

City Council Goal Setting Session Agenda

**October 29, 2014 at 6:30 P.M
Police Department Training Room**

- 1 Call to Order**
- 2 Darien Historical Society Request**
- 3 Refuse/Recycling Contract Extension**
- 4 Remaining Land Development**
- 5 Capital/Neighborhood Beautification Projects**
- 6 Police Department**
- 7 Environmental and Communications Committee Review**
- 8 Adjournment**

CITY OF DARIEN

MEMO

TO: City Council, City Clerk & City Treasurer

FROM: Kathy Weaver, Mayor
Bryon D. Vana, City Administrator

DATE: October 23, 2014

SUBJECT: Goal Setting Agenda and Background –October 29, 2014, 6:30 pm,
police training room

The agenda has been prepared for the goal setting session scheduled for October 29, 2014. This memo includes a summary of these topics and additional background information on some of the topics. If a topic has an * next to it then additional material is included in the packet.

1 Darien Historical Society Request *

The DHS previously contacted the City asking that the City Council take action to facilitate the DHS becoming an entity under the auspices of the City. The City Council discussed this in general terms but needs additional time to review terms and conditions that would be necessary as part of making the DHS a City entity.

2 Refuse/Recycling Contract Extension *

The Refuse contract with Advance Disposal is a 4 year contract that is set to expire on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the attached rates. Staff is requesting the Council consider exercising the 2 year extension.

3 Remaining Land Development

The City's Comprehensive Land Use Plan was approved in November of 2002 with a minor update in October of 2006. The update in 2002 focused on 7 key areas/parcels. The plan also identified annexation opportunities and corridor enhancements within our planning area. This topic is on the agenda to allow the Council to discuss their feelings as to development moving forward. Staff keeps a copy of the Comprehensive Plan at the City Hall offices. The document is approximately 100 pages with pull-out sections. If you would like to see a copy of the plan please let me know and I will also have the copy available at the goal setting meeting.

4 Capital/Neighborhood Beautification Projects *

Since 2004 the City has increased funding for neighborhood improvement projects such as roads, sidewalks, drainage, water system improvements, and beautification projects. These projects are critical to maintain and improve neighborhood property values. This topic is on the agenda to allow the Council to discuss expanding or accelerating our capital improvement and beautification projects.

5 Police Department*

Chief Brown previously provided a report to the Council regarding the operational changes that have taken place since he became Chief. Chief Brown will update that report and also provide insight into operational changes that will be the focus over the next 3 years.

6 Environmental and Communications Committee Review*

The City operates with a number of volunteer committees that conduct duties as outlined in the City code. These volunteers all take their responsibility seriously and provide excellent assistance to the City. However, for several years the Communications and Environmental committees have only met periodically and staff does not see many items coming forward to those committees. This topic is on the agenda to allow the Council to discuss options to utilize committee volunteers in a different capacity. For example, a committee can be created that can review a variety of items as requested by the Council instead of focusing on one topic.

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk, City Treasurer

FROM: Bryon D. Vana, City Administrator

DATE: October 24, 2014

RE: Goal Setting – Darien Historical Request

The City Council has received several requests from the Darien Historical Society (DHS) asking the City to financially support the DHS. The requests have varied from providing financial assistance from the City to having the DHS become an entity under the City.

When the DHS attended the Council meeting in May of 2014 to request funding, the Council was concerned about investing money into the building since it is owned by School District 61. The Council felt it was important to have a long term commitment for the property if the City were to invest in improvements to the property. The attached email from District 61 conveys that they are willing to work on a long term agreement to keep the historical society at the present location. Staff suggested a long term lease and not a purchase. A long term lease is more practical than a sale because a sale would require property subdivisions, creation of easements, and other expenses.

To facilitate the discussion the Council should consider two main points:

1. Would the DHS become a department of the City if the City provided significant funding to the organization?
2. If the City were to simply provide funding to the DHS what would be the funding limits and rules associated with providing funds.
- 3.

I anticipate other specific questions will come up during the discussion and can be answered after the Council reaches a general consensus on the 2 points above.

Darien Historical Society



Old Lace School

7422 Cass Avenue
Darien, IL 60561
March 17, 2014

To: Mayor Kathleen Weaver
Darien City Council
From: Darien Historical Society

After careful consideration of our financial situation and our funding needs, the Darien Historical Society Board of Directors voted at our monthly meeting on Wednesday, March 12, 2014, to request that the Darien City Council take action to facilitate our becoming an entity under the auspices of the city. While we are very appreciative of the positive input from the members of the Darien Committee for Intergovernmental Cooperation, their suggestions will not resolve our monetary needs. Under the auspices of the city, the Historical Society would retain responsibility for our collection and programs while the city would assume responsibility for the maintenance of Old Lace Schoolhouse and Museum.

At present, the Darien Historical Society maintains Old Lace Schoolhouse and Museum, the oldest public building in Darien. Our collection of archives and artifacts is of great historical significance for the community and we are the only institution that has them. We do not have the resources to deal with impending maintenance issues; to move forward with archival storage of documents, newspapers, and photographs; to aggressively pursue the acquisition of artifacts relevant to Darien's history; and to display artifacts in a museum quality manner. By becoming part of the city's administrative structure, we would hope to stabilize our income with a predictable level of funding that would enable us to accomplish our goals and preserve Darien's heritage for its citizens.

We appreciate your consideration of our request and would welcome the opportunity to respond to any questions or concerns.

A handwritten signature in cursive script that reads "John Poteraske".

John Poteraske, President
Darien Historical Society

Ashley Prueter

From: Bryon Vana
Sent: Thursday, October 09, 2014 3:36 PM
To: Bryon Vana
Subject: FW: Old Lace Museum

Bryon D. Vana

Bryon D. Vana
City Administrator
City of Darien
Office phone – 630-353-8114

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple! <http://www.darien.il.us/Departments/Administration/CityNews.html>

From: Bob Carlo [<mailto:bcarlo@darien61.org>]
Sent: Wednesday, August 27, 2014 12:19 PM
To: Scott Coren; Bryon Vana
Cc: Megan Stoltz; Janine Kiwiet; Bob Rzeszutko; B Rzeszutko
Subject: Re: Old Lace Museum

Bryon,

This serves to confirm our conversation this morning with regards to moving forward on the District and the City entering into a lease agreement for the Old Lace Museum. The District #61 Board of Education discussed the email dated August 5, 2014 from Scott Coren.

As I mentioned, the lease agreement would be fine with the Board and they are willing to have the lease document that is prepared by the City reviewed by the District attorney and approved by the Board.

One clarification, which can be outlined in the lease is point 5: maintenance requirements. As we discussed, this was handled by the City under the past lease and would most likely continue under a new agreement. The District has, in the past, done some small maintenance to the building, cutting of grass, and snow removal. Additionally, the City, DHS, and District worked together in the repair of the stairs on the building in the past.

The Board has no plans for changes to the corner of 75th and Cass. The Board has no objection to the City having an out clause on the lease. With the lease agreement the District would still own the building/land. The Board is not opposed to the City having an arrangement with the Darien Historical Society on the Old Lace Museum.

Please let me know how we can assist as the City decides the next step to move forward.

Bob

On Tue, Aug 5, 2014 at 12:34 PM, Scott Coren <scoren@darienil.gov> wrote:

Bob,

As a follow up to your conversation with Bryon, the City has an outstanding request from the Darien Historical Society to assist them with maintenance of the Old Lace School Museum. As you are aware, District 61 currently leases the building to the City of Darien, who in turn leases the building to the DHS. The City Council has discussed the possibility of providing financial assistance to the DHS but was concerned with investing in the building without ownership of the property or a longer commitment to use the property. In order for the City to evaluate the DHS request the City and District should have an understanding of future general lease terms. Once we have identified general terms the City and District can agree on a more detailed lease. Following are the general terms I put together:

1. The lease should run for a significant length of time, if the City invests money into the infrastructure. At the same time, the City should have an out clause, in case something major comes up and the City no longer wants to continue the operation. We are thinking, generally, of a 30 year lease with a 180 day “out” clause for the City.
2. If the DHS dissolves, there should be an “out” for either party.
3. The lease should require the property to be used for the DHS purpose
4. The lease should include the use of the school parking lot and grounds and for events such as the Christmas Tree Lighting Ceremony
5. The lease should include maintenance requirements and responsibilities to ensure the building is kept in excellent condition. Will the school district continue maintaining the landscaping? Are they willing to assist with janitorial services, or IT projects for the building?
6. The lease should include insurance indemnification of the District and City by the Historical Society

However this request proceeds, we should discuss the general lease terms and how we can move forward so the district and City can make any agreed upon decision. If you have additional general lease term ideas please forward those to me.

Thanks and I will follow up with you next week.

