

Administrative-Finance Committee
November 8, 2010
6:30 P.M. – City Hall Conference Room

- 1. Call to Order**
- 2. Establishment of Quorum**
- 3. Public Comment**
- 4. Discussion Items**
 - a. YTD Review – General Fund/Capital project/cash flow
 - b. County IGA – meter reading
 - c. Nimec electric aggregation
- 5. Other Business**
- 6. Next Meeting – December 13, 2010**
- 7. Adjournment**

CITY OF DARIEN

M E M O

TO: Administrative/Finance Committee Members

FROM: Bryon D. Vana, City Administrator

DATE: November 4, 2010

SUBJECT: Mid Year Review of General /Capital Projects Funds

Attached are sheets showing the mid year review of revenues and expenses in the General Fund and Capital Projects Fund. The mid year review focused on larger items such as police salaries, insurance estimates, and capital items. Also attached is the estimated cash flow report for the general fund.

If you have questions regarding the attached sheets please feel free to call me prior to the Committee meeting.

City of Darien

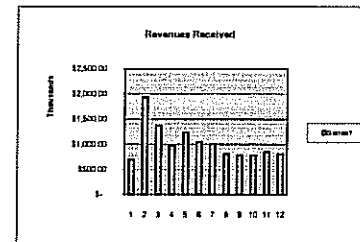
Gen Fund Cash Flow

General Fund

Cash Map

Fiscal Year End April 30, 2011

	Fund Balance	Beginning Cash Balance	Revenues Received	Expenditures Disbursed	Adjustments	Ending Balance
May 2010.....	\$ 3,004,833	\$ 1,717,512.79	\$ 701,591.00	\$ 653,525.00	\$ -	\$ 1,765,578.79
June 2010.....	\$ 3,052,899	\$ 1,765,578.79	\$ 1,927,479.00	\$ 2,844,037.00	\$ 93,854.28	\$ 755,166.51
July 2010.....	\$ 2,136,341	\$ 755,166.51	\$ 1,377,873.08	\$ 1,324,386.91	\$ (52,681.81)	\$ 861,334.49
August 2010.....	\$ 2,189,827	\$ 861,334.49	\$ 978,618.00	\$ 693,452.00	\$ 127,251.84	\$ 1,019,248.65
September 2010.....	\$ 2,474,993	\$ 1,019,248.65	\$ 1,237,410.21	\$ 1,017,582.84	\$ -	\$ 1,239,076.02
October 2010.....	\$ 2,694,821	\$ 1,239,076.02	\$ 1,046,819.41	\$ 1,031,856.33	\$ -	\$ 1,254,039.10
November 2010.....	\$ 2,709,784	\$ 1,254,039.10	\$ 1,011,072.33	\$ 786,915.68	\$ -	\$ 1,478,195.75
December 2010.....	\$ 2,933,940	\$ 1,478,195.75	\$ 810,131.87	\$ 946,673.67	\$ -	\$ 1,341,653.95
January 2011.....	\$ 2,797,398	\$ 1,341,653.95	\$ 787,631.87	\$ 1,043,126.67	\$ -	\$ 1,086,159.15
February 2011.....	\$ 2,541,904	\$ 1,086,159.15	\$ 789,131.87	\$ 686,203.67	\$ -	\$ 1,189,087.35
March 2011.....	\$ 2,644,832	\$ 1,189,087.35	\$ 851,341.87	\$ 705,898.17	\$ -	\$ 1,334,531.05
April 2011.....	\$ 2,790,276	\$ 1,334,531.05	\$ 808,864.45	\$ 718,635.08	\$ -	\$ 1,424,760.42
.....TOTALS.....			\$ 12,327,964.96	\$ 12,452,293.02	\$ 168,424.31	



City of Darien

GENERAL FUND SUMMARY FISCAL YEAR ENDING 2011

1	2	3	4	5
ACCOUNT	FYE '11 mid yr review	FYE '11 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES
GENERAL FUND REVENUE	\$ 12,327,965	12,173,581	\$ 12,173,581	\$ -
TOTAL REVENUE	\$ 12,327,965	\$ 12,173,581	\$ 12,173,581	\$ -
DEPT. EXPENDITURES				
CITY COUNCIL ADMINISTRATION	123,975	136,370	105,920	30,450
COMMUNITY DEV	928,629	961,359	908,559	52,800
POLICE	491,550	500,485	500,235	250
PW/STREETS	7,203,747	7,479,847	7,277,739	202,108
BUSINESS DISTRICT	1,642,447	1,655,358	1,475,003	180,355
TRANSFER TO CAP.	461,945	461,000	461,000	-
	<u>1,600,000</u>	<u>1,600,000</u>	<u>-</u>	<u>1,600,000</u>
TOTAL TRANSFERS/ EXPENDITURES	12,452,293	12,794,419	10,728,456	2,065,963
FISCAL YEAR BAL	\$ (124,328)	\$ (620,838)	\$ 1,445,125	
BEGINNING FUND BAL	\$ 3,248,725	\$ 2,662,427	\$ 2,662,427	
ENDING FUND BAL	\$ 3,124,397	\$ 2,041,589	\$ 4,107,552	

**GENERAL FUND REVENUE BUDGET
FISCAL YEAR ENDING 2011**

1	2	3	4	5	
ACCOUNT	FYE 10 EST. ACT.	FYE 11 BUD. REQ.	DEPT. MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY REVENUES	
TAXES					
REAL ESTATE TAX	\$ 1,991,909	1,981,909	1,981,909	\$ -	-
ROAD & BRIDGE TAX	181,779	181,779	181,779	-	-
STATE INCOME	1,758,000	1,818,355	1,818,355	-	-
LOCAL USE	265,000	265,000	265,000	-	-
SALES TAX	4,500,000	4,360,800	4,360,800	-	-
REPLACEMENT TAX	5,610	5,610	5,610	-	-
MUNICIPAL UTILITY TAX	1,041,940	1,032,640	1,032,640	-	-
AMUSEMENT TAX	105,840	105,840	105,840	-	-
HOTEL/MOTEL TAX	31,000	45,982	45,982	-	-
SUB TOTAL	9,881,078	9,797,915	9,797,915		-
LICENSES					
BUSINESS LICENSES	44,000	44,000	44,000	-	-
LIQUOR LICENSES	42,650	39,979	39,979	-	-
CONTRACTOR LICENSES	15,000	15,000	15,000	-	-
SUB TOTAL	101,650	98,979	98,979		-
FINES, FEES, PERMITS					
COURT FINES	156,825	156,825	156,825	-	-
ORDINANCE FINES	35,733	35,733	35,733	-	-
BLDG PERMIT FEES	115,000	85,000	85,000	-	-
TELECOMMUNICATIONS TAX	715,964	715,964	715,964	-	-
CABLE TV FRANCHISE	239,904	239,904	239,904	-	-
NICOR FRANCHISE FEE	40,800	40,800	40,800	-	-
PUBLIC HEARING FEES	4,998	4,998	4,998	-	-
ELEVATOR INSPECTIONS	3,500	3,500	3,500	-	-
PUB. IMPROVEMENT PERMIT	3,742	3,742	3,742	-	-
ENG/PROF. FEES (REIMB)	65,412	56,412	56,412	-	-
LEGAL FEE REIMB.	500	500	500	-	-
POLICE SPECIAL SERVICE	120,000	158,000	158,000	-	-
D.U.I. TECHNOLOGY	10,000	10,000	10,000	-	-
STORMWATER MGMT. FEES	500	500	500	-	-
INSPEC/TAP ON/PERMITS	3,850	-	-	-	-
DEV. CONTRIB/IMPACT	-	-	-	-	-
SUB TOTAL	1,818,728	1,811,878	1,811,878		-
OTHER INCOME					
WATER FUND SHARE	250,000	250,000	250,000	-	-
DADC ADMIN. FEE	10,000	10,000	10,000	-	-
INTEREST INCOME	10,000	50,000	50,000	-	-
DRUG SEIZURE RECEIPTS	-	-	-	-	-
POLICE REPORTS/PRINTS	4,575	4,575	4,575	-	-
ROAD CONTRIBUTIONS	-	-	-	-	-
GRANTS	2,000	-	-	-	-
RENTS	249,234	249,234	249,234	-	-
RENTS - STRIP MALL	159,700	84,000	84,000	-	-
TAXES - REIMBURSEMENT	2,000	2,000	2,000	-	-
MAINTENANCE - REIMB.	-	-	-	-	-
MISCELLANEOUS - REIMB.	-	-	-	-	-
OTHER REIMBURSEMENTS	100,000	100,000	100,000	-	-
RESIDENTIAL CONCRETE REIMI	-	-	-	-	-
SALE OF EQUIPMENT	22,000	-	-	-	-
LOAN PROCEEDS	-	-	-	-	-
MISCELLANEOUS REVENUE	19,000	15,000	15,000	-	-
SUB TOTAL	828,509	764,809	764,809		-
TOTAL REVENUES	\$ 12,327,965	\$ 12,173,581	\$ 12,173,581	\$ -	-

