
EXECUTIVE SESSION – 7:00 P.M.

- SALE OR LEASE OF REAL ESTATE SECTION 2(C)(6) &
- LITIGATION SECTION 2(C)(11) OF THE OPEN MEETINGS ACT

PUBLIC HEARING — 7:00 P.M.

- [TAX LEVY \(SSA\)](#)
- [MUNICIPAL AGGREGATION-ELECTRIC SERVICE](#)

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

December 6, 2010

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — [November 18, 2010](#)
6. Receiving of Communications
7. Mayor's Report
 - A. Swearing In Of New Officer – David Milazzo
 - B. Consideration of a Motion to Approve [Reappointment to the Board of Fire and Police Commissioners](#): Frank Noverini and Mark Piccoli
 - C. Consideration of a Motion to Approve [Reappointment to the Police Pension Board](#): Patrick Murphy and James Stark
 - D. Mayoral Proclamation "[Frieda Schendl Day](#)" (December 17, 2010)
 - E. Mayoral Proclamation "[Drunk and Drugged Driving \(3D\) Prevention Month](#)" (December 2010)
8. [City Clerk's Report](#)
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — [10-11-13](#)
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business
15. Consent Agenda
 - A. Consideration of a Motion to Approve an Ordinance Granting [a Minor Amendment to an Approved Planned Unit Development \(Brookhaven Plaza PUD: Parking Stall Dimensions\)](#)
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an Agreement for [Engineering Services with Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$12,250.00 (Pavement Coring 2011 Street Maintenance)
 - C. Consideration of a Motion to Approve a Resolution for [Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – Section 95-00000-00-GM](#)
 - D. Consideration of a Motion to Approve [a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois](#)

- E. Consideration of a Motion to Approve [a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – Section 96-00000-00-GM](#)
 - F. Consideration of a Motion to Approve [a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – Section 99-00000-00-GM](#)
 - G. Consideration of a Motion to Approve [a Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – Section 01-00000-00-GM](#)
 - H. Consideration of a Motion to Approve [a Resolution for Improvement by Municipality Under the Illinois Highway Code – Section 07-00030-00-RS](#)
 - I. Consideration of a Motion to Approve [a Resolution for Improvement by Municipality Under the Illinois Highway Code – Section 08-00031-00-RS](#)
 - J. Consideration of a Motion to Approve a Resolution to Enter into an [Intergovernmental Agreement Between the City of Darien and the County of DuPage for Reporting and Meter Reading](#)
 - K. 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, 2010, and Ending on the Thirtieth Day of April, 2011, for the City of Darien, Illinois](#)
 - L. 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, 2010, and Ending on the Thirtieth Day of April, 2011, for the City of Darien Special Service Area Number One Known as Tara Hill](#)
 - M. Consideration of a Motion to Approve [a Policy that will Allow the City to Contribute to Repair Private Storm Sewer Infrastructure at a not to Exceed Cost of \\$5,000.00.](#) The Level of Participation Would Require that the following Parties would be responsible for the initial costs: Outlots-\$1,000.00, Multi-family-\$2,500.00 Commercial-\$3,000.00
16. New Business
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

Agenda 12/06/10

**NOTICE OF PROPOSED PROPERTY
TAX LEVY
FOR THE CITY OF DARIEN**

A public hearing to approve a proposed corporate, special purpose, and special service area #1 property tax levy for the City of Darien for 2010 will be held on Monday, December 6, 2010, at 7:00 P.M., in the Council Chambers of the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Bryon D. Vana, City Administrator, City of Darien, 1702 Plainfield Road, Darien, Illinois 60561, (630) 353-8114.

JOANNE F. COLEMAN
CITY CLERK
Published Liberty Suburban Newspapers
November 26, 2010

CITY OF DARIEN

NOTICE OF PUBLIC HEARING

The City of Darien will hold a public hearing on December 20, 2010 at 7:00 pm in the Darien City Council Chambers located at 1702 Plainfield Road, Darien, Illinois 60561, to discuss aggregation of residential and small commercial retail electric service. Under PA 96-0176 a municipality may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment. This item will be considered for a referendum in an upcoming election.

JOANNE F. COLEMAN

CITY CLERK

Published Liberty Suburban Newspapers

December 17, 2010

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 15, 2010 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:35 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

NOVEMBER 15, 2010

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Cub Scout Pack 97 Webelos from Concord School District 63 led the Council and audience in the Pledge of Allegiance.

A photograph was taken of Cub Scout Pack 97 with Mayor Weaver. There was resounding applause from the City Council Members and the audience.

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

Present:	Halil Avci	Sylvia McIvor
	John Galan	John F. Poteraske, Jr.
	Carolyn A. Gattuso	Ted V. Schauer
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor
Joanne F. Coleman, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Scott Coren, Assistant City Administrator
Robert Pavelchik, Police Chief
Daniel Gombac, Director of Community Development/Municipal Services

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

5. **APPROVAL OF MINUTES** – November 1, 2010

It was moved by Alderman Galan and seconded by Alderman Gattuso to approve the minutes of the November 1, 2010 meeting, as presented.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

Alderman Galan received a telephone call from Arthur P. Donner, a resident on Cambridge, expressing excitement with the new stop sign at Fairview and Manning.

7. **MAYOR’S REPORT**

A. Mayor Weaver read into the record a Proclamation declaring the week of December 5 through the 11, 2010 as **Darien Woman’s Club Week** in the City of Darien and congratulated the membership on their 40th Anniversary.

It was moved by Alderman McIvor and seconded by Alderman Gattuso to approve the following motion:

B. CONSIDERATION OF A MOTION TO APPROVE APPOINTMENT OF MEMBERS TO THE HOLIDAY HOME DECORATING COMMITTEE: JEANETTE CAMPO, ELAINE DAPKUS, JIM KISER, AND GERRY LEGANSKI

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Coleman administered the Oath of Office to Jeanette Campo, Jim Kiser, and Gerry Leganski.

Elaine Dapkus was not in attendance and will be sworn in at a later date.

Jeanette Campo reviewed the criteria the committee will be looking for when choosing the winners of the Home Decorating Contest, and explained the rules for nomination. Nominations must be received by December 10, 2010, and the winners will be announced on Monday, December 20, 2010. The prizes are \$200 for first place, \$100 for second place, \$50 for third place, \$25 each for fourth place and fifth place, and three honorable mentions.

8. **CITY CLERK'S REPORT**

City Clerk Coleman...

...announced that City Offices will be closed on Thursday, November 25, 2010 and Friday, November 26, 2010 in observance of the Thanksgiving Day holiday.

...advised that the first day to file candidate nominating petitions for the April 5, 2011 Consolidated Election is Monday, December 13, 2010 at 8:30 a.m. The last day for filing is Monday, December 20, 2010 at 5:00 P.M.

...advised that the Darien Historical Society would like to invite everyone to their Tree Lighting Ceremony at Old Lace School on Sunday, December 5, 2010 at 4:00 p.m.

...found an article that was published on December 5, 1974 in the Darien Metropolitan Newspaper which talked about the 25-foot Christmas Tree that was donated to the City of Darien by Joe Mikowski. The Darien Jaycees planted that tree, and that is how the Tree Lighting Ceremony began. The Tree Lighting Ceremony was later taken over by the Darien Historical Society.

Mayor Weaver thanked the Kiwanis for the invitation to their fundraising luncheon two weekends ago. During that meeting, Sam Kelly suggested that on or around December 13, 2010, the city re-run the video of the interviews of the founding group of the City of Darien. Mayor Weaver feels this is a great suggestion since Darien's official birthday is December 13, 1969, and recommended the video begin running on the city's cable station on December 1, 2010.

Mayor Weaver thanked the VFW for their invitation to participate in the Veteran's Day Ceremony on November 11, 2010. Mayor Weaver said it was a very touching program. Mayor Weaver thanked the VFW for organizing the Memorial Day and Veterans Day Ceremonies, as they are very important events in the City of Darien to honor our veterans.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac announced that Ellie Gibbler, a new boutique, has opened at the Celestine Spa at 1224 Plainfield Road.

Mayor Weaver clarified that Ellie Gibbler is located in the cottage building adjacent to Celestine Spa.

Julie Showalter, one of the owners of Ellie Gibbler, thanked Mayor Weaver and the City Council Members for having her at this evening's meeting, and expressed excitement with the opening of her new store. Ms. Showalter provided a history of how her business began. Ms. Showalter announced that Ellie Gibbler's grand opening is Friday, November 19, 2010 from 2:00 P.M. to 6:00 P.M. The ribbon cutting will take place at 5:00 P.M.

Director Gombac announced that a hobby shop will be opening at Chestnut Court Shopping Center.

Mayor Weaver added that the hobby shop will be located just north of Jo-Ann Fabrics.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 10-11-12

It was moved by Alderman Gattuso and seconded by Alderman Galan to approve payment of Warrant Number 10-11-12 in the amount of \$78,064.21 from the General Fund; \$253,837.96 from the Water Fund; \$2,954.41 from the Motor Fuel Tax Fund; \$1,531.00 from the Darien Area Dispatch Fund; \$2,655.00 from the Capital Improvement Fund; \$205,361.76 from the General Fund Payroll for the period ending 11/04/10; \$15,547.99 from the Water Fund Payroll for the period ending 11/04/10; \$27,933.54 from the D.A.D.C. Fund Payroll for the period ending 11/04/10 for a total to be approved of \$587,885.87.

Kevin Monaghan of 7509 Norman Drive inquired what the projected savings of the Police staff level reduction will be if approved this evening.

Mayor Weaver responded there will be an approximate \$23,000 savings.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

There was no Consent Agenda.

16. **NEW BUSINESS**

It was moved by Alderman McIvor and seconded by Alderman Galan to approve the following motion:

A. CONSIDERATION OF A MOTION TO DIRECT CHIEF OF POLICE AND HIS STAFF TO REDUCE THE MINIMUM POLICE PATROL STAFFING LEVEL FROM FIVE (5) OFFICERS ON ALL SHIFTS TO A “SCHEDULE 5, WORK WITH 4” STAFFING PRACTICE

Discussion: Alderman McIvor provided a review of how the Police Committee arrived at the recommendation to a “Schedule 5, Work With 4” Staffing Practice, which is scheduled to begin on January, 2011. Alderman McIvor noted that this program will be monitored on a monthly basis.

A lengthy discussion ensued regarding the program operation.

Alderman McIvor advised that the Police Committee will monitor the program, and that based on the number of people available on a shift, it is believed there will be five officers on a shift more often than not.

Mayor Weaver advised that Chief Pavelchik and Deputy Chief Skala will be closely monitoring how often staffing reduction occurs.

Alderman Poterasko requested that the staffing levels be monitored currently so there is a base of comparison when the program begins in January, 2011.

Chief Pavelchik advised that staff level monitoring has already begun.

Alderman Galan read from the Police Committee recommendation, “the Police Committee approved a trial of the staffing reduction.” Alderman Galan advised that if, at any point in time, the Chief feels the program isn’t working, this item will be brought back to the City Council for further review.

Mayor Weaver feels the public believes there is to be a staff cut. Mayor Weaver received a note from Mary Ann Jesse requesting staffing not be cut by 20%. Mayor Weaver clarified that staff is not being cut. The goal of the City Council is to cut overtime and expenses within the Police Department and not to cut staff.

Clerk Coleman requested the motion be amended to add the words “on a trial basis.”

A brief discussion ensued.

It was moved by Alderman Galan and seconded by Alderman Gattuso to amend the motion as follows:

CONSIDERATION OF A MOTION TO DIRECT CHIEF OF POLICE AND HIS STAFF TO REDUCE THE MINIMUM POLICE PATROL STAFFING LEVEL FROM FIVE (5) OFFICERS ON ALL SHIFT TO A “SCHEDULE 5, WORK WITH 4” STAFFING PRACTICE ON A TRIAL BASIS

Discussion: Alderman Avci inquired if there is anything on the books regarding the Police Department staff scheduling.

Administrator Vana responded the practice was adopted through the budget process.

Alderman Avci feels the Police Chief should be able to determine the number of staff necessary per shift, and that the resolution seems to be micro-management by the City Council.

A lengthy discussion ensued.

Alderman McIvor advised that, unlike Municipal Services, the Police Department budget is primarily salaries and overtime. The Police Committee was trying to address the budgetary concerns by reducing overtime expenses.

Lengthy discussions continued.

Treasurer Coren stated that the Police Committee was created to focus on and achieve a better understanding of the Police Department operations. Treasurer Coren feels the Police Committee has done an outstanding job in a short period of time, and has worked well with the Chief in seeking his input. Treasurer Coren feels it is important to let the public know the

city is not making cuts to the Police Department but is experimenting with different techniques to try to save tax dollars.

Alderman Galan feels that the City Council is not micro-managing but is exercising good management. The City Council is hoping the resolution will result in tax savings. If not, other avenues will be explored.

Alderman Avci advised that the city has a budget in place, resources are allocated, and the administrator for each department should manage those resources.

Alderman Poteraske noted that the City Council could have eliminated \$30,000 of overtime from the budget, and let the Police Chief figure out to accomplish the cut. Instead, an appropriate plan is being put into place.

Roll Call:	Ayes:	Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Abstain:	Avci
	Nays:	None
	Absent:	None

Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

17. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS — GENERAL**

There were none.

18. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:30 P.M.

Mayor

City Clerk

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All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-15-10.
Minutes of 11-15-10 CCM

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Kathleen Moesle Weaver

DATE: December 2, 2010

SUBJECT: REAPPOINTMENT TO BOARD OF FIRE AND POLICE COMMISSIONERS

This is written to request your advice and consent to the reappointment of Frank Noverini and Mark Piccoli, to the Board of Fire and Police Commissioners. They have expressed an interest in continuing to serve the City in this capacity.

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

mg

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Kathleen Moesle Weaver

DATE: December 2, 2010

SUBJECT: REAPPOINTMENT TO THE POLICE PENSION BOARD

This is written to request your advice and consent to the reappointment of Patrick Murphy and James Stark to the Police Pension Board. They have expressed an interest in serving the City in this capacity.

As always, if you have any questions, please contact me.

mg

Mayoral Proclamation

Whereas, Frieda Schendl was born in Chicago on December 17, 1910 to John and Mary Oswald; and

Whereas, Frieda Schendl had three brothers, John who lived in Chicago, and Frank and Joseph who were born in Austria; and

Whereas, when Frieda Schendl was two years old, her parents took her and John to Jabing, Burgenland, Austria, where they were raised; and

Whereas, Frieda Schendl's went to school through eighth grade; and

Whereas, when Frieda Schendl was sixteen years old, she left home to return to Chicago where she lived for awhile with her Aunt and Uncle and cousins on the north side of Chicago and with relatives on the south side; and

Whereas, Frieda Schendl was married to Frank Schendl on November 24, 1934 at St. George Church at 39th & Wentworth which is the same church where they both were baptized; and

Whereas, Frieda Schendl has one daughter, Mary Ann Stang and son-in-law Patrick, who live in Darien; and

Whereas, Frieda Schendl has four granddaughters, Cheryl Lovejoy who is married to Brian, Diane Gallan who is married to Jack, Karen Hacker who is married to Bob, and Linda Heilenbach who is married to Tom; and

Mayoral Proclamation

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Whereas, Frieda Schendl has eleven great grandchildren, Bill, Tyler, Alex, Zach, Carli, Kierstyn, Ian, Cassidy, Jimmy, Erica and John; and

Whereas, Frieda Schendl has held many jobs over her lifetime. She worked as a housekeeper for families on the east side, Campbell Soup Company, Ostermoor Mattress Co. and at St. Bede's Rectory until she was 75 years old; and

Whereas, Frieda Schendl sold her home in the Fuller Park neighborhood in 2001 and moved to Darien where she lives with her daughter and son-in-law.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim December 17, 2010 as

FRIEDA SCHENDL DAY

in the City of Darien and urge all residents to celebrate this very special day.