Scott Coren
CITY OF DARIEN
Assistant City Administrator

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Robert M. Carlo, Ed.D.
Superintendent of Schools
Darien Public Schools-District #61
7414 Cass Avenue
Darien, IL 60561

630-968-7505

bcarlo@darien61.org

"To empower each and every student to learn in a caring and safe environment"

LE A S E

THIS INDENTURE made this 31st day of May, 1996, between DARIEN SCHOOL DISTRICT NUMBER 61, Du Page County Illinois, (hereinafter called the "Lessor") and the CITY OF DARIEN, Du Page County, Illinois, a municipal corporation of the State of Illinois, (hereinafter called the "Lessee").

WITNESSETH: That the Lessor, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the Lessee, has demised and leased to the Lessee the premises shown on Exhibit A attached hereto and hereby made a part hereof and commonly known as "Old School House" in the City of Darien, Township of Downers Grove, County of Du Page and State of Illinois, known and described as follows:

The frame building located near the intersection of 75th Street and Cass Avenue at the southeast corner of the Lace School site including an area surrounding the existing structure for purposes of landscaping, gardening and for beautification and such area shall be described as follows:

Commencing at the intersection at the west right-of-way line of Cass Avenue and the north right-of-way line of 75th Street, thence west along such north right-of-way line of 75th Street to a point 69 feet west of the west line of the existing structure extended, thence north along a line parallel to the west line of the building and 69 feet west of such structure to the south line of the south driveway of the New Lace School, thence east along the south line of said driveway to the west right-of-way line of Cass Avenue, thence south along said west right-of-way line of Cass Avenue to the point of beginning.

TO HAVE AND TO HOLD the same for the purposes of Historical Society Facilities for the term of ten (10) years from the first day of June, 1996, to and including the 31st day of May, 2006. And the Lessee, in consideration of said demise, does covenant and agree with the Lessor as follows:

1. To pay as rent for said demised premises the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration the receipt of which is hereby received and acknowledged by Darien School District Number 61, Du Page, Illinois.

2. That the Lessee shall, during the same time, keep the interior and exterior of said premises in good and tenantable repair, reasonable wear and tear excepted. Lessee shall maintain all plumbing, heating, furnace and electrical fixtures and equipment in good and workable order at all times.

3. That said building and premises shall be used for the purposes set forth in the Articles of Incorporation of the Darien Historical Society. In the event of amendment proposed for such Articles, notice shall be given to the Board of Education of District 61.

4. That said Lessee shall not assign this Lease without the written consent of the Lessor.

5. That the Lessee shall, at the termination of said tenancy or extension thereof, quietly yield up the said premises, with the fixtures which are now, or at any time during said term shall be thereon, in as good and tenantable condition in all respects, reasonable wear and tear excepted, as the same now are.

6. Lessor shall provide public liability insurance in the amount of \$300,000/\$500,000 with Lessee as additional insured.

7. The Lessee shall make no substantial change to the outside or other modification of outside of the premises without the written consent first given by the Lessor, which consent shall not be unreasonably withheld.

8. Lessee shall furnish all its own utilities and custodial services.

9. Subject to the requirements for school parking, Lessee shall have parking privileges on the school parking lots adjacent to the structure, terminable on thirty-day written notice from the Lessor.

10. The Board of Education of the Darien School District has studied the use to which the demised property might be put and, based upon recommendations of the Citizens Advisory Committee, the Darien Historical Society and others, has determined that it is in the best interest of the District and its students that the "Old Lace" School be preserved as an Historical Museum. As such a Museum, it is an educational resource to the District and of substantial benefit to the community in the preservation of its history. The Board of Education, in executing this lease, is not unmindful of the fact that his action will relieve the District of substantial outlays for the improvement and maintenance of the "Old Lace" School, and that the City and the Darien Historical Society will undertake such expenses.

11. This lease may be terminated at any time by either Lessee or Lessor upon 60 days prior written notice to one party by the other. Absent receipt of notice of termination by either party as provided, this lease and all its terms and provisions herein shall automatically be renewed for an additional ten-year term.

12. All notices required by this lease shall be in writing and shall be sent certified or registered mail, return receipt requested, and shall be directed to the official individual indicated at the address set forth below:

If to Lessor:

Superintendent
Darien Elementary School District 61
Lace School
7414 Cass Avenue
Darien, Illinois 60561

If to Lessee:

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their respective officers thereunto duly authorized the day and year first above written.

DARIEN SCHOOL DISTRICT NUMBER 61

By: *Camela R. Deutscher*
President, Board of Education

ATTEST:

David Wildermuth
Secretary, Board of Education

CITY OF DARIEN

By: *C. J. [Signature]*
Mayor

ATTEST:

Joseph S. Celisano
Clerk

May 31, 1996

FILE

OPERATING AGREEMENT BETWEEN THE CITY OF DARIEN
AND
DARIEN HISTORICAL SOCIETY

This is a certified copy of the Operating Agreement between the City of Darien and the Darien Historical Society which was approved by the City Council on May 20, 1996.

The commencement date of this agreement is May 31, 1996 and may be terminated at the end of a ten year term, May 30, 2006 by either party provided written notice is given by either party 120 days prior to May 30, 2006.

If no such notice is given, the agreement will be automatically renewed for an additional ten Years.


Ed Miller
President

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JOANNE F. COLEMAN , do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of Du Page County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of the Operating Agreement between the Darien Historical Society and the City of Darien, duly passed and approved by the Mayor and City Council members of the City at a meeting held on the 20th day of May , 1996.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 29th day of May , 1996.

 Joanne F. Coleman
 City Clerk

By

 Frances Mazzolani
 Deputy Clerk

(SEAL)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT made this 31st day of May, 1996, by and between the DARIEN HISTORICAL SOCIETY, a not-for-profit corporation of Illinois (hereinafter called the "OPERATOR"), and the CITY OF DARIEN, DuPage County, Illinois, a municipal corporation of the State of Illinois (hereinafter called the "City").

W I T N E S S E T H:

WHEREAS, the City, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the OPERATOR, has agreed to make available the premises shown on Exhibit "A" of the Lease attached hereto as Exhibit "B" which is attached hereto and hereby made a part hereof, commonly known as "Old School House" in the City of Darien, Township of Downers Grove, County of DuPage and State of Illinois, known and described as follows:

The frame building located near the intersection of 75th Street and Cass Avenue at the Southeast corner of the Lace School Site including an area surrounding the existing structure for purposes of landscaping, gardening and for beautification and such area shall be described as follows:

Commencing at the intersection at the west right-of-way line of Cass Avenue and the north right-of-way line of 75th Street, thence west along such north right-of-way line of 75th Street to a point 69 feet west of the west line of the existing structure extended, thence north along a line parallel to the west line of the building and 69 feet west of such structure to the south line of the south driveway of the New Lace School, thence east along the south line of said driveway to the west right-of-way line of Cass Avenue, thence south along said west right-of-way line of Cass Avenue to the point of beginning.

for the purposes of Historical Society Facilities for a period of ten (10) years from the first day of June, 1996, to and including the thirtieth day of May, 2006. And the OPERATOR in consideration of said Agreement does covenant and agree with the CITY as follows:

SECTION 1: To pay a fee for the use of the premises, in addition to operating obligations herein set forth, for the described premises, the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby received and acknowledged by the CITY.

SECTION 2: That the OPERATOR shall, during the same time, keep the interior and exterior of said premises in good and tenantable repair, reasonable wear and tear excepted. OPERATOR shall maintain all plumbing, heating, furnace and electrical fixtures and equipment in good and workable order at all times.

SECTION 3: That said building and premises shall be used for the purposes set forth in the Articles of Incorporation of the Darien Historical Society. In the event of amendment proposed for such Articles, prior written notice shall be given to the CITY.

SECTION 4: That said OPERATOR shall not assign this Operating Agreement without the prior written consent of the CITY.

SECTION 5: That the OPERATOR shall, at the termination of this Agreement of extension hereof, quietly yield up the said premises, with the fixtures which are now, or at any time during said period shall be thereon, in as good and tenantable condition in all respects, reasonable wear and tear excepted, as the same now are.

SECTION 6: The OPERATOR shall make no substantial change to the outside or other modification of outside of the premises without the written consent first given by the CITY, which consent shall not be reasonably withheld.

SECTION 7: The OPERATOR shall pay for its phone service and custodial services.

SECTION 8: Subject to the requirements for school parking, OPERATOR shall be allowed to use parking on the school parking lots adjacent to the structure, subject to the provisions of the Lease between the School District and the CITY and terminable on twenty-one (21) days written notice from the CITY.

SECTION 9: The CITY has studied the use to which the demised property might be put and, based upon recommendations of the Citizens Advisory Committee, the Darien Historical Society and others, has determined that it is in the best interest of the CITY that the "Old School House" be preserved as an Historical Museum. As such a Museum, it will be an educational resource to the School District, the CITY and others and of substantial benefit to the community in the preservation of its history. The Board of Education, in executing the Lease to the CITY was not and the CITY is not unmindful of the fact that this action will relieve the District and the CITY of substantial outlays for the improvement and maintenance of the "Old School House," and that the Darien Historical Society plans to incur substantial expense to restore the building in keeping with its heritage.

