.18%
Telephone	4267	1,552.10	900.00	4,850.00	5,400.00	10,800.00	5,950.00	55.09%
Uniforms	4269	0.00	259.50	510.64	1,557.00	3,114.00	2,603.36	83.60%
Utilities (Elec,Gas,Wtr,Sewer)	4271	2,439.87	4,066.67	13,159.79	24,400.02	48,800.00	35,640.21	73.03%
Vehicle (Gas and Oil)	4273	2,402.14	1,881.25	14,581.50	11,287.50	22,575.00	7,993.50	35.40%
<b>Total Materials and Supplies</b>		<b>47,973.55</b>	<b>45,926.86</b>	<b>303,669.22</b>	<b>330,695.16</b>	<b>771,166.00</b>	<b>467,496.78</b>	<b>60.62%</b>
<b>Contractual</b>								
Audit	4320	0.00	0.00	3,450.00	10,000.00	10,000.00	6,550.00	65.50%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325	281.60	1,083.33	281.60	6,499.98	13,000.00	12,718.40	97.83%
Leak Detection	4326	2,985.00	1,625.00	12,560.78	9,750.00	19,500.00	6,939.22	35.58%
Data Processing	4336	24,824.25	12,694.00	74,442.50	76,164.00	152,328.00	77,885.50	51.13%
DuPage Water Commission	4340	355,464.16	405,406.33	1,881,718.09	2,432,437.98	4,864,876.00	2,983,157.91	61.32%
Total Contractual		383,555.01	420,808.66	1,972,452.97	2,534,851.96	5,059,704.00	3,087,251.03	61.02%
Capital Outlay								
Equipment	4815	0.00	0.00	1,705.93	2,610.00	2,610.00	904.07	34.63%
Water Meter Purchases	4880	4,200.00	2,083.33	9,431.73	12,499.98	25,000.00	15,568.27	62.27%
Total Capital Outlay		4,200.00	2,083.33	11,137.66	15,109.98	27,610.00	16,472.34	59.66%
Debt Service								
Debt Retire-Water Refunding	4950	188,815.63	0.00	235,071.84	50,000.00	297,256.00	62,184.16	20.91%
Total Debt Service		188,815.63	0.00	235,071.84	50,000.00	297,256.00	62,184.16	20.92%
Total Expenditures		705,826.30	551,451.18	2,919,906.17	3,332,503.08	6,912,001.00	3,992,094.83	57.76%
Total		(705,826.30)	(551,451.18)	(2,919,906.17)	(3,332,503.08)	(6,912,001.00)	(3,992,094.83)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	150,000.00	150,000.00	300,000.00	150,000.00	50.00%
Total Salaries		25,000.00	25,000.00	150,000.00	150,000.00	300,000.00	150,000.00	50.00%
Materials and Supplies								
Road Material	4245	4,427.80	2,980.00	24,231.03	17,880.00	35,760.00	11,528.97	32.23%
Salt	4249	0.00	18,700.00	0.00	112,200.00	224,400.00	224,400.00	100.00%
Supplies - Other	4257	6,606.28	1,250.00	10,832.79	7,500.00	15,000.00	4,167.21	27.78%
Pavement Striping	4261	7,816.50	0.00	7,816.50	8,500.00	8,500.00	683.50	8.04%
Total Materials and Supplies		18,850.58	22,930.00	42,880.32	146,080.00	283,660.00	240,779.68	84.88%
Contractual								
Consulting/Professional	4325	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	100.00%
Total Contractual		0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	100.00%
Total Expenditures		43,850.58	47,930.00	192,880.32	311,080.00	598,660.00	405,779.68	67.78%
Total		(43,850.58)	(47,930.00)	(192,880.32)	(311,080.00)	(598,660.00)	(405,779.68)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	416.67	3,109.62	2,500.02	5,000.00	1,890.38	37.80%
Contingency	4330	0.00	291.67	0.00	1,750.02	3,500.00	3,500.00	100.00%
Total Contractual		0.00	708.34	3,109.62	4,250.04	8,500.00	5,390.38	63.42%
Total Expenditures		0.00	708.34	3,109.62	4,250.04	8,500.00	5,390.38	63.42%
Total		0.00	(708.34)	(3,109.62)	(4,250.04)	(8,500.00)	(5,390.38)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Maintenance - Water System	4231	0.00	0.00	3,000.00	16,500.00	16,500.00	13,500.00	81.81%
Total Materials and Supplies		0.00	0.00	3,000.00	16,500.00	16,500.00	13,500.00	81.82%
Capital Outlay								
Capital Improv-Infrastructure	4390	2,040.00	10,000.00	27,391.38	258,000.00	258,000.00	230,608.62	89.38%
Hydrant Painting	4391	0.00	0.00	0.00	38,500.00	38,500.00	38,500.00	100.00%
Equipment	4815	0.00	0.00	0.00	105,200.00	105,200.00	105,200.00	100.00%
Total Capital Outlay		2,040.00	10,000.00	27,391.38	401,700.00	401,700.00	374,308.62	93.18%
Total Expenditures		2,040.00	10,000.00	30,391.38	418,200.00	418,200.00	387,808.62	92.73%
Total		(2,040.00)	(10,000.00)	(30,391.38)	(418,200.00)	(418,200.00)	(387,808.62)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Federal Equitable Sharing Fund**  
**Drug Forfeiture Expenditures**  
**From 10/1/2014 Through 10/31/2014**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213 1,516.13	0.00	9,925.52	0.00	0.00	(9,925.52)	0.00%
Total Materials and Supplies	1,516.13	0.00	9,925.52	0.00	0.00	(9,925.52)	0.00%
Total Expenditures	1,516.13	0.00	9,925.52	0.00	0.00	(9,925.52)	0.00%
Total	(1,516.13)	0.00	(9,925.52)	0.00	0.00	9,925.52	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/1/2014 Through 10/31/2014**

		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	1,783.79	0.00	62,497.60	42,000.00	42,000.00	(20,497.60)	(48.80)%
Conslt/Prof Reimbursable	4328	0.00	0.00	9,981.00	0.00	0.00	(9,981.00)	0.00%
Total Contractual		1,783.79	0.00	72,478.60	42,000.00	42,000.00	(30,478.60)	(72.57)%
Capital Outlay								
Ditch Projects	4376	313,502.80	0.00	1,375,558.44	1,712,220.00	1,712,220.00	336,661.56	19.66%
Sidewalk Replacement Program	4380	0.00	0.00	64,750.65	81,345.00	81,345.00	16,594.35	20.39%
Residential Concrete Program	4381	0.00	0.00	51,003.08	0.00	0.00	(51,003.08)	0.00%
Crack Seal Program	4382	111,088.75	0.00	111,088.75	125,500.00	125,500.00	14,411.25	11.48%
Curb & Gutter Replacement Prog	4383	0.00	0.00	258,712.37	288,985.00	288,985.00	30,272.63	10.47%
Equipment	4815	51,505.38	26,000.00	73,966.99	194,000.00	194,000.00	120,033.01	61.87%
Street Reconstruction/Rehab	4855	0.00	0.00	1,018,800.81	1,073,000.00	1,073,000.00	54,199.19	5.05%
Total Capital Outlay		476,096.93	26,000.00	2,953,881.09	3,475,050.00	3,475,050.00	521,168.91	15.00%
Debt Service								
Debt Retire - Property	4945	62,062.50	0.00	94,421.13	35,000.00	202,756.00	108,334.87	53.43%
Total Debt Service		62,062.50	0.00	94,421.13	35,000.00	202,756.00	108,334.87	53.43%
Total Expenditures		539,943.22	26,000.00	3,120,780.82	3,552,050.00	3,719,806.00	599,025.18	16.10%
Total		(539,943.22)	(26,000.00)	(3,120,780.82)	(3,552,050.00)	(3,719,806.00)	(599,025.18)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 10/1/2014 Through 10/31/2014**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	36,750.00	40,000.00	497,500.00	460,750.00	92.61%
Total Debt Service		0.00	0.00	36,750.00	40,000.00	497,500.00	460,750.00	92.61%
Total Expenditures		0.00	0.00	36,750.00	40,000.00	497,500.00	460,750.00	92.61%
Total		0.00	0.00	(36,750.00)	(40,000.00)	(497,500.00)	(460,750.00)	0.00%

**CITY OF DARIEN -- CASH RESERVES**  
**October 31, 2014**

<b>FUND</b>	<b>FUND NAME</b>	<b>TOTAL</b>
01	General Fund	\$ 1,140,943.08
02	Water Fund	\$ 116,168.43
03	MFT Fund	\$ 391,634.10
05	Impact Fees Fund	\$ 18,586.61
10	Special Service Area Tax Fund	\$ 11,046.06
11	State Drug Forfeiture Fund	\$ 12,119.59
12	Water Depreciation Fund	\$ 272,532.52
16	Escrow Fund	\$ 25.87
17	Federal Equitable Sharing Acct	\$ 97,870.41
18	Seized Asset Funds	\$ 5,735.77
25	Capital Improvement Fund	\$ 6,691,355.93
35	Debt Service Fund	\$ 466,405.54
	<b>TOTAL</b>	<b><u>\$ 9,224,423.91</u></b>