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

DONE, this sixth day of December, Two-Thousand Ten.

Kathleen Moesle Weaver, Mayor

Attest:

Joanne F. Coleman, City Clerk

Mayoral Proclamation

WHEREAS, motor vehicle crashes killed 911 people in Illinois during 2009; and

WHEREAS, 319 of those deaths involved a driver impaired by alcohol; 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 You Drink & Drive. You Lose campaigns that foster public awareness of the dangers of impaired driving and law enforcement efforts to curb impaired driving; and

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

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim the month of December, 2010 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 sixth day of December, two thousand and ten.

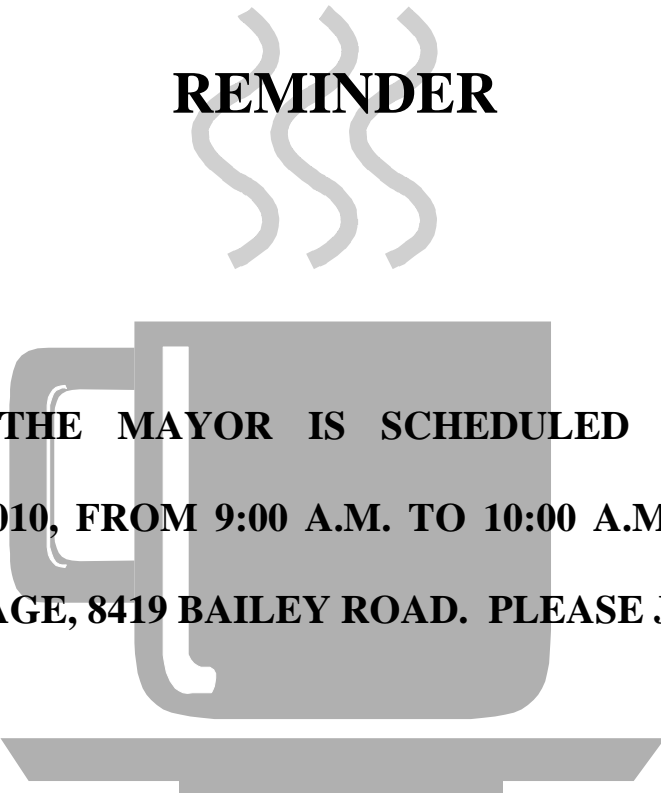
Kathleen Moesle Weaver, Mayor

Attest:

Joanne F. Coleman, City Clerk

MAYOR'S COFFEE

REMINDER



**COFFEE WITH THE MAYOR IS SCHEDULED FOR SATURDAY,
DECEMBER 18, 2010, FROM 9:00 A.M. TO 10:00 A.M. AT CARMELITE
CAREFREE VILLAGE, 8419 BAILEY ROAD. PLEASE JOIN US!**

**KATHLEEN MOESLE WEAVER
MAYOR**

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
December 6, 2010

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		\$420,090.95
Water Fund		\$252,120.70
Motor Fuel Tax Fund		\$9,235.59
Water Depreciation Fund		
Darien Area Dispatch Fund		\$1,552.47
Capital Improvement Fund		\$64,595.47
Debt Service Fund		\$52,000.00
Special Service Area Tax Fund		
Drug Forfeiture Fund		
	Subtotal:	\$ 799,595.18

General Fund Payroll	11/18/2010	\$ 212,562.03
Water Fund Payroll	11/18/2010	\$ 17,775.78
D.A.D.C. Payoll	11/18/2010	\$ 29,759.08
	Subtotal:	\$ 260,096.89

Total to be Approved by City Council:	\$ 1,059,692.07
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Approvals:

Kathleen Moesle Weaver, Mayor

Joanne F. Coleman, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
Aetna Development Corporation	PUBLIC HEARING NOTICE REIMBURSEMENT 6818 ROUTE 83	Conslt/Prof Reimbursable	0.00	4328
AIS	OCTOBER 2010 COMPUTER SUPPORT	Consulting/Professional	3,060.00	4325
CALL ONE, INC.	TELEPHONE AND DATA LINES ACCT #1010-6702-0001	Telephone	2,519.09	4267
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD - 8-24-10 TO 10-26-10	Utilities (Elec,Gas,Wtr,Sewer)	27.18	4271
DUPAGE COUNTY RECORDER	RECORDING FEE - RELEASE OF LIEN - 1006 JANET R2010-150941	Consulting/Professional	8.00	4325
GAFFNEY'S PROTECTIVE MAINTENAN	ADDITIONAL WORK-HOLLY & BROOKBANK STREET LIGHT INSTALLATION	Contingency	800.00	4330
HR SIMPLIFIED	COBRA NOTIFICATION ANNUAL FEE & ONE NOTIFICATION	Liability Insurance	125.00	4219
KESSLER - KARE, INC.	AS400 PROBLEM INVESTIGATION AND PROBLEM WITH AT&T LINE	Consulting/Professional	405.00	4325
MUNICIPAL WEB SERVICES	OCTOBER 2010 WEBSITE MAINTENANCE	Consulting/Professional	586.25	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,929.13	4267
OFFICE DEPOT	SUPPLIES	Supplies - Office	73.10	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	44.64	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	50.94	4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	186.38	4253
ROSENTHAL, MURPHEY, COBLENTZ	PUBLIC WORKS UNION	Liability Insurance	420.00	4219

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING NOTICE AGGREGATION ELECTRIC SERVICE	Legal Notices	133.62	4221
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING PROPOSED TEXT AMENDMENT ZONING ORDINANCE	Legal Notices	252.24	4221
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING TAX LEVY DECEMBER 6, 2010	Legal Notices	153.39	4221
SUBURBAN LIFE PUBLICATIONS	REIMBURSABLE LEGAL PUBLIC HEARING NOTICE - 6818 ROUTE 83	Consit/Prof Reimbursable	463.12	4328
VELOCITA TECHNOLOGY	DRUM UNIT FOR BROTHER HL-5240 PRINTER	Supplies - Office	67.38	4253
WELLNESS INC.	WELLNESS FAIR BLOOD TESTS & FLU VACCINATIONS	Liability Insurance	582.00	4219
		Total Administration	11,886.46	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ACTION FLAG COMPANY	TWO CITY OF DARIEN FLAGS	Public Relations	216.18	4239
ILLINOIS STATE POLICE	FINGERPRINTING FEE - MUHAMMAD A. RASHEED - RDK VENTURES	Boards and Commissions	39.25	4205
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS EXPENSES	Liability Insurance	1,365.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	687.98	4219
ROSENTHAL, MURPHEY, COBLENTZ	7418 ADAMS SUIT	Liability Insurance	682.50	4219
		Total City Council	2,990.91	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIRGAS NORTH CENTRAL	ACETYLENE & OXYGEN	Supplies - Other	120.38	4257
AMERICAN DOOR AND DOCK	REPAIR OF OVERHEAD DOORS	Maintenance - Building	285.25	4223
BUTTERY RENTAL SERVICES, INC.	PROPANE REFILL	Supplies - Other	20.42	4257
C & A LANDSCAPING	OCTOBER 2010 GROUND MAINTENANCE	Forestry	190.00	4350
CARQUEST AUTO PARTS STORES	REPAIR PARTS - INTERNAL CUSTOMER #713492	Maintenance - Vehicles	478.04	4229
Charles Mueller	TREE REMOVAL AT 1512 EVERGREEN (1/2 COST)	Forestry	0.00	4350
Charles Mueller	TREE REPLACEMENT AT 1512 EVERGREEN (1/2 COST)	Forestry	0.00	4350
Charles Mueller	SPRINKLER HEAD REPAIR (1/2 COST)	Forestry	0.00	4350
CHEMSEARCH	DEPLOY AEROSOL AND MAXI-LUBE RED AERO	Supplies - Other	518.03	4257
CLIFFORD-WALD COMPANY	REPAIR OF KIP 1900	Maintenance - Equipment	95.00	4225
COM ED	STREET LIGHTS - ACCT. 2343005070	Street Light Oper & Maint.	10.27	4359
COM ED	STREET LIGHTS - ACCT. 0267129108	Street Light Oper & Maint.	76.73	4359
CONCRETE CLINIC	SILT FENCE	Maintenance - Building	33.88	4223
CONCRETE CLINIC	LATH STAKES	Supplies - Other	76.77	4257
CULLIGAN	BOTTLED WATER AND FILTER RENTAL	Maintenance - Building	103.45	4223
D. RYAN TREE & LANDSCAPE	REIMBURSABLE TREE REMOVAL & STUMP GRINDING 1512 EVERGREEN	Forestry	605.00	4350

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/16/2010 Through 12/6/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Supplies - Other	777.00	4257
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Supplies - Other	735.00	4257
DAS ENTERPRISES, INC.	DRAINAGE PROJECTS - DARIEN WOODS	Drainage Projects	462.00	4374
DUPAGE TOPSOIL, INC.	DIRT FOR PARKWAY REPAIRS	Supplies - Other	50.00	4257
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM MONITORING - 1041 S. FRONTAGE ROAD	Maintenance - Building	156.00	4223
GENE'S TIRE SERVICE, INC.	NEW TIRES FOR #304	Maintenance - Equipment	522.26	4225
GERBER AUTO GLASS	REPLACE WINDSHIELD ON #107	Maintenance - Vehicles	212.43	4229
JAKE THE STRIPER	HANDICAP STICKERS	Supplies - Other	306.00	4257
KIEFT BROS., INC.	ADJUSTING RING	Supplies - Other	32.00	4257
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	215.24	4271
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Equipment	74.95	4225
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Equipment	308.14	4225
RED WING SHOES	UNIFORMS	Uniforms	191.00	4269
RED WING SHOES	UNIFORMS	Uniforms	327.03	4269
RENDEL'S, INC.	REPAIR PARTS	Maintenance - Vehicles	1,032.24	4229
SAFETY SUPPLY OF ILLINOIS	EYE WASH REFILLS	Liability Insurance	159.95	4219
SAFETY-KLEEN SYSTEMS, INC.	USED OIL FILTER SERVICE	Liability Insurance	77.26	4219
Sharon Cattaneo	TREE REMOVAL AT 1512 EVERGREEN (1/2 COST)	Forestry	0.00	4350
Sharon Cattaneo	TREE REPLACEMENT AT 1512 EVERGREEN (1/2 COST)	Forestry	0.00	4350

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
Sharon Cattaneo	SPRINKLER HEAD REPAIR (1/2 COST)	Forestry	0.00	4350
SPRING-GREEN	FERTILIZATION OF CITY RIGHT OF WAYS	Forestry	2,155.00	4350
SUBURBAN CONCRETE, INC.	DARIEN WOODS DRAINAGE PROJECT	Drainage Projects	596.96	4374
TAMELING, INC.	STRAW MAT ROLL	Supplies - Other	60.00	4257
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	249.46	4257
TRAFFIC CONTROL AND PROTECTION	SCHOOL SIGNS	Supplies - Other	532.15	4257
UNIQUE PRODUCTS & SERVICE CORP	TRASH LINERS & PAPER PRODUCTS	Maintenance - Building	285.79	4223
WELLNESS INC.	WELLNESS FAIR BLOOD TESTS & FLU VACCINATIONS	Liability Insurance	188.00	4219
Total Public Works, Streets			12,319.08	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/16/2010 Through 12/6/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AUTOMATED LOGIC	SERVICE REPAIR - 1710 PLAINFIELD	Maintenance - Equipment	3,783.12	4225
DUPAGE COUNTY PUBLIC WORKS	SEWER 1710 PLAINFIELD ROAD 082410 TO 102610	Utilities (Elec,Gas,Wtr,Sewer)	138.92	4271
ELMHURST MEMORIAL HOSPITAL	SCREENING - RECRUIT DAVID MILAZZO	Boards and Commissions	662.00	4205
EV TECHNOLOGIES	REPAIR GRILL LIGHTS	Maintenance - Vehicles	42.50	4229
EV TECHNOLOGIES	INSTALL COMPUTER MOUNT	Maintenance - Vehicles	42.50	4229
FBI - LEEDA	2011 DUES ROBERT PAVELCHIK	Dues and Subscriptions	50.00	4213
FBI - LEEDA	2011 DUES DAVID SKALA	Dues and Subscriptions	50.00	4213
GEOFF T. KOSIENIAK	VISION SCREEN REIMBURSEMENT	Liability Insurance	10.00	4219
GRAINGER	BALLAST	Maintenance - Building	26.01	4223
GRAINGER	LIGHTS	Maintenance - Building	389.20	4223
GRAINGER	WIPES FOR FINGERPRINTING	Supplies - Office	88.23	4253
INDUSTRIAL ELECTRICAL SUPPLY	BALLAST	Maintenance - Building	60.00	4223
INDUSTRIAL ELECTRICAL SUPPLY	SYLVANIA LIGHTS	Maintenance - Building	60.00	4223
INVENTORY TRADING CO	UNIFORMS - RECORDS DEPT & CSO	Uniforms	240.00	4269
JAKE THE STRIPER	D11 TAHOE - GRAPHIC REPLACEMENT	Maintenance - Vehicles	85.00	4229
JAMES R. BORSILLI	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
KALE UNIFORMS	UNIFORM ALLOWANCE - RENNER	Uniforms	355.95	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - SARAH FALCO	Uniforms	264.99	4269
KALE UNIFORMS	UNIFORM ALLOWANCE HELLMANN	Uniforms	133.44	4269

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
KALE UNIFORMS	UNIFORM ALLOWANCE - KOSIENIAK	Uniforms	229.50	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - HELLMANN	Uniforms	126.00	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - LISS	Uniforms	33.98	4269
KEITH KEOUGH	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
MASTER-BREW	COFFEE & COFFEE SUPPLIES	Travel/Meetings	118.85	4265
OTTO ENGINEERING	UNIFORM ALLOWANCE - O. DEYOUNG	Uniforms	51.41	4269
OWEN DEYOUNG	UNIFORM ALLOWANCE	Uniforms	(59.95)	4269
OWEN DEYOUNG	UNIFORM ALLOWANCE	Uniforms	54.91	4269
RAY ALLEN MANUFACTURING INC.	CANINE SUPPLIES	Investigation and Equipment	128.60	4217
RAY O'HERRON CO. INC OF OBT	UNIFORM - WHITESIDES	Auxiliary Police	52.95	4203
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - RENNER	Uniforms	141.95	4269
RCM DATA CORPORATION	TONER CARTRIDGES	Supplies - Office	952.00	4253
ROBERT J. PAVELCHIK, JR.	UNIFORM ALLOWANCE	Uniforms	39.96	4269
ROBYN PARKS	UNIFORM ALLOWANCE	Uniforms	24.99	4269
ROSENTHAL, MURPHEY, COBLENTZ	CIVILIAN NEGOTIATIONS	Liability Insurance	105.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	1,522.50	4219
SAM'S CLUB	SUPPLIES	Travel/Meetings	19.26	4265
SHELL	GASOLINE - DARE VEHICLE	Vehicle (Gas and Oil)	48.97	4273
SIRCHIE FINGER PRINT LABS	EVIDENCE SUPPLIES	Investigation and Equipment	351.01	4217
TOWNSHIP OF DOWNERS GROVE	PEER JURY CONTRIBUTION	Public Relations	500.00	4239
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	47.76	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	31.50	4223
WELLNESS INC.	WELLNESS FAIR BLOOD TESTS & FLU VACCINATIONS	Liability Insurance	1,730.00	4219

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WILLOWBROOK FORD, INC.	CROWN VICTORIA WHEEL ALIGNMENT	Maintenance - Vehicles	80.95	4229
WILLOWBROOK FORD, INC.	POWER WINDOW SWITCH PANEL ON SQUAD	Maintenance - Vehicles	29.42	4229
		Total Police Department	12,883.38	

