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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

March 7, 2011

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — February 22, 2011
6. Receiving of Communications
7. Mayor's Report
  - A. Consideration of a Motion to Approve a Resolution to Oppose Program Cuts to Argonne National Laboratory
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — 10-11-18
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business

15. Consent Agenda
  - A. Consideration of a Motion to Approve the Release of Executive Minutes that no Longer Require Confidentiality
  - B. Consideration of a Motion to Approve a Resolution Approving and Publishing the Updated City of Darien Official Zoning Map (2011)
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Associated Technical Services (ATS), for the 2010-11 Water Leak Survey In An Amount Not To Exceed \$14,208.48
  - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement between the City of Darien and the County of DuPage for Mowing Along County Road and Right of Ways
  
16. New Business
  - A. Consideration of a Motion to Approve an Ordinance Abating Property Tax Heretofore Levied by Ordinance O-26-06
  
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
  
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE FEBRUARY 22, 2011 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:15 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**FEBRUARY 22, 2011**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Boy Scout Packs 99 and 101 led the Council and audience in the Pledge of Allegiance.

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

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

Absent: Sylvia McIvor

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

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

5. **APPROVAL OF MINUTES** – February 7, 2011

It was moved by Alderman Avci and seconded by Alderman Galan to approve the minutes of the February 7, 2011 meeting.

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

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

Mayor Weaver received kudos from Father Gavin Quinn and Ken Martorelli on the snowplowing efforts performed by Municipal Services during and following the recent blizzard.

7. **MAYOR'S REPORT**

**A. DARIEN CHAMBER OF COMMERCE REPORT**

Clare Bongiovanni, Business Outreach Coordinator of the Darien Chamber of Commerce, announced new Chamber Members Chinwalla Periodontics and Platinum Endeavors, LLC. Ms. Bongiovanni provided a report on the recent and upcoming programs and events of the Darien Chamber of Commerce. Ms. Bongiovanni introduced Tim Warner of Edward Jones.

Tim Warner provided a brief personal history and a summary of the services his company provides.

Ms. Bongiovanni introduced Cynara Crespo, the Facility Manager of Safeguard Self Storage.

Cynara Crespo provided information on the self storage facility located at 8131 Lemont Road.

Mayor Weaver read into the record the Resolution Recognizing Robert G. Klein as the 2011 Citizen of the Year in the City of Darien.

It was moved by Alderman Gattuso and seconded by Alderman Marchese to approve the following resolution as presented:

**B. RESOLUTION NO. R-15-11                      CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION RECOGNIZING ROBERT G. KLEIN AS THE 2011 CITIZEN OF THE YEAR IN THE CITY OF DARIEN**

Roll Call:            Ayes:            Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer, Weaver, Dubman, Coren, Murphey, Vana

                         Nays:            None

Results: Ayes 12, Nays 0, Absent 0

**MOTION DULY CARRIED**

Mayor Weaver presented Robert G. Klein with the 2011 Citizen of the Year Plaque and Resolution No. R-15-11 honoring him as the 2011 Citizen of the Year, and thanked him for his service to the community.

There was a resounding round of applause from the City Council Members and the audience.

Mayor Weaver advised that the plaque and resolution will be presented to Robert G. Klein again at the March 5, 2011 Citizen of the Year Dinner/Dance.

Robert G. Klein thanked the Mayor, City Council, and the Citizen of the Year Committee for the honor.

**C. CITIZEN OF THE YEAR COFFEE AND CAKE RECEPTION**

Mayor Weaver invited all to stay and attend the Coffee and Cake Reception honoring the 2011 Citizen of the Year Robert G. Klein at the conclusion of this evening's meeting.

Alderman Gattuso added that tickets for the 2011 Citizen of the Year Dinner Dance on March 5, 2011 are still available.

**8. CITY CLERK'S REPORT**

Deputy Clerk Dubman...

...invited all to attend Coffee with the Mayor on Saturday, March 19, 2011 at Carmelite Carefree Village.

...announced that the first day for mail-in or in-person absentee voting for the April 5, 2011 Consolidated Election is on February 24, 2011.

9. **CITY ADMINISTRATOR’S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

There were none.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 10-11-17**

It was moved by Alderman Schauer and seconded by Alderman Gattuso to approve payment of Warrant Number 10-11-17 in the amount of \$90,212.18 from the General Fund; \$203,267.56 from the Water Fund; \$49,311.91 from the Motor Fuel Tax Fund; \$110.14 from the Darien Area Dispatch Fund; \$32,849.08 from the Capital Improvement Fund; \$219,433.22 from the General Fund Payroll for the period ending 02/10/2011; \$23,128.59 from the Water Fund Payroll for the period ending 02/10/2011; \$26,927.55 from the D.A.D.C. Fund Payroll for the period ending 02/10/2011 for a total to be approved of \$645,240.23.

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

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. TREASURER’S MONTHLY REPORT – JANUARY, 2011**

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of January, 2011: General Fund Revenue \$10,046,935; General Fund Expenditures \$9,847,875; Current General Fund Balance \$3,447,784; Water Fund Revenue \$3,761,200 Water Fund Expenditures \$2,754,487; Current Water Fund Balance \$1,218,956; Motor Fuel Tax Fund Revenue \$569,864; Motor Fuel Tax Fund Expenditures \$396,181; Current Motor Fuel Tax Fund Balance \$124,940; Water Depreciation Fund Revenue \$2,449; Water Depreciation Fund Expenditures \$609,128;

Current Water Depreciation Fund Balance \$134,035; Capital Improvement Fund Revenue \$1,902,109; Capital Improvement Fund Expenditures \$2,160,900; Current Capital Improvement Fund Balance \$256,473; Capital Projects Debt Service Fund Revenue \$105,536; Capital Projects Debt Service Fund Expenditures \$147,285; and a current fund balance of \$2,195.

12. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** — Alderman Poteraske announced that continuation of the Administrative Finance Committee of the Whole Meeting Budget Review will take place on Wednesday, February 23, 2011 at 6:30 P.M. in the Council Chambers.

13. **QUESTIONS AND COMMENTS — AGENDA RELATED**

Matt Goodwin of the VFW presented Robert G. Klein with a life membership to the National Home for Children.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

**A. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF UNBUDGETED FUNDS FOR THE SUPPLY AND INSTALLATION OF SYSTEM 4000 TELEMETRY SIREN CONTROLLERS COMPATIBLE WITH THE SIREN ENCODER AT DU-COMM**

**B. ORDINANCE NO. O-04-11                      CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN**

**C. RESOLUTION NO. R-16-11**

**CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ACCEPTING A PROPOSAL FROM DAS ENTERPRISES INC. TO PROVIDE TRUCKING SERVICES AT A RATE OF \$80.00 PER HOUR FOR SERVICES RELATING TO HAULING WASTE FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012**

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

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

16. **NEW BUSINESS**

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

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

Alderman Avci announced The Darien Rotary Club will be conducting their 2011 Charity Auction on Saturday, March 19, 2011 at Ashton Place at 6:00 P.M. The \$60 ticket includes an open bar and full course meal. The Darien Rotary Club is seeking donations and auction items.

Mayor Weaver added that one of the auction items offered at this event is a Dinner with the Mayor.