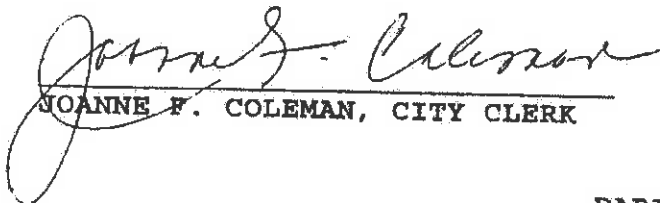
SECTION 10: The OPERATOR agrees to comply with all the terms of the Lease attached hereto as Exhibit "B".

SECTION 11: This Agreement may be terminated at the end of the ten year term provided for herein by either party by way of written notice to the other party delivered by first class mail, such notice being sent at least one hundred twenty (120) days prior to termination. In the event no such notice is given by either party, the Agreement shall be deemed renewed for an additional ten years.

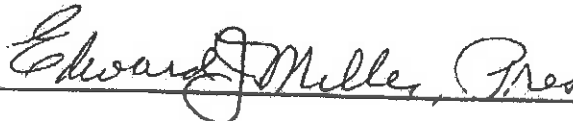
CITY OF DARIEN

By: 
CARMEN D. SOLDATO, MAYOR

ATTEST:


JOANNE F. COLEMAN, CITY CLERK

DARIEN HISTORICAL SOCIETY

By:  Pres.

ATTEST:



Darien Historical Society

Business Plan



February 4, 2014

Description of the Organization

The Darien Historical Society was established in 1974. The facility is a former one-room schoolhouse with a basement located on the northwest corner of the intersection of Cass Avenue and 75th Street. The first schoolhouse on the site was built in 1859. It burned and was rebuilt in 1925. An eleven member volunteer board of directors operates the historical society. The Schoolhouse and Museum is open to the public the first Sunday of each month from 1:00 to 3:00 PM and other times by arrangement or for special events. Annual membership dues and donations are the basis of the society's income. Our mission is to collect and preserve archives and artifacts relating to the history of Darien and to serve as a resource for students, educators, historians, genealogists, and other interested persons.

Darien Historical Society Capital Needs

List is prioritized with the assistance of Dan Gombac, Director of Municipal Services

ITEM	DAN GOMBAC COST ESTIMATE	VENDOR *Recommended by Dan Gombac	VENDOR BID	COMMENTS
Mice Infestation	\$1,200 per year	Orkin ServiceMaster **	\$ 135.00 Initially 55.00 Monthly \$2,417.13	** Remove and replace contaminated ceiling tile and necessary cleaning
Furnace/Humidifier	\$5,000	Econo Temp * 630-963-8080	No Cost	Econo Temp will furnish and install a Ducane 80% efficient furnace model 80GIUH070 with a new chimney liner
Chimney Tuckpointing	\$3,000	Jeff * 815-530-3914		
Roof	\$7,000-\$10,000	Tom Esenther * Thomas Roofing 708-246-1929		
Back Door Removal and Replacement		Home Depot * Contact: Steven Zyglar	\$ 333.19	Volunteer labor provided by Dan Gombac
Painting and Woodworking Restoration	\$7,000	Joe Gleason * Great Lakes Painting and Decorating 630-677-1942 Dayne Levesque A-Z Painting & Refinishing Inc 630-400-9986	\$22,200.00 \$17,240.00	Cost includes required lead abatement
Clean Wood Floor		John James All American Hardwood Floors	\$ 59.97 \$ 50.00 for labor	BonaKemi Ultimate Hardwood Floor Care System
Repair Cellar Door	\$50.00 for materials		\$ 50.00 for materials	Volunteer labor provided by Dan Gombac
<p>TOTAL: \$38,905.29 This figure includes Dan Gombac's estimates for Chimney Tuckpointing and Roof because the weather made it impossible for contractors to provide bids. Total reflects the highest bids/estimates.</p>				

Maintenance

- Telephone
- Old Lace Security
- Cleaning Service
- Old Lace Maintenance/Lawn Care
- Sunday Dinner
- Ice Cream Social
- Tag Day

Replacement

- Mice Infestation
- Chimney Tuckpointing
- Roof
- Back Door Replacement
- Painting (Exterior and Interior) and Woodworking Restoration
- Cleaning First Floor Hardwood Floor
- Tree Lighting Expense
- Independence Day Parade Expense

Expansion

- Archival Supplies
- Collection - Archives and Artifacts
- In-House Programs
- Light for Outdoor Flag Pole
- Membership in Professional Organizations
- Museum Quality Display Cases and Mannequins
- Participation in Professional Conferences
- Replacement of Basement Carpet
- Shelving for Archival Boxes
- Technology
 - Lap Top Computer
 - External Hard Drive
 - Color Laser Printer/Scanner
 - Internet Access with WiFi

Darien Historical Society

BUDGET FOR THE YEAR ENDED 5/31/15

	FY13 ACTUAL	FY14 ESTIMATED ACTUAL	FY15 REQUEST	FY16 FORECAST	FY17 FORECAST
REVENUE					
SUNDAY DINNER	4,635	3,915	4,000	4,000	4,000
ICE CREAM SOCIAL	404	591	350	350	350
INDEPENDENCE DAY PARADE	-	-	-	-	-
TAG DAY	2,812	2,500	2,500	2,500	2,500
MEMBERSHIPS	1,405	1,400	1,500	1,600	1,700
DONATIONS	3,542	2,500	1,000	1,000	1,000
GRANTS	850	500	500	500	500
DARIEN BOOK	4,436	900	500	100	-
OTHER	383	10	10	10	10
TOTAL REVENUES	\$ 18,465	\$ 12,316	\$ 10,360	\$ 10,060	\$ 10,060
EXPENDITURES					
MAINTENANCE					
TELEPHONE	603	703	725	750	800
INSURANCE	593	600	625	650	675
OLD LACE CLEANING SERVICE	554	550	550	600	600
OLD LACE GROUNDSKEEPING	444	450	450	450	450
OLD LACE SECURITY	368	384	400	415	430
DHS MAILINGS/PRINTING	1,227	1,300	1,350	1,400	1,450
MEMBERSHIPS	225	225	225	225	225
SUNDAY DINNER	3,452	3,172	3,600	3,700	3,800
ICE CREAM SOCIAL	111	70	100	100	100
INDEPENDENCE DAY PARADE	28	153	25	25	25
TAG DAY	184	180	180	180	180
TREE LIGHTING	193	103	150	150	150
UTILITIES-GAS/ELEC/WATER (Paid by other districts)	-	-	-	-	-
MAINTENANCE SUB-TOTAL	7,980	7,890	8,380	8,645	8,885
DARIEN BOOK	4,487	500	-	-	-
ARTIFACT PURCHASE AND PRESERVATION	2,115	2,000	2,250	3,000	3,500
SUB-TOTAL	6,602	2,500	2,250	3,000	3,500
ONE-TIME EXPENSES	1,218	256	-	-	-
TOTAL EXPENDITURES	\$ 15,799	\$ 10,646	\$ 10,630	\$ 11,645	\$ 12,385
FISCAL YEAR BALANCE	2,666	1,670	(270)	(1,585)	(2,325)
BEG FUND BALANCE	16,627	19,293	20,963	20,693	19,108
ENDING FUND BALANCE	19,293	20,963	20,693	19,108	16,783

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk & City Treasurer

FROM: Bryon D. Vana, City Administrator

DATE: October 24, 2014

RE: Goal Setting – Refuse Contract with Advance Disposal

The Refuse contract with Advance Disposal (formally Veolia) is a 4 year contract that is set to expire on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the attached rates. Staff is requesting the Council consider exercising the 2 year extension.

In summary, if the same program is continued with Advance the rates for the next 2 years would be:

- 4-1-15 to 3-31-16- \$3.47 per refuse/yard waste sticker
- 4-1-15 to 3-31-16- \$3.63 per refuse/yard waste sticker

Those sticker rates are lower than the neighboring communities of Downers Grove (\$3.70) and Woodridge (3.67). Advance's service has been excellent and we seldom receive calls for residents regarding poor service.

An additional reason to extend the contract is to relieve the burden on residents when changing companies. Switching garbage companies requires the return and repurchase of stickers and totes, may require a different pickup schedule, and a large educational program advising residents of the change.

The City has both bid and extended refuse contracts based of different factors. Given the favorable rate, excellent service, and ease for residents staff does recommend exercising the 2 year option.

RESOLUTION NO. R-14-11

**CONSIDERATION OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH
VEOLIA ENVIRONMENTAL TO PROVIDE RESIDENTIAL REFUSE HAULING
BEGINNING APRIL 1, 2011 THROUGH MARCH 31, 2015 WITH TWO OPTION
YEARS**

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 7th day of February, 2011.