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BANK OF NEW YORK	BOND PAYMENT 2007A	Debt Service - 2007A Bonds	378,500.00	4952
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K - 8-25-10 TO 10-27-10	Utilities (Elec,Gas,Wtr,Sewer)	11.04	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D - 8-25-10 TO 10-27-10	Utilities (Elec,Gas,Wtr,Sewer)	407.04	4271
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C - 8-25-10 TO 10-27-10	Utilities (Elec,Gas,Wtr,Sewer)	11.04	4271
		Total Business District	378,929.12	
		Total General Fund	420,090.95	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/16/2010 Through 12/6/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AMERICAN DOOR AND DOCK	REPAIR OF OVERHEAD DOORS	Maintenance - Building	285.25	4223
AWP CUSTOM UNIFORMS	UNIFORMS	Uniforms	828.00	4269
BANK OF NEW YORK	BOND PAYMENT SERIES 2006	Debt Retire-Water Refunding	229,514.38	4950
CALL ONE, INC.	TELEPHONE AND DATA LINES ACCT #1010-6702-0001	Telephone	359.88	4267
CLIFFORD-WALD COMPANY COM ED	REPAIR OF KIP 1900 UTILITIES PLAINFIELD & MANNING ACCT 0437036069	Maintenance - Equipment Utilities (Elec,Gas,Wtr,Sewer)	95.00 43.09	4225 4271
CONCRETE CLINIC CULLIGAN	SILT FENCE	Maintenance - Building	33.89	4223
	BOTTLED WATER AND FILTER RENTAL	Maintenance - Building	103.46	4223
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Maintenance - Water System	546.00	4231
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Maintenance - Water System	756.00	4231
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Maintenance - Water System	588.00	4231
DUPAGE COUNTY PUBLIC WORKS	METER READINGS FROM 9/1/10 TO 1031/10	Data Processing	6,524.60	4336
EXELON ENERGY INC.	2101 W. 75TH STREET	Utilities (Elec,Gas,Wtr,Sewer)	47.41	4271
EXELON ENERGY INC.	UTILITIES 9S720 LEMONT ROAD	Utilities (Elec,Gas,Wtr,Sewer)	143.75	4271
EXELON ENERGY INC.	UTILITIES 18W736 MANNING	Utilities (Elec,Gas,Wtr,Sewer)	276.30	4271
EXELON ENERGY INC.	UTILITIES 87TH & RIDGE	Utilities (Elec,Gas,Wtr,Sewer)	260.59	4271
EXELON ENERGY INC.	UTILITIES 1220 PLAINFIELD RD	Utilities (Elec,Gas,Wtr,Sewer)	2,255.18	4271

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/16/2010 Through 12/6/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
EXELON ENERGY INC.	UTILITIES LAKEVIEW & OAKLEY	Utilities (Elec,Gas,Wtr,Sewer)	253.83	4271
HAGEMEYER	SAFETY SIGNS	Liability Insurance	37.34	4219
HAGEMEYER	SAFETY SIGNS	Liability Insurance	75.43	4219
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	193.67	4231
HD SUPPLY WATERWORKS	DISCHARGE HOSE	Maintenance - Water System	111.41	4231
HD SUPPLY WATERWORKS	CLAMP	Maintenance - Water System	136.29	4231
HD SUPPLY WATERWORKS	CLAMP	Maintenance - Water System	171.59	4231
HD SUPPLY WATERWORKS	REPAIR CLAMPS	Maintenance - Water System	438.05	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	361.71	4267
NICOR GAS	1041 S. FRONTAGE ROAD - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	215.24	4271
NICOR GAS	8600 LEMONT ROAD, DARIEN ACCT 23644110001	Utilities (Elec,Gas,Wtr,Sewer)	44.03	4271
NICOR GAS	1897 MANNING DR, DARIEN ACCT 12344110007	Utilities (Elec,Gas,Wtr,Sewer)	52.87	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE ACCT 05002110004	Utilities (Elec,Gas,Wtr,Sewer)	108.67	4271
PDC LABORATORIES, INC.	SOC WATER SAMPLES	Quality Control	200.00	4241
SAFETY SUPPLY OF ILLINOIS	EYE WASH REFILLS	Liability Insurance	159.95	4219
SPRING-GREEN	FERTILIZER FOR DARIEN FACILITIES	Maintenance - Building	315.00	4223
SUBURBAN CONCRETE, INC.	WATER DEPARTMENT RESTORATION	Maintenance - Water System	3,961.05	4231
SUBURBAN CONCRETE, INC.	MAIN BREAK RESTORATIONS PER DUPAGE COUNTY SPECS	Maintenance - Water System	1,810.00	4231
UNIQUE PRODUCTS & SERVICE CORP	TRASH LINERS & PAPER PRODUCTS	Maintenance - Building	285.79	4223

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WATER RESOURCES, INC.	1-1/2-INCH METER - EVERGREEN	Water Meter Purchases	312.00	4880
WELLNESS INC.	WELLNESS FAIR BLOOD TESTS & FLU VACCINATIONS	Liability Insurance	216.00	4219
		Total Public Works, Water	252,120.70	
		Total Water Fund	252,120.70	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ELMHURST CHICAGO STONE COMPANY	4-INCH STONE	Road Material	52.16	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	782.60	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	76.62	4245
K-FIVE CONSTRUCTION	HOT PATCH	Road Material	88.56	4245
NORTH AMERICAN SALT CO.	SALT	Salt	7,003.91	4249
QUARRY MATERIALS	HOT PATCH	Road Material	595.72	4245
QUARRY MATERIALS	COLD PATCH	Road Material	636.02	4245
		Total MFT Expenses	9,235.59	
		Total Motor Fuel Tax	9,235.59	

CITY OF DARIEN
Expenditure Journal
Darien Area Dispatch Center
Darien Area Dispatch
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CALL ONE, INC.	TELEPHONE AND DATA LINES ACCT #1010-6702-0001	Telephone	719.75	4267
COMMUNICATION REVOLVING FUND	OCTOBER 2010 LEADS CHARGES	Data Processing	503.15	4336
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	120.57	4267
RCM & ASSOCIATES	REPAIR WIRELESS BASE & PURCHASE ONE BATTERY	Equipment	209.00	4815
		Total Darien Area Dispatch	1,552.47	
		Total Darien Area Dispatch Center	1,552.47	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Public Works, Streets
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
JAKE THE STRIPER	INSTALL NEW GRAPHICS ON NEW #400 & #403	Equipment	970.00	4815
		Total Public Works, Streets	970.00	

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 11/16/2010 Through 12/6/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
D. RYAN TREE & LANDSCAPE	TREE REMOVALS ASSOCIATED W/STOP SIGNS AT MANNING & FAIRVIEW	Sidewalk Replacement Prog...	794.75	4380
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FROM PUBLIC WORKS YARD	Ditch Projects	504.00	4376
DAS ENTERPRISES, INC.	CAPITAL PROJECTS DITCHES - BIRCHWOOD PARK	Ditch Projects	357.00	4376
DAS ENTERPRISES, INC.	CAPITAL PROJECTS DITCHES - BIRCHWOOD PARK	Ditch Projects	777.00	4376
DUKANE PRECAST, INC.	PUBLIC WORKS SALT SHED	Equipment	55,350.00	4815
ELMHURST CHICAGO STONE COMPANY	SALT STORAGE BUILDING DUMP FEES	Equipment	2,912.00	4815
SUBURBAN CONCRETE, INC.	SIDEWALK PROGRAM	Sidewalk Replacement Prog...	2,654.72	4380
SUBURBAN CONCRETE, INC.	CURB	Curb & Gutter Replacement ...	276.00	4383
		Total Capital Fund Expenditures	63,625.47	
		Total Capital Improvement Fund	64,595.47	

CITY OF DARIEN
Expenditure Journal
Debt Service Fund
Debt Service Fund Expenditures
From 11/16/2010 Through 12/6/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
BANK OF NEW YORK	BOND PAYMENT - SERIES 2007B	Debt Service - Series 2007B	52,000.00	4951
		Total Debt Service Fund Expenditures	52,000.00	
		Total Debt Service Fund	52,000.00	
Report Total			799,595.18	

AGENDA MEMO
CITY COUNCIL
MEETING DATE: December 6, 2010

Issue Statement

Minor PUD Amendment: Brookhaven Plaza PUD, 7516 Cass Avenue: Petitioner requests approval of a minor PUD amendment to reduce the required parking stall widths from 10 feet to 9 feet for the south parking area, along Plainfield Road.

ORDINANCE

Discussion/Overview

The Municipal Services Committee considered this matter at its meeting on November 22, 2010. The Committee recommends approval of the petition, and to permit 9-foot wide parking stalls for the entire shopping center.

A draft ordinance is attached.

The full staff agenda memo follows as “Additional Information”.

Decision Mode

The Municipal Services Committee considered this item at its meeting on November 22, 2010. The City Council will consider this item at its meeting on December 6, 2010.

Additional Information

Issue Statement

Minor PUD Amendment: Brookhaven Plaza PUD, 7516 Cass Avenue: Petitioner requests approval of a minor PUD amendment to reduce the required parking stall widths from 10 feet to 9 feet for the south parking area, along Plainfield Road.

Applicable Regulations: Zoning Ordinance: Section 5A-3: Planned Unit Development Regulations
Zoning Ordinance: Section 5A-3-2-5(B): Changes in the Development, Minor
Changes

Ordinance No. O-28-82

Ordinance No. O-13-88

General Information

Petitioner/Owner: JEMCO and Associates
242 Bunting Lane
Bloomington, IL 60108

PINs: 09-28-402-024 & 026

Existing Zoning: B-2 Community Shopping Business District

Existing Land Use: Shopping center

Proposed Use: Shopping center

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence District - school

South: B-1 Neighborhood Shopping District and R-3 Multi-Family Residence District – office building and funeral home

East: B-2 Community Shopping Business District – shopping center, vacant lots

West: R-2 Single-Family Residence District – single-family homes

The Comprehensive Plan Update designates this parcel as Commercial.

History: In 1982, the City rezoned the Brookhaven Shopping Center to the B-2 District and granted special use approval for a PUD (Ordinance O-28-82). In 1988, the PUD was amended by Ordinance O-13-88 to allow a building addition, noting parking stall widths to be 10 feet. In 2002 and 2007, the PUD was amended again to allow a façade renovations.

Items Submitted

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

1. ALTA/ACSM Lane Title Survey, 1 sheet, prepared by Webster, McGrath & Ahlberg, Ltd., dated May 11, 2004.
2. Parking Plan, 1 sheet, prepared by petitioner.

Project Description

The subject property is located on the west side of Cass Avenue, between 75th Street and Plainfield Road. The Brookhaven Plaza shopping center includes two outlots, Pamey's and Popeye's.

The petitioner seeks a minor amendment to the PUD to reduce the required parking stall width from 10 feet to 9 feet, for the southern parking area only. The petitioner seeks to increase the number of parking stalls by

reducing the stall width. The remaining parking areas will have 10-foot wide parking stalls.

Limited to the south parking area, the parking stall count between 9 and 10-foot wide parking stall widths:

Stall Width	10 feet	9 feet
# of Stalls	74	86

Staff determined this petition is a minor amendment to the PUD under the Zoning Ordinance. A minor amendment to a PUD does not require a public hearing and it does not require consideration by the Planning and Zoning Commission.

The plat of survey notes there are 385 parking stalls, with 10-foot wide parking stalls.

The gross square footage of the shopping center, including the outlot buildings, is 104,194 square feet. Per the Zoning Ordinance, 417 parking stalls are required (4 stalls/1,000 building gross square footage).

The parking lot was recently re-stripped, with parking stalls less than the required width. The petitioner will be required to re-strip the parking lot to comply with the Zoning Ordinance and any plan amendments granted by the City Council under this petition.

Staff Recommendation

Staff supports the request to reduce the required parking stall width from 10 feet to 9 feet for the southern portion of the parking lot, along Plainfield Road, and marked as Area A on the plat of survey, and to maintain 10-foot wide parking stalls in the remaining parking areas and marked as Area B on the plat of survey submitted with this petition.

Municipal Services Committee Review – November 22, 2010

The Municipal Services Committee considered this matter at its meeting on November 22, 2010. The following members were present: Alderman Joseph Marchese, Alderman John Galan, Alderman Ted Schauer, Alderman John Poteraske, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Michael Griffith, Senior Planner, briefly reviewed the staff agenda memo, describing the petition. He stated that even though the plat of survey shows parking stalls at 10 feet wide, the parking lot was recently striped as 9 feet wide parking stalls.

Chairman Marchese stated he wanted to encourage business, he stated John Manos has worked with the City in the past to improve the shopping center. He stated he does not have problems parking with the stalls as they are now. He stated he was in favor of allowing 9-foot wide parking stalls for the entire shopping center.

Alderman Galan agreed, he stated he favored allowing 9-foot wide parking stalls for the entire shopping center.

Alderman Schauer agreed with the other two committee members.

There is not anyone from the public to offer comments.

Without further discussion, Alderman Galan made a motion to recommend approval of the petition, and to allow 9-foot wide parking stalls for the entire shopping center, seconded by Alderman Schauer.

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

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A MINOR AMENDMENT
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

(Brookhaven Plaza PUD: Parking stall dimensions)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 6th DAY OF DECEMBER, 2010

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage
County, Illinois, this ___ day of _____, 2010.**

**AN ORDINANCE GRANTING A MINOR AMENDMENT
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

(Brookhaven Plaza PUD: Parking stall dimensions)

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, heretofore, pursuant to Ordinance No. O-28-82 and subsequent PUD amendments, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as “Brookhaven Plaza”; and

WHEREAS, the City of Darien received a petition to modify the approved PUD to allow 9-foot wide parking stalls within the south parking lot area, adjacent to Plainfield Road; and

WHEREAS, on November 22, 2010, the Municipal Services Committee of the City Council reviewed said petition and forwarded its findings and recommendations to the City Council; and

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

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

SECTION 1: Approval of Minor Amendment to PUD Granted. A minor amendment to the approved PUD for Brookhaven Plaza is hereby approved to permit 9-foot wide parking stalls throughout the entire shopping center.

SECTION 2: Remainder of PUD. All of the terms, conditions and limitations of Ordinance No. O-28-82 and subsequent PUD amendments shall remain in full force and effect.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO**City Council****December 6, 2010****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 2011 Street Maintenance Program, in an amount not to exceed \$12,250.00.

RESOLUTION**Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 60 pavement corings for the tentatively proposed 2011 Street Maintenance Program. The following roads have been slated for the 2011 Street Maintenance Program:

PROPOSED 2011 ROAD PROGRAM		
STREET	LIMIT	ROAD LENGTH
BREWER RD	Grandview Ln to Alden Ln	2150
DROVER LN	Parkview Dr to Burgess Ln	3930
HILLSIDE LN	Meadow Ln to Woodvale Dr	1625
SANDALWOOD CT	Beller Dr to Water Tower Ct	600
FOX HILL PLACE	Carriage Green Dr to Limit	720
KENTWOOD CT	Creekside Ln to limit	500
GREEN VALLEY RD	Green Valley Ct to Wakefield Dr	2900
GREEN VALLEY CT	Green Valley Rd to Limit	500
WAKEFIELD DR	Green Valley Rd to Abbey Dr	1460
GALWAY CT	Darien Club Dr to limit	500
LIMERICK CT	Darien Club Dr to limit	600
KELLY CT	Darien Club Dr to limit	650
72ND STREET	Fairview Ave to Gold Grove Pl	800
69TH STREET	Cass to Clarendon Hills Rd	5280
70TH STREET	Richmond to Clarendon Hills Rd	2760
70TH STREET CDS 1	70th St to Limit	180
70TH STREET CDS 2	70th St to Limit	180
70TH STREET CDS 3	70th St to Limit	180
DARIEN LN	75th St to Timber Ln	1060
EVANS PL	Elm St to Janet Ave	660
WESTERN AVE	Plainfield Road to 72nd Street	1400
RICHMOND AVE	67th Street to north limit	400

HIGH RIDGE CT	Richmond Ave to limit	600
SLEEPY HOLLOW CDS	Sleepy Hollow Ln to limit	200
	LN FEET	29835
	MILES	5.65

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 (approximately 60 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness Staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow Staff and CBBEL to verify that the correct improvement is proposed for the roadways.