*Prior Month Cash Balance*      **\$ 10,199,286.70**

<b>Bank Accounts and Interest Rates</b>	<b>Account Balances</b>
Republic Bank Drug Forfeiture Account - 1.00%	\$ 12,121.56
Republic Bank Equitable Federal Sharing Acct - 1.00%	\$ 99,386.54
Republic Bank Now Account - 1.00%	\$ 9,057,265.82
Republic Bank Operating Account	\$ 91,377.54
Republic Bank Payroll Account - Zero Balance Acct	\$ (89,099.13)
Illinois Funds Money Market Account - .012%	\$ 1,859.14
IMET Investment Fund - .37%	\$ 51,512.44
	<b>TOTAL</b>
	<b><u>\$ 9,224,423.91</u></b>

Wells Fargo Collateral Statement      **Market Value**  
**\$ 11,191,710**

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CALL ONE, INC.	ACCT 1010-6702-0000 - PHONE & DATA LINES	4267	Telephone	3,218.26
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - ACCT 21005549-01	4271	Utilities (Elec,Gas,Wtr,Sewer)	23.97
MUNICIPAL WEB SERVICES	OCTOBER 2014 WEBSITE MAINTENANCE	4325	Consulting/Professional	762.00
NEXTEL COMMUNICATIONS	PUBLIC WORKS AIRCARDS	4267	Telephone	112.99
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	4219	Liability Insurance	52.00
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	22.63
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	73.34
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	71.65
PM PRINTING INC.	BUSINESS CARDS - MAYOR WEAVER	4235	Printing and Forms	52.00
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL	4233	Postage/Mailings	1,025.00
SHANE'S OFFICE SUPPLY	NAME PLATES - PAUL NOSEK & MARIE KYRIAKOULIS	4253	Supplies - Office	42.76
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	<u>22.93</u>
			Total Administration	5,479.53

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 11/18/2014 Through 12/1/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ILLINOIS STATE POLICE	JOSHUA C. MOWRY FINGERPRINTING FEE	4205	Boards and Commissions	31.50
ILLINOIS STATE POLICE	JOHN C. WYZIEWICZ FINGERPRINTING FEE	4205	Boards and Commissions	31.50
ILLINOIS STATE POLICE	CREDIT	4205	Boards and Commissions	<u>(2.85)</u>
			Total City Council	60.15

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 11/18/2014 Through 12/1/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELEVATOR INSPECTION SERVICE CO	NOVEMBER 5, 2014 ELEVATOR REINSPECTION - SPORTSPLEX	4328	Const/Prof Reimbursable	25.00
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 6902 HIGH ROAD	4328	Const/Prof Reimbursable	210.00
			Total Community Development	235.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
A W AUTO SERVICE, INC.	SEVEN PIN TO SIX PIN ADAPTER	4225	Maintenance - Equipment	15.95
ADVANTAGE CHEVROLET	REPAIR PARTS	4229	Maintenance - Vehicles	96.04
ALL-STAR MAINTENANCE	917 IRONWOOD REAR YARD PROJECT	4374	Drainage Projects	5,557.50
AUTOMATED LOGIC	SERVICE CONTRACT FOR PD HVAC	4223	Maintenance - Building	388.36
BEARY LANDSCAPING	2014 TREE REPLACEMENT PROGRAM	4350	Forestry	46,280.00
BEARY LANDSCAPING	2014 TREE REPLACEMENT PROGRAM (EAB & 50/50 PROGRAM)	4350	Forestry	3,750.00
CARQUEST AUTO PARTS STORES	PAINTABLE UNDERCOAT	4223	Maintenance - Building	107.76
CARQUEST AUTO PARTS STORES	LAMP LENS, JCAS FUSE 40 AMP	4229	Maintenance - Vehicles	42.12
CARQUEST AUTO PARTS STORES	GROMMET, WD-40 GALLON & SPRAY BOTTLE	4229	Maintenance - Vehicles	51.03
CATCHING FLUID POWER, INC.	REPAIR PARTS FOR TRUCK 106	4229	Maintenance - Vehicles	46.22
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	68.89
COM ED	1041 S. FRONTAGE ROAD - ACCT 0788310001	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
COM ED	STREET LIGHTS - ACCT 0788318007	4359	Street Light Oper & Maint.	543.64
CONCEPTS UNLIMITED LANDSCAPING	BAILEY-EVERGREEN REAR YARD PROJECT	4374	Drainage Projects	11,136.25
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 2343005070	4359	Street Light Oper & Maint.	7.47
DAN GOMBAC	CDL REIMBURSEMENT	4219	Liability Insurance	60.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
DUPAGE TOPSOIL, INC.	BAILEY ROAD SIDEWALK RESTORATION	4257	Supplies - Other	1,050.00
DUPAGE TOPSOIL, INC.	MANNING ROAD	4350	Forestry	100.00
DUPAGE TOPSOIL, INC.	IRONWOOD REAR YARD	4374	Drainage Projects	100.00
DUPAGE TOPSOIL, INC.	EVERGREEN REAR YARD	4374	Drainage Projects	100.00
E.F. HEIL LLC	OLDFIELD ROAD DITCH/WIRTH, IRONWOOD, SAWMILL REAR YARD DRAIN	4374	Drainage Projects	54.00
E.F. HEIL LLC	OLDFIELD ROAD DITCH/WIRTH, IRONWOOD, SAWMILL REAR YARD DRAIN	4374	Drainage Projects	54.00
E.F. HEIL LLC	OLDFIELD ROAD DITCH/WIRTH, IRONWOOD, SAWMILL REAR YARD DRAIN	4374	Drainage Projects	54.00
FLEETPRIDE	REPAIR PARTS - STOCK & 110	4229	Maintenance - Vehicles	7.50
FLEETPRIDE	REPAIR PARTS - STOCK & 110	4229	Maintenance - Vehicles	22.50
FLEETPRIDE	REPAIR PARTS - 110	4229	Maintenance - Vehicles	117.88
GRADE A	7105 WIRTH/7106 SUMMIT REAR YARD DRAINAGE PROJECTS	4374	Drainage Projects	2,058.00
GRAINGER	MVP ACTUATOR & CARTRIDGE	4223	Maintenance - Building	136.90
GRAINGER	DEHUMIDIFIER FOR POLICE EVIDENCE ROOM	4223	Maintenance - Building	462.60
GRAINGER	SCREWS FOR TRUCK 106	4229	Maintenance - Vehicles	94.14



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
GRAINGER	BATTERY FOR STOP SIGN MANNING/FAIRVIEW	4257	Supplies - Other	84.84
HUTTO & SON, INC.	FIRE EXTINGUISHER MAINTENANCE	4219	Liability Insurance	524.00
KARA COMPANY, INC.	SIDEWALK MARKING LATH	4257	Supplies - Other	118.00
KIEFT BROS., INC.	1624 GOLFVIEW REAR YARD DRAINAGE PROJECT	4257	Supplies - Other	117.70
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	4271	Utilities (Elec,Gas,Wtr,Sewer)	353.38
NORWALK TANK	KNOTTINGHAM STORM SEWER REPAIR	4257	Supplies - Other	335.76
NORWALK TANK	IRONWOOD & WIRTH REAR YARD PROJECTS	4374	Drainage Projects	214.89
NORWALK TANK	IRONWOOD & WIRTH REAR YARD PROJECTS	4374	Drainage Projects	214.89
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	38.97
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL	4233	Postage/Mailings	60.00
RAGS ELECTRIC	REPAIR ELECTRIC CONDUIT AT PUBLIC WORKS	4223	Maintenance - Building	204.85
RAGS ELECTRIC	STREET LIGHT REPAIR	4359	Street Light Oper & Maint.	2,608.18
RAGS ELECTRIC	STREET LIGHT REPAIR	4359	Street Light Oper & Maint.	4,200.00
RAGS ELECTRIC	STREET LIGHT REPAIR	4359	Street Light Oper & Maint.	1,268.78
RED WING SHOES	SAFETY BOOTS - JOHN CARR	4219	Liability Insurance	216.00
RED WING SHOES	CLOTHING ALLOWANCE - FELL	4219	Liability Insurance	202.00
RED WING SHOES	CLOTHING ALLOWANCE - HERMAN	4219	Liability Insurance	193.00
RED WING SHOES	CLOTHING ALLOWANCE - CARR & CABLE	4269	Uniforms	417.60

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/18/2014 Through 12/1/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RED WING SHOES	CLOTHING ALLOWANCE - KOUDELIK	4269	Uniforms	81.00
RED WING SHOES	CLOTHING ALLOWANCE - HERMAN	4269	Uniforms	177.99
RED WING SHOES	CLOTHING ALLOWANCE - ONCHUCK	4269	Uniforms	262.59
RED WING SHOES	CLOTHING ALLOWANCE - PISCITIELLO	4269	Uniforms	172.69
TRUGREEN	FERTILIZATION OF CREST BASIN	4350	Forestry	325.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	109.80
US GAS	GAS FOR WELDER	4257	Supplies - Other	28.99
WHOLESALE DIRECT, INC.	HYDRAULIC MOTOS & PLOW GUIDES	4229	Maintenance - Vehicles	405.16
			Total Public Works, Streets	85,526.86