City of Darien

11/4/2010

CITY COUNCIL BUDGET FISCAL YEAR 2010-2011

	1	2	3	4	5
ACCOUNT	FYE '11 Mid Year Est.	FYE '11 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	
PERSONNEL					
SALARIES	42,745	42,745	42,745	-	
SUB-TOTAL	42,745	42,745	42,745	-	
BENEFITS					
SOCIAL SECURITY	2,660	2,660	2,660	-	
MEDICARE	620	620	620	-	
IMRF	1,900	1,900	1,900	-	
SUB-TOTAL	5,180	5,180	5,180	-	
OPERATING COSTS					
BOARDS AND COMMISSIONS	2,000	2,000	1,000	1,000	
CABLE OPERATIONS	2,500	2,500	2,500	-	
VOLUNTEER RECOGNITION	-	-	-	-	
DUES AND SUBSCRIPTIONS	-	-	-	-	
LIABILITY INSURANCE	38,000	50,395	50,395	-	
PUBLIC RELATIONS	1,600	1,600	1,100	500	
SUPPLIES - OFFICE	-	-	-	-	
SUPPLIES - OTHER	-	-	-	-	
TRAINING AND EDUCATION	-	-	-	-	
TRAVEL/MEETINGS	750	750	-	750	
SUB-TOTAL	44,850	57,245	54,995	2,250	
CONTRACTUAL SERVICES					
CONSULTING/PROF SERV	30,000	30,000	3,000	27,000	
LEGAL FEES	-	-	-	-	
TROLLEY CONTRACTS	1,200	1,200	-	1,200	
SUB-TOTAL	31,200	31,200	3,000	28,200	
CAPITAL					
EQUIPMENT	-	-	-	-	
SUB-TOTAL	-	-	-	-	
TOTAL EXPENDITURES	\$ 123,975	\$ 136,370	\$ 105,920	\$ 30,450	

City of Darien

11/4/2010

ADMINISTRATION DEPARTMENT BUDGET FOR THE YEAR ENDING 4/30/2011

	1	2	3	4	5
ACCOUNT	FYE 11 Mid Yr Rev.	FYE 11 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	
PERSONNEL					
SALARIES	402,900	402,900	402,900	-	
OVERTIME	4,000	4,000	4,000	-	
SUB-TOTAL	406,900	406,900	406,900	-	
BENEFITS					
SOCIAL SECURITY	23,100	23,100	23,100	-	
MEDICARE	6,000	6,000	6,000	-	
IMRF	44,000	44,000	44,000	-	
MEDICAL/LIFE INSURANCE	68,000	68,000	68,000	-	
SUPPLEMENTAL PENSION	23,000	23,000	23,000	-	
SUB-TOTAL	164,100	164,100	164,100	-	
OPERATING COSTS					
DUES & SUBSCRIPTIONS	1,700	1,700	-	1,700	
LIABILITY INSURANCE	40,000	59,680	59,080	600	
LEGAL NOTICES	8,500	8,500	8,500	-	
MAINTENANCE-BUILDING	11,000	11,000	11,000	-	
MAINTENANCE-EQUIPMENT	12,500	12,500	12,500	-	
MAINTENANCE-GROUNDS	7,000	7,000	7,000	-	
MAINTENANCE-VEHICLES	-	-	-	-	
POSTAGE/MAILINGS	5,700	5,700	5,700	-	
PRINTING & FORMS	4,500	4,500	4,500	-	
PUBLIC RELATIONS	50,000	63,000	34,000	29,000	
RENT-EQUIPMENT	2,400	2,400	2,400	-	
SUPPLIES-OFFICE	11,000	11,000	11,000	-	
SUPPLIES-OTHER	4,500	4,500	4,500	-	
TRAINING & EDUCATION	4,500	4,500	-	4,500	
TRAVEL/MEETINGS	2,000	2,000	500	1,500	
TELEPHONE	60,700	60,700	60,700	-	
UNIFORMS	-	-	-	-	
UTILITIES - GAS & OIL	3,000	3,000	3,000	-	
VEHICLE GAS & OIL	7,900	7,900	7,900	-	
ESDA	2,000	2,000	2,000	-	
SUB-TOTAL	238,900	271,680	234,280	37,300	
CONTRACTUAL SERVICES					
AUDIT	17,029	17,029	17,029	-	
CONSULTING/PROF SERVS	75,200	75,250	69,750	5,500	
CONSULTING/PROF-REIMB.	-	-	-	-	
CONTINGENCY	10,000	10,000	-	10,000	
JANITORIAL SERVICE	16,500	16,500	16,500	-	
LEGAL FEES	-	-	-	-	
SUB-TOTAL	118,729	118,779	103,279	15,500	
CAPITAL					
BLDG.IMPROVEMENTS	-	-	-	-	
EQUIPMENT	-	-	-	-	
SUB-TOTAL	-	-	-	-	
TOTAL EXPENDITURES	\$ 928,629	\$ 961,359	\$ 908,559	\$ 52,800	