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

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the report to determine the resurfacing treatment for the abovementioned roadways. The evaluation will be performed as per the established hourly rates at a not to exceed amount of \$750.00.

Total Engineering Cost for Task 2 - \$750.00

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

Cost for Task 1-	\$11,500.00
Cost for Task 2-	<u>750.00</u>
Total Cost	\$12,250.00

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10/11 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	ENG-BID SPECS/TESTING SERVICES	\$ 55,000.00	\$ 8,936.25	\$ 12,250.00	\$ 33,858.75

Committee Recommendation

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$12,250.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$12,250.00
(PAVEMENT CORING 2011 STREET MAINTENANCE)**

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 agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to pavement coring evaluation for the 2011 street maintenance, 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 6th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

October 29, 2010

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2011 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 2011 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 2011 Road Program will consist of the following streets:

PROPOSED 2011 ROAD PROGRAM			
STREET	LIMIT	ROAD LENGTH	CORES
Brewer Rd	Grandview Ln to Alden Ln	2150	4
Drover Ln	Parkview Dr to Burgess Ln	3930	8
Hillside Ln	Meadow Ln to Woodvale Dr	1625	3
Sandalwood Ct	Beller Dr to Water Tower Ct	600	1
Fox Hill Place	Carriage Green Dr to Limit	720	1
Kentwood Ct	Creekside Ln to Limit	500	1
Green Valley Rd	Green Valley Ct to Wakefield Dr	2900	6
Green Valley Ct	Green Valley Rd to Limit	500	1
Wakefield Dr	Green Valley Rd to Abbey Dr	1460	3
Galway Ct	Darien Club Dr to Limit	500	1
Limerick Ct	Darien Club Dr to Limit	600	1

Kelly Ct	Darien Club Dr to Limit	650	1
72nd Street	Fairview Ave to Gold Grove Pl	800	2
69th Street	Cass to Clarendon Hills Rd	5280	10
70th Street	Richmond to Clarendon Hills Rd	2760	5
70th Street Cds 1	70th St to Limit	180	1
70th Street Cds 2	70th St to Limit	180	1
70th Street Cds 3	70th St to Limit	180	1
Darien Ln	75th St to Timber Ln	1060	2
Evans Pl	Elm St to Janet Ave	660	1
Western Ave	Plainfield Road to 72nd Street	1400	3
Richmond Ave	67th Street to North Limit	400	1
High ridge Ct	Richmond Ave to Limit	600	1
Sleepy Hollow Cds	Sleepy Hollow Ln to Limit	200	1
	LN FEET	29835	60
	MILES	5.65	

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 60 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 2011 Road Program based on the City's budget.

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


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

Task 1	Geotechnical Investigation	\$11,500
Task 2	Evaluation of Geotechnical Report	\$ 750
	TOTAL	\$12,250

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

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

Sincerely,



Christopher B. Burke, PhD, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____



TESTING SERVICE CORPORATION

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

401 N. Riverside Drive, Suite 24, Gurnee, IL 60031-5914
847.249.6040 • Fax 847.249.6042

203 Earl Road, Suite A, Shorewood, IL 60404-9446
815.744.1510 • Fax 815.744.1728

8201 W. 183rd Street, Suite C, Tinley Park, IL 60477-9249
708.429.2080 • Fax 708.429.2144

660 Peerce Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

October 29, 2010
Local Office

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

RE: P.N. 46,019
Pavement Cores
2011 Road Program
Various Streets
Darien, Illinois

Dear Mr. Fell:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide a pavement evaluation study for the above referenced project. The broad objectives of our work will be to determine pavement and sub base thickness and composition.

Site Work:

The proposed scope of work is to include sixty (60) pavement cores located on twenty-four streets throughout the Village of Darien. At each location, the pavement will be cored and the base course depth and type will be determined. Representative portions of all samples will be sealed, packaged and transported to our laboratory.

Utility clearance for the borings to be made will be obtained by TSC beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. TSC will utilize a crew trained in layout procedures to locate the borings in the field.

Assumption for Traffic Control:

The pavement cores will be located on two lane residential streets where light traffic is anticipated. TSC will provide safety cones and signage where appropriate. Lane closures are not expected.

Laboratory Testing:

All soil samples will be examined by an experience laboratory soils technician, to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by indirect methods. Other tests deemed necessary by our Project Engineer may also be performed.

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

Report of Data Obtained:

The results of the field and laboratory phases of the study will be analyzed by a member of our staff of engineers and geologists. The results of those analyses, together with supporting field and laboratory data, will be presented in a written engineering report.

Fees and Scope:

To provide the pavement evaluation study outlined above, TSC is proposing a budget amount of **Eleven Thousand Five Hundred Dollars (\$11,500.00)**. Our invoice will be based on the unit charges given and the attached General Conditions, which are incorporated into and made a part of this proposal for your acceptance. Sample certificates of insurance will be made available upon request. Our fee is further subject to this proposal being accepted by you on or before December 31, 2010.

The fees, hourly rates and other charges for field services furnished under this proposal are based on TSC's current contract with the International Union of Operating Engineers, Local 150. Since your project is funded in part or in total by state or local government funding sources, it will also be subject to IPWA requirements.

Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the investigation, we will contact you before proceeding with any additional work. It should be noted that our estimated cost does not include plan review or earthwork and foundation excavation observations during the construction phase of the project. However, plan review and construction observation and testing costs should be included in the project budget. After the final report is delivered, any consultation, pre-construction meetings or other professional services will be covered by a separate invoice.

TSC's work will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

TSC's fee includes TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
Tel: (847) 823-0500
Email: lfell@cbbel.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

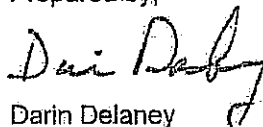
Respectfully submitted,

TESTING SERVICE CORPORATION



Charles DuBose, P.E.
Vice President

Prepared by,



Darin Delaney
Project Geologist

CRD:DPD:tlv

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 46,019
Pavement Cores
2011 Road Program
Darlen, Illinois

ITEM		UNITS	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Provide Technicians to Mark Coring Locations and Arrange for Clearance of Underground Utilities	Hour	8.0	110.00	\$ 880.00
CORING AND BORINGS BY HAND AUGER METHODS					
2.1	Perform Coring and/or Hand Auger Borings (Portal to Portal)-Regular Time	Hour	48.0	150.00	\$ 7,200.00
2.2	Perform Coring and/or Hand Auger Borings (Portal to Portal)- Over Time	Hour	0.0	200.00	\$ 0:00
2.3	Backfill and patch core holes	Each	60.0	10.00	\$ 600.00
TRAFFIC CONTROL					
3.1	Sign Board and traffic cones	Day	6	140.00	\$ 840.00
3.2	Two Person Traffic Control Crew (Portal to Portal) - Regular Time	Hour	0.0	215.00	\$ 0.00
3.3	Two Person Traffic Control Crew (Portal to Portal) - Over Time	Hour	0.0	300.00	\$ 0.00
3.4	One Person Traffic Control Crew (Portal to Portal) - Regular Time	Hour	0.0	108.50	\$ 0:00
3.5	One Person Traffic Control Crew (Portal to Portal) - Regular Time	Hour	0.0	152.00	\$ 0:00
3.6	Subcontract Traffic Control	Lump Sum	0	800.00	\$ 0:00
LABORATORY TESTING					
4.1	Examine Samples, Described by a Textural System and Classify by the Unified Soil Classification System and Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	0	7.50	\$ 0.00
4.2	Dry Unit Weight Determinations	Each	0	7.50	\$ 0.00
4.3	Illinois Bearing Ratio (IBR) with Supporting Tests	Foot	0	475.00	\$ 0.00

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

	ITEM	UNITS	QTY	RATE	COST
4.4	Pavement Core Thickness Measurements and Description	Each	60	16.00	\$ 960.00
ENGINEERING SERVICES					
5.1	Prepare Location Plan and Report	Lump Sum	1	900.00	\$ 900.00
ESTIMATED TOTAL:					\$11,380.00
RECOMMENDED BUDGET:					\$11,500.00

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

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

Direct Costs

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county 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 6, 2010

Issue Statement

Consideration for approval of Illinois Department of Transportation Resolutions (IDOT) authorizing expenditure adjustments to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) audit reviews. The Resolutions are as follows:

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – [Section 95-00000-00-GM](#)

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – [Section 96-00000-00-GM](#)

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – [Section 99-00000-00-GM](#)

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – [Section 01-00000-00-GM](#)

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code – [Section 06-00000-00-GM](#)

Resolution for Improvement by Municipality Under the Illinois Highway Code – [Section 07-00030-00-RS](#)

Resolution for Improvement by Municipality Under the Illinois Highway Code – [Section 08-00031-00-RS](#)

IDOT AUDIT BACKUP**Background/History**

The City of Darien was recently forwarded correspondence from the Illinois Department of Transportation (see attached letter labeled as [Attachment A](#)) regarding a Motor Fuel Tax (MFT) audit that was conducted earlier this year. Per the audit review there are items dated back from 1994 to 2010 and a majority of the paperwork requires a staff signature to close out a specified project or an additional City Council approved resolution. City staff has recently met with IDOT officials regarding the paperwork “cleanup” and Officials from IDOT informed staff that they recently brought in consultants to assist in reviewing and closing out all backlogs.

Staff has reviewed the audit and replied with a response, provided signatures and has prepared the IDOT resolutions for City Council approvals. City Staff had an additional meeting with IDOT officials on November 17, and has submitted the requested paperwork with the exception of the above mentioned resolutions.

Staff Recommendation

Staff recommends approval of the Resolutions.

Alternate Consideration

No alternate consideration

Decision Mode

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$375,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1995 to December 31, 1995.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010.

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$320,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1996 to December 31, 1996.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman, Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010.

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



Section 99-00000-00-GM

BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$60,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1999 to December 31, 1999.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$50,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2001 to December 31, 2001.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the
(Council or President and Board of Trustees)
City Darien of Darien, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$110,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2006
(Date)
to December 31, 2006
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City
(City, Town or Village)
of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on December 6, 2010
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 day of December, 2010.

(SEAL)

City Clerk
(City, Town or Village)

Approved

Date
Department of Transportation

Regional Engineer



BE IT RESOLVED, by the City Council Section 07-00030-00-RS of the Council or President and Board of Trustees City of Darien Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Various - 2007 Road Program

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Bituminous removal and aggregate repair, resurfacing

and shall be constructed various wide and be designated as Section 07-00030-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Five Hundred Seventy Five Thousand Dollars (\$575,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by James D. Fiala Paving ; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved Date Department of Transportation Regional Engineer

I, Joanne Coleman Clerk in and for the City of Darien County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council Council or President and Board of Trustees at a meeting on December 6, 2010 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010 (SEAL) City, Town, or Village Clerk



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the City Council Section 08-00031-00-RS of the
City Council or President and Board of Trustees of Darien Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Various - 2008 Road Program			

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Bituminous removal and aggregate repair, resurfacing

_____ and shall be constructed various wide
 and be designated as Section 08-00031-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Thousand
 _____ Dollars (\$70,000.00) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by James D. Fiala Paving ; and,

 Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

 Date _____

 Department of Transportation

 Regional Engineer

I, Joanne Coleman Clerk in and for the
 City _____ of Darien
 City, Town or Village
 County of DuPage , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the City Council
 Council or President and Board of Trustees
 at a meeting on December 6, 2010
 Date _____
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
6th day of December, 2010

 (SEAL)

 City, Town, or Village Clerk

Section 94-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 58,755.00 for the City's signature – 1 copy required

City Response to Section 94-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 95-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 96,701.00 for the City's signature – 1 copy required

City Response to Section 95-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 96-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 189,992.00 for the City's signature – 1 copy required

City Response to Section 96-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 97-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 154,739.00 for the City's signature – 1 copy required

City Response to Section 97-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 98-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **K-Five Construction** Street Maintenance Operation (98-00000-01-GM)
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 98-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

(Please note the City has included correspondence regarding the 1998 Street rehab program.)

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 99-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:

- **(BLR 14230) Resolution for Maintenance of Streets – A Supplemental Resolution** is required in the amount of \$ 60,000.00 – 3 copies required
- **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
- **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 57,497.43 for the City's signature – 1 copy required

City Response to Section 99-00000-00-GM:

BLR 14230-The Resolution for Maintenance of Streets-A Supplemental Resolution has been prepared and approved by the City Council.

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 00-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:

- **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
- **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$216,370.29/maintenance and \$ 1,197.49/engineering for the City's signature – 1 copy required

City Response to Section 00-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 01-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:

- **(BLR 14230) Resolution for Maintenance of Streets – A Supplemental Resolution** is required in the amount of \$ 50,000.00 – 3 copies required
- **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
- **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 48,547.79 for the City's signature – 1 copy required
- **Tree Trimming and Removal** Maintenance Operation (01-00000-01-GM)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 01-00000-00-GM:

BLR 14230-The Resolution for Maintenance of Streets-A Supplemental Resolution has been prepared and approved by the City Council.

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

The City of Darien was unable to locate the executed Tree Trimming Contract.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 02-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 469.03 for the City's signature – 1 copy required
 - **Tree Trimming and Removal** Maintenance Operation (02-00000-01-GM)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 02-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.
Tree Trimming Contract forwarded.

BLR 13210-Change in plans has been reviewed and signed.
The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.
The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 03-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **Tree Trimming and Removal** Operation (03-00000-01-GM) (03-05-AA)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required
 - **Sidewalk/Curb Removal and Replacement** (03-00000-02-GM)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required
 - **Street Light Maintenance** Operation (03-06-AA)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 03-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

Tree Trimming and Removal

Executed contract forwarded.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Sidewalk/Curb Removal and Replacement

Executed contract forwarded

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Street Light Maintenance

The City of Darien was unable to locate the executed Street Light contract.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 04-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310) Municipal Maintenance Expenditure Statement** – LR&S has prepared this form for the City's signature - 4 copies required
 - **Tree Trimming and Removal Operation (04-00000-01-GM) (04-05-AA)**
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210) Change in Plans** – 3 copies required
 - **(BLR 13230) Engineer's Final Payment Estimate** – 3 copies required
 - **Street Light Maintenance Operation (04-06-AA)**
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210) Change in Plans** – 3 copies required
 - **(BLR 13230) Engineer's Final Payment Estimate** – 3 copies required
 - **Sidewalk/Curb Removal & Replacement (04-00000-04-GM) (04-08-AA)**
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210) Change in Plans** – 3 copies required
 - **(BLR 13230) Engineer's Final Payment Estimate** – 3 copies required

City Response to Section 04-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

Tree Trimming and Removal

Executed contract forwarded.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Street Light Maintenance

The City of Darien was unable to locate the executed Street Light contract.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Sidewalk/Curb Removal and Replacement

Executed contract forwarded

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 05-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 39,705.98 for the City's signature – 1 copy required
 - **Tree Trimming and Removal** Operation (05-00000-05-GM) (05-05-AA)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required
 - **Street Light Maintenance** Operation (05-06-AA)
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 05-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Tree Trimming and Removal

The City of Darien was unable to locate the executed Tree Trimming Contract.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Street Light Maintenance

The City of Darien was unable to locate the executed Street Light contract.