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ASR - DEPT 40306	UNIFORM ALLOWANCE - RENNER	4269	Uniforms	94.25
ASR - DEPT 40306	UNIFORM ALLOWANCE - STUTTE	4269	Uniforms	90.00
ASR - DEPT 40306	UNIFORM ALLOWANCE - SKWERES	4269	Uniforms	5.00
ASR - DEPT 40306	UNIFORM ALLOWANCE - GREENABERG	4269	Uniforms	5.00
ASR - DEPT 40306	UNIFORM ALLOWANCE - RENTKA	4269	Uniforms	5.00
ASR - DEPT 40306	UNIFORM ALLOWANCE - LISS	4269	Uniforms	5.00
DOUG RUMICK	MEALS WHILE AT TRAINING	4265	Travel/Meetings	113.34
DUPAGE COUNTY PUBLIC WORKS	1710 PLAINFIELD ROAD - ACCT 21005550-01	4271	Utilities (Elec,Gas,Wtr,Sewer)	108.45
NORTHEAST MULTIREGIONAL TRNG	40 HOUR LAW REVIEW - BRIAN BISCHOFF	4263	Training and Education	100.00
NORTHEAST MULTIREGIONAL TRNG	40 HOUR LAW REVIEW - RICHARD STUTTE	4263	Training and Education	100.00
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL	4233	Postage/Mailings	915.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - SKWERES	4269	Uniforms	116.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - RENNER	4269	Uniforms	41.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - KEOUGH	4269	Uniforms	169.97
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - STUTTE	4269	Uniforms	58.98
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NORTON	4269	Uniforms	23.99
RAY O'HERRON CO. INC.	CREDIT - INVOICE 1451540	4269	Uniforms	(9.99)

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/18/2014 Through 12/1/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RUTLEDGE PRINTING COMPANY	PREVENT MOTOR VEHICLE BURGLARY DOOR HANGERS	4235	Printing and Forms	266.02
TRITECH FORENSICS	GSR COLLECTION KITS	4217	Investigation and Equipment	200.91
UNIFORM DEN, INC.	UNIFORM ALLOWANCE - SARAT	4269	Uniforms	410.37
			Total Police Department	2,820.27
			Total General Fund	94,121.81

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
A W AUTO SERVICE, INC.	TRAILER LIGHT CONVERTER & MARKER LIGHTS	4225	Maintenance - Equipment	33.16
CALL ONE, INC.	ACCT 1010-6702-0000 - PHONE & DATA LINES	4267	Telephone	567.93
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES 1041 S. FRONTAGE ROAD - ACCT 0788310001	4219 4271	Liability Insurance Utilities (Elec, Gas, Wtr, Sewer)	68.89 28.04
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT ROAD - ACCT 410591007	4271	Utilities (Elec, Gas, Wtr, Sewer)	88.18
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD ROAD - ACCT 0185101035	4271	Utilities (Elec, Gas, Wtr, Sewer)	1,231.33
DAS ENTERPRISES, INC.	COLONIAL MANOR	4231	Maintenance - Water System	1,599.80
DAS ENTERPRISES, INC.	63RD & CASS MAIN BREAK	4231	Maintenance - Water System	1,679.80
FLEETPRIDE	REPAIR PARTS - 408	4225	Maintenance - Equipment	21.20
GRAINGER	MOTOR FOR PLANT #4 FURNACE	4223	Maintenance - Building	102.38
HD SUPPLY WATERWORKS	REPAIR CLAMPS	4231	Maintenance - Water System	442.00
LEE JENSEN SALES, CO., INC.	STEEL PLATE DELIVERY - PLAINFIELD ROAD PATCHES	4231	Maintenance - Water System	337.50
LEE JENSEN SALES, CO., INC.	STEEL PLATE RENTAL - PLAINFIELD ROAD PATCHES	4231	Maintenance - Water System	500.00
MC CANN INDUSTRIES INC	SCREWS FOR 411	4225	Maintenance - Equipment	24.72
NICOR GAS	1041 S. FRONTAGE - ACCT 90-84-11-1000 1	4271	Utilities (Elec, Gas, Wtr, Sewer)	353.37
NICOR GAS	8600 LEMONT ROAD - ACCT 23-64-41-1000 1	4271	Utilities (Elec, Gas, Wtr, Sewer)	123.18
NICOR GAS	1930 MANNING - ACCT 05-00-21-1000 4	4271	Utilities (Elec, Gas, Wtr, Sewer)	100.52
NICOR GAS	1897 MANNING - ACCT 12-34-41-1000 7	4271	Utilities (Elec, Gas, Wtr, Sewer)	51.77

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
PDC LABORATORIES, INC.	ANALYTICAL WATER SAMPLING - STAGE 2DBP	4241	Quality Control	460.00
RED WING SHOES	CLOTHING ALLOWANCE - CARR & CABLE	4269	Uniforms	117.79
RED WING SHOES	CLOTHING ALLOWANCE - BEUSSE	4269	Uniforms	124.99
TAMELING, INC.	MAIN BREAK RESTORATIONS	4231	Maintenance - Water System	359.50
TAMELING, INC.	1041 S. FRONTAGE WATER SERVICE LANDSCAPE RESTORATION	4231	Maintenance - Water System	275.50
TESTING SERVICES CORP	63RD & CASS MAIN BREAK/COLONIAL MANOR TESTING	4231	Maintenance - Water System	1,299.00
TESTING SERVICES CORP	63RD & CASS MAIN BREAK/COLONIAL MANOR TESTING	4231	Maintenance - Water System	1,299.00
WATER PRODUCTS - AURORA	2-INCH OMEGA COUPLING	4231	Maintenance - Water System	372.00
WATER PRODUCTS - AURORA	2-INCH MALE IRON PIPE TO MJ CONNECTOR	4231	Maintenance - Water System	96.00
			Total Public Works, Water	11,757.55
			Total Water Fund	11,757.55

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 11/18/2014 Through 12/1/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELMHURST CHICAGO STONE COMPANY	BACKFILL - WATER REPAIRS	4245	Road Material	1,209.83
MORTON SALT, INC.	SALT	4249	Salt	1,597.58
MORTON SALT, INC.	MFT SALT	4249	Salt	105,705.08
QUARRY MATERIALS	POTHOLE PATCHING	4245	Road Material	78.00
QUARRY MATERIALS	POTHOLE PATCH	4245	Road Material	254.28
			Total MFT Expenses	108,844.77
			Total Motor Fuel Tax	108,844.77

**CITY OF DARIEN**  
**Expenditure Journal**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	PREPARATION FOR CONTROLLED BURN @ TARA HILL	4325	Consulting/Professional	592.00
			Total SSA Expenditures	592.00
			Total Special Service Area Tax Fund	592.00



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
MUSCAT PAINTING & DECORATING	111 FIRE HYDRANTS BLASTED & PAINTED - 1 BLASTED ONLY	4818	Scada System	8,124.04
WATER PRODUCTS - AURORA	REPAIR PARTS & PIPE FOR PLAINFIELD ROAD WATERMAIN EXTENSION	4390	Capital Improv-Infrastructure	2,958.70
			Total Depreciation Expenses	11,082.74
			Total Water Depreciation Fund	11,082.74

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 11/18/2014 Through 12/1/2014**

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD/BAILEY ROADWAY IMPROVEMENTS	4325	Consulting/Professional	868.00
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	2,379.70
DAS ENTERPRISES, INC.	OLDFIELD DITCH PROJECT	4376	Ditch Projects	799.90
E.F. HEIL LLC	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	2,106.00
E.F. HEIL LLC	OLDFIELD ROAD DITCH/WIRTH, IRONWOOD, SAWMILL REAR YARD DRAIN	4376	Ditch Projects	2,376.00
GRAINGER	PLUMBING SUPPLIES/RPZ'S FOR DARIEN POINTE	4325	Consulting/Professional	874.60
TAMELING, INC.	PW WATER SERVICE LANDSCAPE RESTORATION/BAILEY ROAD SIDEWALK	4380	Sidewalk Replacement Progr...	438.00
WATER PRODUCTS - AURORA	12-INCH SOLID SLEEVES FOR HIGH & IRIS ROADS	4376	Ditch Projects	421.98
			Total Capital Fund Expenditures	10,264.18
			Total Capital Improvement Fund	10,264.18
Report Total				236,663.05

**AGENDA MEMO**  
**Municipal Services Committee**  
**November 24, 2014**

**Issue Statement**

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2015 Street Maintenance Program, in an amount not to exceed \$12,000.00.