**COMMUNITY DEVELOPMENT DEPARTMENT BUDGET
FISCAL YEAR ENDING 2010**

1	2	3	4	5
ACCOUNT	FYE 11 Mid Yr Rev	FYE 11 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES
PERSONNEL				
SALARIES	\$ 262,500	\$ 262,500	\$ 262,500	\$ -
OVERTIME	2,000	2,000	2,000	-
SUB-TOTAL	\$ 264,500	\$ 264,500	\$ 264,500	\$ -
BENEFITS				
SOCIAL SECURITY	15,000	15,000	15,000	-
MEDICARE	4,000	4,000	4,000	-
IMRF	28,600	28,600	28,600	-
MEDICAL/LIFE INSURANCE	39,000	39,000	39,000	-
SUPPLEMENTAL PENSION	3,600	3,600	3,600	-
SUB-TOTAL	90,200	90,200	90,200	-
OPERATING COSTS				
BOARDS & COMMISSIONS	2,300	2,300	2,300	-
DUES & SUBSCRIPTIONS	750	750	750	-
LIABILITY INSURANCE	42,000	50,935	50,685	250
POSTAGE/MAILINGS	-	-	-	-
MAINTENANCE-VEHICLE	1,900	1,900	1,900	-
PRINTING & FORMS	1,600	1,600	1,600	-
SUPPLIES-OFFICE	500	500	500	-
TRAINING & EDUCATION	500	500	500	-
TRAVEL/MEETINGS	400	400	400	-
TELEPHONE	-	-	-	-
UNIFORMS	-	-	-	-
VEHICLE GAS & OIL	1,900	1,900	1,900	-
SUB-TOTAL	51,850	60,785	60,535	250
CONTRACTUAL				
CONSULTING/PROF SERV:	28,500	28,500	28,500	-
CONSULTING/PROF REIME	56,500	56,500	56,500	-
JANITORIAL SERVICE	-	-	-	-
LEGAL FEES	-	-	-	-
SUB-TOTAL	85,000	85,000	85,000	-
CAPITAL				
EQUIPMENT	-	-	-	-
SUB-TOTAL	-	-	-	-
TOTAL EXPENDITURES	\$ 491,550	\$ 500,485	\$ 500,235	\$ 250

City of Darien

11/4/2010

POLICE DEPARTMENT BUDGET FISCAL YEAR 2011

	1	2	3	4	5
ACCOUNT	FYE '11 Mid Yr Rev	FYE'11 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	
PERSONNEL					
SALARIES-CIVILIANS	\$ 417,152	\$ 417,152	\$ 417,152	\$ -	
SALARIES-OFFICERS	3,289,874	3,514,874	3,407,601	107,273	
OVERTIME	495,000	495,000	453,430	41,570	
SUB-TOTAL	4,202,026	4,427,026	4,278,183	148,843	
BENEFITS					
SOCIAL SECURITY	29,000	29,000	29,000	-	
MEDICARE	55,000	55,000	55,000	-	
IMRF	49,000	49,000	49,000	-	
MEDICAL/LIFE INSURANCE	478,000	478,000	478,000	-	
POLICE PENSION	1,103,909	1,103,909	1,103,909	-	
SUPPLEMENTAL PENSION	55,200	55,200	55,200	-	
SUB-TOTAL	1,770,109	1,770,109	1,770,109	-	
OPERATING COSTS					
ANIMAL CONTROL	2,500	2,500	2,500	-	
AUXILIARY POLICE	6,500	6,500	6,500	-	
BOARDS & COMMISSIONS	8,000	8,000	8,000	-	
DUES & SUBSCRIPTIONS	4,200	4,200	4,200	-	
INVESTIGATION & EQUIP.	61,000	61,000	57,000	4,000	
LIABILITY INSURANCE	240,000	291,100	286,100	5,000	
MAINTENANCE-BUILDING	53,100	53,100	28,100	25,000	
MAINTENANCE-EQUIPME	79,500	79,500	73,500	6,000	
MAINTENANCE-VEHICLE	74,000	74,000	74,000	-	
POSTAGE/MAILINGS	4,000	4,000	4,000	-	
PRINTING & FORMS	5,000	5,000	5,000	-	
PUBLIC RELATIONS	11,000	11,000	250	10,750	
RENT-EQUIPMENT	6,600	6,600	6,600	-	
SUPPLIES-OFFICE	9,000	9,000	9,000	-	
TRAINING & EDUCATION	14,405	14,405	11,890	2,515	
TRAVEL/MEETINGS	7,175	7,175	7,175	-	
TELEPHONE	13,080	13,080	13,080	-	
UNIFORMS	78,150	78,150	78,150	-	
UTILITIES - GAS/ELECTRIC	12,000	12,000	12,000	-	
VEHICLE GAS & OIL	120,000	120,000	120,000	-	
SUB-TOTAL	809,210	860,310	807,045	53,265	
CONTRACTUAL					
CONSULTING/PROF.SERV	6,000	6,000	6,000	-	
DARIEN AREA DISPATCH	396,122	396,122	396,122	-	
DUMEG/FIAT/CHILD CENT	20,280	20,280	20,280	-	
SEDCOM	-	-	-	-	
SUB-TOTAL	422,402	422,402	422,402	-	
CAPITAL					
INTEREST	-	-	-	-	
EQUIPMENT	-	-	-	-	
SUB-TOTAL	-	-	-	-	
TOTAL EXPENDITURES	\$ 7,203,747	\$ 7,479,847	\$ 7,277,739	\$ 202,108	

**MUNICIPAL SERVICES
STREETS/ENGINEERING BUDGET
FISCAL YEAR ENDING 4/30/11**

1	2	3	4	5
ACCOUNT	FYE 11 Mid Yr Rev	FYE 11 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES
PERSONNEL				
SALARIES	\$ 483,000	\$ 483,000	\$ 483,000	\$ -
OVERTIME	100,000	100,000	100,000	-
SUB-TOTAL	583,000	583,000	583,000	-
BENEFITS				
SOCIAL SECURITY	53,000	53,000	53,000	-
MEDICARE	12,900	12,900	12,900	-
IMRF	92,000	92,000	92,000	-
MEDICAL/LIFE INSURANCE	133,000	133,000	133,000	-
SUPPLEMENTAL PENSION	14,500	14,500	14,500	-
SUB-TOTAL	305,400	305,400	305,400	-
OPERATING COSTS				
LIABILITY INSURANCE	69,000	79,250	78,445	805
MAINTENANCE-BUILDINGS	14,150	14,150	14,150	-
MAINTENANCE-EQUIPMEN	25,869	25,869	21,394	4,475
MAINTENANCE-VEHICLE	17,500	17,500	17,500	-
POSTAGE-MAILING	750	750	750	-
RENT - EQUIPMENT	25,500	25,500	17,500	8,000
SUPPLIES-OFFICE	2,200	2,200	2,200	-
SUPPLIES-OTHER	32,800	32,800	30,300	2,500
SMALL TOOLS/EQUIPMENT	4,510	4,510	3,850	660
TRAINING & EDUCATION	3,325	3,325	1,325	2,000
TELEPHONE	-	-	-	-
UNIFORMS	5,400	5,400	5,400	-
UTILITIES - GAS/ELECTRIC	3,000	3,000	3,000	-
VEHICLE GAS & OIL	57,350	57,350	57,350	-
SUB-TOTAL	261,354	271,604	253,164	18,440
CONTRACTUAL SERVICES				
CONSULTING/PROFESS.	51,000	55,000	46,000	9,000
JANITORIAL SERVICE	-	-	-	-
FORESTRY	66,605	66,605	1,000	65,605
STREETLIGHT OPER/MAIN	80,000	80,000	68,000	12,000
MOSQUITO ABATEMENT	41,500	41,500	41,500	-
STREET SWEEPING	22,688	22,688	22,688	-
DRAINAGE PROJECTS	23,000	23,000	8,000	15,000
TREE TRIMMING	19,900	13,150	-	13,150
SUB-TOTAL	304,693	301,943	187,188	114,755
CAPITAL				
RESIDENT CONCRETE PROJ	-	-	0.00	0.00
CAPITAL IMPROVEMENTS	-	-	-	-
EQUIPMENT	188,000	193,411	146,251	47,160
PURCHASE OF PROPERTY	-	-	-	-
SUB-TOTAL	188,000	193,411	146,251	47,160
DEBT RETIREMENT				
DEBT RETIRE	-	-	-	-
DEBT RETIRE - PROPERTY	-	-	-	-
SUB-TOTAL	-	-	-	-
TOTAL EXPENDITURES	\$ 1,642,447	\$ 1,655,358	\$ 1,475,003	\$ 180,355