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 06-00000-00-GM

➤ In order to balance with the Audit Report the City is required to submit the following forms:

- **(BLR 14230) Resolution for Maintenance of Streets – A Supplemental Resolution** is required in the amount of \$ 110,000.00 – 3 copies required
- **(BLR 14310) Municipal Maintenance Expenditure Statement** – LR&S has prepared this form for the City's signature - 4 copies required
- **(BLR 09150) Request for Expenditure/Authorization of Motor Fuel Tax Funds** – LR&S has prepared this form in the amount of \$456,548.35/Maintenance and \$ 43,202.10/Engineering for the City's signature – 1 copy required
- **Tree Trimming and Removal Operation (06-00000-06-GM) (06-05-AA)**
 - **Fully Executed Contract** – 3 copies required
 - **(BLR 13210) Change in Plans** – 3 copies required
 - **(BLR 13230) Engineer's Final Payment Estimate** – 3 copies required
- **Street Light Maintenance Operation (06-00000-01-GM)**
 - **(BLR 13210) Change in Plans** – 3 copies required
 - **(BLR 13230) Engineer's Final Payment Estimate** – 3 copies required

City Response to Section 06-00000-00-GM:

BLR 14230-The Resolution for Maintenance of Streets-A Supplemental Resolution has been prepared and approved by the City Council.

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Tree Trimming

Executed contract forwarded

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Street Light Maintenance

BLR 13210-Change in plans has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

BLR 13230-Engineers final payment estimate has been reviewed and signed.

The City has gathered the final payout through the City's archived financial information. No additional documentation regarding quantities was able to be located.

Section 07-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following form:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required

City Response to Section 07-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

Section 08-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **Street Light Maintenance** Operation (08-00000-01-GM)
 - **(BLR 13210)** Change in Plans – 3 copies required
 - **(BLR 13230)** Engineer's Final Payment Estimate – 3 copies required

City Response to Section 08-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 13210-Reconciliation was required due to the City of Darien moving from a calendar year to a fiscal budget period. This resulted in an additional 4 months of street light maintenance and installation coverage beginning January 1, 2007 through April 30, 2008. Reconciliation was determined through BLR 14310 Municipal Expenditure Statement. See attached for additional backup information.

BLR 13230- Reconciliation was required due to the City of Darien moving from a calendar year to a fiscal budget period. This resulted in an additional 4 months of street light maintenance and installation coverage beginning January 1, 2007 through April 30, 2008. Reconciliation was determined through BLR 14310 Municipal Expenditure Statement. See attached for additional backup information.

Section 09-00000-00-GM

- In order to balance with the Audit Report the City is required to submit the following forms:
 - **(BLR 14310)** Municipal Maintenance Expenditure Statement – LR&S has prepared this form for the City's signature - 4 copies required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 219,018.95 for the City's signature – 1 copy required

City Response to Section 09-00000-00-GM:

BLR 14310-The Municipal Maintenance Expenditure Statement has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 92-00021-00-PV

- To balance with the Audit Report and close this project the City is required to submit the following forms:
 - **(BLR 13510)** Final Report – LR&S has prepared this form for the City's signature – 5 copies required
 - **City Letter of Acceptance** – 1 copy required

City Response to Section 92-00000-00-PV:

BLR 13510- Final report has been reviewed and signed.

City Letter of Acceptance forwarded.

Section 92-00022-00-CG

- To balance with the Audit Report and close this project the City is required to submit the following forms:
 - **(BLR 13510)** Final Report – LR&S has prepared this form for the City's signature – 5 copies required
 - **City Letter of Acceptance** – 1 copy required

City Response to Section 92-00022-00-CG:

BLR 13510- Final report has been reviewed and signed.

City Letter of Acceptance forwarded.

Section 97-00025-00-PV

- To balance with the Audit Report and close this project the City is required to submit the following forms:
 - **(BLR 13510)** Final Report – LR&S has prepared this form for the City's signature – 5 copies required
 - **City Letter of Acceptance** – 1 copy required
 - **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 58,022.00 for the City's signature – 1 copy required

City Response to Section 97-00025-00-PV:

BLR 13510- Final report has been reviewed and signed.

City Letter of Acceptance forwarded.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 03-00027-00-FP

- To balance with the Audit Report and close this project the City is required to submit the following form(s):
 - **(BLR 13510)** Final Report – LR&S has prepared this form for the City's signature – 5 copies required

➤ To balance with the Audit Report and close this project the City is required to reimburse their MFT account in the amount of \$ 9,945.28 with written notification sent to LR&S when the reimbursement is complete or a Revised Engineer's Final Payment Estimate may be submitted.

City Response to Section 03-00027-00-FP:

BLR 13510- Final report has been reviewed and signed.

City Accountant Paul Nosek and Dan Gombac had contacted Karen Boxleitner on November 15, 2010 and identified \$9,945.28 was paid in conjunction with Section No. 00-00000-02-GM for 2002 Street Maintenance contract. It appears that this item was a retainage and paid out on April 21, 2003 and inadvertently IDOT had identified the expenditure as a Section No. 03-00027-00-FP expenditure. See backup attached to Section No.'s 02-00000-00-Gm and Section No. 03-00027-00-FP.

Section 07-00030-00-RS

- To balance with the Audit Report and close this project the City is required to submit the following forms:

- **(BLR 09111) Resolution for Improvement** in the amount of \$575,000.00 – 4 copies required
- **(BLR 13510)** Final Report – LR&S has prepared this form for the City's signature – 5 copies required
- **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 2,205.08 for the City's signature – 1 copy required

City Response to Section 07-00030-00-RS:

BLR 09111-The Resolution for Improvement-A Supplemental Resolution has been prepared and approved by the City Council.

IDOT Staff has directed City Staff to prepare a resolution for resurfacing (RS) in addition to the General Maintenance (GM) resolution. Please note the GM Resolution was prepared earlier in the year.

BLR 13510- Final report has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Section 08-00031-00-RS

- To balance with the Audit Report and close this project the City is required to submit the following forms:

- **(BLR 09111) Resolution for Improvement – A Supplemental Resolution** in the amount of \$70,000.00 – 4 copies required
- **(BLR 13510) Revised** Final Report – LR&S has prepared this revised form for the City's signature – 5 copies required
- **(BLR 09150)** Request for Expenditure/Authorization of Motor Fuel Tax Funds – LR&S has prepared this form in the amount of \$ 68,385.95 for the City's signature – 1 copy required

City Response to Section 08-00031-00-RS:

BLR 09111-The Resolution for Improvement-A Supplemental Resolution has been prepared and approved by the City Council.

IDOT Staff has directed City Staff to prepare a resolution for resurfacing (RS) in addition to the General Maintenance (GM) resolution. Please note the GM Resolution was prepared earlier in the year.

BLR 13510- Final report has been reviewed and signed.

BLR 09150-The Request for Expenditure/Authorization has been reviewed and signed.

Agency Authorizations (AA)

The following disbursements were not able to be identified by the auditor to an approved MFT project. We are requesting the City reference their MFT Fund Ledger and/or Account Book to identify these expenditures to an approved MFT section number.

Section 97-00000-01-AA (\$ 174,841.00)

Date of Disbursement	Disbursement Notes	Total Disbursement Amount	Assign to MFT Section No.(s)
04/30/97	Capital Purchases	\$ 174,841.00	

Section 96-00000-01-AA (\$ 510,605.00)

Date of Disbursement	Disbursement Notes	Disbursement Amount	Assign to MFT Section No.(s)
04/30/96	Capital Outlay	\$ 510,605.00	

Section 95-00000-01-AA (\$ 640,885.00)

Date of Disbursement	Disbursement Notes	Disbursement Amount	Assign to MFT Section No.
04/30/95	Capital Outlay	\$ 640,885.00	

City Response to Agency Authorizations:

Section 97-00000-01-AA

Refers to Section No. 97-00000-01-GM

Section 96-0000-01-AA

Refers to Section No. 96-00000-01-GM

Section 95-0000-01-AA

Refers to Section No. 95-00000-01-GM

[IDOT Audit expense backup.pdf](#)



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Motor Fuel Tax – Audit Report and Project Review
City of Darien
DuPage County

October 22, 2010

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

VIA CERTIFIED MAIL

Dear Ms. Coleman:

Our office has reviewed the City's Motor Fuel Tax (MFT) Audit Report and Project Status, and noted several discrepancies in the MFT Account.

We intend to work with the City to resolve this matter. Therefore, we have prepared the enclosed summary indicating the action required by the City to address the discrepancies.

Please review the summary and provide the requested information to our office by November 22, 2010 so that approval of Future MFT Projects is not jeopardized.

If you have any questions or need additional information, please contact Michelle Gorniak, MFT Program Technician, (847) 705-4204 or via email at Michelle.Gorniak@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

A handwritten signature in black ink, appearing to read 'CHolt'.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Daniel Gombac, Director of Comm. Development/Municipal Services w/encl.
Paul Nosek, Accounting Manager w/encl.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

October 26, 2010

Mr. Daniel Gombac
Director of Comm. Development/Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mr. Gombac:

Thank you for meeting with us on October 12, 2010 to discuss the City's Motor Fuel Tax accounts. The meeting was highly beneficial in several ways, beginning with the opportunity for our staff to personally meet you and your Accounting Manager Mr. Paul Nosek. We were also able to discuss the most practical way to settle outstanding issues regarding closeouts and support documentation for older MFT accounts.

I understand that you are working closely with our team of MFT technicians so that these matters will be addressed in an expeditious fashion. I believe this will address the concerns you expressed to me prior to the meeting.

If you have any questions or need additional information, please contact me or Christopher J. Holt, Bureau Chief of Local Roads and Streets, at (847) 705-4201.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Diane O'Keefe'.

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

AGENDA MEMO**City Council****December 6, 2010****ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for reporting and meter reading.

RESOLUTION **BACKUP****BACKGROUND**

DuPage County currently reads meters for their sewer system and uses these readings to do the water billing for the City of Darien. The City of Darien has contributed approximately \$40,000 for these services. DuPage County recently conducted a rate study for their water and sewer system. Based on the attached rate study, the County increased the City contribution from \$40,000 to \$150,000. Of this amount, \$51,500 is for employees to read the meters and the remainder is utilized for billing and collections. The total amount of \$150,000 is estimated based on the County reading 8590 city meters every 2 months. The County fee for each Darien customer is \$2.83 which includes \$1.00 for the read and \$1.83 for the billing. At the Administrative/Finance Committee meeting on November 8th the Committee requested staff to investigate alternatives to the agreement with the County.

The Municipal Services Committee discussed this item at their November 22, 2010 meeting. In summary, staff investigated an alternative which would have the City read meters and charge back the County. The County originally showed some interest in this but finally determined it would negatively affect the current meter reading staffing. Therefore, it would not be a financial benefit to the City if the County would not agree to be charged back. The City was aware of the increase costs and has included that cost in our 3 year budget projections. The end result is that the City has no better option but to enter into the Intergovernmental agreement. The Intergovernmental agreement has been modified to include a 60 day out clause and staff will continue to review options for water meter and billing services. The Municipal Services Committee has approved this item under objection and further recommends that the Mayor and Administrator Vana forward a letter of dissatisfaction regarding the increase charges.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the Intergovernmental agreement with DuPage County.

ALTERNATE CONSIDERATION

No alternate consideration.

DECISION MODE

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DARIEN AND THE COUNTY OF DUPAGE FOR REPORTING AND METER
READING**

**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 enters into an intergovernmental agreement between the City of Darien and the County of DuPage for Reporting and Meter Reading, 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 6th day of December 2010.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 6th day of December 2010.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Ashley Prueter

From: Dan Gombac
Sent: Monday, November 22, 2010 4:31 PM
To: Ted V Schauer; Joe Marchese; John Galan
Cc: Bryon Vana; Ashley Prueter
Subject: FW: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Below please find additional correspondence from the County regarding the water meter reading item that is on the agenda for this evening. I will discuss this info to the Committee tonight.

Daniel Gombac
Director of Municipal Services
630-353-8106

-----Original Message-----

From: Kottmeyer, Nick [mailto:Nick.Kottmeyer@dupageco.org]
Sent: Monday, November 22, 2010 3:46 PM
To: Dan Gombac
Subject: RE: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

As mentioned below, if Darien and the County each completed meter reads. We would only use the County reads in our billings. Therefore, as outlined in the agreement, we would still charge Darien for our meter reads. Hopefully, this answers your question.

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Monday, November 22, 2010 11:52 AM
To: Kottmeyer, Nick
Cc: Bryon Vana
Subject: FW: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Thanks Nick:

I suggest that we have our Committee review and provide a recommendation and forward the recommendation to be reviewed by the County Committee/Board. Pending the outcome the IGA would stand as is or be modified accordingly.

If we were to move forward with the meter readings and both entities are reading meters, would the County still charge us the proposed cost as per the IGA currently in front of us?

Daniel Gombac
Director of Municipal Services
630-353-8106

-----Original Message-----

From: Kottmeyer, Nick [mailto:Nick.Kottmeyer@dupageco.org]
Sent: Monday, November 22, 2010 11:14 AM
To: Dan Gombac
Cc: Buoy, Kevin; Bryon Vana
Subject: RE: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Dan -

Following our phone conversation on Friday regarding the potential for Darien to collect their own meter readings, I have looked into the viability of the County purchasing these meter reads directly from Darien. Currently, the County employs 4 meter readers and 1 principal meter reader to obtain approximately 40,000 meter reads and to provide routine maintenance and replacement of meters. I have examined the ability of the County to reduce the current headcount to account for the possibility of no longer reading the Darien meters. Due to the overall departmental meter reading and maintenance demands, ensuring adequate operational back-up, and ensuring overall quality control of the reads that the County bills on it would be doubtful that the County would seek to eliminate any meter reading positions. Therefore, if Darien chooses to read their own meters it would be staff's recommendation that the County continue to take their own Darien readings. Ultimately, this would be the decision of the Public Works Committee and County Board.

In addition, if two different meter reads are obtained, this would create a billing dilemma that we would need to discuss to figure out a resolution. The County uses a single meter read to bill for the County's sewer usage and the City's water usage. The billing system does not allow for different reads on the same bill.

Please give me a call if you have any questions or would like to discuss any of these issues in more detail.

Thanks

Nicholas W. Kottmeyer, P.E.
Superintendent
DuPage County Department of Public Works
421 N. County Farm Road
Wheaton, IL 60187
Office: (630) 407-6818
Fax: (630) 407-6701

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Monday, November 22, 2010 10:47 AM
To: Kottmeyer, Nick
Cc: Buoy, Kevin; Bryon Vana
Subject: FW: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Good Morning Nick:

As per our telephone conversation on Fri, Nov 10, 2010 with Kevin Buoy, and yourself we discussed the City's intention of the meter reading and the IGA before us. As you are aware, Staff was requested to review the meter reading portion of the Dupage County meter reading and billing.

During our previous discussions you had informed me that the County would be willing to pay the City a \$1.00 per read (pending County Board approval) if the City supplied the readings in a format acceptable to the County. Based on the City selling readings back to the County there would be a savings realized to the City. See updated spread sheet.

Our conversation on Fri. suggested that the County could take a position to continue reading meters and not reimburse the City for the readings. The County would have to complete a further review of the County meter readers and determine whether the reduction in force was feasible.

This item is on our Municipal Services Committee agenda this evening and I will share the County's comments regarding this item. Please let me know if there are any additional comments that we should forward to our Committee.

Daniel Gombac
Director of Municipal Services
630-353-8106

-----Original Message-----

From: Dan Gombac
Sent: Thursday, November 18, 2010 10:26 AM
To: 'Kottmeyer, Nick'
Subject: RE: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

That is a good point Nick, and I've been told that one gun could work??

Daniel Gombac
Director of Municipal Services
630-353-8106

-----Original Message-----

From: Kottmeyer, Nick [mailto:Nick.Kottmeyer@dupageco.org]
Sent: Thursday, November 18, 2010 8:23 AM
To: Dan Gombac
Subject: RE: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Dan -

Impressive analysis. We are still looking at it to see if anything jumps out, but the one thing we noticed was the number of handheld meter devices that you would need to purchase. Due to the number of different meter and remote/dial equipment in Darien each of your meter readers will need three different devices/guns. Since you will be using 4 different employees, that will mean that you need 12 total devices. We tried to figure out if you could just buy certain devices for certain readers, but the problem is that every house on every route has varying meters.

I will let you know if we see anything else.