18. **ADJOURNMENT**

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



**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 7:59 P.M.

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Mayor

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Deputy 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 02-22-11.  
Minutes of 02-22-11 CCM

# CITY OF DARIEN

## Memorandum

**TO:** City Council, Clerk, Treasurer

**FROM:** Kathleen Weaver, Mayor

**DATE:** March 2, 2011

**RE:** A [RESOLUTION](#) TO OPPOSE PROGRAM CUTS TO ARGONNE NATIONAL LABORATORY

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The Council is aware of the proposed federal spending cuts at Argonne National Laboratory. Argonne employs 3,200 people and the spending cut could force Argonne to lay off more than 1,000 employees and shut down some of its facilities. Another 2,000 jobs as contractors and subcontractors for the Darien-area lab also would be lost. Argonne estimates that 83 of its employees are Darien residents. Many of the employees at Argonne also support our local businesses and the loss of those employees would hurt Darien economically.

The negative impacts of spending cuts at Argonne also reach further than Darien. U.S. Senator Dick Durbin, who spoke out against proposed funding cuts, said \$2 billion in cuts to scientific research also would have a devastating effect on U.S. efforts to keep pace with the rest of the world in technology. If we don't invest in research and innovation, Durbin said, we are not going to have the new businesses, the new opportunities and the new manufacturing that America needs.

Attached is a resolution that will be on Monday night's Council agenda opposing cuts to Argonne. We will also allow residents to e-mail, call or write in support of this resolution and will include their comments to their elected federal representatives, Congresswoman Judy Biggert and Senators Richard Durbin and Mark Kirk. Feel free to call me if you have any additional questions.

## **A RESOLUTION TO OPPOSE PROGRAM CUTS TO ARGONNE NATIONAL LABORATORY**

WHEREAS, Argonne National Laboratory is located next to the City of Darien; and

WHEREAS, Argonne National Laboratory has been a good neighbor, participating in community round table events, supporting Darien residents in their employment at Argonne, and hosting community events and an open house that further the education of our children; and

WHEREAS, Argonne has made significant contributions to United States energy security, economic security and national security; and

WHEREAS, Argonne was ranked as one of the best places in the country for post doctorate graduates to work; and

WHEREAS, numerous Argonne workers have won prestigious awards in their individual fields of work, too many to list individually; and

WHEREAS, these researchers have made significant contributions to a variety of fields, innovating and improving technology that improves the quality of life for everyone; and

WHEREAS, the House of Representatives is considering a 50% cut in energy efficiency programs and a 20% cut in the Department of Energy's Office of Science; and

WHEREAS, these cuts would force more than 1,000 layoffs at Argonne, and reductions in procurement would drive the loss of some 2,000 jobs for contractors and sub-contractors; and

WHEREAS, Argonne National Laboratory is in Chicago-Joliet-Naperville region with 9.3% unemployment in December 2010; and

WHEREAS, the loss of these jobs would be devastating to both the City of Darien and the region, with laid off employees moving out of the area and reduced revenues for businesses supported by these employees; and

WHEREAS, shutdowns of the world-renowned scientific facilities would affect thousands of users who come to Argonne from universities and private companies around the world, resulting in substantial losses for hotels, restaurants and other local businesses; and

WHEREAS, the competitiveness of the United States of America is reliant upon the discovery of technology that takes place in our national laboratories, including Argonne National Laboratory;

**NOW, THEREFORE, BE IT RESOLVED,**

**Section 1**

The City of Darien is opposed to the program cuts at Argonne National Laboratory that would reduce energy efficiency programs by 50% and the Office of Science by 20%.

**Section 2**

The City Council directs this resolution be sent to federal representatives of the City of Darien, including Congresswoman Judy Biggert and Senators Richard Durbin and Mark Kirk.

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

**ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

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

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

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

**ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

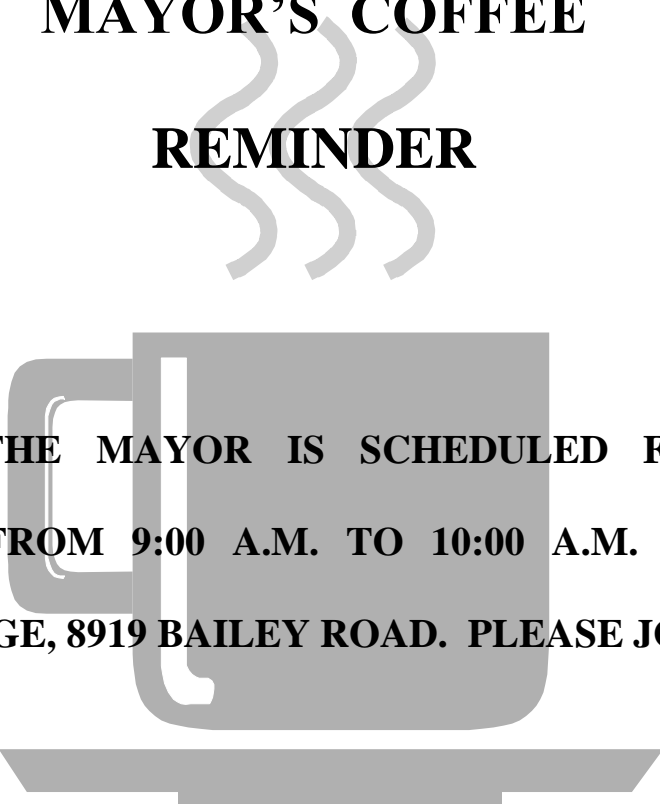
APPROVED AS TO FORM:

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

# City of Darien

## **MAYOR'S COFFEE**

### **REMINDER**



**COFFEE WITH THE MAYOR IS SCHEDULED FOR SATURDAY,  
MARCH 19, 2011 FROM 9:00 A.M. TO 10:00 A.M. AT CARMELITE  
CAREFREE VILLAGE, 8919 BAILEY ROAD. PLEASE JOIN US!**

**KATHLEEN MOESLE WEAVER  
MAYOR**

CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
March 7, 2011

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

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

General Fund		\$37,459.72
Water Fund		\$20,351.64
Motor Fuel Tax Fund		\$4,502.18
Water Depreciation Fund		
Darien Area Dispatch Fund		\$1,422.25
Capital Improvement Fund		\$2,430.00
Debt Service Fund		
Special Service Area Tax Fund		
Drug Forfeiture Fund		
	<b>Subtotal:</b>	<b>\$ 66,165.79</b>

General Fund Payroll	02/24/11	\$ 212,776.38
Water Fund Payroll	02/24/11	\$ 18,949.74
D.A.D.C. Payoll	02/24/11	\$ 32,883.80
	<b>Subtotal:</b>	<b>\$ 264,609.92</b>

<b>Total to be Approved by City Council:</b>	<b>\$ 330,775.71</b>
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Approvals:

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

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Joanne F. Coleman, City Clerk