AYES: 7 – Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
NAYS: 0 – NONE
ABSENT: 0 – NONE

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 7th day of February, 2011.

Kathleen Moesle Weaver
KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

Joanne F. Coleman
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



Refuse, Recycling and Yard Waste Collection Services

General Specifications of Contract

1. **Purpose of this Section**

This section contains general information. Descriptions of refuse, recycling and yard waste collection procedures are provided as an orientation of the contract.

2. **Description of the City of Darien**

The City of Darien is a community with a population of approximately 23,615, is located in DuPage County. The City is primarily made up of a mix of up-scale multi-family and single family, as well as condominium dwelling units. There are approximately 7,500 potential collection units within the City.

3. **Description of the City's Solid Waste Program**

Refuse, yard waste, and curbside recycling services are provided on a once-per-week basis.

Refuse and yard waste collection is a volume-based user fee (sticker) program. Customers are required to properly attach a waste sticker to each 32/33 gallon disposal unit (can or bag) total weight - approximately fifty (50) pounds. Bulk items are removed on regular pickup days and require two refuse stickers. White goods (appliances) are removed on regular pickup days and require five refuse stickers. The Contractor will provide for no-cost collection of live Christmas Trees during the first two weeks each January.

4. **Recycling**

Participation in the recycling program will be on a voluntary basis. The Contractor will provide the collection and disposal service for recyclable material from all eligible households that has been placed curbside for collection in accordance with the terms of this Agreement. All revenue collected from the sale of recyclable material shall be the property of the Contractor. Specifications for preparation, sorting and collection methods are outlined in the Contract under the Recycling.

Refuse, Recycling and Yard Waste Collection Services For the City of Darien

Definitions

For the purpose of this Contract, definitions of certain terms listed below. Certain words or phrases, when used in this contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne micro-organisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost (ing) shall mean the process by which aerobic micro-organisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents. Contract Documents are the following attachments made a part hereof and are incorporated herein by reference, which attachments the awarded Contractor and the City have agreed upon shall constitute the Contract documents.

Contract Documents shall mean the following Agreement and attachments made a part hereof and are incorporated herein by reference. This Contract and its attachments shall constitute the Contract Documents.

Contractor shall mean Proposer.

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the eligible resident party, eligible property owner of an eligible dwelling unit in Darien corporate boundaries participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Disposal Unit shall have different meanings as follows:

- (1) For the purposes of refuse collection, a "disposal unit" shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking or scattering of refuse or debris; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and exceeding fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit.
- (2) For the purpose of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person, or one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity .

Envelope shall mean a flat, folded paper container for a letter or smaller object.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved Refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar

materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Darien currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from commercial manufacturing processes, construction materials, broken concrete, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the citizens of the City of Darien or any items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract. Industrial wastes are not included in the scope of services of this Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Sticker (also referred to as Yard Waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor’s total collection, processing, and sale/disposal costs for Landscape Waste.

Landscape Waste (also referred to as Yard Waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar

furniture. All "white goods" including those containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls) shall all fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multi-Family shall mean a building, which is arranged, designed, used or intended to be used for residential occupancy by more than one family. A multi-family complex may be a building containing more than six (6) dwelling units and more than two (2) buildings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Polystyrene #6 Plastic shall mean a hard, rigid, dimensionally stable, clear thermoplastic polymer that is easily colored and molded for a wide variety of applications as a structural material. Plastic containers used as deli containers, cottage cheese and yogurt and other similar shaped containers.

Polystyrene Plastic Foam Containers shall mean foam drinking cups, plates, carryout containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene Plastic Packaging Materials shall mean white and clear packing grade.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services or multi-family residents receiving on-site scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, brown paper bags, corrugated cardboard, including boxes and cartons, chipboard (paperboard) (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, paper towel cores, magazines and catalogues, mixed paper, (glossy & non-glossy) (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes) (with and without windows), newspaper, (all supplements), telephone books, wet strength carrier stock (to include paper board used for refrigerated and frozen items), frozen food packages, aerosol cans, aluminum cans and foil, formed aluminum containers and wraps, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars (brown, green, and clear), plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs) and all plastic containers #1 through #7 not previously mentioned. LDPE and HDPE soft plastic six (6) and twelve (12) pack rings, polystyrene (#6), steel cans. Other materials may be included upon mutual agreement of the Contractor and the City.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a hard-walled plastic container which can hold recyclable materials to prevent spilling by wind or other elements when set out on the right-of-ways for collection. Container size is determined by the City of Darien, sold and delivered by the Contractor.

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), tires, textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard waste").

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor's name providing the solid waste services for the City, and telephone number. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Single-Family Residence shall mean a free-standing, single family dwelling unit.

Specifications shall mean specifications identified in the Contract.

Cart A plastic wheeled container in sizes ranging from 50 to 95 gallons, with tight-fitting cover, requiring semi-automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor for an additional monthly charge.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

CONTRACT COLLECTION SPECIFICATIONS

Refuse and Yard Waste

All eligible households located within the City's corporate boundaries shall be provided with weekly volume based refuse and yard waste collection, utilizing a proper disposal sticker, purchased from the Contractor or the Contractor's selected vendors in various locations within or contiguous to the City of Darien. Yard Waste collection shall begin each year on the 1st collection day in April and end on the last normal collection day in November.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Residents of each household will be required to attach one refuse waste sticker, either through the handle or on the side of each 32/33 gallon refuse disposal unit or onto every item, container, box or

bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared disposal units which have a disposal sticker attached. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit.

Acceptable/Unacceptable Material

- (a) UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept, in addition to any material that is not appropriately containerized with a disposal sticker attached.
- (b) ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted including but not necessarily limited to: bulky, household fixtures, appliances, furniture and yard waste.

Yard Waste Bundled Brush

As a part of yard waste collection, all eligible households shall be provided weekly bundled brush collection on the regular collection day. Bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper yard waste sticker to each bundle. The sticker for yard waste shall be identical to the sticker for garbage and refuse.

Bundled brush will be collected on regular collection days during the yearly period of time established, (1st collection day in April and end on the last normal collection day in November). Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances. The Contractor further agrees to supply sufficient trucks and manpower (at the least one man per truck) to provide a high level of service.

Sticker Design and Distribution

The City has the sole authority to approve or disapprove the design and construction of Contractor's Refuse and Yard Waste stickers. Stickers must be of an approved color which should be clearly visible at dawn or at dusk by drivers. Sticker color should be changed periodically to prevent counterfeiting of same. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the Contractor's name and telephone number, state the City of Darien title and be consecutively numbered for record keeping and balancing purposes. Stickers will be delivered to retail outlets and the City upon request, by the Contractor.

The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers. The City also agrees to act as a disposal sticker retailer for the Contractor.

The Contractor shall also make disposal stickers available through the mail (10 sticker minimum). The Contractor shall be authorized to add the cost of postage for disposal stickers sold via mail. The City shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Customers shall have the right to purchase refuse and yard waste stickers in as small a quantity as one (1) sticker at a time.

The Contractor shall be permitted to sell stickers to retailers. The Contractor shall not charge retailers or the City for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the City of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

Price and Collection Structure

The Contractor shall agree to provide once a week same day; refuse, recycling and yard waste collection services. Special services, emergency services and collections, bundled brush collection, fall leaf collection, and live Christmas tree collection services will be scheduled on mutually agreed upon dates.

The City reserves the right to add surcharge per sticker to defray expenses incurred by the City for administering this Contract.

Recyclable Material Program

The City of Darien's recycling material program shall remain voluntary on the part of any person receiving residential scavenger service. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving single-family residential scavenger service. The cost of single-family recycling collection and disposal services shall be built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard waste. All revenue collected from the sale of recyclable material shall be the property of the Contractor. The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness.

The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.

The Contractor shall collect those recyclable materials as defined in this Contract. Further, the Contractor and the City may agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.

There shall be no limit to the number of recyclable containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing eighteen (18) gallon blue recycling containers (single-family residential) and have the right to purchase and place for collection additional recycling containers. The Contractor shall collect from all recycling containers that have been placed for collection and shall place emptied recycling containers (single-family residential) upside down to prevent the containers from blowing about.

The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkways areas.

The Contractor shall purchase and maintain a reasonable supply of eighteen (18) gallon (no less), high-density polyethylene recycling containers for single-family residential scavenger service to cover replacement for lost, damaged and stolen containers; for customers desiring additional recycling capacity; and initial containers for newly constructed residences. The City reserves the right to approve the type of containers purchased by the Contractor.