City of Darien

11/4/2010

BUSINESS DISTRICT DEPARTMENT BUDGET FOR THE YEAR ENDING 4/30/2011

	1	2	3	4	5
ACCOUNT	FYE '11 Mid Yr Rev	FYE '11 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	
OPERATING COSTS					
LIABILITY INSURANCE	5,500	5,500	5,500	-	-
LEGAL NOTICES	-	-	-	-	-
MAINTENANCE-BUILDING	5,000	5,000	5,000	-	-
MAINTENANCE-EQUIPMENT	17,500	17,500	17,500	-	-
MAINTENANCE-GROUNDS	35,000	35,000	35,000	-	-
POSTAGE/MAILINGS	-	-	-	-	-
PRINTING & FORMS	-	-	-	-	-
RENT-EQUIPMENT	-	-	-	-	-
SERVICE CHARGE	-	-	-	-	-
SUPPLIES-OFFICE	-	-	-	-	-
SUPPLIES-OTHER	-	-	-	-	-
UTILITIES - GAS & OIL	1,000	1,000	1,000	-	-
SUB-TOTAL	64,000	64,000	64,000	-	-
CONTRACTUAL SERVICES					
CONSULTING/PROF SERVS	-	-	-	-	-
CONSULTING/PROF-REIMB.	-	-	-	-	-
DEBT PAYMENT	397,000	397,000	397,000	-	-
JANITORIAL SERVICE	-	-	-	-	-
LEGAL FEES	-	-	-	-	-
SUB-TOTAL	397,000	397,000	397,000	-	-
CAPITAL					
BLDG.IMPROVEMENTS	-	-	-	-	-
EQUIPMENT	-	-	-	-	-
SUB-TOTAL	-	-	-	-	-
TOTAL EXPENDITURES	\$ 461,000	\$ 461,000	\$ 461,000	\$ -	-

City of Darien

11/4/2010

CAPITAL PROJECTS FUND BUDGET FOR THE YEAR ENDING 4/30/2011

	1	2	3	4	5	6	7	8	9
ACCOUNT	FYE '10 ORG ESTIMATED ACTUAL	FYE '10 AUDIT ACTUAL	BUDGET PROJECTS '11 ACT EXP	ALLOCATED TO FYE 10	REVISED 2011 BUDGET	FY '11 BUDGET REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	
REVENUE									
TRANSFER from GEN. Fund	\$ -	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	1,600,000		\$ 1,600,000	
Transfer from Debt Fund	\$ -	\$ -	\$ -	\$ 43,285	\$ 43,285	43,285	\$ -	\$ 43,285	
Transfer from Road Fund	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	30,000	\$ -	\$ 30,000	
BOND LEVY	\$ 199,794	\$ 199,794	\$ 200,770		\$ 200,770	200,770	\$ 200,770		
GRANTS	\$ 60,000	\$ 62,941	\$ 15,000		\$ 15,000	-	\$ -	-	
BONDS	-	-				-	-	-	
INTEREST	15,000	36,662				-	-	-	
TOTAL REVENUES	\$ 274,794	\$ 299,397	\$ 1,889,055		\$ 1,889,055	\$ 1,874,055	\$ 200,770	\$ 1,673,285	
CAPITAL									
DITCH PROJECTS	765,000	814,421.00	435,000.00	53,334.00	374,169.00	548,600		548,600	
SIDEWALK REPLACEME	140,000	140,424.00	80,000.00	1,537.00	68,818.00	113,030	-	113,030	
CRACK SEAL PROGRAM	33,800	33,821.00	40,000.00		40,000.00	49,500	-	49,500	
CURB & GUTTER PROG	189,000	366,096.00	218,000.00	176,231.00	44,349.00	227,450	-	227,450	
BUILDING REPAIRS			220,000.00		220,000.00	150,000		150,000	
STREET RECONSTRUC	920,000	920,573	1,300,000		1,300,000	1,300,000	-	1,300,000	
BOND PAYMENT	199,794	200,375	200,770		200,770	200,770	200,770	-	
SUB-TOTAL	2,247,594	2,475,710	2,493,770		2,248,106	2,589,350	200,770	2,388,580	
PURCHASE OF PROPERTY									
TOTAL EXPENDITURES	\$ 2,247,594	\$ 2,475,710	\$ 2,493,770		\$ 2,248,106	\$ 2,589,350	\$ 200,770	\$ 2,388,580	
FISCAL YEAR BALANCE	(1,972,800)	(2,176,313)	(604,715)		(359,051)	(715,295)	-	(715,295)	
BEG FUND BALANCE	2,690,998	2,690,998	514,685		514,685	747,198	514,685	514,685	
ENDING FUND BALANCE	718,198	514,685	(90,030)		155,634	31,903	514,685	(200,610)	