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

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

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Administration  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	JANUARY 2011 COMPUTER SUPPORT	Consulting/Professional	3,952.50	4325
AWARD EMBLEM COMPANY	2011 CITIZEN OF THE YEAR PLAQUE	Public Relations	80.13	4239
CALL ONE, INC.	PHONE AND DATA LINES	Telephone	2,680.39	4267
CBS MESSENGER SERVICE, INC.	SHIPPING FOR RETURNED TONER CARTRIDGES	Postage/Mailings	12.32	4233
FedEx	SHIPPING CHARGES	Postage/Mailings	50.50	4233
HR SIMPLIFIED	JANUARY 2011 COBRA NOTIFICATIONS	Liability Insurance	25.00	4219
MIDWEST LASER SPECIALIST	COLOR LASER PRINTER REPAIR	Maintenance - Equipment	104.00	4225
MIDWEST LASER SPECIALIST	COMPATIBLE TONER CARTRIDGE	Maintenance - Equipment	69.99	4225
MUNICIPAL WEB SERVICES	DECEMBER 2010 WEBSITE SERVICES	Consulting/Professional	582.50	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,980.76	4267
OFFICE DEPOT	SUPPLIES	Supplies - Office	50.49	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	65.96	4253
OFFICE DEPOT	PRINTER CARTRIDGES FOR HP5500	Supplies - Office	756.90	4253
OFFICE DEPOT	SUPPLIES P.W. & ADMIN	Supplies - Office	51.12	4253
PETTY CASH	CITY HALL PETTY CASH REIMBURSEMENT	Travel/Meetings	14.25	4265
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	112.78	4219
ROSENTHAL, MURPHEY, COBLENTZ	PUBLIC WORKS UNION	Liability Insurance	157.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	420.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	INLAND	Liability Insurance	157.50	4219
RYDIN DECAL	2011-2012 BUSINESS LICENSE DECALS	Printing and Forms	528.69	4235
THOMAS ROOFING CO.	ROOF REPAIR AT 7515 S. CASS	Maintenance - Building	670.00	4223

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Administration  
From 2/23/2011 Through 3/7/2011

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Administration	12,523.28	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	2011 ZONING MAP UPDATE	Printing and Forms	613.39	4235
CHRISTOPHER B. BURKE ENG, LTD	REIMBURSABLE ENGINEERING SERVICES - 1133 JAMES PETER COURT	Conslt/Prof Reimbursable	100.00	4328
PETTY CASH	CITY HALL PETTY CASH REIMBURSEMENT	Boards and Commissions	65.00	4205
ROSENTHAL, MURPHEY, COBLENTZ	ZONING	Liability Insurance	52.50	4219
		Total Community Development	830.89	

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ACCURATE TANK TECHNOLOGIES	REPAIR TANK LEVEL GAUGE	Maintenance - Building	134.50	4223
AIR-RITE HEATING & COOLING	REPAIR FURNACE AT PUBLIC WORKS	Maintenance - Building	185.86	4223
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	557.10	4229
CHICAGO INTERNATIONAL TRUCKS	TRUCK #109 REPAIR PARTS	Maintenance - Vehicles	152.19	4229
CINDY SEVIER	MAILBOX REIMBURSEMENT	Supplies - Other	63.71	4257
CINTAS FIRST AID AND SAFETY COM ED	FIRST AID SUPPLIES	Liability Insurance	109.48	4219
	STREET LIGHT CHARGES - 0 2510 ABBEY DRIVE, LOT 278 DARIEN	Street Light Oper & Maint.	1,680.63	4359
COM ED	2510 ABBEY DR, LOT 278 DARIEN ACCT 0448008035	Street Light Oper & Maint.	563.81	4359
COM ED	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	10.43	4359
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.20	4223
EXELON ENERGY INC.	STREET LIGHTS	Street Light Oper & Maint.	1,948.52	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - 7 LOCATIONS	Street Light Oper & Maint.	469.00	4359
JIM RIZZO	MAILBOX REPLACEMENT REIMBURSEMENT	Supplies - Other	65.00	4257
LAWSON PRODUCTS INCORPORATED	REPAIR PARTS/FITTINGS	Maintenance - Equipment	478.08	4225
MEADE ELEC. COMPANY, INC.	RESET TRAFFIC SIGNAL AT 419 PLAINFIELD	Street Light Oper & Maint.	786.00	4359
MID-TOWN PETROLEUM, INC.	5W30 & 5W40 OIL	Maintenance - Equipment	888.43	4225

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NICOR GAS	1041 S. FRONTAGE ROAD, DARIEN - ACCT 90841110001	Utilities (Elec, Gas, Wtr, Sewer)	896.27	4271
OFFICE DEPOT	SUPPLIES P.W. & ADMIN	Supplies - Office	15.32	4253
PATTEN INDUSTRIES, INC.	REPAIR PARTS	Maintenance - Vehicles	142.53	4229
PETTY CASH	CITY HALL PETTY CASH REIMBURSEMENT	Training and Education	21.81	4263
ROBERT L. SANSFIELD	RATCHET & OIL FILTER WRENCE	Small Tools & Equipment	299.75	4259
WHOLESALE DIRECT, INC.	PUBLIC WORKS TRUCK REPAIR PARTS	Maintenance - Vehicles	710.97	4229
		Total Public Works, Streets	10,250.59	

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIR-RITE HEATING & COOLING	REPLACE YORK IGNITION CONTROL D2/7 POLICE DEPT	Maintenance - Building	408.44	4223
AIR-RITE HEATING & COOLING	EF5 BELT REPLACEMENT ON POLICE DEPT HEATING SYSTEM	Maintenance - Building	279.00	4223
ANDAX	UNIFORM ALLOWANCE - G. PICCOLI	Uniforms	227.84	4269
ARBORETUM VIEW ANIMAL HOSPITAL	VETERINARIAN SERVICES	Maintenance - Equipment	695.77	4225
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	385.78	4229
CREATIVE PRODUCTING SOURCING	CLASSROOM SUPPLIES	Public Relations	489.55	4239
DAVE MARZEWSKI	VISION SCREEN REIMBURSEMENT	Liability Insurance	49.00	4219
DRIVERS LICENSE GUIDE COMPANY	2011 I.D. CHECKING GUIDE - ONE YEAR SUBSCRIPTION	Dues and Subscriptions	329.00	4213
EMERGENCY VEHICLE TECHNOLOGIES	INOPERATIVE SIREN REPAIR	Maintenance - Vehicles	15.30	4229
EMERGENCY VEHICLE TECHNOLOGIES	REPAIR ON D3	Maintenance - Vehicles	25.00	4229
GALLS, AN ARAMARK COMPANY	SWAT EXPENSES REIMBURSED BY FIAT	Uniforms	169.99	4269
I.D.E.O.A.	IDEOA TRAINING CONFERENCE APR 6-8-2011 -M. BOZEK W. FOSTER	Maintenance - Vehicles	470.00	4229
I.R.M.A.	JANUARY 2011 DEDUCTIBLE	Liability Insurance	3,107.06	4219
IL CRISIS NEGOTIATOR'S ASSOC.	CRISIS NEGOTIATION TRAINING SEMINAR - J. TOPEL & G. CHEAURE	Training and Education	500.00	4263
ILLINOIS PROSECUTOR SERVICES	THREE ICOG BINDER 2 VOLUME SETS	Dues and Subscriptions	555.00	4213

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LAW ENFORCEMENT RECORDS MGRS	MEMBERSHIP DUES - JOHN COOPER, DEPUTY POLICE CHIEF	Dues and Subscriptions	25.00	4213
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	81.90	4265
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	42.95	4265
NORTHEAST MULTIREGIONAL TRNG	JAN 26-28, 2011 TRAINING - G. PICCOLI & G. CHEAURE	Training and Education	100.00	4263
PETTY CASH	CITY HALL PETTY CASH REIMBURSEMENT	Maintenance - Building	43.38	4223
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - COOPER	Uniforms	248.45	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - HELLMANN	Uniforms	47.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - SKALA	Uniforms	28.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - BISCHOFF	Uniforms	684.00	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - STOCK	Uniforms	76.45	4269
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - STOCK	Uniforms	54.92	4269
RCM DATA CORPORATION	HP 4600 MAINTENANCE KIT	Supplies - Office	282.98	4253
RICK HELLMANN	UNIFORM ALLOWANCE	Uniforms	7.58	4269
RIGGS BROS. OF DOWNERS GROVE	REPAIR OF FRONT SEAT - D6	Maintenance - Vehicles	235.00	4229
RIGGS BROS. OF DOWNERS GROVE	REPAIR OF BUCKET SEAT	Maintenance - Vehicles	327.00	4229
ROCKHURST UNIV ED CENTER	EXCEL TRAINING - CAROL KOPTA	Training and Education	154.00	4263
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	1,260.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	TOWING ORDINANCE	Liability Insurance	472.50	4219
SAM'S CLUB	SUPPLIES	Public Relations	6.88	4239
SAM'S CLUB	SUPPLIES	Travel/Meetings	52.76	4265