Recycling containers shall be sold to customers at a cost not to exceed a maximum charge of Eight and no/100ths Dollars (\$8.00) per container. The Contractor shall deliver the recycle containers to the customers upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the customer for the container or deliver it on a cash on delivery basis. The Contractor shall also supply and sell to the City such recycling containers, if the City decides to sell recycling containers at the City's facilities to customers, for the same price as set forth above. The Contractor shall be responsible for delivering the containers to the specified City facility at no additional cost to the City or its customers.

The Contractor shall pick up all recyclable material placed in the recycling existing eighteen (18) gallon containers, or the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the

Contractor shall make available, at no cost, a recycling sticker or other identification mechanism, that may be affixed on the various containers used for recyclable material collection.

The City reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected. The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

The City reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program.

Fall Leaf Collection and Amnesty Day Options

The City may require during each year of the contract Fall Leaf Collection and/or Amnesty Day Options at the price specified in Exhibit 1. The City of Darien shall have the choice of paying the contractor directly for Fall Leaf Collection and/or Amnesty Day or agreeing to a sticker price increase provided by the proposer in Exhibit 1.

- All eligible households located within the City's corporate boundaries shall be provided with weekly leaf collection by the Contractor during the first full week of October and end on the last collection day in November. Properly bagged leaves shall be in kraft paper yard waste bags or water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity. No yard waste collection sticker is required in conjunction with this special program.
- All eligible households located within the City's corporate boundaries shall be provided with one Amnesty Day pickup per year. The first two items placed out for collection will be required to have the appropriate number of stickers attached. Items covered under the "White Goods" section of the contract would not be part of Amnesty Day and would still be required to have the appropriate number of stickers attached. Construction & demolition debris in amounts over 1 cubic yard would not be part of Amnesty Day. Amounts over 1 cubic yard will be picked up at the "Special Collections" rate as submitted and billed directly to the resident.

Live Christmas Tree Collection

The Contractor will provide curbside collection service of live Christmas trees two (2) weeks during the 2nd and 3rd full week in January each contract year. This collection will be done on the same day as a resident's regular scheduled pickup day. It will be the

responsibility of the Contractor to either recycle or correctly dispose of live Christmas trees. Residents will not be required to affix stickers for collection and there will be no cost to the City of Darien for this service.

The Contractor and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag.

Monthly Reporting

The Contractor shall prepare and submit to the City a monthly refuse, yard waste and recycling material report, due by the 28th of the following month. The report shall include the following information for both single-family and multiple-family residential scavenger service (when provided):

REFUSE

Total weight in tons of refuse sent to landfill each month;
Name and location of the landfill facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

YARD WASTE

Total volume in compacted cubic yards, or weight in tons, of yard waste collected;
Name and location of the compost facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

RECYCLABLE MATERIAL

Total weight, in, tons of recyclable materials collected;
Name and location of processing facility used by the Contractor; and,
Copy of all complaints filed by the City of Darien customers during the month.

Consumer Education

Upon request by the City, the Contractor agrees to provide residents with such educational and service description materials and information as the City deems necessary including, but not limited to introductory written materials to be distributed to resident prior to the start of the contract. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard waste collection program. There shall be no cost to the City, or its residents, for the printing and distribution of any consumer education materials.

Title to Wastes

All refuse, yard waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

Disposal

All refuse and yard waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

Refuse and Yard Waste Cart (65 or 95 gallon) Option

Contractor shall make available an optional Cart Rental for refuse and yard waste material. The carts and the necessary equipment will be provided by the Contractor. The Contractor shall also be responsible for collection and disposal of the cart contents. The resident will be responsible for setting carts curbside for collection on the regularly scheduled collection day.

Carts will be 64 or 96 gallon wheeled plastic containers with hinged lids or covers whereby customers pay a monthly fee as an option to participate in the curbside program.

Collection services will be once per week. There will be a written agreement between the customer and the Contractor for cart rental. The cart rental agreement shall contain language that allows the customer to cancel, without penalty, the mutual agreement for any reason provided the customer notifies the Contractor in writing thirty (30) days in advance of the last date of desired service.

Rates & Special Rates

For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed on Exhibit 1 of this Contract. After the rate changes annually in accordance with the rate schedule residents will be allowed to use stickers purchased under the previous year's cost.

For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the customer for collection and disposal into a landfill or processing facility.

Special Collections

The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and payment shall be made directly to the Contractor by the resident customer.

Contract Terms

Incorporation of Preceding Sections. The general specifications of contract, definitions, and refuse, recycling and yard waste collection specification set forth above are incorporated as terms of this Contract as if fully set forth herein.

1. Exclusive Grant / Intent

The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all solid wastes. The Contract shall include all single-family and multi-family town homes and municipal facilities as required within the corporate boundaries of the City of Darien. This grant expressly includes the right and duty to service any land annexed to the city where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein.

The City of Darien will have the option of providing the contractor the exclusive right to be the sole provider of *Roll-off Container Services* relating to each building permit issued in the City requiring such service. The City would notify those obtaining building permits of the requirements. In addition to the price shown in Exhibit 1, the contractor would assess a \$50 delivery fee for each new box delivered (one time charge per account). In exchange for this exclusive right, the contractor will provide a discount to the sticker price shown in Exhibit 1. The exclusive right may be picked up or refused by the sole discretion of the City of Darien prior to each contract year.

During the term of the contract the contractor would have the exclusive right and be required to provide solid waste and recycling services once per week for multi-family residential units constructed after the contract is approved by the City. Arc would be responsible to mail monthly invoices to applicable multi family representatives.

It is the intent of this Contract to obtain, throughout its term, clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard waste from properties in the City of Darien. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

2. Scope of Work

The Contractor shall be responsible for everything required to be performed and shall provide and furnish all the labor, materials necessary tools, expendable equipment, and all transportation services and landfill space required to perform

and complete the collection and disposal of refuse, yard waste and recyclables, all in strict accordance and compliance with this contract.

3. Term of Contract

The term of the Contract will be four (4) years, and shall commence at 12:01 a.m. on April 1, 2011 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the rates shown in exhibit 1.

4. Sticker Refund

At the end of the Contract term, and should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard waste stickers returned to the Contractor within ninety (90) days after the end of such term.

5. Assignment

The Contractor shall not assign or subcontract this Contract or the work hereunder, without prior written consent of the City.

6. Independent Contractor/Compliance

The Contractor is an independent contractor, solely responsible for the control and payment of its employees. However, Contractor agrees to comply with all ordinances and laws, especially with laws concerning equal opportunity in employment, and shall comply with all state and federal laws and regulations regarding Worker's Compensation and Unemployment Insurance contributions.

7. Performance Bond

The Contractor shall provide the City with a performance bond issued by a surety in an amount equal to no less than 100% of the annual value of the Contract. The bond shall be subject to City Attorney's approval and reasonably acceptable to the City Attorney.

8. Local Office

The Contractor shall maintain an office to provide customer service for residents. The office shall be equipped with sufficient telephones and personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except during listed holidays, or as otherwise agreed upon by a Contractor Director and the City. The Contractor shall identify the location of the local office and the garage area (s) that will be used to service the City of Darien.

9. Collections Units

The base unit of service shall be known as a "Collection Unit or Stop" as further set forth for residential service:

- (a) The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Darien, all refuse, yard waste and curbside recyclables that may be set out for collection one (1) time each week.
- (b) Residential building, unit or stop shall be defined as:
 - (1) Single Family dwelling:
 - (2) Multiple family dwelling units that may be eligible by agreement: or
 - (3) Other individually owned units where curbside service is possible and/or container/dumpster are not utilized.

10. Holidays

Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by establishing a permanent holiday schedule or plan to be printed within the refuse literature.

11. Collection from City-owned Facilities and Special Community Events

At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard waste and recyclable material from all City-owned facilities as set forth in Exhibit 2 or as requested by the City.

The Contractor shall supply the City of Darien Municipal Services Department with one hundred thirty (130) twenty (20) yard dumpsters each contract year. The Contractor may choose to pay the City of Darien \$25,000 each contract year in lieu of supplying these dumpsters. Notification of a decision to pay \$25,000 in lieu of supplying the dumpsters must be made at least sixty days prior to the beginning of a new contract year.

The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard waste and recyclables as requested by the City's Designated Representative, with the size to be agreed upon and determined at the Contractor's best discretion. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. Any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, but no less than once per week (Exhibit 2).

City Hall – 1702 Plainfield Road
Police Department – 1710 Plainfield Road
Public Works Department – 1041 S. Frontage Road

The City may conduct or participate in special events throughout the term of the contract. At the City's request Arc agrees to provide refuse and recycling removal for up to two special events at no cost to the City or sponsoring entity.