\$ 95,580

I	A	B	C	D	E	F	G	H	I	J	K
	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (F) Presented as %	Difference Between Actual Expenditure (E) and Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments	
3	Arroyo Board	01-30-4233	\$ 4,473.00	\$ 4,030.00	\$ 4,030.00	0.00%	\$ 423.00	9.45%	N/A	Competitive quote results	
4	Arroyo Box Trailer	01-30-4815	\$ 22,360.00	\$ 17,845.00	\$ 17,845.00	0.00%	\$ 4,515.00	19.88%	N/A	Competitive quote results	
5	Barreras - Fourth of July	01-30-4233	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	0.00%	\$ -	0.00%	N/A	Competitive quote results	
6	Barreras - August Fair	01-30-4237	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%	N/A	Competitive quote results	
7	Tree and Stump Removal	01-30-4375	\$ 11,150.00	\$ 11,150.00	\$ 11,440.50	-0.23%	\$ (3,290.50)	-29.44%	N/A	This line item will be over by approximately \$7,000 over budget due to the storms in July and August	
8	Tub Grinder	01-30-4743	\$ 8,000.00	\$ 8,000.00	\$ 7,735.00	0.33%	\$ 265.00	3.31%	N/A	No Comment	
9	Sidewalk Program	25-35-4380	\$ 113,010.00	\$ 108,010.00	\$ 80,000.00	29.65%	\$ 33,010.00	29.23%	N/A	The sidewalk program is now on maintenance schedule and field inventory identified a reduction for this line item.	
10	Curb and Gutter Program	25-35-4383	\$ 227,450.00	\$ 211,200.00	\$ 218,357.00	-2.35%	\$ 9,091.00	4.00%	N/A	Field conditions required additional curbs and gutter quantities	
11	Total		\$ 340,480.00	\$ 319,230.00	\$ 299,352.00	6.54%	\$ 42,128.00	12.37%	N/A		
12	Crack Seal/Fill Program	35-30-4372	\$ 49,800.00	\$ 35,000.00	\$ 40,000.00	-14.29%	\$ 9,500.00	19.19%	\$5,000	Field conditions required additional crack sealing quantities	
14											
15	Siding Roof-Plant Two	02-50-4223	\$ 9,138.00	\$ 6,431.00	\$ 6,431.00	0.00%	\$ 2,707.00	29.60%	N/A	No Comment	
16	Siding Roof-Plant Three	02-50-4223	\$ 15,074.00	\$ 12,972.00	\$ 12,972.00	0.00%	\$ 2,102.00	13.94%	N/A	No Comment	
17	Siding Roof-Plant Four	02-50-4223	\$ 10,675.00	\$ 9,820.00	\$ 9,820.00	0.00%	\$ 855.00	8.18%	N/A	No Comment	
18	Siding Roof-Plant Five	02-50-4223	\$ 10,417.00	\$ 12,944.00	\$ 12,944.00	0.00%	\$ (2,527.00)	-24.02%	N/A	Additional work was identified during the quote process	
19	S&T Dome	25-30-4813	\$ 164,500.00	\$ 210,000.00	\$ 220,000.00	0.00%	\$ (55,000.00)	-33.74%	N/A	No Comment	
21	Drainage Impv Project D-09 Brookbank Plaza	25-30-4376	\$ 128,000.00	\$ 128,000.00	\$ 60,000.00	46.88%	\$ 68,000.00	46.88%	\$15,000	allowed for salvaging of existing structures and reduced costs	
22	Drainage Impv Project A-10 Evans Plaza	25-30-4376	\$ 110,000.00	\$ 110,000.00	\$ 106,900.00	2.82%	\$ 3,100.00	2.82%	\$2,200	requiring additional material and labor	
24	Drainage Impv Project B-10 Richmond Avenue	25-30-4376	\$ 71,000.00	\$ 71,000.00	\$ 57,000.00	21.97%	\$ 14,000.00	21.97%	\$10,000	Contingency of \$10,000 not utilized	
25	Drainage Impv Project C-10 Western Avenue	25-30-4376	\$ 173,000.00	\$ 173,000.00	\$ 174,995.00	-1.13%	\$ (1,995.00)	-1.13%	\$0	was required due to the insufficient 1.5% wage required.	
26	Drainage Impv Project B222 Cadotte Court	25-30-4376	\$ 19,000.00	\$ 19,000.00	\$ 15,000.00	21.05%	\$ 4,000.00	21.05%	\$1,100	and allowed opportunity for cost savings.	
27	Drainage Impv Project 1529 Whiteberry Lane	25-30-4376	\$ 31,000.00	\$ 11,190.00	\$ 9,000.00	19.37%	\$ 24,000.00	77.74%	\$1,000	Anticipated concrete removal was not required	
28	Drainage Impv Project Brookbank Park-City	25-30-4376	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	0.00%	\$ -	0.00%	N/A	No Comment	
29	Drainage Project Total		\$ 541,000.00	\$ 519,190.00	\$ 455,075.00	16.54%	\$ 105,104.00	13.87%	\$30,300		
30	Road Program-Capital Impv										
31	Road Program-Capital Impv	25-30-4376	\$ 1,300,000.00	\$ 1,298,473.34	\$ 1,286,508.41	0.13%	\$ 13,491.59	1.04%	N/A	No Comment	
32	REIMBURSED										
33	Paving (James Peter Court)Paving & C&G		\$ 12,118.96	\$ -	\$ 10,345.20	N/A	\$ 1,773.76	11.60%	N/A	No Comment	
34	REIMBURSED		\$ 6,481.00	\$ 6,481.00	\$ 6,156.05	5.01%	\$ 324.95	5.01%	N/A	No Comment	
35	Total 2010 Road Program		\$ 1,318,599.96	\$ 1,304,954.34	\$ 1,303,000.66	0.15%	\$ 1,594.30	1.18%	N/A	No Comment	
36	Pavement Coring (2010 Pavement Program)	01-30-4353	\$ 12,000.00	\$ 12,700.00	\$ 12,710.00	0.00%	\$ -	0.00%	N/A	No Comment	
37	Contract and Bid Specifications-December-January	01-30-4353	\$ 30,000.00	\$ 26,772.00	\$ 26,070.33	701.67	\$ 2,624.67	8.75%	N/A	No Comment	
38	Total 2010 Road Engineering		\$ 42,000.00	\$ 39,472.00	\$ 38,780.33	701.67	\$ 4,170.67	9.79%	N/A	No Comment	
39											
40	Fertilization Program - 7th St Turf Area	01-30-4350	\$ 21,600.00	\$ 21,591.00	\$ 21,591.00	0.00%	\$ 9.00	0.04%	N/A	Competitive Bid Results	
41	Fertilization Program - 7th St Turf Area	01-30-4350	\$ 2,205.00	\$ 2,205.00	\$ 2,103.00	0.00%	\$ -	0.00%	N/A	Competitive Bid Results	
42	Maintenance - Water Plans	02-50-4223	\$ 3,103.00	\$ 3,103.00	\$ 3,103.00	0.00%	\$ -	0.00%	N/A	Competitive Bid Results	