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
SHELL	GASOLINE - PAVELCHIK	Vehicle (Gas and Oil)	9.84	4273
SIRCHIE FINGER PRINT LABS	EVIDENCE TEST KITS	Investigation and Equipment	87.72	4217
STACY SHERMAN	UNIFORM ALLOWANCE	Uniforms	43.28	4269
TOM & JERRY TIRE AND SERVICE	TIRE REPAIR - SQUAD II	Maintenance - Vehicles	30.00	4229
ULTRA STROBE COMMUNICATIONS	TWO BATTERY ELIMINATOR KITS	Maintenance - Vehicles	379.85	4229
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	131.11	4223
USA MOBILITY	BI-ANNUAL RENT - PAGERS FOR RECORDS	Rent - Equipment	148.40	4243
ZARC INTERNATIONAL, INC.	PEPPER SPRAY	Investigation and Equipment	422.42	4217
		Total Police Department	13,192.00	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	REFUSE REMOVAL - 7515 S. CASS, UNIT D	Maintenance - Equipment	91.00	4225
COM ED	7515 S. CASS, UNIT D	Maintenance - Equipment	229.68	4225
COM ED	7515 S. CASS, UNIT BD	Maintenance - Equipment	121.52	4225
COM ED	7515 S. CASS, UNIT J	Maintenance - Equipment	64.76	4225
FIRE & SECURITY SYSTEMS, INC.	HERITAGE CENTER FIRE ALARM INSPECTION & MONITORING	Maintenance - Grounds	156.00	4227
		Total Business District	662.96	
		Total General Fund	37,459.72	

CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ACCURATE TANK TECHNOLOGIES	REPAIR TANK LEVEL GAUGE	Maintenance - Building	134.50	4223
AIR-RITE HEATING & COOLING	REPAIR FURNACE AT PUBLIC WORKS	Maintenance - Building	185.87	4223
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATE FOR CASS AVE & PLAINFIELD RD MAIN BREAK	Leak Detection	942.00	4326
CALL ONE, INC.	PHONE AND DATA LINES	Telephone	382.92	4267
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Equipment	161.96	4225
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	109.48	4219
COM ED	UTILITIES PLAINFIELD & MANNING ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	65.39	4271
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.21	4223
DUPAGE COUNTY DIV OF TRANSPORT	PERMIT FEE FOR MAIN BREAK AT 18W765 PLAINFIELD	Maintenance - Water System	100.00	4231
DUPAGE COUNTY DIV OF TRANSPORT	PERMIT FEE FOR MAIN BREAK AT CASS & PLAINFIELD	Maintenance - Water System	100.00	4231
EXELON ENERGY INC.	9S720 LEMONT ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	144.49	4271
EXELON ENERGY INC.	18W736 MANNING	Utilities (Elec,Gas,Wtr,Sewer)	97.01	4271
EXELON ENERGY INC.	1220 PLAINFIELD ROAD	Utilities (Elec,Gas,Wtr,Sewer)	1,583.54	4271
EXELON ENERGY INC.	LAKEVIEW & OAKLEY	Utilities (Elec,Gas,Wtr,Sewer)	32.58	4271
EXELON ENERGY INC.	87TH & RIDGE	Utilities (Elec,Gas,Wtr,Sewer)	240.17	4271
FORESTRY SUPPLIERS, INC.	METAL LOCATOR	Maintenance - Water System	671.93	4231
FORESTRY SUPPLIERS, INC.	METAL LOCATOR	Maintenance - Water System	668.93	4231
HD SUPPLY WATERWORKS	TRAVERSE CITY FIRE HYDRANT STEMS	Maintenance - Water System	1,452.00	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	170.20	4231



CITY OF DARIEN  
Expenditure Journal  
Water Fund  
Public Works, Water  
From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS	PUMP SUCTION HOSE AND ADAPTER	Maintenance - Water System	343.33	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	136.89	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	157.48	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP	Maintenance - Water System	136.89	4231
I.R.M.A.	JANUARY 2011 DEDUCTIBLE	Liability Insurance	2,017.24	4219
LAWSON PRODUCTS INCORPORATED	STAINLESS STEEL NUTS & BOLTS	Maintenance - Water System	465.06	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	371.40	4267
NICOR GAS	1041 S. FRONTAGE ROAD, DARIEN - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	896.27	4271
NICOR GAS	8600 LEMONT ROAD - ACCT 23644110001	Utilities (Elec,Gas,Wtr,Sewer)	352.55	4271
NICOR GAS	1897 MANNING DR., DARIEN - ACCT 12-34-41-1000 7	Utilities (Elec,Gas,Wtr,Sewer)	136.69	4271
NICOR GAS	1930 MANNING RD, DOWNERS GROVE - ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	364.66	4271
PDC LABORATORIES, INC.	WATER SAMPLE TESTING	Quality Control	2,865.00	4241
WATER RESOURCES, INC.	17 - 1 1/2 INCH METERS	Water Meter Purchases	4,794.00	4880
		Total Public Works, Water	20,351.64	
		Total Water Fund	20,351.64	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORTH AMERICAN SALT CO.	SALT	Salt	1,755.28	4249
QUARRY MATERIALS	COLD PATCH	Road Material	750.68	4245
QUARRY MATERIALS	COLD PATCH	Road Material	1,018.22	4245
SALCE, INC.	CA7 STONE	Road Material	978.00	4245
		Total MFT Expenses	4,502.18	
		Total Motor Fuel Tax	4,502.18	

CITY OF DARIEN  
 Expenditure Journal  
 Darien Area Dispatch Center  
 Darien Area Dispatch  
 From 2/23/2011 Through 3/7/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CALL ONE, INC.	PHONE AND DATA LINES	Telephone	765.83	4267
COMMUNICATION REVOLVING FUND DUPAGE COUNTY TREASURER	JANUARY 2011 LEADS	Data Processing	503.15	4336
	JANUARY 2011 DATA PROCESSING FEES - LISLE	Data Processing	29.47	4336
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	123.80	4267
		Total Darien Area Dispatch	1,422.25	
		Total Darien Area Dispatch Center	1,422.25	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 2/23/2011 Through 3/7/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DUKANE PRECAST, INC.	WORK ON SALT SHED	Equipment	2,430.00	4815
		Total Capital Fund Expenditures	2,430.00	
		Total Capital Improvement Fund	2,430.00	
Report Total			66,165.79	

AGENDA MEMO  
City Council  
Meeting Date: March 7th, 2011

ISSUE STATEMENT

Approval of recommendation releasing executive session minutes that no longer requires confidentiality.

[BACKUP](#)

BACKGROUND/HISTORY

Executive session minutes are required to be reviewed in six month cycles. The executive session minutes that no longer require confidentiality are then released as all other public meeting minutes are. Attached is a chart showing the minutes currently classified as confidential. The chart also shows minutes recommended for release. Minute dates noted with \* and **bold** are recommended for release. The executive session minutes are kept in the Clerk's office for your review.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends release of the minutes as shown in the attached chart.