12. Schedule and Time of Collections

The City of Darien shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City of Darien, designating collection areas shall be made a part of this contract and approved by the City. In no case shall collection commence prior to 6:00 A.M. or continue past 6:00 P.M. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

The schedule shall not be changed without first obtaining consent from the City's designee, and not without giving a minimum of sixty (60) days written notice to all parties affected by the change. The Contractor will be required notify residents affected by the change through flyers placed on their door for three consecutive weeks prior to the change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

13. Schedule Adherence

If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall notify the City that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. Delays that are occasioned by holidays, or by daily precipitation of two (2) inches or more of rain, or six (6) inches or more of snow, may not be considered as violations. The City Administrator or the City's Designated Representative shall be the judge of whether delays constitute a violation, or not.

14. Emergencies: Strikes

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used at a price agreed to by the City and

Contractor. The City reserves the right to direct which disposal sites are to be used during an emergency.

15. Local Improvements

The City of Darien reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. He shall, however, by an acceptable method, continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Darien.

16. Taxes, Licenses and Permits

(a) The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the city or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work.

(b) The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

17. Insurance – General Requirements

The Contractor shall carry at its own expense, the following:

(1) Worker's Compensation Insurance – Statutory amount

(2) General Liability Insurance:

(a) Personal Injury with limits of not less than \$1,000,000/\$2,000,000:

(b) Property Damage with limits of not less than \$500,000:

(c) Bodily Injury with limits not less than \$1,000,000/\$2,000,000.

(3) Auto Liability Insurance:

(a) Bodily Injury with limits not less than \$1,000,000/\$2,000,000:

(b) Property Damage with limits not less than \$500,000.

(4) Umbrella excess of \$5,000,000 each occurrence, \$5,000,000 aggregate.

(a) The Contractor shall include the City as an additional insured in both General, Umbrella, and Auto Liability Insurance policies. All insurance premiums shall be paid without cost to the City. The Contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the entire Contract term.

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30-day prior written notice to the certificate holder and a new policy shall be in place.

18. Accident Prevention

Precaution shall be exercised at all times for the precaution (including employees) and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

19. Blank

20. Placement of Containers

Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations.

The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic.

Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. In order to clean up, a broom and shovel will be required on each vehicle.

21. Blank

22. Replacement Damage

The contractor is responsible for damages resulting from its careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, shall be replaced by the Contractor at no extra charge to the user. The containers so supplied shall then belong to the user.

23. Collection Vehicles

The contractor will operate reasonably new, well-kept vehicles within the City of Darien for services provided within this contract. All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be

kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle.

However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of Darien.

Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

24. Equal Employment Opportunity – Affirmative Action

The Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall be required to have an Affirmative Action plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure implementation of equal employment. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. The Contractor shall file with the City a satisfactory "Fair Employment practices Affidavit". Findings of non-compliance with applicable State or Federal Equal Employment Opportunity laws and regulations can be sufficient reason for revocation or cancellation of this Contract.

25. Employees

- (a) The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews.
- (b) The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving.

- (c) The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

26. Complaints Procedure

All complaints received by the Contractor shall be given prompt and courteous attention. The City and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient forms for logging of complaints by City of Darien staff. Any complaint received by the City shall be immediately faxed to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

27. Complaints

Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City.

If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted.

The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as but not limited to rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

28. Customer Violations of City of Darien Code
The Contractor shall have the right to notify any customer of noncompliance with the applicable Darien code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the City.
29. New Customers
The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard waste.
30. Indemnification
To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.
31. Default
If the Contractor fails to observe the established schedule for more than two (2) consecutive working days (or 10 consecutive work days in the case of a strike by the Contractor's employees), and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default.

32. Cancellation/Termination/Fines

The City reserves the right to cancel the Contract in the event of a material breach of contract by the Contractor. The Contractor shall be given notice by the City of a material breach of contract and be allowed an opportunity to cure the breach before termination. The period to cure shall not exceed fourteen (14) days. The City reserves the right to bring an action for equitable relief and for damages in the event of a breach of this Agreement by the Contractor. In the event the City prevails in the litigation, Contractor shall pay the City in addition to any damages awarded, the City's Attorney's fees incurred in connection with the pursuit of any litigation.

The CITY expects a high level of service to be provided to CITY residents. In the event the CONTRACTOR violates any of the following standards during the first year of the agreement, the City Administrator may assess fines against the CONTRACTOR for each incident in the amounts set forth:

- A. Failure to clean up spilled refuse, landscape waste or recyclable material within one (1) business day after notification by the CITY – One Hundred and no/100ths Dollars (\$100.00) fines for each instance and for each day the violation continues. If the spill is cleaned up by the CITY, the fine shall be One Hundred and no/100th Dollars (\$100.00) plus the cost of clean up.
- B. Early start/late finish - fine of One Hundred and no/100ths Dollars (\$100.00) per route, per day will be assessed for each instance of pick-up prior to 6:00 A.M. or after 6:00P.M. reported to the CITY.
- C. Failure to make a required pick-up – One Hundred and no/100th Dollars (\$100.00) will be assessed for failure to make a required pick-up which is not remedied within one (1) business days of receipt of complaint. An additional One Hundred and no/100ths Dollars (\$100.00) will be assessed for each day thereafter during which the pick-up is not effectuated.

The assessment of fines is to insure the quality of services provided and shall not be deemed to be a waiver or release of any other remedy the CITY may be entitled to under law. The assessment of fines shall be made by the City Administrator. The City Administrator shall assess fines once each month and notify the CONTRACTOR. The notice shall contain the following information:

- 1. Date of each violation.
- 2. Approximate location of each violation.
- 3. Nature of each violation.
- 4. Fine being assessed.
- 5. Total fine for the month.

The CONTRACTOR shall have thirty (30) days to pay the CITY any fines assessed. In the event the CONTRACTOR fails to pay any fines assessed within

said time period, or, in the event of an appeal by the CONTRACTOR, after a decision by the Mayor and City Council the CITY shall have the right to draw on the Letter of Credit provided for in this Agreement for the amount of any unpaid fines. The City Administrator's decision in assessing any fine shall be final unless the CONTRACTOR appeals such decision in writing within seven (7) days after the date of the notice provided for above. Such appeal shall be made to the Mayor and City Council. The Mayor and City Council shall consider such appeal at a regular or specially called meeting at which time the CONTRACTOR shall have an opportunity to present its side of the case. The decision of the Mayor and City Council regarding any such appeal shall be final.

33. Force Majeure

1. Neither party shall be deemed in violation of this Agreement for the delay in that party's performance or failure to perform in whole or in part its obligations under this Agreement due to, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control.
2. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Agreement, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible.
3. The Contractor shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

34. Change in Law

In the event that a Change in Law occurs as defined in this Section, either the City or the Contractor may request the other party to modify the terms of this Agreement as to the terms of payment hereunder. The City or the Contractor must sufficiently demonstrate a change in law and agree to modify the payment terms of this agreement. In the event one party refuses to agree to modify the payment terms of this agreement, the City or Contractor may terminate the agreement with a six month notice. During this period the same pricing within the executed contract shall remain in full force and effect.

The Change in Law shall apply only to taxes and fees universally applicable to the waste hauling industry and shall apply to laws or regulations applied by the

federal or state regulations. If an increased fee is imposed by a local agency accepting refuse the contractor, the contractor must demonstrate an inability to avoid the tax or fee by utilizing another facility. The Change in Law modifications must exceed 2% of the gross yearly revenue of the contract to the company for this section to be applicable.

35. Notices

All notices hereunder shall be in writing and must be served either personally or by certified mail to:

- A. The City of Darien
ATTN: City Administrator
1702 Plainfield Road
Darien, Illinois 60561

With a copy to:
John B. Murphey
Rosenthal, Murphey & Coblenz
30 North LaSalle Street
Suite 1624
Chicago, Illinois 60602

- B. The Contractor at:

INSERT CONTRACTOR CONTACT BELOW

Veolia ES Solid Waste Midwest, LLC
ATTN: General Manager
4600 West Lake Street
Melrose Park, Illinois 60160

With a copy to:
Veolia ES Solid Waste Midwest, LLC
ATTN: General Council
125 South 84th Street, Suite 200
Milwaukee, Wisconsin 53214

Unless and until other addresses are specified by notice given in accordance herewith.

36. Amendment

This contract may be modified or amended by a written agreement executed by the parties or their authorized representatives.

37. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract, so long as the material purposes of this Contract can be determined and effectuated.

38. Successors and Assigns

This contract shall be binding upon the parties, their successors and assigns.