**RESOLUTION**

**Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 69 pavement corings for the tentatively proposed 2015 Street Maintenance Program. The following roads have been slated for the 2015 Street Maintenance Program:

<b>PROPOSED 2015 ROAD PROGRAM</b>					
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Iris Road	64	Marion Hills North	High Rd- Crest Rd	1999	1240
68 <sup>th</sup> Street	65	Marion Hills North	Clarendon Hills – Crest	2000	2100
Capital Drive	64	Marion Hills South	Elm St – Janet Ave	2002	980
Windmere Court	67	North of 67 <sup>th</sup>	Ridge Ave to limit	2000	570
Sean Circle	67	North of 67 <sup>th</sup>	67 <sup>th</sup> St – 67 <sup>th</sup> St	2003	850
Ironwood Avenue	65	Hinsbrook	69 <sup>th</sup> St – Beechnut Ln	2006	2050
Gail Avenue	68	Brookhaven #1	79 <sup>th</sup> St – Linden Ave	2005	1240
Woodmere Drive	69	Woodmere	Lemont Rd – Windsor Dr	2001	1218
Curran Court	67	Woodmere	Woodmere Dr – Limit	2001	225
Windsor Drive	67	Woodmere	Whitlock Dr – Woodmere Dr	2001	995
Morgan Court	67	Woodmere	Windsor Ct - Limit	2001	200
Windsor Court	67	Woodmere	Windsor Ct – Limit	2001	107
Whitlock Drive	67	Woodmere	Hedgewood Ave – Windsor Dr	2001	680
Oxford Drive	67	Woodmere	Windsor Dr – Oxford Ct	2001	276
Oxford Court	67	Woodmere	Oxford Dr – Limit	2001	312
Cameron Court	67	Woodmere	Whitlock Dr - Limit	2001	212
Hedgewood Drive	67	Woodmere	Woodmere Dr – Whitlock Dr	2001	616
Oldfield Road	60	Carriage Hill	N Frontage – Washington	2001	3000
87 <sup>th</sup> Street	60	Carriage Hill	Washington – Lemont Rd	2001	2300
Andrus Road	60	Carriage Hill	Oldfield Rd – 451 Andrus	1999	300
Lake Ridge Drive	69	Carriage Green 4	Kimberly – Oldfield Rd	2004	1630
Royal Swan Lane	67	Carriage Green 4	Lake Ridge Dr - Limit	2004	1630

Black Swan Court	67	Carriage Green 4	Royal Swan Ln – Limit	2001	200
Evergreen Lane	67	Carriage Green 3	N Frontage Rd – Bailey Rd	2001	2613
Chapman Court	65	Marco Smart	Chapman Dr – Limit	1999	800
Chapman Drive	67	Marco Smart	Bailey Rd – Chapman Ct	1999	800
Adams Street	67	Marco Smart	Urban Dr – Chapman Dr	1996	620
Von Drash Dr	67	Marco Smart	Bailey Rd – Adams St	1996	450
Urban Drive	67	Marco Smart	Bailey Rd – Adams St	1996	475
Darien Woods Court	65	Darien Woods	S Frontage Rd – Limit	2002	440
Kearney Road	65	Darien Woods	S Frontage Rd – Limit	1998	600
Portsmouth Drive	67	Farmingdale Terr S	N Frontage Rd – 8100 Wittington Ct	2003	2100
LINEAL FEET					31449
MILES					6.0

The proposed Engineering Agreement includes the following scope of services:

**Task 1 – Geotechnical Investigation:** A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (69 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow staff and CBBEL to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

**Total Engineering Cost for Task 1 - \$11,500.00**

**Task 2 – Evaluation of Geotechnical Report:** CBBEL and City staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2014 Road Program.

**Total Engineering Cost for Task 2 - \$500.00**

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

Cost for Task 1-	\$11,500.00
Cost for Task 2-	<u>500.00</u>
Total Cost	\$12,000.00

Funding for the Engineering Services would be expended from the following line item of the FY 15 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE151171	ROAD CORE SPECS/TESTING SERVICES	\$12,000.00	\$ 12,000.00	\$ - 0 -

**Staff Recommendation**

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$12,000.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the December 1, 2014 City Council agenda for formal consideration.

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2015 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$12,000.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd., for pavement corings for the proposed 2015 Street Maintenance Program in an amount not to exceed \$12,000.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of December, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of December, 2014.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

November 19, 2014

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2015 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2015 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

#### **UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2015 Road Program will consist of the following streets:

<b>PROPOSED 2015 ROAD PROGRAM</b>		
<b>STREET</b>	<b>ROAD LENGTH</b>	<b>CORES</b>
<b>Iris Road</b>	<b>1240</b>	<b>3</b>
<b>68th Street</b>	<b>2100</b>	<b>4</b>
<b>Capital Drive</b>	<b>980</b>	<b>2</b>
<b>Windmere Court</b>	<b>570</b>	<b>1</b>
<b>Sean Circle</b>	<b>850</b>	<b>2</b>
<b>Ironwood Avenue</b>	<b>2050</b>	<b>4</b>
<b>Gail Avenue</b>	<b>1240</b>	<b>3</b>
<b>Woodmere Drive</b>	<b>1218</b>	<b>3</b>
<b>Curran Court</b>	<b>225</b>	<b>1</b>
<b>Windsor Drive</b>	<b>995</b>	<b>2</b>
<b>Morgan Court</b>	<b>200</b>	<b>1</b>
<b>Windsor Court</b>	<b>107</b>	<b>1</b>

<b>Whitlock Drive</b>	<b>680</b>	<b>1</b>
<b>Oxford Drive</b>	<b>276</b>	<b>1</b>
<b>Oxford Court</b>	<b>312</b>	<b>1</b>
<b>Cameron Court</b>	<b>212</b>	<b>1</b>
<b>Hedgewood Drive</b>	<b>616</b>	<b>1</b>
<b>Oldfield Road</b>	<b>3000</b>	<b>6</b>
<b>87th</b>	<b>2300</b>	<b>5</b>
<b>Andrus</b>	<b>300</b>	<b>1</b>
<b>Lake Ridge Drive</b>	<b>1630</b>	<b>3</b>
<b>Royal Swan Lane</b>	<b>1250</b>	<b>3</b>
<b>Black Swan Court</b>	<b>200</b>	<b>1</b>
<b>Evergreen Lane</b>	<b>2613</b>	<b>5</b>
<b>Chapman Court</b>	<b>800</b>	<b>2</b>
<b>Chapman Drive</b>	<b>800</b>	<b>2</b>
<b>Adams Street</b>	<b>620</b>	<b>1</b>
<b>Von Drash Drive</b>	<b>450</b>	<b>1</b>
<b>Urban Drive</b>	<b>475</b>	<b>1</b>
<b>Darien Woods Court</b>	<b>440</b>	<b>1</b>
<b>Kearney Road</b>	<b>600</b>	<b>1</b>
<b>Portsmouth Drive</b>	<b>2100</b>	<b>4</b>
	<b>31,449</b>	<b>69</b>
<b>MILES</b>	<b>6.0</b>	

### **SCOPE AND FEE**

#### **Task 1 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 69 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

#### **Task 2 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2015 Road Program based on the City's budget.



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

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

<b>Task 1</b>	<b>Geotechnical Investigation</b>	<b>\$ 11,500</b>
<b>Task 2</b>	<b>Evaluation of Geotechnical Report</b>	<b>\$ 500</b>
	<b>TOTAL</b>	<b>\$ 12,000</b>

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

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2014**

<u>Personnel</u>	Charges* (\$/Hr)
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO****City Council****December 1, 2014****Issue Statement**

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2015 Street Maintenance Program, in an amount not to exceed \$30,194.00.

**RESOLUTION****Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2015 Street Maintenance Program. The following roads have been slated for the 2015 Street Maintenance Program:

<b>PROPOSED 2015 ROAD PROGRAM</b>					
<b>Street Name</b>	<b>Rating</b>	<b>Subdivision</b>	<b>Limit</b>	<b>Most Recent Rehab</b>	<b>Road Length</b>
Iris Road	64	Marion Hills North	High Rd- Crest Rd	1999	1240
68 <sup>th</sup> Street	65	Marion Hills North	Clarendon Hills – Crest Rd	2000	2100
Capital Drive	64	Marion Hills South	Elm St – Janet Ave	2002	980
Windmere Court	67	North of 67 <sup>th</sup>	Ridge Ave to limit	2000	570
Sean Circle	67	North of 67 <sup>th</sup>	67 <sup>th</sup> St – 67 <sup>th</sup> St	2003	850
Ironwood Avenue	65	Hinsbrook	69 <sup>th</sup> St – Beechnut Ln	2006	2050
Gail Avenue	68	Brookhaven #1	79 <sup>th</sup> St – Linden Ave	2005	1240
Woodmere Drive	69	Woodmere	Lemont Rd – Windsor Dr	2001	1218
Curran Court	67	Woodmere	Woodmere Dr – Limit	2001	225
Windsor Drive	67	Woodmere	Whitlock Dr – Woodmere Dr	2001	995
Morgan Court	67	Woodmere	Windsor Ct - Limit	2001	200
Windsor Court	67	Woodmere	Windsor Ct – Limit	2001	107
Whitlock Drive	67	Woodmere	Hedgewood Ave – Windsor Dr	2001	680
Oxford Drive	67	Woodmere	Windsor Dr – Oxford Ct	2001	276
Oxford Court	67	Woodmere	Oxford Dr – Limit	2001	312
Cameron Court	67	Woodmere	Whitlock Dr - Limit	2001	212
Hedgewood Drive	67	Woodmere	Woodmere Dr – Whitlock Dr	2001	616
Oldfield Road	60	Carriage Hill	N Frontage – Washington	2001	3000
87 <sup>th</sup> Street	60	Carriage Hill	Washington – Lemont Rd	2001	2300
Andrus Road	60	Carriage Hill	Oldfield Rd – 451 Andrus	1999	300

Lake Ridge Drive	69	Carriage Green 4	Kimberly Ct – Oldfield Rd	2004	1630
Royal Swan Lane	67	Carriage Green 4	Lake Ridge Dr - Limit	2004	1630
Black Swan Court	67	Carriage Green 4	Royal Swan Ln – Limit	2001	200
Evergreen Lane	67	Carriage Green 3	N Frontage Rd – Bailey Rd	2001	2613
Chapman Court	65	Marco Smart	Chapman Dr – Limit	1999	800
Chapman Drive	67	Marco Smart	Bailey Rd – Chapman Ct	1999	800
Adams Street	67	Marco Smart	Urban Dr – Chapman Dr	1996	620
Von Drash Dr	67	Marco Smart	Bailey Rd – Adams St	1996	450
Urban Drive	67	Marco Smart	Bailey Rd – Adams St	1996	475
Darien Woods Court	65	Darien Woods	S Frontage Rd – Limit	2002	440
Kearney Road	65	Darien Woods	S Frontage Rd – Limit	1998	600
Portsmouth Drive	67	Farmingdale Terr S	N Frontage Rd – 8100 Wittington Ct	2003	2100
LINEAL FEET					31449
MILES					6.0

The proposed Engineering Agreement includes the following scope of services:

**Task 1 – Field Reconnaissance:** CBBEL staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

**Total Engineering Cost for Task 1 - \$4,296.00**

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City staff input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available funds for the project.