ALTERNATE CONSIDERATION

Revise list of minutes to be released based on need to keep confidential.

DECISION MODE

This will be placed on the March 7<sup>th</sup>, 2011, City Council meeting for formal consideration.

**CURRENT UNRELEASED EXECUTIVE SESSION MINUTES**

	<b>2003</b>		
	May 5, 2003 –Litigation- first 3 paragraphs only		December 20 <sup>th</sup> , 2010 – sale or lease of real estate
	May 19, 2003 – Litigation – last paragraph only		
	<b>2004</b>		
	January 19, 2004 Litigation		
	April 5, 2004 – Litigation		
	<b>2009</b>		
*	June 15 <sup>th</sup> , 2009 – <b>Litigation (release page 2 only)</b>		
*	July 20 <sup>th</sup> , 2009 – <b>Litigation</b>		
	September 8 <sup>th</sup> , 2009 – Purchase of Real Estate- Coll Bargaining		
	October 5 <sup>th</sup> , 2009 – Sale or Lease of Real Estate		
*	November 2, 2009 - Litigation		
	Dec 7, 2009 – Purchase of Real Estate		
	<b>2010</b>		
	March 15, 2010- Litigation- Sale or Lease of Real Estate		
*	June 7, 2010 - Coll Bargaining		
	December 6, 2010 – sale or lease of real estate - litigation		

**\*- INDICATES DATE OF MINUTES RECOMENED FOR RELEASE.  
 ONLY THOSE SUBJECTS IN BOLD RECOMMENDED FOR RELEASE**

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: March 7, 2011**

**Issue Statement**

**Zoning Map:** Approval of the updated City of Darien Official Zoning Map for 2011.

**RESOLUTION**

**Overview/Discussion**

**The Municipal Services Committee considered this matter at their meeting on February 28, 2011. The Committee recommends approval of the updated Zoning Map for 2011.**

The draft ordinance is attached.

**Decision Mode**

The Municipal Services Committee considered this item at its meeting on February 28, 2011. The City Council will consider this item at its meeting on March 7, 2011.

**Additional Information**

**Issue Statement**

**Zoning Map:** Approval of the updated City of Darien Official Zoning Map for 2011.

**Description**

Illinois State Statute requires that each municipality publish a current Zoning Map by March 31<sup>st</sup> of each year. The Zoning Map must reflect all annexations and zoning changes approved during the previous calendar year.

The updated map includes all of the annexations and zoning activity that occurred in 2010.

Corrections have been made if errors were found. Specifically, a lot on Adams Street north of 75<sup>th</sup> Street was shown in the City, but we could not find a record of the lot being annexed (8S336 Adams Street).

**Recommendation**

**Staff recommends the Municipal Services Committee make a motion recommending approval of the updated Zoning Map.**

**Municipal Services Committee Review – February 28, 2011**

The Municipal Services Committee considered this matter at its meeting on February 28, 2011. The following members were present: Alderman Joseph Marchese – Chairman, Alderman John Galan, Alderman Ted Schauer, Dan Gombac – Director and Elizabeth Lahey – Secretary.

Dan Gombac, Director, noted that the updated map shows annexations, rezonings and other zoning changes that occurred in 2010.

**Without further discussion, Alderman Schauer made a motion to recommend approval of the updated Zoning Map for 2011, seconded by Alderman Galan.**

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



**A RESOLUTION APPROVING AND PUBLISHING THE UPDATED  
CITY OF DARIEN OFFICIAL ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as "[Exhibit A](#)" and made a part thereof, is a current zoning map showing zoning uses, divisions, restrictions, regulations, and classifications within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as Exhibit "A," correctly reflection zoning actions approved by the Corporate Authorities within the last calendar year.

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

**SECTION 1:** That the City hereby approves the zoning map, attached as "Exhibit A".

**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, DUPAGE COUNTY,**  
**ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,**  
**ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

ATTEST:

\_\_\_\_\_

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



**AGENDA MEMO**

**City Council**

**March 7, 2011**

**Issue Statement**

A resolution accepting a proposal from Associated Technical Services (ATS) for the 2010-11 Water Leak Survey, in an amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,208.48.

**RESOLUTION**

**Background/History**

The FY 10/11 Budget includes \$17,100.00 for the 2010-11 Water Leak Survey Program. The leak survey program as proposed by Associated Technical Services (ATS) includes two phases consisting of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the second phase includes the pinpointing of leaks found in the system. The proposed quote from ATS is structured in a fashion that the vendor is additionally motivated to find as many leaks as possible since the proposal is further driven on unit costs for pinpointing leaks. Based on leak detection results from 2000, 2002, 2003 and 2007 ATS had located an average of 15 various leaks per year whereas the competition has identified an average of 4 leaks for years 2008 and 2009. Should the City have 16 leaks pending the proposed expenditure, the cost for the program could be approximately an additional \$4,720 dollars for a total of approximately \$14,240. Should more leaks be identified the proposal is capped at a not to exceed \$14,208.48. The Staff had negotiated the capped limits with ATS and they have agreed to the limits for the City as well as the County Serf system. Staff does anticipate finding leaks, but the amount will not be known until the leak survey is completed. See attached Cost Summary labeled as [Attachment A](#). The annual water accountability (LMO report) has also increased approximately 1.6% per year since 2008.

The City entertained competitive leak detection quotes for the City's water system and the DuPage County SERF water system. It was the intention of the quote to obtain potential volume pricing and to engage a single vendor for both systems due to the proximity and interconnections of the two systems. This will provide consistency and continuity for both the City and the County. The City and the County worked together to formulate the quote request. In addition, both parties have reviewed the quote results and concur with the Issue Statement as presented. The County is working with their Procurement Division to work toward a potential contract award with ATS in the near future for leak detection within their system. Due to the results of the quote, they are also examining the ability of extending this contract to include other County owned water systems.

City staff had invited three vendors for competitive quotes and received two. ATS had a mathematical error in their proposal for DuPage County and was adjusted (see [Attachment B](#)). Based on the detection phase ATS is the lowest competitive quote for both agencies. Staff had contacted ATS to meet the price of the alternative vendor for the City portion detection phase and they have agreed to meet the competitors pricing schedule, see [Attachment A](#). Funding for the Water Leak Maintenance Program would be expended from the following line item of the FY10/11 Budget:

			YEAR TO		
--	--	--	---------	--	--

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10/11 BUDGET	DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	LEAK DETECTION	\$17,100.00	\$1,852.75	\$9,270- \$14,208.48	\$5,977.25- \$1,038.77

**Committee Recommendation**

The Municipal Services Committee recommends approval of the proposed resolution authorizing the City to expend funds for the 2010-11 Water Leak Survey, in the amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak, and \$95.00 per fire hydrant or mainline valve leak for a total not to exceed \$14,208.48 to Associated Technical Services. Associated Technical Services has provided very satisfactory services to the City of Darien and DuPage County in the past and is highly recommended.

**Alternate Consideration**

Not approving this proposal.