39. Entirety

This Contract, and any exhibits attached hereto, contains the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written



CITY OF DARIEN, an Illinois
Municipal Corporation

By: Kathleen Weener
Mayor

(Seal)

ATTEST:

James S. Calernat
City Clerk

Veolia ES Solid Waste Midwest, LLC,
a Wisconsin corporation,

By: James M. Rooney

Date: January 27, 2011

(Seal)

ATTEST/WITNESS:

Robert F. Pfister
Robert F. Pfister

City of Darien

**EXHIBIT 1
RATES - INITIAL PERIOD**

Description of Service	Year 1 4/1/11 - 3/31/12	Year 2 4/1/12 - 3/31/13	Year 3 4/1/13 - 3/31/14	Year 4 4/1/14 - 3/31/15
Refuse Sticker price (includes recycling) to be charged to customer	2.79	2.92	3.05	3.18
Optional Cart 64 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	17.85	18.65	19.49	20.37
Optional Cart 96 gallon (refuse collection or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	21.85	22.83	23.86	24.93

One Amnesty Day Collection	75,000	78,375	81,902	85,588
Sticker Price Increase for One Amnesty Day Collection	.20	.21	.22	.23
Bulk Items (number of stickers)	2 Stickers	2 Stickers	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00	\$8.00	\$8.00
Special leaf collection	\$45,000	\$47,025	\$49,142	\$51,353
Sticker Price Increase for Special leaf collection	.10	.11	.12	.13
Special Collections (charge per cubic yard to customer)	\$8.00	\$8.50	\$8.75	\$9.00
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0	0	0
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$240	\$250	\$265	\$275
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	285	300	310	325
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	350	365	380	400
Disposal Rate for Roll-Off Container Service Overages (per ton)	45	47	49	51

OPTION PERIOD

Description of Service	Year 1 4/1/15 - 3/31/16	Year 2 4/1/16 - 3/31/17
Refuse Sticker price (includes recycling) to be charged to customer	3.33	3.48
Optional Cart 64 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	21.29	22.24
Optional Cart 96 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	26.06	27.23
Optional Cart Price 96 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	26.06	27.23
Optional Cart Price 64 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	21.29	22.24
One Amnesty Day Collection	\$89,440	\$93,465
Sticker Price Increase for One Amnesty Day Collection	.24	.25
Bulk Items (number of stickers)	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00
Special leaf collection	\$53,665	\$56,100
Sticker Price Increase for Special Leaf Collection	.14	.15
Special Collections (charge per cubic yard to customer)	9.25	9.50
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0
10-Cubic Yard Roll-Off Container Service (per load) Includes 2 tons	286	300
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	340	355
30-Cubic Yard Roll-Off Container Service (per load) Includes 4.5 tons	415	435
Disposal Rate for Roll-Off Container Service Overages (per ton)	53	56

City of Darien
EXHIBIT 2

CITY OF DARIEN MUNICIPAL FACILITIES

Darien City Hall 1702 Plainfield Road Darien, 60561	1 – 4-Yard Covered Container 2 – 96-Gallon Recycling Totes
Darien Police Facility 1710 Plainfield Road Darien, 60561	1 – 4-Yard Covered Container 3 – 96-Gallon Recycling Totes
Darien Public Works Facility 1041 S. Frontage Road seasonal) Darien, 60561	1 – 4-Yard Covered Containers 1 – 20 -Yard Landscape Waste 1 – 20-Yard Dumpster (on-call basis- maximum of 130 per year) (Contractor may pay the City of Darien \$25,000 in lieu of providing these dumpsters)

The Contractor shall provide, at no cost to the City, the collection and disposal of all garbage and rubbish once each week, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost from the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with carts and containers/dumpsters to said facilities as set forth in the Contract.

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk & City Treasurer

FROM: Bryon D. Vana, City Administrator

DATE: October 24, 2014

RE: Goal Setting – Capital/Neighborhood Beautification Projects

Since 2004 the City has increased funding for neighborhood improvement projects such as roads, sidewalks, drainage, water system improvements, and beautification projects. These projects are critical to maintain and improve neighborhood property values. This topic is on the agenda to allow the Council to discuss expanding or accelerating our capital improvement and beautification projects.

The attached Capital Projects Policy is one document that has guided capital project spending since it was adopted in 2012.

CITY OF DARIEN

CAPITAL IMPROVEMENTS PLAN GUIDELINES

FISCAL YEARS ENDING 4/30/14 TO 4/30/16

A capital improvement plan (CIP) is our multi-year plan identifying capital projects to be funded or identified during the 3-year planning period. These CIP guidelines identifies each capital project to be undertaken, the year the improvement project will be started, the amount of funds expected to be expended in each year of the CIP and the way the expenditure will be funded. A CIP also identifies non-core discretionary and expansion projects that a community may want to initiate if funding becomes available. A CIP is not a static document. It should be reviewed every year to reflect changing priorities, unexpected events and opportunities. The CIP should include the maintenance, repair and rehabilitation of existing infrastructure as well as the construction of new infrastructure. This may include capital items exceeding \$75,000 such as buildings, water system, roadways, bridges, storm water systems, and sidewalks.

There are several benefits for developing and adopting a Capital Improvement Plan. Not only does the CIP become a management tool for the City Council and City staff, a CIP also provides valuable information to the citizens, developers and businesses who are interested in the development of the community. The CIP document will assist in leveraging available resources through improved timing of projects, and coordinating City projects with those of other public or private entities.

The CIP sets the general schedule within which public improvements are proposed to be undertaken. The first year reflects the adopted Budget for the fiscal year. The remaining years represent a schedule and estimate of future capital needs that may be funded given projected revenue estimates. A proposed CIP is presented to the Municipal Services Committee and the City Council as part of the annual budget process. A final CIP is presented to the City Council and is adopted concurrently with the annual operating budget effective May 1 of each year.

This plan will illustrate:

1. identified projects
2. project prioritization
3. funding plan for projects.

1 IDENTIFIED PROJECT LIST

The city of Darien identifies capital projects in three categories:

- A. **Core projects:** This category includes maintenance required to maintain existing essential infrastructure in acceptable condition including streets (and related accessory curb/gutter, storm water structures/ditches), sidewalks, buildings and grounds. To meet the criteria of a core project, the project must be part of a multi year rating system such as the road maintenance program or an urgent repair.
- B. **Non-core discretionary projects:** This category includes maintenance required to maintain existing non-essential infrastructure in acceptable condition including entranceway sign replacement, street sign replacement, beautification projects to existing buildings, rights of way, etc.
- C. **Expansion Projects:** This category includes the construction of additional non-essential infrastructure bike paths, new roads, land acquisition, new beautification projects.

A. IDENTIFIED CORE PROJECTS

	PROJECT TITLE	PROJECT DESCRIPTION
1	Ditch storm water improvements – see multi year rating plan	Storm water ditches within the public rights of way need to be maintained on a scheduled basis to prevent them from silting up and forcing water back onto the travel way surface, into the sub base of the pavement, and onto private property. The city’s ditch maintenance program is determined by the annual road maintenance program.
2	Sidewalk replacement – see multi year rating plan	Sidewalks are inspected on an annual basis. Sidewalks not in compliance with safety standards are replaced annually.
3	Road crack seal maintenance – see multi year rating plan	Filling or sealing pavement cracks to prevent water from entering the base and sub-base will extend the pavement life by an estimated three to five years. The city roads are inspected on an annual basis to determine the annual crack filling schedule.
4	Curb and gutter improvements – see multi year rating plan	The concrete curb and gutter along municipal roads play an important part of road maintenance. A functioning curb and gutter ensures proper drainage of a road. In conjunction with the annual road maintenance program the city inspects curb and gutter and replaces it as needed.
5	Building/grounds maintenance	The city maintains Approximately \$21,000,000 in building value and 20 acres of land. The buildings and grounds need to be maintained on an as needed basis to ensure safety,

		aesthetics, and efficient operations.
6	Street maintenance program – see multi year rating plan	The city maintains 70 miles of roads as outlined in the road maintenance program guide. The average life of an improved roadway is 12 years with additional road life possible with additional preventive maintenance. The city’s current annual road maintenance program includes approximately 4.5 miles per year. Due to additional preventive maintenance, the road program will be reduced overtime as conditions warrant.
7	Bond payment	Annual principal and interest payments on previous bond issues are paid annually.