**Total Engineering Cost for Task 2 - \$14,496.00**

**Task 3 – Coordination Meetings-**CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

**Total Engineering Cost for Task 3 - \$1,074.00**

**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

**Total Engineering Cost for Task 4 - \$1,328.00**

**Task 5 - Sampling Analysis - Quality Assurance Quality Control** - The following task is associated with Quality

Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering, Ltd.

### **Total Engineering Cost for Task 5 - \$6,000.00**

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

Cost for Task 1-	\$ 4,296.00
Cost for Task 2-	\$14,496.00
Cost for Task 3-	\$ 1,074.00
Cost for Task 4-	\$ 1,328.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 3,000.00</u>
Total cost	\$30,194.00

Funding for the Engineering Services would be expended from the following line item of the FY 15 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE151170	ENGINEERING BID SPECIFICATIONS	\$30,000.00	\$ 30,194.00	\$ (194.00)

### **Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$30,194.00.

**The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.**

### **Tentative Schedule**

Description/Task	Completion Date
Prepare Bid Specifications	December 2014
Bid Due Date	January 2015
Committee Agenda Contract Review/Approval	January/February 2015
Council Agenda Contract Review/Approval	February/March 2015
Execute Contract	March 2015
Start Layout	April 2015
Start Construction	Mid-May 2015
Completion	July 2015

### **Alternate Consideration**

Not approving the agreement.

### **Decision Mode**

This item will be placed on the December 1, 2014 City Council agenda for formal consideration.

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2015 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$30,194.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2015 Street Maintenance Program in an amount not to exceed \$30,194.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of December, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of December, 2014.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





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

November 20, 2014

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2015 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2015 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

#### UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2015 Road Program will consist of resurfacing for the following streets:

STREET	ROAD LENGTH
<b>Iris Road</b>	<b>1240</b>
<b>68th Street</b>	<b>2100</b>
<b>Capital Drive</b>	<b>980</b>
<b>Windmere Court</b>	<b>570</b>
<b>Sean Circle</b>	<b>850</b>
<b>Ironwood Avenue</b>	<b>2050</b>
<b>Gail Avenue</b>	<b>1240</b>
<b>Woodmere Drive</b>	<b>1218</b>
<b>Curran Court</b>	<b>225</b>
<b>Windsor Drive</b>	<b>995</b>
<b>Morgan Court</b>	<b>200</b>
<b>Windsor Court</b>	<b>107</b>
<b>Whitlock Drive</b>	<b>680</b>
<b>Oxford Drive</b>	<b>276</b>

<b>Oxford Court</b>	<b>312</b>
<b>Cameron Court</b>	<b>212</b>
<b>Hedgewood Drive</b>	<b>616</b>
<b>Oldfield Road</b>	<b>3000</b>
<b>87th</b>	<b>2300</b>
<b>Andrus</b>	<b>300</b>
<b>Lake Ridge Drive</b>	<b>1630</b>
<b>Royal Swan Lane</b>	<b>1250</b>
<b>Black Swan Court</b>	<b>200</b>
<b>Evergreen Lane</b>	<b>2613</b>
<b>Chapman Court</b>	<b>800</b>
<b>Chapman Drive</b>	<b>800</b>
<b>Adams Street</b>	<b>620</b>
<b>Von Drash Drive</b>	<b>450</b>
<b>Urban Drive</b>	<b>475</b>
<b>Darien Woods Court</b>	<b>440</b>
<b>Kearney Road</b>	<b>600</b>
<b>Portsmouth Drive</b>	<b>2100</b>
	<b>31,449</b>
<b>MILES</b>	<b>6.0</b>

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, 2 ½ inches of hot-mix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 31,449 feet (6.0miles).

### **SCOPE AND FEE**

**TASK 1 – FIELD RECONNAISSANCE:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$179/hr x 24 hrs = \$4,296

**TASK 2 – PREPARATION OF BID BOOKLET:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$179/hr x 24 hrs	= \$ 4,296
Engineer I/II \$102/hr x 100 hrs	= <u>\$10,200</u>
Total	\$14,496

**TASK 3 – COORDINATION MEETINGS:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$179/hr x 2 meetings x 3 hrs	= <u>\$1,074</u>
Total	\$1,074

**TASK 4 – BIDDING ASSISTANCE:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$179/hr x 4 hrs	= \$ 716
Engineer I/II \$ 102/hr x 6 hrs	= <u>\$ 612</u>
Total	\$1,328

**TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL:** Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

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

<b>Task 1</b>	<b>Field Reconnaissance</b>	<b>\$ 4,296</b>
<b>Task 2</b>	<b>Preparation of Bid Booklet</b>	<b>\$14,496</b>
<b>Task 3</b>	<b>Coordination Meetings</b>	<b>\$ 1,074</b>
<b>Task 4</b>	<b>Bidding Assistance</b>	<b>\$ 1,328</b>
<b>Task 5</b>	<b>Sampling Analysis – Quality Assurance/Quality Control</b>	<b>\$ 6,000</b>
	<b>Direct Costs</b>	<b><u>\$ 3,000</u></b>
	<b>NOT TO EXCEED</b>	<b>\$30,194</b>

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

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2014**

<u>Personnel</u>	Charges* (\$/Hr)
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
Assistant CAD Manager	130
CAD II	129
CAD I	101
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Survey Intern	53
Information Technician III	109
Information Technician I/II	100

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**  
**City Council**  
**Meeting Date: December 1, 2014**

**Issue Statement**

Approval of tax levy Ordinance for general and special purposes for Fiscal Year 2014-2015.

**ORDINANCE-TAX LEVY**

**ORDINANCE – SSA TARA HILL**

**Background/History**

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year's extension and abatements. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. Nonetheless, we have approached the process this year with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund). Based on staff anticipating that assessed valuation will decrease city wide the tax rate will increase.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request. The council could also choose to levy a higher amount.

The attached ordinance requests a general corporate purpose (general fund = \$445,812) and special corporate levy (police pension fund = \$1,200,005) of \$1,645,817 which represents a 0% increase over this year's non-bond extension (\$1,645,817). Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2014 levy amount to pay for the principal and interest on these bonds totals \$995,731. Lastly, any abatement will be presented in conjunction with our budget review.



**Staff/Committee Recommendation**

The City Council recommends approval of the tax levy ordinances which:

- Set the City's 2014 general property tax levy and special corporate tax levy (police pension fund) at \$1,645,817
- Set the City's 2014 Special Service Area I property tax levy at \$5,000

**Alternate Consideration**

Levy different amounts.

**Decision Mode**

The tax levy determination was approved by the City Council at its October 20, 2014, Council meeting. This final tax levy ordinance will be on the December 1, 2014, City Council agenda for formal consideration.

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2014,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2015,  
FOR THE CITY OF DARIEN, ILLINOIS**

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

**THIS 1<sup>st</sup> DAY OF DECEMBER, 2014**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day of  
December, 2014.**

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2014,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2015,  
FOR THE CITY OF DARIEN, ILLINOIS**

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

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

**WHEREAS**, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2014, and ending on April 30, 2015, and which has been duly published.

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

**SECTION 1:** A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2014, and ending on the Thirtieth day of April, 2015.

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u> Total	1,044,231	1,044,231	0
<u>For Police Department:</u> Total	7,441,771	6,995,959	445,812
<u>For Community Development Department:</u> Total	533,917	533,917	0
<u>For Municipal Services Department:</u> Total	1,982,095	1,982,095	0
<b>Total Amount Levied for General Corporate Purposes</b>			<b><u>445,812</u></b>
Police Pension Fund.....		1,200,005 =	1,200,005
2012 G.O. Refunding Bond- Water System....		298,725 =	298,725
2007 B G.O. Bonds		495,000 =	495,000
2008 G.O. Bond- Capital Projects		202,006 =	202,006
<b>Total Amount Levied for Special Corporate Purposes &amp; Debt</b>			<b><u>2,195,736</u></b>

**SECTION 2:** The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

**SECTION 3:** If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

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

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number \_\_\_\_\_ of the City of Darien, Illinois.

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

**ILLINOIS,** this 1<sup>st</sup> day of December, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

**ILLINOIS,** this 1<sup>st</sup> day of December, 2014.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF  
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2014,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2015,  
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE  
KNOWN AS TARA HILL**

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

**THIS 1<sup>st</sup> DAY OF DECEMBER, 2014**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day of  
December, 2014.**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF  
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2014,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2015,  
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE**

**KNOWN AS TARA HILL**

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

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

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

**SECTION 1 - Findings:** The City of Darien Special Service Area Number One was created by Ordinance No. 0-35-90 entitled “An Ordinance Establishing City of Darien Special Service Area Number One - Tara Hill”, adopted June 18, 1990, and effective as of September 18, 1990. No petition was filed opposing the creation of the special service area, pursuant to Section 9 of Public Act 78-901. Special Service Area Number One consists of the territory described in [Exhibit A](#), attached hereto and made a part hereof. The City of Darien is authorized to levy taxes for special services in Special Service Area Number One.