**Decision Mode**

This item will be placed on the March 7, 2011 City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES (ATS), FOR THE 2010-11 WATER LEAK SURVEY IN AN AMOUNT NOT TO EXCEED \$14,208.48**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Associated Technical Services (ATS), for the 2010-11 Water Leak Survey in an amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,208.48, 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 7<sup>th</sup> day of March, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

ATTEST:  
\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY

AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of FEBRUARY, 2011 by and between the CITY OF DARIEN, ILLINOIS, a municipal Corporation hereinafter referred to as the "OWNER", and **ASSOCIATED TECHNICAL SERVICES LTD.**, 524 W. St. Charles Road, Villa Park, Illinois, an Illinois Corporation, hereinafter referred to as "ATS", covers **LEAK DETECTION and LOCATION SERVICES** to be performed in an area designated by the "OWNER" as:

ATS Project # \_\_\_\_\_ ; OWNER P.O. # \_\_\_\_\_

*Provide a Comprehensive, Incentive-Based Leak Detection and Leak Location Surveys of the entire City of Darien water distribution system (473,616 LF); and the specified County of DuPage Water System (164,761 LF) as detailed in our proposal dated January 28, 2011.*

*Final billing will be based upon actual measurements of the total amount of surveyed water main plus the total number and types of pinpointed leaks as described herein. Total cost of either survey will not exceed: \$14,208.48 (Darien) and \$4,942.83 (DuPage County) without supplemental authorization as agreed to by negotiation between Ralph L. Gross / ATS and Dan Gombac / Darien Director of Public Works*

Now therefore, in consideration of the premises, covenants, and agreements set forth and made part of this agreement by attachments hereto, namely the "BASIC SCHEDULE OF PRICES" and "GENERAL CONDITIONS", it is mutually agreed that for all services stipulated herein to be provided by ATS, compensation by the OWNER to ATS will be a sum of money based upon the rates specified under "LEAK DETECTION AND LOCATION SURVEYS, MOBILIZATION / MILEAGE and any applicable direct costs (i.e. additional written reports, lodging and subsistence) , as specified in the attached "BASIC SCHEDULE OF PRICES". This sum will not be exceeded without supplemental authorization by the OWNER or their representatives, such supplemental authorization will be considered a modification to this AGREEMENT.

*ATS / Associated Technical Services Ltd., does not guarantee the detection and / or pinpointing of a leak or leaks, but does assure that a BEST EFFORT, in that regard will be put forward.*

Execution of this agreement by the representatives of the OWNER shall serve as authorization and simultaneous notice to proceed. In witness whereof the parties have hereunto set their hands this day and year first written.

ASSOCIATED TECHNICAL SERVICES LTD.

CITY OF DARIEN, IL

  
\_\_\_\_\_  
Ralph L. Gross

\_\_\_\_\_  
Signature

Vice President

\_\_\_\_\_  
Title

**BASIC SCHEDULE OF PRICES**

**LEAK DETECTION & LOCATION SURVEYS**

*(Survey Area to be defined by Owner)*

1. **Minimum Leak Survey - 10,000 Lineal Feet of Water Main = \$ \_\_\_\_\_**

1a. **Survey Areas over 10,000 Lineal Feet of pipe will be priced as follows:**

<u>More than</u>	<u>But less than</u>	<u>Unit Price Per Lineal Foot</u>
10,000 LF	19,999 LF	\$ _____
20,000 LF	39,999 LF	\$ _____
40,000 LF	59,999 LF	\$ _____
60,000 LF	79,999 LF	\$ _____
80,000 LF	99,999 LF	\$ _____
100,000 LF	Or More	<b>\$ <u>0.015 (Darien &amp; DuPage Systems)</u></b>

1b) **LOCATION:**

**\$ 275.00 for every pinpointed Mainline & Service Leak**

**\$ 95.00 for every Fire Hydrant Leak and Valve Packing Leak**

1c) **FINAL COST:**

**Total cost of survey will not exceed: \$14,208.48 for Darien; and \$ 4,942.83 for the Du Page County System without supplemental authorization from the City. Final billing will be based upon actual measurements of the total amount of surveyed water main plus the total number and types of pinpointed leaks as described herein.**

2. **MOBILIZATION & MILEAGE: (No Additional Charge)**

A) No Charge under 50 miles - round trip

B) \$ 1.75 per mile over 50 miles and up to 100 miles - round trip

C) \$ 2.00 per mile over 100 round trip miles

**TERMS:** Payment is due upon receipt of invoice. **ATS** will, at its option, submit periodic billings based upon the percentage of completion of the project. **ATS** also reserves the right to determine the percentage of completion for billing purposes. Interest rates will be based at 2% per month upon the unpaid balance at 15 days from the date of the invoice and thereafter.

**PLEASE NOTE:** All prices are based upon utmost cooperation and advance preparation by the **Owner**. Such as accurate plans and knowledge of the water system, and making all needed appurtenances accessible to our survey crews. See Section II of the attached "**General Conditions for Leak Surveys**" for a detailed listing of responsibilities of **ATS** and the **Owner**. **ATS** reserves the right to adjust the "**Basic Schedule of Prices**" if preliminary field investigation of the survey reveals extraordinary, hazardous or otherwise adverse conditions.

**Please be sure to forward any questions directly to *Ralph L. Gross* at *630.834.1558***



**GENERAL CONDITIONS**  
**LEAK DETECTION & LOCATION SURVEYS**

**Responsibility of ATS / Associated Technical Services Ltd.**

- A) One or two person crew qualified to operate the *ATS Leak Detection & Location System*.
- B) The “*ATS Leak Detection & Location System*” consists of:
- *FCS S30, S20 Ultrasonic Leak Surveyor Instruments (Leak Detection Phase)*
  - *FCS/Fluid Conservation Systems, Sewerin Leak Noise Correlators (Leak Location Phase)*
  - *FCS and Sewerin Ultrasonic Preamplifiers (Leak Location Phase)*
  - *FCS, Wilcoxon, Vibrometer, Sewerin Accelerometers, Gas Sensors, Hydrophone Sensors*
  - *Radiodetection and Schonstedt Underground Utility Location Equipment*
- C) “*ATS Leakmobile*” - Mobile Van with self-contained power supply and /or capability of operating from an alternate VAC 60 Hz source, or suitable alternate vehicle at the discretion of **ATS**.
- D) *Mobilization / Mileage* – Round Trip, Portal-to-Portal and On-Site.
- E) *On-Site Consultation* with Owner or their representatives as necessary.
- F) **The entire area designated by the Owner shall be surveyed for leakage.** Detected leaks shall be pinpointed only on that part of the water system maintained by the **Owner**. Unless it is previously specified and ordered, customer service line leaks will only be pinpointed up to the municipal side of the curbstop without additional charges. Leaks on the customer side of the curbstop typically require a separate appointment so **ATS** can make contact with the service line inside the building.
- G) Only those leaks that are detected by the **ATS Leak Survey** are to be included in the pinpointing phase of this contract. Unless other previous arrangements are made, any pinpointing of any incidentally or coincidentally occurring leakage, main breaks or previously known leakage that was not initially included in our proposal or as a part of this agreement shall be charged at our normal rates for scheduled / emergency service call-outs.
- H) If the “*Re-monitoring of Repaired Leak Sites*” service is specified, included in our proposal and ordered, this agreement, leak repairs to that site must be completed within 30 days after that leak’s location report was submitted to the **Owner**. The **Owner** then must notify **ATS** at the time of repairs so re-monitoring can be scheduled. All subsequently detected leakage will be located.
- I) **ATS** will establish and mark the location of a leak or leaks in the field with either marking paint, a field stake and / or written individual “**ATS Leak Location Report**”.
- J) **ATS** will provide basic traffic warning equipment and traffic control and re-direction with flagmen on an **as-needed basis**, whenever conditions dictate the necessity of these safety precautions. **ATS Work Zone Safety Equipment** includes but is not limited to safety vests, vehicle arrow boards, strobe warning lights and safety cones that are used whenever our vehicles are parked during the course of the leak survey on residential and other light or slower traffic areas.