I	A	B	C	D	E	F	G	H	I	J	K
	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Annual Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
43	Maintenance - City Hall	01-10-4327	\$ 1,218.57	\$ 1,218.57	\$ 1,218.57	\$ -	0.00%	\$ -	0.00%	N/A	Competitive Bid Results
44	Total Fertilization Program		\$ 21,148.57	\$ 21,139.57	\$ 24,139.57	\$ -	0.00%	\$ 9.00	0.00%	N/A	Competitive Bid Results
45	Ford F-250 - Unit 000	25-10-4815	\$ 37,476.00	\$ 31,139.00	\$ 31,329.00	\$ -	0.00%	\$ 3,667.00	12.77%	N/A	No Comment
47	Ford F-250 - Unit 403	25-10-4815	\$ 30,370.00	\$ 27,599.00	\$ 27,999.00	\$ -	0.00%	\$ 2,571.00	8.41%	N/A	No Comment
48	Remediation Pool		\$ 67,766.00	\$ 59,324.00	\$ 59,324.00	\$ -	0.00%	\$ 8,438.00	12.43%	N/A	No Comment
49											
50	Laptop - Toughbook	02-10-4815	\$ 1,675.00	\$ 1,625.00	\$ 1,625.00	\$ -	0.00%	\$ 30.00	2.99%	N/A	Government Pricing Secured
51	Laptop - Misc. Car Admin. Printer		\$ 50.00	\$ 50.00	\$ 50.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
52											
53	Concrete Saw	01-10-4815	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 399.00	19.95%	\$ 399.00	19.95%	N/A	Competitive Bid Results
54											
55	Landscaping Trailer	01-10-4815	\$ 3,500.00	\$ 3,620.00	\$ 2,620.00	\$ 880.00	25.14%	\$ 880.00	25.14%	N/A	Competitive Bid Results
56											
57	Dove Tail Trailer	01-10-4815	\$ 6,500.00	\$ 6,555.00	\$ 6,555.00	\$ -	0.00%	\$ (55.00)	-0.85%	N/A	Competitive Bid Results
58											
59	Rear Yard Drainage Project										
60											
61	70th & Maple Lane	01-10-4374	\$ 15,000.00	\$ 4,400.00	\$ 4,400.00	\$ -	0.00%	\$ -	0.00%		
62	Resident Reimbursement				\$ (1,000.00)	\$ -					
63	Project Cost 70th & Maple Lane				\$ 3,400.00	\$ -					
64											
65	71st Street and 72nd Street	01-10-4374	\$ 4,725.00	\$ 4,725.00	\$ 4,725.00	\$ -	0.00%	\$ -	0.00%		
66	Resident Reimbursement				\$ (1,000.00)	\$ -					
67	Project Cost 71st Street and 72nd Street				\$ 3,725.00	\$ -					
68											
69	Darien Woods Court	01-10-4374	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	0.00%	\$ -	0.00%		
70	Resident Reimbursement				\$ (1,000.00)	\$ -					
71	Project Cost Darien Woods Court				\$ 3,000.00	\$ -					
72											
73	Grand Total Rear Yard Drainage Projects		\$ 13,000.00	\$ 13,000.00	\$ 12,125.00	\$ 875.00	6.73%	\$ 875.00	6.73%		
74	Resident Reimbursement				\$ 3,000.00	\$ -					
75	Total		\$ -	\$ -	\$ 15,125.00	\$ (125.00)	0.83%	\$ (125.00)	-0.83%	N/A	No Comment
76											
77	Water Sampling Program	02-10-4241	\$ 15,000.00	\$ 7,033.00	\$ 7,033.00	\$ -	0.00%	\$ 7,963.00	53.10%	N/A	Analytical Testing was competitively bid through local labs versus the State Lab Program
78											
79	Street Light Maintenance & Energy	01-10-4359	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00	\$ -	0.00%	\$ -	0.00%		
80	26th Center	01-10-4359	\$ -	\$ -	\$ -	\$ -					
81	Street Light Installation-Holly and Brookbank	01-10-4359	\$ 12,000.00	\$ 4,495.00	\$ 4,495.00	\$ -	0.00%	\$ -	0.00%		
82	Street Light Installation-700 Walnut Ave	01-10-4359	\$ -	\$ 4,737.00	\$ 4,737.00	\$ -	0.00%	\$ -	0.00%		
83	Street Light Installation-Adams & Sloop Hollow	01-10-4359	\$ 40,000.00	\$ 77,252.00	\$ 77,252.00	\$ -	0.00%	\$ -	0.00%	TBD	TBD
84	Total		\$ 80,000.00	\$ 77,252.00	\$ 77,252.00	\$ -	0.00%	\$ -	0.00%		
85											
86											
87	Road Salt	01-00-4349	\$ 300,000.00	\$ 203,733.00	\$ 203,733.00	\$ -	0.00%	\$ 94,241.00	31.42%	N/A	Competitive Bid Results
88	Darien Park District - Reimbursable	REIMBURSED	\$ 18,703.00	\$ 18,703.00	\$ 18,703.00	\$ -	0.00%	\$ -	0.00%		
89	District 66	REIMBURSED	\$ 374.10	\$ 374.10	\$ 374.10	\$ -	0.00%	\$ -	0.00%		
90	Total		\$ 224,844.10	\$ 224,844.10	\$ 224,844.10	\$ -	0.00%	\$ -	0.00%		
91	Total Projects Summary		\$ 3,053,846.57	\$ 2,929,133.91	\$ 2,811,883.31	\$ 107,951.60	3.53%	\$ 314,666.26	10.47%		\$15,300

AGENDA MEMO
Administrative Finance Committee
November 8, 2010

ISSUE STATEMENT

Consideration of an ordinance approving an Intergovernmental agreement with DuPage County for reporting and meter reading.

BACKGROUND/HISTORY

We currently have an agreement with DuPage County to provide the City with meter reading and reporting for Darien water customers. During this year's budget discussions staff discussed this issue and increased the budget for these services in anticipation of the new agreement proposed by the County. Most of the agreement reflects current practice. The most significant change is the fees. We typically budget approximately \$45,000 for these services. Next year's budget will be approximately \$156,000 which was identified in our 3 year water budget. The significant increase was based on a water rate study conducted by the County last year. The County also reads meters for other towns and the study recommended the County charge the same rate for all the communities they serve.

STAFF RECOMMENDATION

Staff recommends approval of the agreement subject to attorney review

ALTERNATE CONSIDERATION

As directed by the Committee

DECISION MODE

Item to be scheduled for the November 15th City Council meeting.

**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. The COUNTY will provide notice of reading and billing service charges to the CITY

annually and prior to the fourth (4th) anniversary as set forth in Paragraph 9.6 below.

- 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 The initial term of this Agreement shall become effective from the date fully executed by the parties and remain in full force and effect for a period of four (4) years from the effective date. On the date of the fourth anniversary of this Agreement and each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional one-year period unless, within ninety (90) days prior to such anniversary date, either party has given written notice of termination to the other party.
- 10.7 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.
- 10.8 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.
- 10.9 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.

10.10 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

- 10.11 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.
- 10.12 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.
- 10.13 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

10.14 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: _____
Robert J. Schillerstorm
County Board Chairman

Attest
By: _____
Joanne F. Coleman
City Clerk

Attest
By: _____
Gary A. King
County Clerk

RESOLUTION NO. R-28-92

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN INTERGOVERNMENTAL AGREEMENT
WITH DUPAGE COUNTY

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

WHEREAS, an Agreement attached hereto and made a part hereof, has been prepared between the City of Darien and County of DuPage concerning the reading of the City's water meters and processing of the bills accordingly; and

WHEREAS, the Corporate Authorities, for record keeping purposes, 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, ILLINOIS, as follows;

SECTION 1: That the Mayor and Clerk is hereby authorized to execute an intergovernmental agreement for the reading of the City's water meters and processing of the bills accordingly.

SECTION 2: This Resolution shall be in full force and effect immediately upon its passage and approval.


RESOLUTION NO. R-28-92

PASSED AND APPROVED BY THE MAYOR AND THE CITY COUNCIL OF THE
CITY OF DARIEN, DuPAGE COUNTY, ILLINOIS, this 15th day of
June, 1992.

AYES: 8-Bazon, Beardsley, Biehl, Caulton, Gillespie, Hagen, Kussow, Little

NAYS: 0-None

ABSENT: 2-Rusnak, Smith



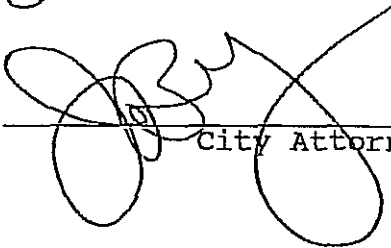
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

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 15th day of June, 1992 between the City of Darien, a municipal corporation, (hereinafter referred to as "CITY"), with offices located at 1702 Plainfield, 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 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as specified in Illinois Revised Statutes, ch. 127, par. 741, et seq. (1990), and as authorized by Article 7, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the purposes 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 COUNTY and the CITY are authorized to contract among themselves to obtain or share services or exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinances; and

WHEREAS, the City furnishes water to customers in its community and accordingly must arrange for regular readings of the water meters at the customers' premises; and

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

WHEREAS, the CITY submits its water meter readings to the COUNTY for the purpose of processing sanitary sewer bills; and

WHEREAS, the CITY and COUNTY wish to arrange for the COUNTY to read the CITY'S water meters and process the bills accordingly; and

WHEREAS, it is necessary that meter reading services be provided for 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 RECITALS INCORPORATED.

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

2.0 DATA REPORTING.

2.1 The COUNTY shall provide to the CITY during each billing cycle the following:

- 2.1.a the number of customers meters' read;
- 2.1.b the total consumption billed;
- 2.1.c the total amount the COUNTY is receiving from customers;
- 2.1.d a listing of non-readings when the COUNTY is unable to read a meter; and
- 2.1.e a listing of the estimated readings, when the COUNTY is unable to access the meter.
- 2.1.f an Aged Accounts Receivables Report effective April 30 of each year.

2.2 In the event the CITY requires additional reporting from the COUNTY associated with meter reading which reports are not specifically provided for herein, the CITY shall reimburse the COUNTY for costs associated with producing said reports.

3.0 METER READING.

3.1 The COUNTY shall have the right to cause the CITY water meters to be read at reasonable hours by properly authorized employees of the COUNTY. COUNTY employees reading CITY water meters shall be dressed in uniforms of the COUNTY and shall carry and display suitable identification indicating their employment by the COUNTY.

3.2 The COUNTY meter readers will make the same reasonable efforts to obtain CITY water meter readings as they make to obtain COUNTY water meter readings.

3.3 The COUNTY, will in the manner hereafter agreed upon by the parties as described below, communicate to the CITY the water meter readings taken by COUNTY meter readers.

3.4 The COUNTY and the CITY shall abide by the Operating Procedures Addendum as described in the attached Exhibit "A" incorporated herein by reference.

4.0 IDENTIFICATION OF PREMISES.

4.1 The CITY will, in the manner hereafter agreed upon by the parties as described below, identify to the COUNTY the premises at which water meter readings are to be made by the COUNTY.

5.0 SERVICE INITIATION FEE.

5.1 The CITY will pay the COUNTY a one time service initiation fee of four thousand five hundred dollars (\$4,500.00). Such service initiation fee is intended to offset the COUNTY's administrative costs to establish reading and billing data, integrate CITY and COUNTY computer data, and rearrange meter reading routes to accommodate increased work load. No service initiation fee shall be due with respect to meters added which are a result of normal growth in the number of customers.

6.0 OUTSIDE READING/INSIDE READING.

6.1 For purposes of this Agreement, the term "Outside Reading" means a meter reading or attempted meter reading made from a device which is capable of displaying or transmitting a meter reading, is located outside any structure or enclosure, and is freely accessible to the COUNTY meter readers without the need for keys, special permission or assistance to enter. The term "Inside Reading" means any meter reading or attempted meter reading other than an Outside Reading. It is expressly understood that if a COUNTY meter reader makes a reasonable attempt to read a CITY water meter while at the premises of a CITY water customer, that attempt shall constitute an Outside Reading or an Inside Reading (as the case may be) irrespective of whether the attempt in fact results in a successful reading of the meter.

7.0 CHARGES FOR SERVICES/PAYMENT.

7.1 The CITY shall pay the COUNTY sixteen thousand three hundred dollars (\$16,300.00) per year for Outside and Inside Reading as defined herein made by the COUNTY'S meter readers of CITY water meters. Every other month during the term of this Agreement, COUNTY will bill CITY two thousand seven hundred sixteen dollars and sixty seven cents (\$2,716.67) for Outside Readings and

Inside Readings performed by the COUNTY hereunder during the preceding month; payment of each such bill will be due from the CITY thirty (30) days after the date of mailing of the bill.

8.0 INDEMNIFICATION.

8.1 Either party nor any of a party's agents or employees shall be liable to the other party for any consequential or incidental damages under or by reason of this agreement and each party hereby waives and releases, to the fullest extent permitted by law, any claims which it might in the future have against the other party and such other party's agents and employees for such damages.

9.0 MODIFICATION.

9.1 This Agreement may be modified or amended only by written instrument signed by both the COUNTY and the CITY.

10.0 ENTIRE AGREEMENT.

10.1 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.

10.2 This Agreement supersedes the July 7, 1987 Water Consumption Agreement between the COUNTY and the CITY in its entirety.

11.0 EXECUTION BY THE PARTIES.

11.1 This Agreement shall be executed for and on behalf of the COUNTY and CITY pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

12.0 EFFECTIVE AGREEMENT.

12.1 The initial term of this Agreement shall become effective from the date fully executed by the parties and remain in full force and effect for a period of three (3) years from the effective date. On the date of the third anniversary of this Agreement and each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional one-year period unless, within at least ninety (90) days prior, either party has given written notice of termination to the other party.

Notwithstanding the foregoing provisions of this Section, this Agreement, is subject to possible earlier termination as set forth in paragraph 14 herein.

12.2 The terms of this Agreement may be extended or modified upon the signed written agreement of both parties.

13.0 FORCE MAJEURE.

13.1 In the event that the COUNTY'S obligation hereunder to read the CITY water meter cannot be performed by reason of an act of God, strike, labor dispute, fire, war, civil disturbance, explosion, breakage or accident to machinery or lines of pipe, quarantine, epidemic, flood, severe storm or other weather disturbance, act or interference of any governmental authority or agency or by any similar cause reasonably beyond the control of the COUNTY or CITY, then during the continuance of such disturbance, (i) the COUNTY'S obligation to read CITY 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.

14.0 REGULATORY MATTERS.

14.1 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.

15.0 NOTICES.

15.1 All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid as follows:

If to the COUNTY:

DuPage County
Department of Environmental Concerns
421 North County Farm Road
Wheaton, IL 60187
Attn: Greg Wilcox, Director

If to the CITY:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Tim Gagen, City Administrator

16.0 GOVERNING LAW.

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


17.0 COUNTERPARTS.

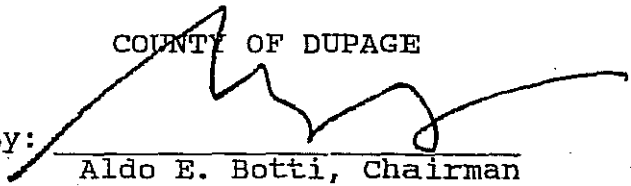
17.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.


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

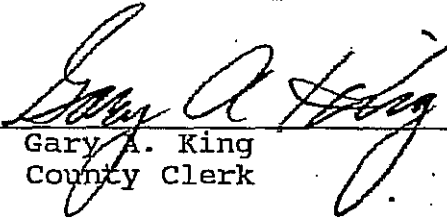
CITY OF DARIEN

COUNTY OF DUPAGE

By: 
Carmen D. Soldato
Mayor

By: 
Aldo E. Botti, Chairman
DuPage County Board

Attest
By: 
Joanne Coleman
City Clerk

Attest
By: 
Gary A. King
County Clerk

C:\DARIEN

EXHIBIT "A"

METER READING OPERATING PROCEDURES ADDENDUM

1. The County of DuPage will read all City of Darien customer accounts six times each year.

2. The County of DuPage will not be required to do any type of special readings except for final readings (ownership change). The City of Darien will provide a hard copy of new customer information of each month along with forwarding address and date of change for old customer.

3. Door knob cards will only be used for remote malfunctions and unoccupied commercial accounts.

4. Water meter remote locations will be provided to DuPage County personnel to facilitate reading of accounts.

5. The computerized Rockwell Meter Management System (RMMS) allows a maximum of four digits for the meter reading. The County of DuPage will eliminate digits not necessary to billing.

6. The City of Darien will purchase the appropriate adapter so the Rockwell reader can read the Neptune meters. Darien will also make Neptune readers available to the COUNTY if necessary to obtain meter readings.

7. The City of Darien will provide the COUNTY with a hard copy listing of all new meter installations on a monthly basis. The file will include the customer name, street address, water account number, and remote meter location and water rate. DuPage County will then update their records to ensure that information is current.

8. The City of Darien will only have computer access to screens pertaining to the meter reading of their customers. Darien will have available a two year history of their customers. Darien will not be able to add, delete or alter any of the computer information available to them.

9. Darien will receive a hard copy of those accounts requiring meter or remote repairs. Darien personnel will be responsible for testing and repair of these services on a timely basis. These accounts will receive an estimated bill until repairs have been completed. If the meter is not repaired by the following meter reading period, that account will be billed on a non-metered usage basis (8000 gal/month).

Page 2
Meter Reading
Operating Procedures

10. County of DuPage will use its best efforts to provide payment to Darien within fourteen (14) to twenty-one (21) days of the billing period. The County of DuPage will be responsible for the collection of all due bills. Darien will assist DuPage in the discontinuing of water service when bills become delinquent, for no fee.

11. Provisions to Modify Payment For Services. The yearly payment for services to the County of DuPage shall be reviewed and adjusted, if necessary, on an annual basis to reflect additional meter readings and cost of living increase. This payment shall be mutually agreed upon by the City of Darien and the County of DuPage contact personnel.

12. City of Darien and County of DuPage contact persons:

City of Darien:

Director of Public Works	Art Benner	887-0008
Water Superintendent	Rob Rodgers	887-0008
Water Billing Supervisor	Frank Caputo	852-5000
City Administrator	Tim Gagen	852-5000

County of DuPage:

Director of Public Works	Greg Wilcox	682-7137
Water Facilities Supervisor	Brad Jordan	964-7207

RESOLUTION

PW-0006-92

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

WHEREAS, the City of Darien ("CITY") and the County of DuPage ("COUNTY") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as specified in Illinois Revised Statutes, ch. 127, par. 741, et seq. (1990), and as authorized by Article 7, Section 10 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the purposes 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 COUNTY and the CITY are authorized to contract among themselves to obtain or share services or exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinances; and

WHEREAS, the CITY furnishes water to customers in its community and accordingly must arrange for regular readings of the water meters at the customers' premises; and

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

WHEREAS, the CITY submits its water meter readings to the COUNTY for the purpose of processing sanitary sewer bills; and

WHEREAS, the CITY and COUNTY wish to arrange for the COUNTY to read the CITY's water meters and process the bills accordingly; and

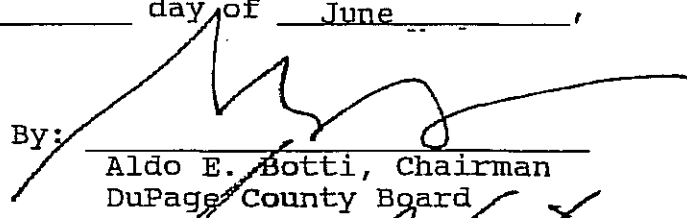
WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and approved the attached Intergovernmental Agreement between the COUNTY and the CITY.

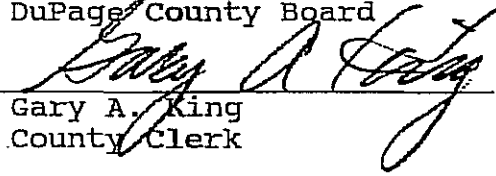
NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and the City of Darien is hereby accepted and approved and the Chairman of the County Board is hereby authorized and directed to execute in duplicate the Intergovernmental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

BE IT FURTHER RESOLVED that the County Clerk be directed to record this resolution and the attached agreement in the Office of the Recorder of Deeds for DuPage County.

BE IT FURTHER RESOLVED that the County Clerk is hereby authorized and directed to transmit certified copies of this Resolution and the attached Intergovernmental Agreement to the City of Darien, 1702 Plainfield, Darien, Illinois 60559; Carole Doris and Augusta Clark, State's Attorney's Office; Darlene Lynch, Department of Environmental Concerns; Karen Wilson/Brad Jordan, 7900 South Route 53, Woodridge, Illinois; County Auditor; Finance Director; Treasurer; and two (2) copies to the Department of Environmental Concerns.

Enacted and approved this 23rd day of June, 1992 at Wheaton, Illinois 60187.

By: 
Aldo E. Botti, Chairman
DuPage County Board

Attest By: 
Gary A. King
County Clerk

Ayes: 17
Absent: 7

AGENDA MEMO
Administrative/Finance Committee
November 8, 2010

ISSUE STATEMENT

A discussion on a change in state law allowing municipalities to bid on electric supply for residential customers.

BACKGROUND/HISTORY

The City of Darien received a letter from NIMEC, a company that assists us with the power supply for our water pumping stations and streetlights notifying us of a change in state law that could lead municipalities to purchase electric supply on behalf of their residents. This could have the effect of lowering the cost of power for individual homes in the community. There are several issues that must be resolved before this could happen. Once those issues are resolved, the most effective program would be an "opt out" option program in which residents that wanted their power through a ComEd bid could opt out of the Darien bid. The remainder of the residents would be tied to a contract with a supplier and the City of Darien. To create an "opt out" program, there would need to be two public hearings and a referendum on the next election ballot.

STAFF/COMMITTEE RECOMMENDATION

For discussion only.

ALTERNATE CONSIDERATION

For discussion only.

DECISION MODE

For discussion only.

NIMEC

NORTHERN ILLINOIS MUNICIPAL ELECTRIC COOPERATIVE
BANDING TOGETHER TO DRIVE DOWN PRICING

FALL, 2010

ELECTRIC CHOICE TO COME TO RESIDENTS SOON

Since the State of Illinois deregulated the electric market, nearly all of the change has been limited to the commercial market. To date, 76% of the commercial market has moved from ComEd to take advantage of lower cost suppliers.

However, the number of residential households that has moved from ComEd to these lower cost suppliers has been negligible. Suppliers could only offer an "Opt In" program, where each resident had to individually initiate the change to another supplier.

Most residents are not sufficiently informed about deregulation or the various supplier options to make an informed choice.

Therefore, the State of Illinois recently changed the current legislation to allow municipalities to enact an "Opt Out" program. Under this option, a municipality

could move all ComEd accounts within the city limits to a supplier of their choice, much like municipal contracts for cable or trash. If a resident did not want to move, they could "Opt Out" of the municipal choice and move back to ComEd.

A municipality would only consider an "Opt Out" program if they could offer residential rates lower than those of ComEd. Currently, those lower rates are available in the marketplace.

The first step toward implementation of an "Opt Out" program would call for the municipality to pass a resolution to place the measure on an upcoming ballot. At least two public hearings and/or informational meetings would be required to educate the voting public.

Ohio is ahead of Illinois, and has previously enacted a similar program. Nearly all of the ballot initiatives have

passed easily, when brought to a vote.

Should the measure be passed, the municipality would then entertain bids from various suppliers for power for the entire community. NIMEC will be available to help the city select the most aggressive supplier for the municipality.

NIMEC would then aggregate all municipal members to buy power together. Aggregating the residents' load of all NIMEC members would enable us to negotiate more aggressive pricing compared to each municipality bidding alone.

ComEd would continue to bill all residents on behalf of the municipal supplier and payments would continue to be paid to ComEd. From an operational perspective, the residential user would hardly notice any change to their billing, except for the lower rates.