**SECTION 2:** The total amount of appropriations for all the purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of \$5,000.

**SECTION 3:** The following sums shall be levied upon the taxable property, as defined in the Revenue Act of 1939, in the City of Darien Special Service Area Number One; said tax to be levied for the fiscal year beginning May 1, 2014, and ending April 30, 2015.

**Contractual Services**

Professional Services .....	\$5,000
TOTAL LEVY.....	\$5,000

**SECTION 4:** This tax is levied pursuant to Article VII, Sections 6A and 6L, of the Constitution of the State of Illinois, and pursuant to Public Act 78-901 and pursuant to Ordinance No. 0-35-90 Establishing City of Darien Special Service Area Number One.

**SECTION 5:** The \$5,000 tax levy is certified to the County Clerk of DuPage County, Illinois. The City of Darien determines this \$5,000 tax levy to be the total amount required to be raised by taxation for the current fiscal year of the City for Special Service Area Number One. The City Clerk is hereby ordered and directed to file with the County Clerk of DuPage County, Illinois, on or before the time required by law, a certified copy of this ordinance.

**SECTION 6:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 7:** This ordinance shall become effective from and after its passage, approval and publication in the manner prescribed by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of December, 2014.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of December, 2014.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:  
\_\_\_\_\_



CITY ATTORNEY

**AGENDA MEMO**  
**City Council**  
**Meeting Date: December 1, 2014**

**Issue Statement**

Approval of tax levy Ordinance for general and special purposes for Fiscal Year 2014-2015.

**ORDINANCE-TAX LEVY**

**ORDINANCE – SSA TARA HILL**

**Background/History**

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year's extension and abatements. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. Nonetheless, we have approached the process this year with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund). Based on staff anticipating that assessed valuation will decrease city wide the tax rate will increase.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request. The council could also choose to levy a higher amount.

The attached ordinance requests a general corporate purpose (general fund = \$445,812) and special corporate levy (police pension fund = \$1,200,005) of \$1,645,817 which represents a 0% increase over this year's non-bond extension (\$1,645,817). Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2014 levy amount to pay for the principal and interest on these bonds totals \$995,731. Lastly, any abatement will be presented in conjunction with our budget review.

**Staff/Committee Recommendation**

The City Council recommends approval of the tax levy ordinances which:

- Set the City's 2014 general property tax levy and special corporate tax levy (police pension fund) at \$1,645,817
- Set the City's 2014 Special Service Area I property tax levy at \$5,000

**Alternate Consideration**

Levy different amounts.

**Decision Mode**

The tax levy determination was approved by the City Council at its October 20, 2014, Council meeting. This final tax levy ordinance will be on the December 1, 2014, City Council agenda for formal consideration.

**AGENDA MEMO****CITY COUNCIL****MEETING DATE: December 3, 2014****Issue Statement**

**PZC 2014-09: 2100 Manning Road, Manning Woods Subdivision:** Petitioner seeks approval of the following:

1. Rezoning the property from the R-1 Single-Family Residence to the R-2 Single-Family Residence zoning district.
2. Variations from the Zoning Ordinance:
  - a. To reduce the minimum lot area from 10,000 to 6,679 square feet for one lot and to 7,200 square feet for 25 lots, Section 5A-7-2-5(A).
  - b. To reduce the minimum interior lot width from 75 feet to 55.66 feet for one lot and to 60 feet for 25 lots, Section 5A-7-2-5(A).
  - c. To reduce the minimum corner lot width from 85 feet to 62.36 feet, Section 5A-7-2-5(A).
  - d. To reduce the minimum front yard setback from 35 feet to 25 feet, Section 5A-7-2-6(A).
  - e. To reduce the interior side yard setback from 10 feet to 5.66 feet for one lot, Section 5A-7-2-6(A).
3. Variations from the Subdivision Regulations:
  - a. To reduce the minimum minor street right-of-way width from 66 feet to 55 feet, Section 5B-1-7(B)(6).
  - b. To reduce the minimum minor street pavement width from 30 feet to 27 feet, Section 5B-1-7(B)(6).
  - c. To reduce the minimum street curve centerline radius from 150 feet to 42.5 feet, Section 5B-1-8(G)(1)(a).
  - d. To reduce the minimum interior side yard utility easement from 6 feet to 5.66 feet for one lot, Section 5B-1-7(E)(1).
4. Preliminary plat of subdivision for a 26-lot residential subdivision.

[\*\*ORDINANCE\*\*](#)[\*\*BACKUP\*\*](#)**Discussion/Overview**

**The Planning and Zoning Commission held the required public hearing, recommended denial by a vote of 4-1 (four members were absent).**

**The Municipal Services Committee considered this matter, recommends approval by a vote of 3-0.**

Since the Commission recommended denial, per Section 5A-2-2-3(F)(2) of the Zoning Ordinance, *a 2/3 vote approving the ordinance is required to grant the variations, that is, 5 votes are required to approve.* An ordinance has been prepared reflecting the Committee's recommendation, including the requirement that the developer and City enter into a Development Agreement addressing the following:

1. The front façade of each home shall be a minimum of 100% brick and/or stone material.
2. Each home shall not exceed a Floor Area Ratio (FAR) of 0.5.

3. The developer shall sell off all of the lots to one home builder who will construct all of the homes within the subdivision.
4. "Day One" landscape screening shall be planted along the entire east property line of Lots 12-17. A landscape plan shall be submitted.

To summarize the lot details:

Smallest lot is 6,679 square feet.

Lots range from 6,679 to 14,820

Smallest interior lot width is 55.7 feet.

Smallest corner lot width is 62.4 feet.

Lot widths range from 55.7 to 79 feet (measured at the front yard setback)

The full discussion follows as "Additional Information."

### **Decision Mode**

Planning and Zoning Commission: November 19, 2014

Municipal Services Committee: November 24, 2014

City Council: December 3, 2014

## Additional Information

### Issue Statement

**PZC 2014-09: 2100 Manning Road, Manning Woods Subdivision:** Petitioner seeks approval of the following:

1. Rezoning the property from the R-1 Single-Family Residence to the R-2 Single-Family Residence zoning district.
2. Variations from the Zoning Ordinance:
  - a. To reduce the minimum lot area from 10,000 to 6,679 square feet for one lot and to 7,200 square feet for 25 lots, Section 5A-7-2-5(A).
  - b. To reduce the minimum interior lot width from 75 feet to 55.66 feet for one lot and to 60 feet for 25 lots, Section 5A-7-2-5(A).
  - c. To reduce the minimum corner lot width from 85 feet to 62.36 feet, Section 5A-7-2-5(A).
  - d. To reduce the minimum front yard setback from 35 feet to 25 feet, Section 5A-7-2-6(A).
  - e. To reduce the interior side yard setback from 10 feet to 5.66 feet for one lot, Section 5A-7-2-6(A).
3. Variations from the Subdivision Regulations:
  - a. To reduce the minimum minor street right-of-way width from 66 feet to 55 feet, Section 5B-1-7(B)(6).
  - b. To reduce the minimum minor street pavement width from 30 feet to 27 feet, Section 5B-1-7(B)(6).
  - c. To reduce the minimum street curve centerline radius from 150 feet to 42.5 feet, Section 5B-1-8(G)(1)(a).
  - d. To reduce the minimum interior side yard utility easement from 6 feet to 5.66 feet for one lot, Section 5B-1-7(E)(1).
4. Preliminary plat of subdivision for a 26-lot residential subdivision.

Applicable Regulations:

Subdivision Regulations: Section 5B of the City Code  
Zoning Ordinance: Section 5A of the City Code

### General Information

Petitioner:

Paul Swanson  
2100 Manning Road, LLC  
401 E. Prospect Avenue  
Mt. Prospect, IL 60056

Property Owner:

Philip and Denise Gardner Trust  
2100 Manning Road  
Darien, IL 60561

Property Location:

2100 Manning Road

PIN: 09-29-400-010

Existing Zoning: R-1 Single-Family Residence

Existing Land Use: Single-family residence

Proposed Zoning: R-2 Single-Family Residence

Proposed Land Use: Single-family detached homes, 26 lots

Comprehensive Plan Update: Low Density Residential

**Surrounding Zoning and Land Use:**

North: B-3 General Business District: Darien Towne Center

East: R-2 Single-Family Residence: single-family homes

South: R-2 Single-Family Residence: single-family homes

West: B-3 General Business District and R-2 Single-Family Residence: Darien Towne Center and single-family homes

Size of Property: 7.6 acres

Floodplain: There is not floodplain on the property; however, at the northeast corner of the property there is a wetland on and adjacent to the property.

Natural Features: Trees and brush cover the property, trees are generally in poor condition.

Transportation: Property has frontage on Manning Road. Subdivision provides a new street.

History: In 2010, the property owner presented a concept plan for a 52 townhomes in 13 buildings.

Earlier this year, the petitioner presented a concept plan for a 29-lot single-family residential subdivision.

**Documents Submitted**

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

1. Preliminary Plat, 1 sheet, prepared by R.E. Allen and Associates, Ltd., most recent revision dated October 1, 2014.
2. Preliminary Engineering, 1 sheet, prepared by Pearson, Brown and Associates, most recent revision dated October 1, 2014.

**Planning Overview/Discussion**

The subject property is located on the north side of Manning Road west of Fairview Avenue. The petitioner is seeking approval of a 26-lot residential subdivision of detached single-family homes served by a new street. The plan provides two outlots for stormwater detention.

The petitioner is requesting to rezone the property from R-1 to R-2 Single-Family Residence. When the property was annexed in 2010 it was automatically zoned R-1 Single-Family Residence. The surrounding residential zoning is R-2. The R-2 zoning district allows for smaller lots than under the R-1 zoning district. The Comprehensive Plan Update designates the property as Low-Density residential, which can be either R-1 or R-2 zoning classification.

The subdivision requires several variations from the Zoning Ordinance and Subdivision Regulations. The table below summarizes the requested variations:

	<b>Minimum Requirement</b>	<b>Request</b>
Minimum lot area	10,000 square feet	7,200 square feet – 25 lots 6,679 square feet – 1 lot (Lot 20)
Minimum interior lot width	75 feet	60 feet – 25 lots 55.7 feet – 1 lot (Lot 20)
Minimum corner lot width	85 feet	62.4 feet
Front yard setback	35 feet	25 feet
Interior side yard setback	10 feet	5.7 feet – 1 lot (Lot 20)
Minor street right-of-way width	66 feet	55 feet
Minor street pavement width (back of curb to back of curb)	30 feet	27 feet
Minor street curve centerline radius	150 feet	42.5 feet

The lot width is measured at the front yard setback line.

Staff does not object to the requested variations related to lot dimensions. Staff recognizes not everyone wants to own and maintain the same size lot, the availability of different lot sizes within a community provides choices for residents, in the same way different housing types (detached single-family homes, townhomes, condominiums, apartments) provide housing choices for residents. Regulations are in place to require green space (yards) on each lot, lot coverage is regulated. The home footprint cannot exceed 35% of the lot area, total lot coverage (all structures) is limited to 50% of the lot area, 10-foot side yards are maintained between homes.

The developer will need to consider patio and decks when configuring homes on the lots. Patios and decks are permitted to extend 10 feet into the required 30-foot rear yard setback, i.e., at least 20 feet from rear lot lines.

The petitioner submitted a tree survey for staff review. The tree survey notes the vast majority of the trees on the property are in poor condition, including the Osage Orange Trees located along the east property line. City Code does not require tree preservation. The plan includes a 5-foot wide landscape easement along the outside of the new street to accommodate parkway trees. Tree planting and utility placement will need to be coordinated.

The preliminary engineering plan notes native plantings in both detention basins, i.e., knee high vegetation such as mesic prairie and wet meadow plants. The basins will have a wetland bottom, ponding is likely to occur in some areas some of the time. The native plantings meet water quality requirements under the



## DuPage County Countywide Stormwater and Floodplain Ordinance.

Staff did not require a traffic study; staff does not anticipate traffic issues given the number of lots proposed. As a comparison, the subdivision to the east, G. & H. Farmingdale Ridge Unit 4, has 51 lots with one-way in/out onto Fairview Avenue. The main street in the subdivision has a similar street curve radius as proposed in Manning Woods with a 60-foot right-of-way width. Staff is not aware of traffic problems related to Farmingdale Ridge Unit 4.

The new street is classified as a minor street. Staff does not object to the proposed street right-of-way width, street pavement width or curve radius given the size of the property and the number of lots served.

In a letter dated October 14, 2014, the Darien-Woodridge Fire Protection District accepts the plan as submitted.

In a letter dated October 24, 2014, from Dan Lynch, PE, Christopher B. Burke Engineering, there are several comments that need to be addressed. Under Preliminary Engineering Plan, comment #2, staff supports extending the public sidewalk along Manning Road and curb ramps as noted. DuPage County will have to review wetland impacts, this can be handled at final plat.

Per Section 5B-1-5(B)(6) of the Subdivision Regulations, upon approval of a preliminary plat by the City Council, the petitioner has one year to apply for final plat approval.

The rezoning request must address the following criteria for approval:

1. Existing uses of property within the general area of the property in question, and the resulting character of the general area.
2. The zoning classifications of property within the general area of the property in question.
3. The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned.
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use.
5. The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted.
6. The policies of all current official plans or plan elements of the City.

The variation requests must address the following criteria for approval:

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

neighborhood.

Concerning variations from the Subdivision Regulations, the Planning and Zoning Commission may recommend variations from the requirements in cases which are in harmony with the intent and purpose of the Comprehensive Plan, Zoning Map and Subdivision Regulations.

### **Staff Findings/Recommendations**

The proposed rezoning from R-1 to R-2 Single-Family Residence is consistent with the City's Comprehensive Plan Update and surrounding residential zoning districts.

While the proposed lots are smaller than the typical lot in Darien, staff finds the lot sizes provide enough area for a single-family home and yard. Furthermore, regulations are in place to prevent the entire lot from building occupied by the home, accessory structures and impervious surfaces. Staff finds the proposed variations from the Zoning Ordinance will not adversely alter the essential character of the neighborhood of single-family detached homes, will not impair the adequate supply of light and air in adjacent properties or increase congestion in the public streets, will not increase the danger of fire or endanger the public safety.

Staff finds the proposed street is configured to adequately serve the proposed subdivision and is consistent with the intent of the Subdivision Regulations.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation approving the petitions:

**Based upon the submitted petition and the information presented, the request associated with PZC 2014-09 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition subject to the following conditions:**

- 1. Petitioner to address engineering comments noted in a letter dated October 24, 2014, from Dan Lynch, PE, Christopher B. Burke Engineering.**

### **Planning and Zoning Commission Review – November 19, 2014**

The Planning and Zoning Commission considered this matter at its meeting on November 19, 2014. The following members were present: Raymond Mielkus – Acting Chairman, John Laratta, John Lind, Louis Mallers, Pauline Oberland, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Beverly Meyer – Chairman, Ronald Kiefer, Kenneth Ritzert and Susan Vonder Heide.

Michael Griffith, Senior Planner, reviewed the staff agenda memo, noted the location of the proposed subdivision, the requested variations and described the development plan. He noted there is a wetland at the northeast corner of the property requiring County review before the City can approval final plans. He noted the reviews by the City Engineer, Fire District and City's Municipal Services Department. He noted this is a preliminary plan, and if approved, the developer would have to come back with final plans with more details, including stormwater management.

Mr. Griffith noted an anonymous letter was submitted raising several concerns. He noted the letter describes

the wrong plan being considered.

Paul Swanson, 2100 Manning Road, LLC, petitioner and developer, stated the property is a buffer between an intense commercial use and single-family homes, which could lend the property to multi-family or townhomes. He stated the best use is single-family homes consistent with the surrounding residential area. He noted the wetland and wetland plantings in the detention basins.

Mr. Swanson stated 10-foot side yards are met, except for one side yard at 5.7 feet abutting a rear yard. He stated 30-foot rear yards are met but is asking to reduce the front yard setback from 35 to 25 feet.

Mr. Swanson stated the target buyers are both seniors and younger professionals who do not want large lots but who still want a single-family home. He stated the property is not flat but slopes, stating the smaller lots work better than larger lots given the topography. He stated the homes would be priced at a minimum of \$415,000 and would be approximately 2,700 – 3,000 square feet in area. He noted the average home sales in the area are \$330,000.

He stated the homes will not be the same style as existing homes in the area, and therefore these homes will not dilute the housing market since there will be more choice as to home styles.

Mr. Swanson stated he does not have a builder at this time; he is only developing the property.

Mike Bartel, Hamilton Lane, expressed concern putting a large home on a small lot. He stated the lots in the area are 75 feet wide and 10,000 square feet. He suggested the street should loop on the property with only one entrance off of Manning Road. He stated his concern with cutting down the trees, stating wildlife will move south of Manning Road. He stated his concern with the street width and curve radius, concerned with emergency vehicle and public works vehicle access. He stated his concern with the reduced side yard for the one lot. He stated other builders had to follow the R-2 standards.

Mr. Swanson stated he will try and save as many trees as possible. He stated the staff report indicates no objection from the Fire District or the City's public works department.

Commission Oberland questioned who would control the property, him or builders, if approved.

Mr. Swanson stated he would sell the lots to one or more builders but ideally one builder would buy all of the lots.

Commissioner Laratta asked if there would be a homeowners association.

Mr. Swanson said a homeowners association would be created to maintain the detention basins.

Commissioner Mallers asked how many lots could fit under the R-2 standards. He asked to confirm the side yard setbacks.

Mr. Swanson stated it would not be economical to go with fewer lots. He noted the side yards are 10 feet, except for the one lot with a 5.7 side yard setback which abuts a rear yard of 30 feet.

Paul Koblesky, Green Valley Road, stated residents should have been notified. He stated 10-foot side yards are a good thing. He stated newer trees are better than the old scrub trees. He questioned where the snow

plows would push the snow. He stated the front of the homes will be mostly garages given the smaller lot width. He stated at the stated price for the homes, people will want a 3-car garage, there will not be room for a 3-car garage. He stated his concern with stormwater run-off.

Art Donner, Republican Committeeman, stated the homes described indicate the development will house more children than seniors. He stated in the past home buyers in Darien had specific home plans to choose from, stating his concern that someone could build a blue square house next to an orange round house since the developer is not presenting home plan details.

Nick Patton, Manning Road, stated drivers are going too fast on Manning Road, people need to slow down. He noted there have been accidents recently.

Mr. Swanson stated the narrower street width and tight street curve will slow down traffic within the subdivision.

Kathleen Hodak, Wilton Road, stated the trees on the property should be re-assessed, stating the Osage Orange Trees behind her home should be kept. She stated Darien was developed with 75-foot wide and 10,000 square feet lots which should be maintained.

Mr. Griffith stated there are areas in Darien zoned R-2 with smaller than the minimum required R-2 lot, stating in some cases the subdivision as built while unincorporated and later annexed into Darien. He noted the Darien Ridge Subdivision at 67<sup>th</sup> Street and Ridge, including Sean Circle, has lots that are 62 feet wide and smaller than 10,000 square feet.

Alex Bartel, Hamilton Lane, stated at the home prices described he thinks people will want larger yards.

Commissioner Lind stated the issue is the bulk of the homes on the lot. He stated he is not in favor of approving a subdivision similar to the Darien Ridge Subdivision. He stated the homes in that subdivision are too large for the lots. He stated he cannot support this plan without controls over the massing of the homes.

Commissioner Oberland asked if there are requirements as to the style and materials for the homes.

Mr. Griffith stated there are no architectural requirements.

Commissioner Oberland stated she understood the concept the plan presents. She stated she has neighbors who would be interested in a smaller lot yet still want to live in a single-family home. She stated everyone wants something different. She stated the City cannot control the home style. She stated the question is whether the lot sizes and variations are appropriate.

**Without further discussion, Commissioner Mallers made a motion to recommend DENIAL, seconded by Commissioner Laratta.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 4-1.**

**Ayes: Laratta, Lind, Mallers, Mielkus**  
**Nays: Oberland**  
**Absent: Meyer, Kiefer, Ritzert, Vonder Heide**

### **Municipal Services Committee – November 24, 2014**

Staff suggests the petitioner provide details of the type of home to be constructed within the subdivision, addressing concerns over the bulk or massing of the homes.

### **Municipal Services Committee Review – November 24, 2014**

The Municipal Services Committee considered this matter at its meeting on November 24, 2014. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Tina Beilke, Alderman Joerge Seifert, Dan Gombac – Director and Michael Griffith – Senior Planner.

Absent: Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, noted a correction to be made in the memo on pages 1 and 3 stating the smallest lot is 6,679 square feet.

Mr. Griffith described the proposed subdivision, noting the variations from the Zoning Ordinance and Subdivision Regulations. He noted the lots range from 6,679 to 14,820 square feet with the majority of lots approximately 7,200 square feet.

He noted the plan includes 10-foot side yards and 30-foot rear yards but the developer is seeking a variation to reduce the front yard setback from 35 to 25 feet.

He noted there is a wetland at the northeast corner of the property that will require County review prior to final approval. He noted the plan includes two detention basins for stormwater management.

He stated the Planning and Zoning Commission held the public hearing and recommended denial citing concerns with density, size of the lots and bulk of the potential homes on the lots.

Dan Gombac, Director, stated staff does not object to the reduced right-of-way width and street pavement width. He stated for a development of this size there is no need for a 30-foot wide street, stating the extra pavement adds impervious surface and maintenance costs. He stated a sidewalk on one side of the street is acceptable again given the size of the development of 26 lots. He stated in older subdivisions there are large street pavement bubbles at curves and are unnecessary for this development. The larger radius/bubbles are costly to plow, salt and maintain.

He reviewed the concerns stated by residents at the public hearing. He noted one resident indicated there should be one entrance onto Manning Road. Mr. Gombac stated one-way in/out creates concerns for the Fire District particularly when there is an opportunity to have two entrances.

He noted a resident mentioned tree loss. He stated the tree survey indicates most of the trees are in poor condition but staff will work with the residents and developer to save as many trees as possible.

Mr. Gombac stated a resident on Green Valley said they were not notified of the meeting, he noted Green Valley is beyond the public hearing notification radius.

Mr. Gombac stated residents raised concerns about home styles and size. He stated staff asked the developer to present model home plans for consideration.

Mr. Gombac noted a resident raised concerns with traffic and the speed of traffic on Manning Road. He stated staff will notify the Police Department of this concern and will do a traffic study to measure speeds on Manning Road for further evaluation. He stated a traffic study for the development was not required due to the number of lots proposed.

Alderman Beilke stated the Darien Ridge Subdivision was mentioned as being similar, asked for the subdivision acreage and number of lots.

Mr. Griffith stated Darien Ridge Subdivision is 8.8 acres, 28 lots, approximately 3 lots/acre. He stated the proposed subdivision is 7.6 acres, 26 lots, approximately 3 lots/acre.

Alderman Seifert stated if staff is okay with the proposed street dimensions then he finds it acceptable.

Paul Swanson, the petitioner, stated the development concept is to provide an alternative lot size and home style than what is offered in Darien. He presented model home drawings and potential site plans, stated homes can meet building setbacks and lot coverage regulations. He stated the homes will maintain 10-foot side yards and 30-foot rear yards reducing the bulky look mentioned by the Commission. He stated he is fine with a Floor Area Ratio (FAR) requirement where the total square footage of the home is limited based on the lot area.

Mr. Swanson stated given the topography of the property and its location between a shopping center and single-family homes, smaller lots with single-family homes make sense.

He stated he would sell the lots to one home builder if approved.

He stated he intends to plant trees along the east side of the property providing a landscape screening for the homes to the east.

He stated a 27-foot wide street slows down traffic by design, while still allowing parking on one side of the street.

Alderman Beilke stated she sees a need for smaller lots in Darien. She asked if a ranch home could be built. She asked if there will be a homeowners association.

Chairman Marchese agreed, stating he has neighbors expressing a desire for smaller lots. He also asked if a single level home could be built.

Mr. Swanson said a ranch home can be offered. He stated there will be a homeowners association to maintain the detention basins.

Mr. Gombac stated a Development Agreement could be part of the approval to include requiring the homes to have a brick or stone façade, establishing a FAR, percentage of ranch homes and stipulating one home builder.

The Committee agreed to the proposed Development Agreement except not to include a requirement for ranch homes, stating the market should dictate. Mr. Swanson stated he would be fine with a Development Agreement.

Alderman Beilke asked if the development was feasible with less than 26 lots.

Mr. Swanson stated it is not. He stated the costs involved in purchasing the land, constructing the improvements make it not work with less than the 26 lots.

Art Donner, Cambridge Road, stated the developer is selling lots and presenting magazine photos of homes to gain approval. He stated there is a risk to property values if the type of homes being built is not defined. He stated the subdivision is too dense and will likely attract families with kids and not seniors. He stated the sidewalk should be on both sides of the street otherwise kids will have to cross the street to get to the sidewalk. He stated the developer should share the development costs with the public. He stated assurances should be in place to ensure the improvements are completed in case the development goes under.

Mr. Gombac stated City Code requires development security to cover the public improvements and the City has the ability to call in the security if needed to complete improvements.

Chairman Marchese noted the Committee discussed requiring brick and/or stone facades and restricting it to one builder.

Mike Bartel stated traffic on Manning Road is a problem and this development will add to it. He stated the development will not attract seniors. He questioned why the variations should be granted, stating reducing the number of lots eliminates the variations. He stated a fire truck will not fit down the street, kids will get hit by cars, sidewalk should be on both sides of the street. He stated there is wildlife on the property that will be disturbed. He stated there should be one entrance onto Manning Road. He stated the R-2 lot sizes should be kept.

Kathleen Hodak, Wilton Road, stated the Commission recommended denial and was not clear on the process. She stated lots should be 75 feet wide and that open yards should be kept.

Chairman Marchese stated the Commission and this Committee are recommending bodies. He stated the City Council has the final say. He stated sometimes the Council agrees with the Commission and sometimes not.

Luanne Spiros, Main Street, stated property values are a concern.

Robert Claes, attorney, representing Phil and Denise Gardner, property owners, stated the proposed plan is the best plan he has seen for this property. He stated all other previous plans had multi-family housing with many more homes. He stated FAR was the Commission's concern and the developer is willing to address it. He stated the plan maintains 10-foot side yards and 30-foot rear yards. He stated 75-foot wide lots do not work on this property once you layout the street.

Diane Schimel, Wilton Court, stated they sought a variation which was denied and did not understand why the City was considering variations for this development.

Chairman Marchese stated some properties are unique and require variations in order for something to be done on the property.

Alderman Beilke stated her Ward has streets that are 20 feet wide without sidewalks. She stated the property

is unique, there are people looking for smaller lots who still want a single-family home.

Chairman Marchese stated there are no sidewalks in his neighborhood, no complaints. He stated he would like assurance on the quality of the homes.

The Committee discussed a Development Agreement will be required addressing the following:

1. Maximum FAR of 0.5.
2. Home facades shall be 100% brick or stone.
3. One home builder for all lots.
4. Day-one landscape buffer along the east property line.

**Without further discussion, Chairman Marchese made a motion to recommend approval of the petitions subject to the noted Development Agreement, seconded by Alderman Seifert:**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 3-0.**