## GENERAL CONDITIONS FOR LEAK SURVEYS

### RESPONSIBILITY OF OWNER

The **Owner** will insure easy access to all main line valves, valve boxes or other strategically necessary access points. This may also include exposing and cleaning out auxiliary valves and b-boxes on an as-needed basis if they will facilitate the accurate confirmation and pinpointing of a detected leak. ***This could include:*** breaking loose needed valve covers; pumping water out all valve vaults and boxes and, if necessary, removing debris from those enclosures to make the valves and adjoining pipelines accessible. The **Owner** will also make access available to any point or location strategically needed by **ATS** to perform said work at the discretion of **ATS**.

- If the **Owner** orders leak pinpointing between the curbstop and the customer's building, the **Owner** shall be responsible for making contact with the customer. Pinpointing can be performed on a weekday from 8:00 AM to 4:00 PM without incurring overtime charges.
- The **Owner** will make available to **ATS** any and all available location maps, schematics, as-built drawings, final reports from previous leak surveys, and any other data pertaining to the area being surveyed. Access to the "IDOT LMO-2" Annual Water Audit Reports is also very helpful.
- The **Owner** will make available knowledgeable, qualified personnel for consultation and assistance regarding the **Owner's** water system.
- Identify the authorized representatives of the **Owner** to act on behalf of the **Owner** and sign **ATS** agreements, purchase orders and additional work orders.
- Give **ATS** right of access, and necessary identification required, and notify appropriate authorities (Police, Fire Dept, Public Works Dept, etc.) as needed of program underway.
- The **Owner** will at its option, provide **Traffic Warning Equipment, Traffic Control and Re-Direction with Flagmen** on an ***as-needed basis***, should conditions dictate the necessity of this safety precaution. Instances such as a lane closure in a heavy traffic area may require hiring the services of a **Work Zone Safety Vendor** to provide the necessary traffic control equipment such as barricades, warning lights, arrow panels and temporary barriers. The **Owner** must approve any use of a Work Zone Safety Vendor in advance. **Owner** will be responsible for the costs of the **Work Zone Safety Vendor**.
- **Owner's** repair crews shall make a reasonable effort to provide **ATS** with accurate leak repair information whenever this data is available. ***Repair data should detail the following:*** Date of repair; type of leak; approximate size and shape of the leak orifice; approximate water pressure; and method of repair. This information is necessary for **ATS** to make leak size, water loss and revenue recovery calculations for a comprehensive "***Leak Survey Final Report***".

***Please Note: ATS does not guarantee the detection or accurate pinpointing of a leak or leaks, but does assure that a best effort in that regard will be put forward.***

Certain input data to the **ATS Leak Detection & Location System** is based upon information received from the **Owner**. The accuracy of the **Owner's** data will directly affect the results of the Leak Survey. **ATS** will attempt to verify such data by consultation with the **Owner** and thereupon will have a right to rely upon the accuracy of the **Owner's** data. **ATS** is not liable for any costs to the **Owner** as a result of incomplete or inaccurate data supplied by the **Owner** or their representatives.

**Competitive Quote Summary for County of Dupage-SERF System and City of Darien**

<b>Vendor</b>	<b>City of Darien</b>	<b>County of Dupage</b>	<b>Package Price</b>	<b>Anticipated Leaks</b>	<b>Estimated Cost for Pinpoint of Leaks for Darien</b>	<b>Total Proposed Costs for City of Darien</b>	<b>Estimated Cost for Pinpoint of Leaks for Dupage County</b>	<b>Total Proposed Costs for Dupage County</b>
Associated Technical Services-Option A-Detection Phase	\$ 9,472.52	\$ 2,471.42	\$ 11,943.94			\$ 9,472.52		\$ 2,471.42
Location Phase-Per leak								
Pinpoint Mainline or Service Line	\$ 275.00	\$ 275.00		15	\$ 4,125.00	\$ 4,125.00	8	\$ 2,200.00
Fire Hydrant/Main line valve	\$ 95.00	\$ 95.00		7	\$ 665.00	\$ 665.00	3	\$ 285.00
<b>Total Cost</b>						\$ 14,262.52		\$ 4,956.42

**PROPOSED PROGRAM FOR DUPAGE COUNTY AND THE CITY OF DARIEN**

<b>Associated Technical Services-Option A-Detection Phase- RENEGOTIATED PRICING</b>	<b>\$ 9,270.00</b>	<b>\$ 2,471.42</b>	<b>\$ 11,741.42</b>			<b>\$ 9,270.00</b>		<b>\$ 2,471.42</b>
<b>Location Phase-Per leak</b>								
<b>Pinpoint Mainline or Service Line</b>	<b>\$ 275.00</b>	<b>\$ 275.00</b>		16	\$ 4,400.00	<b>\$ 4,400.00</b>	8	<b>\$ 2,200.00</b>
<b>Fire Hydrant/Main line valve</b>	<b>\$ 95.00</b>	<b>\$ 95.00</b>		6	\$ 570.00	<b>\$ 570.00</b>	3	<b>\$ 285.00</b>
					\$ 4,970.00	<b>\$ 14,240.00</b>		<b>\$ 4,956.42</b>

**NEGOTIATED PRICING NOT TO EXCEED**

**\$14,208.48**

**\$4,942.83**

Water Services Company	\$ 9,270.00	\$ 3,193.00	\$ 12,463.00	N/A	N/A	N/A	\$ 9,270.00	\$ 3,193.00
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YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2010	7.96%	191,000	69,715,000	\$1.84	-\$128,275.60
2009	6.40%	153,000	55,845,000	\$1.47	-\$82,092.15
2008	3.20%	81,000	29,565,000	\$1.47	-\$43,460.55
2007	1.46%	29,900	10,913,500	\$1.47	-\$16,042.85
2006	4.91%	102,000	37,230,000	\$1.47	-\$54,728.10
2005	3.80%	88,500	32,302,500	\$1.47	-\$47,484.68
AVERAGE	5.55%	129,080	47,114,200	\$1.84	-\$86,595.90

ESTIMATE OF COST

ATS Comprehensive Leak Detection and Location Survey

City of Darien Water System: The area designated by the City for survey is the entire water distribution system. Our survey will include all of the water main and customer service lines maintained by Darien within the City Limits. (89.7 lineal miles or 473,616 LF total water main). System monitoring points will include but not be limited to every fire hydrant (± 1,383), every accessible hydrant auxiliary valve (± 1,200), and every main line valve (± 1,192), plus hundreds of strategically located service line curb stop valves (aka B-Boxes). Therefore, approximately 4,000 points will be ultrasonically monitored for water leak sounds on your system.

Du Page County SERF Water System: The area designated for survey is the SERF water distribution system. We have surveyed this system numerous times over the years and are very familiar with its layout and chronic leakage problems. Our survey will include all of the water main and customer service lines maintained by Darien within the City Limits. (31.2 lineal miles or 164,761 LF total water main). System monitoring points will include but not be limited to every fire hydrant (± 256), every accessible hydrant auxiliary valve (± 250), and every main line valve (± 258), plus hundreds of strategically located service line curb stop valves (aka B-Boxes). Therefore, approximately 700 points will be ultrasonically monitored for water leak sounds on your system.

"ATS COMPREHENSIVE LEAK SURVEY PROPOSAL OPTIONS"

Survey Program Option A: Incentive-Based Survey Pricing

City of Darien System: Option A: Incentive-Based Survey Pricing.