Nick

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Wednesday, November 17, 2010 12:05 PM
To: Kottmeyer, Nick
Subject: Meter Reading Cost Analysis-Part Time Analysis-DPC.xls

Nick:

Please review.

<<Meter Reading Cost Analysis-Part Time Analysis-DPC.xls>>

RESOLUTION

PW-0001-11

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DARIEN AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct and maintain sewer and water systems and to enter into agreements for purposes related thereto (Illinois Compiled Statutes Chapter 55 paragraphs 5/5-15001 *et. seq.*); and

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the CITY furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers' premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system and furnishes water to customers in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers' premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings at the premises of customers on the COUNTY and CITY water systems; and

WHEREAS, the CITY and COUNTY have determined that it would be more efficient for the same entity that collected meter readings to also process sanitary sewer and water bills;

WHEREAS, the CITY and COUNTY desire for the COUNTY to read the CITY'S water meters, and to bill CITY'S WATER customers; and

WHEREAS, it is necessary that meter-reading and billing services be provided subject to the terms and conditions of the Intergovernmental Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the COUNTY and CITY is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to City of Darien 1702 Plainfield Road, Darien, IL 60561 ATTN: Bryon Vana; Anthony Hayman, State's Attorney's Office.

Enacted and approved this 14th day of December, 2010 at Wheaton, Illinois.

BY: _____
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY: _____
GARY A. KING, COUNTY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DARIEN AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REPORTING AND METER READING**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2010 between the City of Darien, a municipal corporation, (hereinafter referred to as “CITY”), with offices located at 1702 Plainfield Road, Darien, Illinois 60561, and the County of DuPage, Illinois, a body politic and corporate, (hereinafter referred to as the “COUNTY”) with offices located at 421 N. County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; and

WHEREAS, the CITY furnishes water to customers in its community, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must arrange for regular readings of the water meters at the customers’ premises; and

WHEREAS, similarly, the COUNTY operates a waterworks system and furnishes water to customers in its services areas, in accord with the authority granted to it by the Illinois General Assembly, and accordingly must also arrange for regular readings of the water meters at its customers’ premises; and

WHEREAS, the COUNTY presently conducts bi-monthly water readings at the premises of customers on the COUNTY and CITY water systems; and

WHEREAS, the CITY and COUNTY have determined that it would be more efficient for the same entity that collected meter readings to also process sanitary sewer and water bills;

WHEREAS, the CITY and COUNTY desire for the COUNTY to read the CITY’S water meters, and to bill CITY’S WATER customers; and

WHEREAS, it is necessary that meter-reading and billing services be provided subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY and the CITY agree as follows:

1.0 GENERAL TERMS

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth.

1.2 The following definitions shall apply:

1.2.1 “Bailey Road Master Meter” shall refer to the COUNTY’S flow control vault , an interconnection point between the existing CITY Municipal Water System and the SERWF system, that measures the water usage distributed to the DuPage SERWF and Darien SERWF system

1.2.2 “Billing Cycle” shall refer to the approximate sixty (60) day period in between the odd months of the year; utility bills are generated by the COUNTY in January, March, May, July, September and November. There are six (6) billing cycles each year.

1.2.3 “Darien SERWF System” shall refer to the portion of the DuPage SERWF system that was assigned to CITY in the 2007 Intergovernmental Agreement providing for the assignment of part of the DuPage Southeast Regional Water Facility System (SERWF) to CITY

1.2.4 “DuPage SERWF” shall refer to the COUNTY’S Southeast Regional Water Facility and the related water distribution system.

1.2.5 First (1st) Reminder Notice – Notice sent to customers that have a balance greater than Fifty Dollars (\$50.00) remaining due after the initial due date

1.2.6 Second (2nd) Reminder Notice – Notice sent to customers that have a balance greater than Fifty Dollars (\$50.00) remaining due after the due date of the First (1st) Reminder Notice

1.2.7 “Inside Reading” shall mean any meter reading, or attempted meter reading, other than an Outside Reading.

1.2.8 “Outside Reading” shall mean a meter reading, or attempted meter reading, made from a device that is capable of displaying and, or, transmitting a meter reading, located outside a structure or enclosure, and which is readily accessible to the COUNTY meter readers without the need for keys, special permission or assistance to enter.

2.0 METER READING

- 2.1 During each billing cycle, the COUNTY shall read each CITY customer meter account
- 2.2 The COUNTY shall have the right to read CITY water meters at reasonable hours by properly authorized employees, or contractors, of the COUNTY (collectively “COUNTY employees.”). COUNTY employees reading CITY water meters shall be dressed in uniform and shall carry and display suitable identification.
- 2.3 The COUNTY meter readers shall make the same reasonable efforts to obtain CITY water meter readings as they make to obtain COUNTY water meter readings.
- 2.4 The CITY shall install, or require to be installed, meters, with touch read, in all new construction that are compatible with Sensus meter reading equipment. Further, whenever the CITY replaces, or is required to replace, existing meters, the CITY shall use a meter with touch read compatible with Sensus meter reading equipment as the replacement meter. All touch read mechanisms will read in thousands (4 digits), no exceptions. When the CITY replaces a remote that includes an address label on back of the remote, the CITY will add address label to the new remote. CITY will use a paint pen, white out or adhesive label to mark new remote.
- 2.5 CITY shall identify for the COUNTY all water meter remote locations. CITY shall install all water meter remotes a minimum of two feet (2’) off the ground and free from any obstructions. The CITY shall correct all existing water meter remotes which do not conform to the standards established by this provision within sixty (60) days of being notified by the COUNTY of the meters that are not in compliance. Until such time that the meter is made compliant by the CITY, the COUNTY shall estimate the customer’s usage for billing purposes.
- 2.6 For any meter that cannot be installed free from any obstructions, CITY will purchase and install a radio read device compatible with Sensus meter reading equipment. CITY will communicate all radio read device

installations to COUNTY within two (2) days of installation, so that COUNTY can program equipment to read the radio device.

- 2.7 The COUNTY shall inform the CITY, in writing, of any service addresses that the COUNTY reasonably believes requires meter or remote repairs. CITY personnel shall be responsible for testing and repairing/replacing such meters within sixty (60) days of notification by the COUNTY. Until such time that the meter is made compliant by the CITY, the COUNTY shall estimate the customer's usage for billing purposes. CITY will take a reading from the meter at the time of repair/replacement and provide reading to the COUNTY.
- 2.8 The CITY and COUNTY agree that the COUNTY'S meter readers shall only use doorknob cards for remote malfunctions and high reads.
- 2.9 At the COUNTY'S request, the CITY shall deliver within two (2) days of notification from the COUNTY, to a customer's premise, door knob cards for remote/meter malfunctions, high reads and shut off warning notices.

3.0 WATER BILLING

- 3.1 CITY will establish water rates to be used by COUNTY to bill CITY customers for water usage. CITY will communicate rate changes to the COUNTY ninety (90) days prior to the rate going into effect. COUNTY will make every effort to apply rate change to CITY customer bills by the rate effective date. If CITY rate change requires programming changes in COUNTY billing system, CITY will be responsible for programming fees assessed to COUNTY from billing software vendor. COUNTY will allow CITY one line item charge per utility bill; said charge will be labeled "Darien Water Charge".
- 3.2 CITY will be responsible for communicating water rate changes to CITY customers. CITY water rate changes will not be communicated by the COUNTY to CITY water customers on customer's utility bill or any other method of communication.
- 3.3 During each billing cycle, the COUNTY will generate a water utility bill for each CITY customer account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service. The payment will be due on the initial due date; generally twenty-one (21) days after the fifteenth day (15th) of the billing month, the due date will not be on a weekend.
- 3.4 During each billing cycle, for all accounts with a balance greater than Fifty Dollars (\$50.00) remaining due after the initial due date, COUNTY will generate one (1) first (1st) reminder notice for each CITY customer

account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service. The first (1st) reminder notice will be due generally ten (10) days after mailing of the first (1st) reminder notice; the due date will not be on a weekend.

- 3.5 During each billing cycle, for all accounts with a balance greater than Fifty Dollars (\$50.00) remaining due after the reminder notice due date, COUNTY will generate one (1), second (2nd) reminder notice for each CITY customer account that will be delivered to the mailing address on file for the customer account via the U.S. Postal Service. The second (2nd) reminder notice will be due generally ten (10) days after the mailing of the second (2nd) reminder notice; the due date will not be on a weekend.
- 4.0 DATA REPORTING - COUNTY to provide to CITY
- 4.1 Data reporting referenced in 4.2 through 4.8 will be reported to CITY using Microsoft Excel file, Water Billing Exhibit, labeled Exhibit 1
 - 4.2 Bailey Road metered usage for billing cycle, calculated on Water Billing Exhibit by subtracting Bailey Road start reading from Bailey Road end reading.
 - 4.3 CITY customers' billed usage for billing cycle broken down by Darien water rate.
 - 4.4 DuPage SERWF customer's billed usage for billing cycle.
 - 4.5 DuPage SERWF municipal usage for billing cycle.
 - 4.6 DuPage SERWF estimated water main breaks and hydrant leaks for billing cycle.
 - 4.7 Financial adjustments made to CITY customer's water bill for billing cycle.
 - 4.8 Count of CITY customers billed during billing cycle.
 - 4.9 Total amount to be paid to CITY by COUNTY for CITY water bills, COUNTY water usage, COUNTY fixed cost billed to CITY by DuPage Water Commission and COUNTY'S share of Bailey Road water loss.
 - 4.10 CITY customer list to include: customer name, address, account number, consumption, billed amount, meter read start date, meter read end date and water rate.

5.0 DATA REPORTING - CITY to provide to COUNTY

- 5.1 CITY municipal usage for billing cycle for portion of the CITY served by the Bailey Road master meter.
- 5.2 CITY'S estimated water main breaks and hydrant leaks for billing cycle for portion of the CITY served by the Bailey Road master meter.
- 5.3 The CITY shall provide a hard copy (paper) of all work orders for meter change outs, repairs and new meter installations, which information shall include the following: account number, premise address, customer name, date, meter location, old meter ID, new meter ID, old meter reading, new meter reading, and new meter type.

6.0 IDENTIFICATION OF PREMISES.

- 6.1 The CITY shall, in the manner hereafter agreed upon by the parties, identify to the COUNTY the premises at which water meter readings are to be made by the COUNTY. The COUNTY shall not be responsible for any discrepancies between the inside meter reading and remote readings.
- 6.2 The CITY shall provide the COUNTY with a list of new customer information once per month, which information shall include all new meter installations. The parties shall each maintain a file that includes each customer name, street address, water account number, and remote meter location and serial number of meter. The parties shall be responsible for updating their own records to ensure that information is current, however, the other party shall reasonably cooperate with the other party to ensure the accuracy of said files.
- 6.3 The CITY shall also provide, once per month, the forwarding address and date of change for former customers, together with any additional information in the CITY'S possession concerning the whereabouts of former customers.

7.0 OUTSIDE READING/INSIDE READING.

- 7.1 It is expressly understood that any attempt by the COUNTY to read a meter shall be treated as a reading for billing purposes, as set forth in Section 8.0, below, regardless of whether the COUNTY was able to successfully read that meter.

8.0 CHARGES FOR SERVICES/PAYMENT.

- 8.1 The CITY shall pay the COUNTY based on the following schedule of charges per billing cycle:
 - 8.1.1 Effective with the first billing cycle after the approval of this Agreement, Seventy Five cents (.75¢) for each meter outside or inside reading made by the COUNTY of the CITY'S meters for each meter where the meter read is used by both the CITY and COUNTY for billing purposes. Effective May 1, 2011, this rate will increase to One Dollar (\$1.00).
 - 8.1.2 Effective with the first billing cycle after the approval of this Agreement, Two Dollars (\$2.00) for each meter outside or inside reading as defined herein made by the COUNTY'S meter readers of CITY water meters and where the meter read is used only by the CITY for billing purposes.
 - 8.1.3 Effective with the first billing cycle after the approval of this Agreement, Ninety Two Cents (\$.92) for each bill issued that includes both COUNTY sewer charges and CITY water charges. Effective May 1, 2011, this rate will increase to One Dollar and Eighty Three Cents (\$1.83).
 - 8.1.4 Effective with the first billing cycle after the approval of this Agreement, Three Dollars and Sixty Six Cents (\$3.66) for each bill issued that includes only CITY water charges.
- 8.2 The COUNTY shall bill the CITY for the billing cycle on a bi-monthly basis; payment of each such bill shall be due from the CITY thirty (30) days after the date of mailing of the bill.
- 8.3 The rates and/or the rate structure may be modified by the mutual written consent of the Superintendent of Public Works of the COUNTY and the City Manager of the CITY, based upon an approved DuPage County Public Works rate study. The CITY and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below.
- 8.4 The reading and billing service charges set forth in Paragraph 8.1, above, paid by the CITY to the COUNTY shall be held constant until December 31, 2012. After this constant rate period, the rates will be reviewed and adjusted, if necessary, on an annual basis to reflect cost of living increase. To determine the cost of living increase, the CITY and COUNTY agree to use the Consumer Price Index for all Urban Consumers (CPI-U) in

December of each year. The CITY and the COUNTY may mutually agree upon an adjustment of this charge without formally amending the Agreement in compliance to Paragraph 10.1, below. The reading and billing service charge may only be adjusted once per year, and such adjustments shall become effective January 1st each year.

- 8.5 The COUNTY shall provide payment to the CITY for one hundred percent (100%) of the COUNTY'S portion of the water purchased from the DuPage Water Commission, one hundred percent (100%) of the COUNTY'S portion of the DuPage Water Commission fixed costs and eighty percent (80%) of the CITY'S water revenue generated for each billing cycle within seven (7) days following the due date of customer payments for the billing period. The COUNTY shall turnover the remaining twenty percent (20%) of the CITY water revenue generated for each billing cycle by the due date for the second (2nd) payment reminder notice issued by the COUNTY to the customers for the billing period.
- 8.6 The COUNTY shall be responsible for the collection of all CITY customer bills. The CITY and the COUNTY agree that the COUNTY will establish all collection policies and write off criteria. CITY shall assist the COUNTY'S collection efforts and agrees to promptly discontinue water service upon COUNTY'S written request, and at the CITY'S own expense, whenever bills become more than forty-five (45) days delinquent. Customer balances that meet the COUNTY'S write off criteria will be deducted from the payment to CITY for billing revenue.

9.0 INDEMINIFICATION.

- 9.1 The parties shall indemnify, hold harmless and defend the other party, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the first party's negligent or willful acts, errors or omissions in its performance under this Agreement, to the fullest extent each party is so authorized under the law.
- 9.2 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them.

10.0 MISCELLANEOUS TERMS.

- 10.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the COUNTY and the CITY.
- 10.2 This Agreement contains the entire understanding of the CITY and the COUNTY with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 10.3 This Agreement supersedes the October 28, 1980 Water Consumption Agreement between the COUNTY and the CITY in its entirety, and as adopted by the COUNTY by Resolution PW-003-80.
- 10.4 This Agreement shall be executed for and on behalf of the COUNTY and the CITY pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 10.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 10.6 This Agreement shall become effective from the date of full execution by both parties and shall remain in place unless either party issues a written notice of intent of cancellation. Either party may elect to cancel this intergovernmental agreement with sixty (60) days written notice of termination to the other party.
- 10.7 The COUNTY and the CITY, upon mutual consent and without disruption of COUNTY functions and operations, may agree to reduce the number of yearly meter readings conducted by the COUNTY. Should each party agree to the reduction in yearly meter readings, estimated readings shall be utilized.
- 10.8 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the CITY shall not be relieved of its obligation to pay the COUNTY for services rendered prior to termination.
- 10.9 In the event that the COUNTY'S obligation hereunder to read the CITY'S water meters, bill the CITY'S customers and collect the CITY'S revenue cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the COUNTY, then during the continuance of such disturbance, (i) the COUNTY'S obligation to read CITY'S water meters shall be suspended to

the extent that the interference prohibits such performance, and (ii) subject to the provisions above, the CITY'S obligation to make corresponding payments to the COUNTY shall likewise be suspended.

10.10 COUNTY'S obligations under this Agreement are conditioned upon receipt by the COUNTY of such regulatory approvals as the COUNTY, in its sole discretion, determines to be necessary in connection herewith. In addition, if at any time the COUNTY, in its sole discretion, determines that its relationship with any regulatory agency makes such termination advisable, the COUNTY may terminate this Agreement upon at least ninety (90) days prior notice to the CITY.

10.11 Any required notice shall be sent to the following addresses and parties:

For the CITY:

City of Darien
1702 Plainfield Road
Darien, IL 60561
ATTN: Bryon Vana, City Manager

For the COUNTY:

Department of Public Works
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Nick Kottmeyer, Superintendent

10.12 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m.CST or CDT Monday –Friday); (b) served by facsimile transmission during regular business hours(8:00a.m.-4:30p.m.CST or CDT Monday–Friday); or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 8.1, above.

10.13 The parties agree that neither party shall have any recourse against the other party for any breach unless notice of said breach has been given and the party in breach has failed or refused to timely cure said breach. The waiver of, or failure to enforce, any breach of this Agreement by any party shall not be construed, or otherwise operate, as a waiver of any future

breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

10.14 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

10.15 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.

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

CITY OF DARIEN

COUNTY of DUPAGE

By: _____
Kathleen Weaver
Mayor

By: _____
Daniel J. Cronin
County Board Chairman

Attest
By: _____
Joanne F. Coleman
City Clerk

Attest
By: _____
Gary A. King
County Clerk

AGENDA MEMO
City Council
Meeting Date: December 6, 2010

Issue Statement

Approval of tax levy ordinances for general and special purposes for Fiscal Year 2010-2011.

ORDINANCE-TAX LEVY

ORDINANCE-TAX LEVY-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. 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, and a few months before we have all the factual information we need to know the levy rate. Nonetheless, we have approached this process this year with an underlying assumption that property taxes for general corporate purpose will not increase. Based on staff anticipating that assessed valuation will decrease city wide the non-bond tax rate may increase slightly. That non-bond rate for 2010 was \$.1578.

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 attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,601,287 which represents a 0% increase over this year’s extension of \$1,601,287. This number is the result of analysis of the estimated change in the assessed valuation and new growth valuation. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however residents will pay the same 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 2010 levy amount to pay for the principal and interest on these bonds totals \$1,012,243. Lastly, any abatement will be presented in conjunction with budget review.

Staff/Committee Recommendation

City Council approved the tax levy determination as follows:

- Set the City's 2010 general property tax levy and special corporate tax levy (police pension fund) at \$1,601,287
- Set the City's 2010 Special Service Area I property tax levy at \$5,000

Alternate Consideration

Levy different amounts.

Decision Mode

The tax levy determination was approved at the October 18th, 2010, Council meeting.

The final ordinances will be on the December 6, 2010, City Council agenda for formal consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2010,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2011,
FOR THE CITY OF DARIEN, ILLINOIS**

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

THIS 6TH DAY OF DECEMBER, 2010

-

**Published in pamphlet form by authority of the Mayor and
City Council of the City of Darien, DuPage County,
Illinois, this _____ day of December, 2010.**

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2010,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2011,
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, 2010, and ending on April 30, 2011, 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, 2010, and ending on the Thirtieth day of April, 2011.

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u>			
For Salaries/Wages	571,000	571,000	0
For Dept. Expenses	337,559	337,559	0
-			
<u>For Police Department:</u>			
For Salaries/Wages	6,048,292	5,621,297	426,995
For Dept. Expenses	1,229,447	1,229,447	0
<u>For Community Development Department:</u>			
For Salaries/Wages	345,700	345,700	0
For Dept. Expenses	145,535	145,535	0
<u>For Public Works Department:</u>			
For Salaries/Wages	888,400	888,400	0
Other Dept. Expenses	586,603	586,603	0
Total Amount Levied for General Corporate Purposes			<u>426,995</u>
Police Pension Fund		1,174,292 =	1,174,292
2006 G.O. Bond Issue- Water System		307,674 =	307,674
2007 A and B G.O. Bonds		503,000 =	503,000
2008 G.O. Bond- Capital Projects		201,569 =	201,569
Total Amount Levied for Special Corporate Purposes & Debt			<u>2,186,535</u>
TOTAL TAX LEVY FOR ALL FUNDS			<u>\$2,613,530</u>

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 6th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

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

6th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2010,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2011,
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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

THIS 6TH DAY OF DECEMBER, 2010

**Published in pamphlet form by authority of the Mayor and
City Council of the City of Darien, DuPage County,
Illinois, this _____ day of December, 2010.**

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2010,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2011,
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, 2010, and ending April 30, 2011.

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 6th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this
6th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ORDINANCE NO.

LEGAL DESCRIPTION

PARCEL 10A: THE SOUTH 1027.81 FEET OF THE EAST 666.25 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10B: THAT PART OF LOT 9 IN ANDRUS' HIGHLANDS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1957 AS DOCUMENT 839231, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 02 MINUTES 42 SECONDS WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, AS MONUMENTED AND OCCUPIED, 215.00

FEET; THENCE NORTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, 66.96 FEET TO A POINT ON A CURVE, BEING THE EASTERLY LINE OF SAID LOT, ALSO BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SAID LOT, BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED, BEING A CURVE CONCAVE SOUTH EAST, HAVING A RADIUS OF 374.43 FEET, A DISTANCE OF 228.67 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING

PARCEL 10C: THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 666.25 FEET AND ALSO EXCLUDING THAT PORTION LYING NORTH OF CENTER LINE OF CHICAGO AND PLAINFIELD ROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 IN DUPAGE COUNTY, ILLINOIS

PARCEL 10D: THE EAST 666.25 FEET (EXCEPT THE EAST 16 FEET THEREOF LYING NORTH OF THE CENTER LINE OF OLDFIELD ROAD) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5 (EXCEPT THE SOUTH 1027.81 FEET THEREOF) IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10E: THAT PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF TRACT TWO IN DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1 OF PART OF THE EAST 1/2 OF SAID NORTH EAST 1/4, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464508, WHICH POINT IS NORTHEASTERLY OF THE SOUTH CORNER OF SAID TRACT TWO A DISTANCE OF 655.11 FEET MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO, FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF TRACT TWO A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT TWO A DISTANCE OF 23.12 FEET; THENCE WEST TO A POINT IN THE WEST LINE OF THE EAST 16 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, AFORESAID (ALSO KNOWN AS THE EAST 16 FEET OF LOT 7 OF THE PARTITION PLAT OF JESSIE E. OLDFIELD ESTATE) THAT IS 624.43 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 16 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE EAST ALONG THE NORTH LINE OF SECTION 5 TO THE NORTH EAST CORNER OF TRACT TWO, AFORESAID; AND THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

EXHIBIT "A"

ORDINANCE NO. _____

PARCEL 10F: THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY BEGINNING AT A POINT IN THE WEST LINE OF SAID TRACT 3, 655.11 FEET NORTHEASTERLY FROM THE SOUTH WEST CORNER OF SAID TRACT 3 (SAID SOUTH WEST CORNER BEING IN THE CENTER LINE OF OLDFIELD ROAD);

THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 3, 50.0 FEET TO A POINT IN THE EAST LINE OF THE WEST 50 FEET OF SAID TRACT 3; THENCE NORTHEASTERLY ON SAID EAST LINE OF SAID WEST 50.0 FEET OF SAID TRACT 3, 691.56 FEET TO THE NORTH LINE OF SAID TRACT 3; THENCE WESTERLY ON SAID NORTH LINE 52.77 FEET TO THE NORTH WEST CORNER OF SAID TRACT 3; THENCE SOUTHWESTERLY ON SAID WEST LINE 674.69 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10G: EASEMENT FOR THE BENEFIT OF PARCELS 10D, 10E AND 10F FOR INGRESS AND EGRESS AS CREATED BY TRUSTEE'S DEED MADE BY SOUTH HOLLAND TRUST AND SAVINGS BANK OF SOUTH HOLLAND, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1970 AND KNOWN AS TRUST NUMBER 1417, TO STANLEY MALIK AND MYRTLE MALIK, HIS WIFE, DATED OCTOBER 20, 1975 AND RECORDED NOVEMBER 25, 1975 AS DOCUMENT R75-65898 OVER THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID TRACT 3 AND RUNNING THENCE NORTHEASTERLY ON THE WEST LINE OF SAID TRACT 3, 655.11 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 50.0 FEET TO THE EAST LINE OF SAID WEST 50.0 FEET; THENCE SOUTH ON SAID EAST LINE, 667.98 FEET TO THE CENTER LINE OF PLAINFIELD ROAD (SOUTH LINE OF TRACT 3); THENCE NORTHWESTERLY ON SAID CENTER LINE 51.63 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Said property is also described as Gallagher & Henry's Tara Hill Units One and Two, being subdivisions of part of the Northeast Quarter of Section 5, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plats thereof recorded May 15, 1990 as Documents R90-58421 and R90-58422, in DuPage County, Illinois.

The approximate street location of said area is generally as follows: North of I-55, east of Lemont Road, north and south of Oldfield Road and west of Andrus Road and Ruth Drive.

10-05-200-018	10-05-202-014
10-05-200-014	10-05-202-015
10-05-200-020	10-05-202-020
10-05-200-010	10-05-202-021
10-05-200-011	10-05-203-023

AGENDA MEMO**City Council****December 6, 2010****ISSUE STATEMENT**

Approval of a shared cost policy, see attached, that will allow the City to contribute to repair private storm sewer infrastructure at a not to exceed cost of \$5,000.00. The level of participation would require that the below parties would be responsible for the initial costs:

Outlots - \$1,000.00
Multi-family - \$2,500.00
Commercial - \$3,000.00

POLICY**BACKUP****BACKGROUND**

At the November 1, 2010 City Council Meeting, Mayor Weaver asked the Committee to review the City's involvement in the maintenance of privately owned storm sewers and detention/retention basins within developments.

Recently, Mr. Robert Scatena, Board Member for the Sawmill Creek HOA, had contacted Mayor Weaver and Alderman Marchese requesting that the City participate financially in the repair of a storm sewer located within Sawmill Creek. The storm sewer is privately owned by the homeowners association. Greg Spiers, Manager for the Sawmill Creek Homeowners Association, had contacted staff in 2009 regarding an inlet that has held water indefinitely after a storm event. City staff had identified the problem and forwarded Mr. Spiers company contacts to fix it. The City staff was recently notified by Mr. Spiers suggesting that the City should take action to correct the problem. Staff did provide further assistance and confirmed there were tree roots within a storm sewer. Staff followed up with Mr. Spiers by supplying companies that would be able to assist them in fixing the problem.

City staff currently assists all private homeowners associations and commercial property owners with private storm sewer infrastructure related issues. The assistance is offered through minor troubleshooting and providing resources to repair the problem. An ongoing concern is that some homeowners associations and individual residents are not familiar with storm sewer maintenance.

In the event of an emergency, City staff will intervene and enter private property to make temporary or permanent repairs to prevent the flooding. The staff would then invoice the property owner. Staff considers an emergency as a structure threatened by flooding or a detention pond or retention pond holding storm water for more then 48 hours. This item will stay in effect and the appropriate cost share would be applied.

At their November 22, 2010, Municipal Services Committee meeting, they discussed the following options and recommends Proposal B:

Proposal A:

Maintain the current level of service. Staff will contact, evaluate, identify, consult and provide vendors to the property owner(s). If there is a (emergency) threat to a structure or a public safety concern City staff will

correct the deficiency and invoice the property owner.

Proposal B:

Introduce a cost share program that will allow the City to contribute financially an amount not to exceed \$5,000. The level of City participation would require the private property owner pay the initial cost as follows:

Outlots-\$1,000, -Multi-Family-\$2,500,- Commercial-\$3,000

All work exceeding the City's financial share would be the responsibility of the property owner. The City would evaluate the problem, solicit and approve the proposals and schedule the work. The City will also provide restoration with seed, sod or mulch material. Tree and fence replacement will not be included as a part of the cost share program. If there is a (emergency) threat to a structure or a public safety concern City staff will fix the problem and invoice the property owner per the proposed cost share.

The proposed cost share program will not include ongoing maintenance such as jetting, root cutting, televising and vacuuming of storm sewers. This item, if required will be inclusive of the cost share program and will not be reconsidered for a period of 10 years if the property owner(s) do not move forward with a project.

Proposal C:

Staff will contact, evaluate, identify, consult, entertain and sign the proposal. Scheduling and restoration will be at the property owner/s expense. Prior to the execution of the proposal funds must be received in the full amount by the City from the property owner or Association.

If the Council approves proposal B, the proposed program will require a new line item and budget appropriation for the FY11/12 Budget. Staff and Committee recommend an amount of \$20,000.00 for budget consideration.

Additionally, this review did not include single family properties since a program already exists to assist those residents.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends Proposal B.

ALTERNATE CONSIDERATION

Maintain Proposal A or defer item to budget review and discuss as an expansion item.

DECISION MODE

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.

Private Property-Development Storm Water Management Assistance Policy

The general intention of this policy is to provide all private homeowner associations and commercial property owners with private storm sewer infrastructure related issues assistance. The City recognizes that it has the right, but not the obligation to correct storm water drainage deficiencies that may exist within any detention/retention basins and drainage easements throughout neighborhoods.

The Mayor and City Council have determined that assisting in storm water improvements provides a public benefit and is a City service that the City will offer. Any assistance under this program will be applied in a consistent manner amongst residents, homeowners associations and private owners. It is also acknowledged that any assistance provided under this program will be reviewed on an annual basis in conjunction with the City budget.

Private Property-Development Storm Water Management Assistance Policy

The following will provide the guidelines for the City's involvement under this program:

1. This program applies to involvement in the maintenance of privately owned storm sewers and detention/retention basins within developments.
2. The Municipal Services Department will respond to the private owner's request to inspect troubled areas to determine the cause of any problem. City staff will use reasonable judgment in determining solutions to mitigate the drainage problem.
3. In accordance with this policy the City may assist in mitigating the private storm water concern by constructing an engineering/drainage remedy as long as the work is within an easement adjacent to the property/properties experiencing the problems.
4. The City will limit its participation to \$5,000 per project that can be in the form of staff time, materials, and outside contractor costs.
5. The City will require the resident/residents or owner/owners, homeowners associations benefiting from the project to participate in the fair share cost of the project in the following amounts:

Outlots - \$1,000.00
Multi-family - \$2,500.00
Commercial - \$3,000.00

The above designated amounts applied first to the expense of the project. The designated party would pay their fair share cost prior to the start of the project. All work exceeding the City's financial share would be the responsibility of the property owner/owners. The City would evaluate the problem, solicit and approve the proposals and schedule the work. The City will also provide restoration with seed, sod or mulch material. Tree and fence replacement will not be included as a part of the cost share program. If there is a (emergency) threat to a structure or a public safety concern City staff will fix the problem and invoice the property owner per the proposed cost share.

The proposed cost share program will not include ongoing maintenance such as jetting, root cutting, televising and vacuuming of storm sewers. This item, if required will be inclusive of the cost share program and will not be reconsidered for a period of 10 years if the property owner(s) do not move forward with a project.

6. The City may determine that storm water concerns are a direct result of an area home/landscaping blocking storm water flow. In these cases the City may require that the obstacles be removed prior to any participation.
7. The City will also use reasonable judgment in determining if the severity of the problem warrants any City work on behalf of the City. The City recognizes that after certain rainfalls detention and retention basins and drainage easements may hold water for a period of up to 72 hours. The City will also determine if the water problem is causing damage to a home and/or property or creating a public safety concern. The storm water problem must be causing a health, safety concern or damage to a structure or property.
8. Staff would authorize the work based on budget allocations by the Council.



Sawmill Creek
Homeowners Association
c/o Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811 Fax: 630 968-1890

August 23, 2010

Mr. Joseph A. Marchese
Alderman Ward Five
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: Common Sewer lines from City and Sawmill Creek HOA

Dear Mr. Marchese:

I am the property manager for Sawmill Creek Homeowners Association. We are contacting you about a storm sewer problem that is affected by the City connection to our sewer system. We have had constant problems with the manhole/sewer in the backyard of 1733 Wildwood Lane. This manhole has a sewer line that runs north about 100 feet to another manhole between 1735 and 1737 Wildwood Lane. We have rodded this line several times over the last few years; but it becomes a problem again every year. In prior years, we talked to your public works department who recommended National Power Rodding. They came out with a large jetter truck and charged us \$1,180.00. They jetted with a root cutter from the north manhole to the south manhole. They did get it open and the drain appeared to be working fine. However, they were not sure that the cause was roots. Afterwards, we had a plumbing company use video to find out where the inlet pipe to the first manhole comes from—what is the source of water. He found that the City street sewers from Lakeview Drive empty into our sewer system.

The drain worked fairly well until winter. Shortly after December, we started having problems again. Of course, this was in the middle of winter, compounded by snow and ice. We did contact Darien Public Works to look into the situation. I talked to Don in that department. A couple of guys came out to look at it with me. The next day or so they had a couple of their men sump the manhole to determine what the problem might be. They found mud and debris in the manhole. They thought there could be an ice plug in the sewer line as they could not find any direct problem at this point. Don then told me that it our problem because the manhole is beyond the City right of way easement.

August 23, 2010, Sawmill Creek HOA, Sewer line flooding, page 2

Since then we contacted National Power Rodding to again look at the problem because roots should not be a problem that soon after last year. This took some time because of the snow and related, continuous water filling up the manhole area. Last year, they did send someone out to look into the manhole with a video camera dropped into the manhole and pointed toward the sewer line. It was supposed to be able to look about 20 feet into the pipe without actually pushing a camera into the sewer pipe. They agreed to do this to determine if they had any liability to do the job over again without cost. Their determination was that there was some debris about 20 feet into the pipe, but could not say what exactly it might be. They thought it might be rock or cement material. Finally, they sent us a bid to do pipeline video inspection and to jet again for a rate of \$355 per hour, with a minimum price of \$1,420.00. This was unacceptable to us.

We feel that the City should get involved with this matter since City lines from Lakeview Drive feed into our manholes. Otherwise, the City should find another way to route their sewers away from ours. This situation should never have been allowed to begin with. Even when there is no rain or snow the south manhole will back up with water in it and overflow/flood this homeowner's back yard. When it does rain or snow, the water becomes a real problem creating flooding to the east and north of homes next to this line.

Don Gombao wrote in response to us last year that the City will not help us in any fashion (please see attached email letter). They will not even video the line, which Don did say he would do at one time.

We would like for you to help us at this point as the sewer line continues to be a problem this year, especially with the amount of rain we have had. Please contact me to discuss a course of action in order to resolve this problem we have in common. We look forward to hearing from you soon.

Sincerely,



Gregory B. Spiers
Property Manager

On Behalf of the Board of Directors

Mary Wintermute

From: Dan Gombac
Sent: Thursday, October 07, 2010 2:32 PM
To: Mary Wintermute
Subject: FW:
Attachments: FW: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; SCAN9182_000.pdf

Mary:

Would you pls print the att files and when completed please contact Bob Stelina at 630-910-4417 and let him know the docs are ready

Thanks

Daniel Gombac

Director of Municipal Services

630-353-8106

From: Dan Gombac
Sent: Wednesday, October 06, 2010 4:20 PM
To: Joe Marchese
Subject: FW:

Are you avail next Tues at 2:00 pm to meet with Greg Splers and Bob Statina on Lakeview Drive near the tennis courts regarding the drainage?

Daniel Gombac

Director of Municipal Services

630-353-8106

From: Dan Gombac
Sent: Wednesday, September 29, 2010 2:43 PM
To: 'G Splers'
Cc: Ashley Prueter; Joe Marchese; Dan Salvato; Bryon Vana; Kathy Weaver
Subject:

Good Afternoon Greg:

The following e-mail is in response to our telephone conversation on Sept 22, 2010 regarding your most recent letter to Alderman Marchese, dated August 23, 2010 (attached) and in reference to the ongoing storm sewer issue

from March/April 2009 within the Sawmill Creek Subdivision. As per our conversation City Staff will provide you the subdivision plans, and will schedule a meeting with representative(s) from the Homeowners Assoc Board, Alderman Marchese, and City Staff within the next two weeks to address all the attached items.

Attached, please find correspondences that we will be addressing at the future meeting. Please note that we do not have a Don working for the City, as mentioned in your letter. Please forward me the contact info for the designated board members as discussed.

Thanks

Mary Wintermute

From: Dan Gombac
Sent: Tuesday, April 28, 2009 10:05 AM
To: G Spiers
Cc: Dan Salvato; David Fell; dresendez@nationalpowerrodding.com
Subject: FW: Sawmill Creek HOA

Greg:

I suggest that the proposal state what the scope of work will be. Upon reviewing what was previously done, it is my opinion that there was a communication gap regarding the scope of work and how it was accomplished. Again, we are working with you to the furthest extent possible.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Monday, April 27, 2009 5:20 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Hi Dan,

This is not exactly what we were looking for. We already paid \$1,200 to them last year. Now, 1 year later we have the same problem, which actually started up back in January – so not even 1 year.

Their quote is still open ended, but better than what they were giving us recently. Their quote says preparatory jetting, but not root cutting, with primary focus on televising afterward. We do not feel that we should be getting this done at additional cost.

I have a meeting tomorrow night, April 28th. I will advise what they want to do.

Thanks for your help,
Greg Spiers

— Original Message —

From: ~~Dan Gombac~~
To: G Spiers
Cc: Dan Salvato ; David Fell ; dresendez@nationalpowerrodding.com
Sent: Monday, April 27, 2009 4:34 PM
Subject: RE: Sawmill Creek HOA

Greg:

I have spoken to National Power Rodding, they should have sent you a quote to root cut a 10-inch concrete sewer pipe for approximately 150-feet (see att). It is scheduled for Fri May 1, 2009. Please let me know if this is acceptable and pending if the jetter breaks through we will TV. Please confirm by Wed April 29, 2009.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Thursday, April 23, 2009 4:44 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Hi Dan,

I am sorry that I forgot to get back to you on this. National Power Rodding: The guy's name is John Manijak, Customer Service Representative. Their phone # is 312-666-7700, fax 312-666-5810. Their proposal # to us is: 09-250. I really doubt there is any kind of field report that was written. Hope you have better luck with them than we have had. As a city administrator, I am sure you would have more impact than we have.

On another point, you said we could have you video. Looks like the weather next week would be clear for Wed, Thurs, or Fri. Is it possible we could do this one of those days so we can move this along? Let me know so I can line up our guy to clear the drains of water. Let me when and time we could do this.

Thanks so much for your help.

Greg Spiers
for Sawmill Creek

----- Original Message -----

From: Dan Gombac
To: G Spiers
Sent: Thursday, April 09, 2009 9:57 AM
Subject: RE: Sawmill Creek HOA

Forward me the contact. I will contact them.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Wednesday, April 08, 2009 5:34 PM
To: Dan Gombac
Cc: Dan Salvato; Bryon Vana
Subject: Re: Sawmill Creek HOA

Hi Dan,

There was no actual field report from National Power Rodding. None, when original rodding done last year and none from the cursory video they did couple of weeks ago. I do not believe they will be of any further help to us. As I indicated in my original letter to you. They want to charge us to do more work. They are basically saying they have no liability for their initial work.

So, I will discuss this with my Board and let you know what we want to do. However, if they want to go forward with the video that you would do, how do I set this up? Who do I coordinate this with, as I would need to get our men out there to drain down the manhole again.

Thanks,
Greg Spiers

----- Original Message -----

From: Dan Gombac
To: G Splers
Cc: Dan Salvato ; Bryon Vana
Sent: Wednesday, April 08, 2009 9:18 AM
Subject: RE: Sawmill Creek HOA

See below

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Splers [mailto:gregsplers@comcast.net]
Sent: Tuesday, April 07, 2009 6:59 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Dan,

Thank you for your response. I am not sure what you mean by "assisting" in the video. Does that mean that you will actually do the video or have us do the video?

We will video w/ our equipment

If we do the video, does that mean that you will help pay for the video? I also understand the drain must be fairly empty. Does that mean that you will do the video, if we provide the personnel to empty the drain at the time and at our expense? Yes

What are the next steps with your department?

Provide the field report from National Power Rodding so we may evaluate. Upon assessment we may request that you setup meeting w/ National to assure they performed to their commitment. Could you be more specific?

Tom Allegretti is the Board President. However, I am not sure whether he would like his personal address used. In the meantime, please feel free to use his name c/o of our office. When I get correspondence like this, I will make copies for all of the Board members. That will move things along.

Wanted to confirm that your board was being copied.

Thanks again for your help.

Greg Splers
Property Manager

----- Original Message -----

From: Dan Gombac
To: G Splers
Cc: Bryon Vana ; Dan Salvato
Sent: Tuesday, April 07, 2009 4:34 PM
Subject: RE: Sawmill Creek HOA

See att response letter-we will send signed copy via US Postal service to your att. Please forward to my attention the contact info for President of the HOA. Thanks.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Monday, April 06, 2009 4:42 PM
To: Dan Gombac
Subject: Sawmill Creek HOA

Hi Dan,

Please review the attached letter concerning our storm sewer line that shares a common sewer with the City. We are experiencing severe water backup in a homeowners back yard. We need your help and input on this.

Thanks,

Greg Spiers
Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811

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April 7, 2009

Mr. Gregory Spiers
Union Management Co.
7414 Cass Avenue
Darien, IL 60561

Dear Mr. Spiers:

This letter is in response to your letter dated April 6, 2009, regarding a blocked storm sewer adjacent to the rear yard of 1733 Wildwood Lane. Mr. Dan Salvato, Superintendent of the Municipal Services Department has been in contact with you regarding corrective measures and had also informed me of the situation regarding the ongoing drainage concerns. The storm sewer serves the private subdivision and also facilitates upstream water from Lakeview Drive.

City Staff did not observe the work performed by National Power Rodding and cannot comment on the thoroughness of the cleaning. The existing pipe is a 10-inch reinforced concrete pipe, requiring a 10-inch root cutter. Again, we are unaware of the size of the root cutter utilized and jet cleaning operation. A field report should have been provided to your onsite maintenance representative. You had indicated that the camera identified rock and concrete debris. City Staff would question the cleaning operation performed by National Power Rodding as these items should have been removed and/or the root cutter would have lodged against them during the operation.

Your letter suggests that the City should seek an alternative route for storm water runoff that flows through the Sawmill Creek Subdivision. The City of Darien will not reroute the storm sewer as it also serves the subdivision. Please note, the developer and engineers for the subdivision had planned for accepting upstream storm water as part of the subdivision improvements.

The City of Darien would be willing to review the work performed by National Power Rodding and facilitate an onsite meeting. During our recent field review, City Staff believes that the tree roots are embedded within the concrete pipe, through the pipe joints. While a 10-inch root cutter is the conventional tool that should be utilized, there are situations that the root cutter may not be able to break through. Alternative solutions such as bucketing may be required. Should neither methods correct the situation the pipe would require removal and replacement. Prior to the televising of any storm sewer it is required that pipe be a minimal of fifty percent clear with a

Mr. Gregory Spiers
April 7, 2009
Page 2

firm bottom. The Municipal Services Department will assist in televising the line providing that the above-mentioned condition is met. The City of Darien will not accept any financial responsibility regarding the private storm sewer.

Should you require additional assistance regarding this matter, please feel free to contact me at

Sincerely,
CITY OF DARIEN

Daniel Gombac
Director of Community Development/Municipal Services

Att

Cc: Kathleen Weaver, Mayor
Bryon Vana, City Administrator
Joseph Marchese, Alderman Ward 5
Michael Griffith, Senior Planner
Daniel Salvato, Superintendent of Municipal Services

Ashley Prueter

From: Dan Salvato
Sent: Tuesday, April 07, 2009 2:59 PM
To: Ashley Prueter; Dan Gombac
Subject: RE: Sawmill Creek

I had Rich go measure to confirm pipe dia.

.....It is a 10 in rcp please change the letter in two more places also where it says root cutter to be 10 in

The rear yard today is holding water at least a few inches over the manhole it may be possible to send the push camera in on the North (other) end but would be better to go both ways due to the distance of the push.

Daniel J. Salvato

Superintendent
City of Darien Municipal Services
Phone: (630) 353-8105
Cell: (630) 417-2773

From: Ashley Prueter
Sent: Tuesday, April 07, 2009 11:54 AM
To: Dan Salvato
Subject: Sawmill Creek

Please review attached and provide comments.

Ashley Prueter
City of Darien Municipal Services
630-353-8105



Sawmill Creek
Homeowners Association
c/o Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811 Fax: 630 968-1890

April 6, 2009

Mr. Dan Gombac
Director of Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: Common Sewer lines from City and Sawmill Creek HOA

Dear Mr. Gombac:

As you probably remember, I am the property manager for Sawmill Creek Homeowners Association. We are contacting you about a storm sewer problem that is affected by the City connection to our sewer system. We have had constant problems with the manhole/sewer in the backyard of 1733 Wildwood Lane. This manhole has a sewer line that runs north about 100 feet to another manhole between 1735 and 1737 Wildwood Lane. We have rodded this line several times over the last few years; but it becomes a problem again every year. Last year, we talked to your public works department who recommended National Power Rodding. They came out with a large jetter truck and charged us \$1,180.00. They jetted with a root cutter from the north manhole to the south manhole. They did get it open and the drain appeared to be working fine. However, they were not sure that the cause was roots. Afterwards, we had a plumbing company use video to find out where the inlet pipe to the first manhole comes from—what is the source of water. He found that the City street sewers from Lakeview Drive empty into our sewer system.

The drain worked fairly well until this winter. Shortly after December, we started having problems again. Of course, this was in the middle of winter, compounded by snow and ice. We did contact Darien Public Works to look into the situation. I talked to Don in that department. A couple of guys came out to look at it with me. The next day or so they had a couple of their men sump the manhole to determine what the problem might be. They found mud and debris in the manhole. They thought there could be an ice plug in the sewer line as they could not find any direct problem at this point. Don then told me that it our problem because the manhole is beyond the City right of way easement.

Since then we contacted National Power Rodding to again look at the problem because roots should not be a problem that soon after last year. This took some time because of the snow and related,

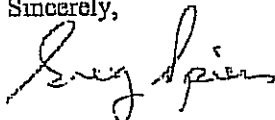
April 6, 2009, Sawmill Creek HOA, Sewer line flooding, page 2

continuous water filling up the manhole area. They did send someone out to look into the manhole with a video camera dropped into the manhole and pointed toward the sewer line. It was supposed to be able to look about 20 feet into the pipe without actually pushing a camera into the sewer pipe. They agreed to do this to determine if they had any liability to do the job over again without cost. Their determination was that there was some debris about 20 feet into the pipe, but could not say what exactly it might be. They thought it might be rock or cement material. Finally, they sent us a bid to do pipeline video inspection and to jet again for a rate of \$355 per hour, with a minimum price of \$1,420.00. This was unacceptable to us.

We feel that the City should get involved with this matter since your lines feed into our manholes. Otherwise, the City should find another way to route their sewers away from ours. This situation should never have been allowed to begin with. Even when there is no rain or snow the south manhole will back up with water in it and overflow/flood this homeowner's back yard. When it does rain or snow, the water becomes a real problem creating flooding to the east and north of homes next to this line.

Please contact me to discuss a course of action in order to resolve this problem we have in common. We look forward to hearing from you soon.

Sincerely,



Gregory B. Spiers
Property Manager
On Behalf of the Board of Directors