B. IDENTIFIED NON CORE DISCRETIONARY PROJECTS

	PROJECT TITLE	PROJECT DESCRIPTION
1	Welcome to Darien signs at <i>Community Gateways</i>	Construction of between 5 to 9 Community Gateway signs placed at entranceways to the community.
2		
3		
4		
5		
6		

C. IDENTIFIED EXPANSION PROJECTS

	PROJECT TITLE	PROJECT DESCRIPTION
1	Streetscape Improvements	The City’s Comprehensive Plan promotes improving the 75 th Street and Cass Avenue town center area by constructing a number of streetscape improvements, including paved crosswalks, landscaping in medians, and other design treatments.
2	Bike Plan	In 2002 TranSystems Corporation prepared a feasibility study on developing a municipal bicycle route system. The study identified approximately twenty five miles of bicycle paths that would create a network of on-street and off-street bikeways that could be used by Darien residents.
3	Informational Sign	Electronic message board that would provide information on City activities similar to the sign at Hinsdale South.
4	New Sidewalk Construction	Identify priority areas where new sidewalks should be constructed along critical pedestrian walkways

5	Utility Line Burial	Move power lines underground for those areas with overhead electric lines
6		

2 PROJECT PRIORITIZATION

Capital projects will be prioritized in the following order:

1. **Core projects**
2. **Non-core discretionary projects**
3. **Expansion Projects**

When prioritizing projects the following guidelines will be used:

- Consistent with city goals
- Linked to other projects
- Planned as part of a multi year plan
- Included in city comprehensive plan and other planning documents
- Eligible for grant or special funding such as a special service area
- Reduces liability
- Results in more efficient operations
- Promotes economic development
- Improves public health and safety
- Reduces operating budget
- Facilitates intergovernmental cooperation
- Specific ranking criteria within specific project categories

3 FUNDING PLAN

When developing a funding plan we analyze past, present and future trends in revenue generation, debt levels, general economic factors, new and increased revenues, and project reduction. The objective of the analysis is to determine the amount of funds available from existing and future revenue sources to pay for capital projects. When looking at the cost of doing a project we look at all the project costs; capital, operating and maintenance as well as looking at the cost of not doing a project. If a project or maintenance is delayed, what will the cost of construction be in the future, what are the current yearly operating and maintenance costs and what is the lost opportunity cost to the municipality. Specific criteria we use when developing a funding plan include:

- Project funding will be planned over a three-year period in conjunction with the approval of the annual budget
- Surplus from the general fund, in excess of 3 months operating reserve, will be transferred to the capital projects fund annually
- The capital projects fund shall maintain a minimum fund balance of \$500,000 in each year of the three-year plan to be available for emergency projects
- Core projects will be funded prior to approving any non-core discretionary or expansion projects over the 3-year planning process
- Revenue shall be estimated if it is reasonably planned to be received over the 3-year period
- Revenue shall be considered sufficient for the 3-year plan when core projects are funded and \$500,000 is available for emergency projects
- Bonds will only be issued for projects once the core projects are funded and for projects over \$1,500,000 and have a useful life of at least 15 years.

If revenue is not sufficient for the 3-year period then the city shall have the option to:

- Reduce the scope of core projects
- Reduce operating expenses and transfer the savings to the capital projects fund
- Increase revenues (examples include, but are not limited to, gas tax, real estate tax, home rule sales tax)

City of Darien

**CAPITAL PROJECTS FUND BUDGET
FOR THE YEAR ENDING 4/30/2013**

3/21/2012

ACCOUNT	FY 12 ACTUAL	FY 12 BUDGET	FY 13 ESTIMATED ACTUAL	FY 13 REQUEST	DEPT. MAINT BUDGET REQUEST	EDUCATION EXPENDITURES	FY 14 FORECAST	FY 15 FORECAST
REVENUE								
TRANSFER from GEN. Fund	\$ 1,500,000	\$ 3,000,000	\$ 3,000,000	2,900,000	\$ -	\$ 2,800,000	\$ 1,500,000	\$ 1,300,000
Transfer from Debt Fund	\$ 43,285	\$ -	\$ -	-	\$ -	\$ -	-	-
Transfer from Road Fund	\$ 30,000	\$ -	\$ -	-	\$ -	\$ -	-	-
BOND LEVY	\$ 200,770	\$ 200,770	\$ 200,770	202,194	\$ 202,194	\$ -	\$ 202,320	\$ 202,256
GRANTS	\$ 24,177	\$ -	\$ 150,000	-	\$ -	\$ -	-	\$ -
sale of property	-	-	\$ 656,875	1,800,000	\$ -	\$ 1,800,000	-	-
BONDS	-	-	-	-	-	-	-	-
INTEREST	4,839	-	10,000	4,000	-	4,000	-	-
TOTAL REVENUES	\$ 1,802,871	\$ 3,200,770	\$ 4,017,645	\$ 4,806,194	\$ 202,194	\$ 4,604,000	\$ 1,702,320	\$ 1,502,256
CAPITAL								
DITCH PROJECTS	408,516.12	496,400	403,000.00	884,543	-	884,543	750,000	760,000
SIDEWALK REPLACEMENT	75,853	79,300	61,878.00	87,630	87,630	-	75,250	78,650
CRACK SEAL PROGRAM	40,020.80	74,250	56,700.00	82,400	82,400	-	85,172	98,027
CURB & GUTTER PROGRAM	44,825	341,450	323,827.00	319,127	319,127	-	243,245	248,520
Bld/equipment repairs	227,159	-	-	135,900	-	135,600	-	-
STREET RECONSTRUCTION	1,308,888	1,234,828	1,237,077	1,506,250	1,328,250	178,000	1,474,250	1,524,250
BOND PAYMENT	200,768	200,770	200,770	202,194	202,194	-	202,320	202,256
SUB-TOTAL	2,303,442	2,387,098	2,283,062	3,297,744	2,008,601	1,198,143	2,840,237	2,901,703
PURCHASE OF PROPERTY								
TOTAL EXPENDITURES	\$ 2,303,442	\$ 2,387,098	\$ 2,283,062	\$ 3,297,744	\$ 2,008,601	\$ 1,198,143	\$ 2,840,237	\$ 2,901,703
FISCAL YEAR BALANCE	(400,571)	813,872	1,734,583	1,698,450	(1,807,497)	3,405,857	(1,137,917)	(1,388,447)
BEG FUND BALANCE	515,264	114,683	114,683	1,849,286	1,849,286	1,849,286	3,447,738	2,309,819
ENDING FUND BALANCE	114,683	928,368	1,849,286	3,447,736	41,789	6,255,143	2,309,819	910,372

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GOAL SETTING

2014-2015

DARIEN POLICE DEPARTMENT OVERVIEW

- Where we were – Our past
- Where we are – Our present
- Where we're headed – Our future

WHERE WE WERE

Our Past

The DPD has always been a functioning police department.

After my initial review, there were efficiencies that needed to be created to:

- Establish the department's management practices and style in line with contemporary police management models and industry wide standards.
- Create added efficiency into the day to day operations
- Develop processes devoted to crime prevention rather than crime response.

Self Evaluation and Revamping brings about Necessary Change

- Change is necessary for growth - Growth cannot occur without change
- Change cannot be avoided out of fear that it will impact morale.
- Union grievances are not so much an indicator of morale as they are the need to refine our understanding of contractual language and to exercise our management rights.

OUR PRESENT

Where we are

- Administration Assessment
- Operations Assessment
- Work Environment
- Partnership with the Community

Administration Assessment

- Joint purchase of ammunition savings nearly 3K.
- Change in Darien Fest resource management and allocation, cost reduction of 45%. 26% reduction in 4th of July parade.
- Tracking ammunition use more efficiently resulted in 25K reduction in FYE 2014 budget request
- Rotate attendance at IACP conference to allow other command staff members to attend.

Operation Assessment

- Workload analysis
- Public Contact Monitoring
- Challenging Department Managers

Work Environment Changes

- Standardized specialty assignment selection process.
- Training improvements
- Reduce Officer fatigue

OUR FUTURE

Where we are headed

- There will be three focal areas as we look toward our future goals:
 1. Management Accountability
 2. Acquisition and Use of Technology
 3. Improve management of directed patrol to reflect on-going crime patterns

Technology

- Automated License Plate Readers
- Body Worn Cameras
- Smartboards
- Diagramming Systems
- DNA – Forensic Analysis
- CIRS: Criminal Investigations Records Systems

CONCLUSION

- On November 16th, 2014, I complete my third year of tenure.
- Organizational assessment and change is a process that takes from five to eight years.
- I believe that this is the correct direction and methodology to achieve the newly defined goals and ensure a continuum of those positive values of the Darien Police Department.

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk & City Treasurer

FROM: Bryon D. Vana, City Administrator

DATE: October 24, 2014

RE: Goal Setting–Environmental and Communications Committee Review

The City operates with a number of volunteer committees that conduct duties as outlined in the City code. These volunteers all take their responsibility seriously and provide excellent assistance to the City. The Electrical and Board of Local Improvement Committees have been inactive for many years and can be removed from the City Code. However, for several years the Communications and Environmental Committees have only met periodically and staff does not see many items coming forward to those committees. This topic is on the agenda to allow the Council to discuss options to utilize committee volunteers in a different capacity. For example, a committee can be created that can review a variety of items as requested by the Council instead of focusing on one topic.

For information on all of the City committees you can follow the link below and it will take you to our municipal code. Committee information can be found in Title 2, chapters 1-7. http://www.sterlingcodifiers.com/codebook/index.php?book_id=302

The committees are as follows

- BOARD OF FIRE AND POLICE COMMISSIONERS
- ELECTRICAL COMMISSION **(inactive)**
- ENVIRONMENTAL COMMITTEE
- BOARD OF LOCAL IMPROVEMENTS **(inactive)**
- PLANNING AND ZONING COMMISSION
- CITIZEN OF THE YEAR COMMITTEE
- COMMUNICATIONS COMMISSION