\$ 9,270.00

Detection Phase: 473,616 lineal feet of water main @ \$0.015 per L.F. = \$ 9,472.52

NEGOTIATED  
02/08/11

Location Phase: \$ 275.00 for each pinpointed mainline or service line leak

\$ 95.00 per leak for every Fire Hydrant or Mainline Valve leak

County of Du Page System: Option A: Incentive-Based Survey Pricing.

\$ 2,471.42

Detection Phase: 164,761 lineal feet of water main @ \$0.015 per L.F. = \$ 9,472.52

MATH ERROR  
2/08/11

Location Phase: \$ 275.00 for each pinpointed mainline or service line leak

\$ 95.00 per leak for every Fire Hydrant or Mainline Valve leak

Survey Program Option B: All-Inclusive Survey Pricing

City of Darien System - Option B: All-Inclusive - Detection & Location Phases

Option A Proposed  
and negotiated  
not to exceed

Detection & Location Phases: 473,616 LF of water main @ \$0.03 per L.F. = \$ 14,208.48

Option B Pricing

County of Du Page SERF System - Option B: All-Inclusive - Detection & Location Phases

Detection & Location Phases: 164,761 LF of water main @ \$0.015 per L.F. = \$ 4,942.83

Option B Pricing

Acknowledged and Accepted by ATS SEE ATT

2/10/11

**AGENDA MEMO**

**City Council  
March 7, 2011**

**Issue Statement**

Approval of a Resolution authorizing the Mayor and City Clerk to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

**RESOLUTION**

**Background/History**

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount of \$65,380.00 is the same amount as last year's contract. DuPage County has been requested to increase the cost per acre for reimbursement to the City. City staff was informed that they will not entertain any increased costs for reimbursement as their research from 2008 indicated that the compensation was at a fair value for the industry. The Agreement provides for seven (7) cycles of mowing in the DuPage County maintenance jurisdictions. The proposed agreement is a three year agreement expiring November 15, 2013. Please note the previous agreement was a two year agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The locations where the mowing is required are as follows:

<u>Route Number</u>	<u>Highway Name</u>	<u>Locations</u>
15	Cass Avenue	67 <sup>th</sup> Street to Hinswood Drive
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 <sup>th</sup> Street	Median and R.O.W. Lemont Road to Illinois Route 83

**Committee Recommendation**

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

**Alternate Consideration**

Not approving the Resolution.

**Decision Mode**

This item will be placed on the March 7, 2011 City Council agenda for formal consideration.

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE  
COUNTY OF DUPAGE  
FOR MOWING ALONG COUNTY ROAD AND RIGHT OF WAYS**

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

**WHEREAS**, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said mowing along County roads and right of ways, a copy of which is attached hereto as "[Exhibit A](#)," and is incorporated herein; and

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

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

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for mowing of grass, weeds and other vegetation growing along the roads and right of ways, subject to the County of DuPage Intergovernmental Agreement paying for the equivalent of seven (7) mowings.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS**, this 7<sup>th</sup> day of March, 2011.

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,**

ILLINOIS, this 7<sup>th</sup> day of March, 2011.

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KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT  
 BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF DARIEN  
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation. The COUNTY and the CITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the CITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the CITY agrees to mow grass, weeds and other vegetation along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the CITY as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING

<u>Route Number</u>	<u>Highway Name</u>	<u>Location</u>
15	Cass Avenue	67 <sup>th</sup> St. to Hinswood Dr.
31	Plainfield Road	Lakeview Dr./Sawmill Dr. to IL Rte. 83
33	75 <sup>th</sup> Street	Median and R.O.W. Lemont Rd. to IL Rte. 83

; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of DuPage County and the residents of Darien for the CITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

## GENERAL CONDITIONS

1. The CITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the work to be done in order that it may understand the difficulties and restrictions required to complete the work to be done under this Agreement.
2. The CITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) cycles and two (2) intermediate mowing(s) as necessary of COUNTY MOWING per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the CITY shall furnish all labor, materials, equipment and transportation necessary to complete an additional cycle of COUNTY MOWING, or of any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the CITY of the portion or portions of roads and rights of way to be mowed during the additional mowing cycle not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the CITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the CITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The CITY agrees, covenants, and understands that the CITY bears sole liability for any injury or damage caused by the CITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the CITY except where any injury or damage is caused by the COUNTY.
6. The CITY shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person or party on account of negligent or malicious acts of the CITY, their contractors or persons otherwise associated with the CITY growing out of the performance of the terms and conditions of this Agreement.

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
- (a) Worker's Compensation Insurance in the statutory amounts.
  - (b) Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
  - (c) Commercial General Liability Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage.
  - (d) Commercial Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
  - (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
  - (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.
  - (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded

will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement."
- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such

amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE CITY:

Public Works Director  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

FOR THE COUNTY:

County Engineer  
DuPage County  
Division of Transportation  
421 North County Farm Road  
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2013, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of

way line. Median and island areas are also included as part of this Agreement and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the CITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the CITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The CITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each mowing cycle shall be no later than the following:
  - First Mowing - May 1
  - Second Mowing - June 1
  - Third Mowing - July 1
  - Fourth Mowing - August 1
  - Fifth Mowing - September 15Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the CITY \$9,340 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 93.40 acres.
13. The final invoice for all mowing shall be submitted no later than November 15<sup>th</sup> of each year for the term of the Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the CITY in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be

attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at Wheaton,  
Illinois.

\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Gary A. King, County Clerk

CITY OF DARIEN

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at Darien,  
Illinois.

\_\_\_\_\_  
Kathleen Weaver, Mayor  
City of Darien

ATTEST:

\_\_\_\_\_  
Joanne F. Coleman, City Clerk  
City of Darien



AGENDA MEMO  
City Council  
Meeting Date: March 7, 2011

**Issue Statement**

Approval of AN ORDINANCE ABATING PROPERTY TAX LEVIED BY ORDINANCE NO. 0-26-06-  
Water Bond

**ORDINANCE**

**Background/History**

The proposed FYE 11 budget included abating property taxes in the sum of \$307,674 levied during the year 2010, collectable in 2011. This abatement pertains to the issuance of bonds to finance the construction of a water tower and related public improvements. The bond principal and interest will be paid from the water revenues.

**Staff/Committee Recommendation**

Recommend for approval during budget review

**Alternate Consideration**

Abate different amounts.

**Decision Mode**

This ordinance will be on the March 7th, 2011, City Council agenda for formal consideration.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. 0-26-06**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 7<sup>th</sup> DAY OF MARCH, 2011**

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**Published in pamphlet form by authority of the Mayor  
and City Council of the City of Darien, DuPage County,  
Illinois, this \_\_\_ day of \_\_\_\_\_, 2011**

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. 0-26-06**

**WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. 0-26-06,  
"AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$3,900,000 GENERAL OBLIGATION WATER**

BONDS, SERIES 2006, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS"; and

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

**WHEREAS**, pursuant to said Ordinance the amount of \$307,674 was levied for the year 2009, collectable in 2010; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2010 collectable in 2011 may be abated;

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

**Section 1:      Abatement.**      That the sum of \$307,674 heretofore levied for the year 2010, collectable in 2011, pursuant to Ordinance No. 0-26-06 shall be, and hereby is, **ABATED**.

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

**Section 3:      Certified Copy.**      The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

**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 7<sup>th</sup> day of March, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this  
7<sup>th</sup> day of March, 2011.

ATTEST:

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KATHLEEN MOESLE WEAVER, MAYOR

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JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY