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#### PRE-COUNCIL WORK SESSION — 7:00 P.M.

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#### Agenda of the Regular Meeting

of the City Council of the

#### **CITY OF DARIEN**

January 17, 2011

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Declaration of Quorum
- 5. Approval of Minutes December 20, 2010
- 6. Receiving of Communications

#### 7. Mayor's Report

- A. 2011 Citizen of the Year Nomination
- B. Mayoral Proclamation "Lakeview Junior High School Cross Country Team Day" (January 17, 2011)
- C. Darien Chamber Report
- 8. City Clerk's Report
- 9. City Administrator's Report
- 10. Department Head Information/Questions
- 11. Treasurer's Report
  - A. Warrant Number 10-11-15
  - B. Monthly Report December 2010
- 12. Standing Committee Reports
- 13. Questions and Comments Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
- 14. Old Business

Agenda — January 17, 2011 Page Two

- 15. Consent Agenda
  - A. Consideration of a Motion Granting Waiver of the Raffle License Bond Requirement for the Darien Lions Club
  - B. Consideration of a Motion to Approve 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
  - C. Consideration of a Motion to Accept Proposal for Auditing Services
  - D. Consideration of a Motion to Approve a Resolution to Enter into an Agreement with Clarke Mosquito for Three Years
- 16. New Business
- 17. Questions, Comments and Announcements General (This is an opportunity for the public to make comments or ask questions on any issue.)
- 18. Adjournment

Agenda 1/17/11

#### **EXECUTIVE SESSION**

It was moved by Alderman McIvor and seconded by Alderman Marchese to go into Executive Session for the purpose of discussing Sale or Lease of Real Estate, Section 2(C)(6) of the Open Meetings Act at 7:00 P.M.

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

Nays: None

Absent: None

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

#### EXECUTIVE SESSION ADJOURNMENT

It was moved by Alderman Galan and seconded by Alderman McIvor to adjourn into open session.

#### **REVERSE ROLL CALL** - MOTION DULY CARRIED

The Executive Session meeting adjourned at 7:15 P.M.

#### PUBLIC HEARING – MUNICIPAL AGGREGATION-ELECTRIC SERVICE

THE MUNICIPAL AGGREGATION-ELECTRIC SERVICE PUBLIC HEARING WAS CALLED TO ORDER AT 7:15 P.M. BY MAYOR WEAVER. THE PUBLIC HEARING ADJOURNED AT 7:23 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:23 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE DECEMBER 20, 2010 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:35 P.M.

Minutes of the Regular Meeting

of the City Council of the

#### CITY OF DARIEN

#### **DECEMBER 20, 2010**

#### 1. CALL TO ORDER

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

#### 2. **PLEDGE OF ALLEGIANCE**

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

3. **<u>ROLL CALL</u>** — The Roll Call of Aldermen by City Clerk Coleman was as follows:

Present:	Halil Avci John Galan Carolyn A. Gattuso Joseph A. Marchese	Sylvia McIvor John F. Poteraske, Jr. Ted V. Schauer
Absent:	None	
Also in Attendance:	<ul> <li>Kathleen Moesle Weaver, Mayor Joanne F. Coleman, City Clerk Michael J. Coren, City Treasurer Bryon D. Vana, City Administrator Scott Coren, Assistant City Administrator Daniel Gombac, Director of Community Development/Municipal Servi Robert Pavelchik, Police Chief</li> </ul>	

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

#### 5. <u>APPROVAL OF MINUTES</u> – December 6, 2010

It was moved by Alderman Galan and seconded by Alderman Gattuso to approve the minutes of the December 6, 2010 meeting, as presented.

#### **December 20, 2010**

Roll Call:	Ayes:	Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED

#### 6. <u>**RECEIVING OF COMMUNICATIONS</u></u></u>**

Alderman McIvor submitted, for the record, correspondence that was presented to the Police Committee on December 7, 2010.

Mayor Weaver submitted, for the record, a letter from Alice Brennan of the Darien Historical Society, thanking the staff of the Public Works Department for the excellent tree trimming work performed.

#### 7. MAYOR'S REPORT

#### A. RECOGNITION OF 2010 HOLIDAY HOME DECORATING CONTEST WINNERS

Mayor Weaver introduced Jeannette Campo and her committee members, Jim Kiser and Gerry Leganski who were in attendance this evening, and Elaine Dapkus who was unable to attend. Mayor Weaver invited Ms. Campo to make the Darien Holiday Home Decorating Contest presentations.

Jeannette Campo thanked Mayor Weaver and the City Council for their continued support of the Darien Holiday Home Decorating Contest. Ms. Campo reviewed the selection process, and announced the winners of the contest as follows:

Honorable Mentions: Shirley Michels		7601 Nantucket	
	Bill Lyons	8812 Lake Ridge Drive	
	The Gierut Family	1618 Old Oak Place	
5 <sup>th</sup> Place	Mark Stange & Jeff Wallace	8493 Sandalwood Drive	
4 <sup>th</sup> Place	Jim Bejna	2147 Green Valley	
3 <sup>rd</sup> Place	Lori Reczek	1118 79 <sup>th</sup> Street	
2 <sup>nd</sup> Place	Rick Brandels	1387 Urban	
1 <sup>st</sup> Place	Mike Johnson	2 Janet	

As each winner was announced, Mayor Weaver presented their respective awards.

The Holiday Home Decorating Contest Committee presented a photographic display of the winning homes to Mayor Weaver and the City Council Members. Mayor Weaver announced that the display will be on exhibit in the lobby of City Hall.

In response to Mayor Weaver, Assistant Administrator Coren, advised that there are seats available for the tour of the winning homes on December 21, 22, and 23. Anyone interested in taking the tour should call 630-852-5000.

Mayor Weaver advised that a school bus will be utilized for the tour this year rather than a trolley.

Mayor Weaver thanked Ms. Campo and her committee for the lovely photographic display board, and for all their work on this contest.

#### 8. <u>CITY CLERK'S REPORT</u>

City Clerk Coleman...

...announced that City Offices will be closed on Friday, December 24<sup>th</sup> and Monday, December 27<sup>th</sup> in observance of the Christmas holiday, and Friday, December 31<sup>st</sup> in observance of the New Year's Day holiday.

...advised that the January 3, 2011 City Council Meeting has been cancelled and the next City Council Meeting will take place on Monday, January 17, 2011.

...advised that deadline for candidates to file their nominating petitions for the April 5, 2011 Consolidated Election was today at 5:00 P.M. City Clerk Coleman announced the names of the candidates who filed as follows:

Mayor:	Kathleen Moesle Weaver Kevin P. Monaghan
City Clerk:	Arleta Peknik Jo Anne E. Ragona
Treasurer:	Michael J. Coren
Alderman Ward 2:	Tina Beilke John Galan

Alderman Ward 4: Carolyn A. Gattuso Joerg Seifers

Alderman Ward 6: Sylvia McIvor

City Clerk Coleman announced that there will be a lottery held for ballot positions on Wednesday, December 22, 2010 at 4:30 P.M. in the Council Chambers. The lottery is open to the public.

#### 9. <u>CITY ADMINISTRATOR'S REPORT</u>

There was no report.

#### 10. DEPARTMENT HEAD INFORMATION/QUESTIONS

In response to Alderman McIvor, Director Gombac advised that the utility work she has seen being performed around town were Comcast and/or AT&T putting in additional cable.

Director Gombac...

...reminded interested residents that sample gas coach lights are currently on display in the front of City Hall and electric coach lights are located in the rear yard.

...announced that Speedway on  $63^{rd}$  and Cass will be opening tomorrow, December 21, 2010.

...invited all interested parties to come view the construction of the salt dome which is currently in process.

In response to Alderman Avci, Assistant Administrator Coren advised that there have been no new developments with PACE.

#### 11. **TREASURER'S REPORT**

#### A. WARRANT NUMBER 10-11-14

It was moved by Alderman Gattuso and seconded by Alderman Schauer to approve payment of Warrant Number 10-11-14 in the amount of \$75,351.53 from the General Fund; \$176,544.07 from the Water Fund; \$36,720.13 from the Motor Fuel Tax Fund; \$142.47 from the Darien Area Dispatch Fund; \$3,993.97 from the Capital Improvement Fund; \$481,990.15 from the General Fund Payroll for the period ending 12/2/2010 & 12/16/2010; \$42,409.20 from the Water Fund Payroll for the period ending 12/2/2010 &

#### December 20, 2010

12/16/2010; \$79,701.92 from the D.A.D.C. Fund Payroll for the period ending 12/2/2010 & 12/16/2010 for a total to be approved of \$896,853.44.

Roll Call:	Ayes:	Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED

#### **B.** TREASURER'S MONTHLY REPORT – NOVEMBER, 2010

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of November, 2010: General Fund Revenue \$8,131,874; General Fund Expenditures \$7,626,244; Current General Fund Balance \$3,754,355; Water Fund Revenue \$2,914,400 Water Fund Expenditures \$2,013,120; Current Water Fund Balance \$1,113,523; Motor Fuel Tax Fund Revenue \$465,633; Motor Fuel Tax Fund Expenditures \$212,955; Current Motor Fuel Tax Fund Balance \$203,934; Water Depreciation Fund Revenue \$2,168; Water Depreciation Fund Expenditures \$608,158; Current Water Depreciation Fund Balance \$134,724; Capital Improvement Fund Revenue \$1,901,272; Capital Improvement Fund Expenditures \$1,883,339; Current Capital Improvement Fund Balance \$533,198; Capital Projects Debt Service Fund Revenue \$105,484; Capital Projects Debt Service Fund Expenditures \$95,285; and a current fund balance of \$54,143.

Treasurer Coren pointed out that the state is two months behind in their allocation of the state income tax revenue.

Alderman Avci inquired why there are negative numbers for police salaries in November.

Treasurer Coren responded that there was a reclassification of the salaries between the police officer and support personnel during the month.

In response to Alderman Poteraske, Treasurer Coren advised that the reclassification was necessary because the allocation had not been made in the prior month.

#### 12. STANDING COMMITTEE REPORTS

**Police Committee** — Alderman McIvor submitted the minutes of the October 7, 2010 and November 3, 2010 Police Committee Meetings for the record, and announced that the next meeting is scheduled to take place on Thursday, January 6, 2011 at 6:00 P.M.

Administrative/Finance Committee — Alderman Poteraske advised that the next meeting of the Administrative and Finance Committee Meeting is scheduled to take place on Monday, January 10, 2011 at 6:30 P.M. in the upstairs conference room.

**Municipal Services Committee** — Alderman Marchese submitted the minutes of the November 22, 2010 Municipal Services Committee Meeting for the record, and announced that the next meeting has been re-scheduled to take place on Tuesday, December 28, 2010 at 6:30 P.M. in the Council Chambers.

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

Mayor Weaver announced that New Business Items D, E, F, and G have been moved to the Consent Agenda as Items I, J, K & L respectively, and New Business Item H has been moved up as Item D.

Joe Kenny of 1605 Holly advised that when the sewer pipes at 70<sup>th</sup> & Clarendon Hills Road were discussed at the last City Council meeting, a figure of \$25,000 was mentioned for the repairs. On the agenda this evening, the expense is \$35,000. Mr. Kenny requested clarification of the \$10,000 difference. Mr. Kenny also inquired how projects are bid out.

Director Gombac explained that the \$25,000 presented two weeks ago was a preliminary figure. The bid results for the total package was \$35,712. Of the \$35,712, \$5,000 is a contingency number. Director Gombac reviewed the several different facets of the project and the bid process.

Joe Kenny inquired if there has been any communication between the city and District 3 representatives to enlist their financial assistance.

Director Gombac advised that staff submitted a letter requesting the county perform a water modeling study. The county responded that the study could not be performed until the end of summer, 2011. The water modeling study has been included in the total bid package so that problems can be identified and addressed to avoid problems in the future. Staff is attempting to recoup reimbursement from the county for the \$2,000 cost of the study.

Alderman Poteraske requested the financial impact on the budget be clarified.

Director Gombac responded that there is no financial impact. The amount expended for this project will be taken from the drainage projects which came in under budget earlier this year.

Alderman Galan clarified that although the storm sewer infrastructure is owned by the City of Darien, and the city is responsible for repairs, the county has the authority to dictate what can and cannot be done. Alderman Galan advised that repair of the infrastructure is imperative since there is a safety issue.

#### 14. **OLD BUSINESS**

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

#### 15. CONSENT AGENDA

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

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

- A. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN HISTORICAL SOCIETY
- B. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN'S CLUB

C.	ORDINANCE NO. O-30-10	CONSIDERATION OF A MOTION TO APPROVEAN ORDINANCEAMENDING SECTION 3-3-7-5 OF THE DARIEN CITY CODE
D.	RESOLUTION NO. R-78-10	CONSIDERATION OF A MOTION TO APPROVEA RESOLUTION ESOLUTIONEXTENDINGTHEPARTICIPATIONINTHEINTERGOVERNMENTALPERSONNELBENEFIT COOPERATIVE FOR A PERIOD OF THREE ADDITIONAL YEARS

F.

- E. RESOLUTION NO. R-79-10 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING THE EMERGENCY OPERATIONS PLAN ASSEMBLED BY PUBLIC SAFETY PLANNING SOLUTIONS AND STAFF DURING FYE 2010
  - ORDINANCE NO. O-31-10 CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN - PD
- G. ORDINANCE NO. O-32-10 CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 9-2-2 (STOP SIGNS) OF CHAPTER 2 (TRAFFIC SIGNS AND SIGNAL LOCATIONS) TITLE 9 (TRAFFIC REGULATIONS), OF THE DARIEN CITY CODE
- H. ORDINANCE NO. O-33-10 CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN – MS
- I. CONSIDERATION OF A MOTION TO APPROVE AUTHORIZING THE URGENT REPAIRS AND A WATER MODELING STUDY AND ANALYSIS ON THE 42-INCH STORM SEWER ADJACENT TO CLARENDON HILLS ROAD, BETWEEN 71<sup>ST</sup> STREET AND 69<sup>TH</sup> STREET AT A TOTAL COST NOT TO EXCEED \$35,712.50
- J. RESOLUTION NO. R-81-10 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ACCEPTING A PROPOSAL FROM DAWN COMPANIES, INC. FOR THE JETTING AND VIDEO TAPING AND THE PLACEMENT OF FLOWABLE-FILL FOR THE 42-INCH STORM SEWER ADJACENT TO CLARENDON

K.

L.

**December 20, 2010** 

HILLS ROAD, BETWEEN 71<sup>ST</sup> STREET AND 69<sup>TH</sup> STREET AT A COST NOT TO EXCEED \$6,252.50 OF THE \$35,712.50 PROJECT COST

- **RESOLUTION NO. R-82-10 CONSIDERATION OF A MOTION TO APPROVE** Α RESOLUTION ACCEPTING A PROPOSAL FROM VISU-SEWER OF ILLINOIS LLC FOR THE PLACEMENT OF MECHANICAL **SEALS WITHIN THE 42-INCH STORM** SEWER ADJACENT TO CLARENDON 71<sup>ST</sup> **BETWEEN** HILLS ROAD, STREET AND 69<sup>TH</sup> STREET AT A COST NOT TO EXCEED \$12,960 OF **THE \$35,712.50 PROJECT COST** 
  - **RESOLUTION NO. R-83-10 CONSIDERATION OF A MOTION TO** APPROVE Α RESOLUTION ACCEPTING **OUOTE** Α FROM CHRISTOPHER **B**. BURKE **ENGINEERING LTD. TO CONDUCT A** FEQ WATER MODELING ANALYSIS - NOT TO EXCEED \$2.500.00 AND TO ACCEPT A QUOTE TO DETERMINE **OPTIMAL ALTERNATIVE ANALYSIS REMEDIATION - NOT** FOR TO EXCEED \$5,000.00
    - Roll Call: Ayes: Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
      - Nays: None

Absent: None

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

#### 16. **<u>NEW BUSINESS</u>**

It was moved by Alderman Poteraske and seconded by Alderman Marchese to approve the following resolution as presented: A. **ORDINANCE NO. 0-34-10 CONSIDERATION OF A MOTION TO** APPROVE AN **ORDINANCE** AMENDING TITLE 5A, CHAPTER 9, **SECTION 5A-9-4-3**: PERMITTED USES, I-1 GENERAL INDUSTRIAL DISTRICT, OF THE DARIEN CITY CODE (PZC 2010-15: TEXT AMENDMENT, ZONING **ORDINANCE: SEMI-TRUCK, SEMI-TRAILER AND BUS SALES LOT**)

Discussion: Assistant Administrator Coren provided an explanation of the purpose of the proposed ordinance.

Roll Call:	Ayes:	Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED

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

В.	ORDINANCE NO. O-35-10	<b>CONSIDERATION OF A MOTION TO</b>
		APPROVE AN ORDINANCE
		APPROVING A SPECIAL USE AND
		VARIATIONS TO DARIEN ZONING
		<b>ORDINANCE</b> (PZC 010-14: 6818
		<b>ROUTE 83, AUTO SERVICE</b> )

**December 20, 2010** 

Roll Call:	Ayes:	Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED

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

C.	RESOLUTION NO. R-80-10	APPROVEARESOLUTIONAUTHORIZINGTHEMAYORTOEXECUTEANAGREEMENTFORENGINEERINGSERVICESBETWEENTHECITYOFDARIENANDCHRISTOPHERB.BURKEENGINEERING, LTD.IN AN AMOUNTNOTTOEXCEED\$26,772.00(2011)
		STREET MAINTENANCE)
	Doll Colle Aveau	Avei Colon Cottugo Manchago Malvon Dotanogla

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

Nays: None

Absent: None

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

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

D. RESOLUTION NO. R-84-10 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF DARIEN, DUPAGE COUNTY, THE QUESTION WHETHER THE CITY OF

DARIEN SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT 096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT OF SUCH PROGRAM

Discussion: Mayor Weaver pointed out that, once again, the city is at the forefront of introducing a new program that will be of financial benefit to the residents. Mayor Weaver commented that a press release published in <u>patch.com</u> describes Darien as a city that introduces creative, new ideas that are beneficial to the community.

Administrator Vana added that the City of Darien has been honored with Harvard University's 2010 Bright Ideas Program award for its concrete replacement program.

Director Gombac extended kudos to his staff for their efforts in the success of city programs.

Roll Call:	Ayes:	Avci, Galan, Gattuso, Marchese, McIvor, Poteraske, Schauer
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED

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

Alderman Gattuso advised that January 3, 2011 is the deadline to submit nominations for the 2011 Citizen of the Year.

Alderman Poteraske advised that there was an article in the Highland Park newspaper regarding their proposal to outlaw Styrofoam in their community. Alderman Poteraske requested a similar review be conducted by the city's Environmental Committee.

On behalf of the Darien Lions Club, Alderman Galan thanked the community for their support and assistance in the Food Baskets Program. Alderman Galan stated that with the invaluable help of the Darien Park District and residents, the Lions Club was able to deliver food and gifts to 211 families.

Alderman Poteraske asked Director Gombac to research the chromium levels in the City's water supply.

Director Gombac will look into this and provide a report to the City Council.

Alderman Avci requested that the city go out for bid for engineering services so as to provide Christopher Burke Engineering with competition.

Mayor Weaver advised that this practice has already been instituted.

Director Gombac added that the city goes out for bid for engineering services every couple of years. To date, Christopher Burke has been the only engineering company that can perform all services needed by the city.

Alderman Poteraske suggested a copy of the bid results be provided to the aldermen.

Alderman Marchese remarked that, at Alderman Poteraske's request, the Municipal Services Committee reviewed engineering services awhile ago. One of the items reviewed was the additional cost to the city to go with a new company.

Alderman Avci reiterated his concern that Christopher Burke may be losing their competitive edge.

Mayor Weaver responded that sending out a request for proposal every couple of years ensures a competitive edge.

City Treasurer Coren wished his wife a Happy 35<sup>th</sup> Wedding Anniversary, thanked her for her patience and understanding throughout the years, and for giving him the opportunity to attend this evening's meeting on their anniversary.

Mayor Weaver wished all a Happy Holiday Season.

#### 18. ADJOURNMENT

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

December 20, 2010

#### VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:38 P.M.

Mayor

City Clerk

ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 12-20-10. Minutes of 12-20-10 CCM

## **Mayoral Proclamation**

*Whereas,* a majority of the students attending Lakeview Junior High are Darien residents; and

Whereas, Lakeview Junior High School Boys Cross Country Team and Lakeview Junior High School Girls Cross Country Team member, Amanda Thate, traveled to Parkside Junior High in Normal, Illinois to participate in the 2010 Annual IESA State Cross Country Meet on October 16, 2010; and

Whereas, the Lakeview Junior High Boys Cross Country Team scored 426 points resulting in an 18<sup>th</sup> Place finish at the State Meet; and

Whereas, this marks the second straight year the team has traveled to State; and

Whereas, the Lakeview Junior High Boys Cross Country Team had an 8-0 record in the SDEAA Conference and won the SDEAA Conference Meet; and

Whereas, the 7<sup>th</sup> Grade Boys Cross Country Team placed first in the Troy Invitational Meet in Shorewood, Illinois against fifty other schools; and

Whereas, the Boys Cross Country Team placed second in the Sectional Meet at Melas Park, in Arlington Heights, Illinois on October 9, 2010 lead by Peter Fish with a second place time of 11:55 minutes for two miles; and

## Mayoral Proclamation Page 2

Whereas, the top seven runners on the team who ran in the State Meet were Joey Eterno with a two mile time of 11:52 minutes, Alan Zhou and Eric Bennett with a two mile time of 12:22 minutes, William Heatherington with a two mile time of 12:31 minutes, Joey Engel with a two mile time of 12:33 minutes, Kyle O'Leary with a two mile time of 12:42 minutes; and Kyle McMillian with a two mile time of 13:09 minutes; and

Whereas, Amanda Thate took first place in every SDEAA Regular Meet this year; and

Whereas, Amanda Thate took first place in the SDEAA Conference Meet this year; and

*Whereas,* Amanda Thate took first place in the sectional meet with a two mile time of 11:58 minutes; and

Whereas, Amanda Thate took second place in the State Meet with a time of 11:32 minutes; and

Whereas, the Lakeview Junior High School Cross Country Teams were lead this year by coaches Paul Rodda and Mike Urbas;

## Mayoral Proclamation Page 3

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien,

do hereby proclaim January 17, 2011 as

# LAKEVIEW JUNIOR HIGH SCHOOL CROSS COUNTRY TEAM DAY

in recognition of the hard work and accomplishments of these athletes over the past year.

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

DONE, this seventeenth day of January, Two-Thousand Eleven.

Kathleen Moesle Weaver, Mayor

Attest:

Joanne F. Coleman, City Clerk

### **CITY OF DARIEN**

#### EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON January 17, 2011

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

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

General Fund \$300,834.79				
Water Fund			\$138,485.39	
Motor Fuel Tax Fund			\$88,103.57	
Water Depreciation Fun	d			
Darien Area Dispatch Fu	und		\$35,674.15	
Capital Improvement Fu	Ind		\$209,941.96	
Debt Service Fund				
Special Service Area Tax Fund				
Drug Forfeiture Fund				
	Subtotal:	\$	773,039.86	
General Fund Payroll	12/30/10-1/13/11	\$	478,714.06	
Water Fund Payroll	12/30/10-1/13/11	\$	46,399.86	
D.A.D.C. Payoll	12/30/10-1/13/11	\$	62,539.01	
	Subtotal:	\$	587,652.93	

Total to be Approved by City Council: \$1,360,692.79

Approvals:

Kathleen Moesle Weaver, Mayor

Joanne F. Coleman, City Clerk

Michael J. Coren, Treasurer

#### CITY OF DARIEN Expenditure Journal General Fund Administration From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	REPORT WRITING ROOM COMPUTER	Consulting/Professional	818.00	4325
AIS ALL-STAR MAINTENANCE	COMPUTER SUPPORT SNOW PLOWING & SALTING P.D. & CITY HALL DECEMBER 20-26, 2010	Consulting/Professional Maintenance - Grounds	2,295.00 1,056.00	4325 4227
ALL-STAR MAINTENANCE	SALTING OF SIDEWALKS AT CITY HALL AND POLICE	Maintenance - Grounds	850.00	4227
BEST QUALITY CLEANING, INC.	JANUARY 2011 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	2,548.55	4267
CBS MESSENGER SERVICE, INC.	DELIVERY OF CHECK TO DEPARTMENT OF LABOR	Postage/Mailings	12.32	4233
CHASE CARD SERVICES	ACCOUNTING SEMINAR - P. NOSEK	Training and Education	145.00	4263
CHASE CARD SERVICES	CONTINUING EDUCATION - B. VANA	Training and Education	149.00	4263
DUPAGE COUNTY RECORDER	RELEASE OF LIEN-1414 PLAINFIELD ROAD	Consulting/Professional	16.00	4325
DUPAGE COUNTY RECORDER	LIEN-1810 WOODVIEW COURT	Consulting/Professional	8.00	4325
FedEx	OVERNIGHT SHIPPING CHARGES	Postage/Mailings	62.54	4233
GHA Architecture	PUBLIC HEARING LEGAL NOTICE REIMBURSEMENT - 2425 75TH STREET	Consit/Prof Reimbursable	0.00	4328
GRAINGER	AIR FILTERS FOR CITY HALL	Maintenance - Building	213.48	4223
HOME DEPOT	SUPPLIES	Maintenance - Building	632.51	4223

#### CITY OF DARIEN Expenditure Journal General Fund Administration From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
I.R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	26,254.56	4219
IL GOVT FINANCE OFFICERS ASSOC	2011 DUES	Dues and Subscriptions		
INDUSTRIAL ELECTRICAL SUPPLY	LAMP & BATTERY FOR CITY HALL	Maintenance - Building	195.00 134.00	4213 4223
KKC IMAGING SYSTEMS	KYOCERA COPY MACHINE REPAIR	Maintenance - Equipment	187.50	4225
KKC IMAGING SYSTEMS	PARTS & REPAIR	Maintenance - Equipment	<b></b>	
MUNICIPAL WEB SERVICES	NOVEMBER 2010	Consulting/Professional	327.50	4225
	WEBSITE HOSTING	e en eaningh Toressionar	458.75	4325
NICOR GAS	7422 S. CASS - 12-02-10 THRU 01-04-11	Utilities (Elec,Gas,Wtr,Sewer)	236.45	<b>427</b> 1
NICOR GAS	1702 PLAINFIELD ROAD - ACCT 82541110001	Utilities (Elec,Gas,Wtr,Sewer)	260.00	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	44 07	4050
OFFICE DEPOT	SUPPLIES	Supplies - Office	41.37 31.54	4253 4253
OFFICEMAX CONTRACT INC.	SUPPLIES	Supplies - Office	66.20	4253 4253
PITNEY BOWES GLOBAL FINANCIAL	LEASE CHARGES - DECEMBER 30, 2010 - MARCH 30, 2011	Rent - Equipment	585.00	4243
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE BY PHONE - ACCT 13380100	Postage/Mailings	740.00	4233
RAGS ELECTRIC	REPAIR LIGHTS ON TIMER AT HERITAGE CENTER	Maintenance - Grounds	92.00	4227
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	51.72	4219
ROSENTHAL, MURPHEY, COBLENTZ	D.O.L.	Liability Insurance	315.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	PUBLIC WORKS CONTRACT	Liability Insurance	210.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	0 605 00	1010
ROSENTHAL, MURPHEY, COBLENTZ	DEVELOPMENT AGREEMENT	Liability Insurance	2,625.00 262.50	4219 4219
ROSENTHAL, MURPHEY, COBLENTZ	PUBLIC WORKS NEGOTIATIONS	Liability Insurance	52.50	4219

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#### CITY OF DARIEN Expenditure Journal General Fund Administration From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ROSENTHAL, MURPHEY, COBLENTZ ROSENTHAL, MURPHEY, COBLENTZ ROSENTHAL, MURPHEY, COBLENTZ ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS COSTS ADVANCED ADAMS SUIT PUBLIC WORKS CONTRACT	Liability Insurance Liability Insurance Liability Insurance Liability Insurance	1,785.00 49.11 630.00 315.00	4219 4219 4219 4219 4219
SAGE SOFTWARE, INC.	ANNUAL SOFTWARE SUPPORT	Maintenance - Equipment	3,791.00	4225
SAM'S CLUB SUBURBAN LIFE PUBLICATIONS	SUPPLIES PUBLIC HEARING LEGAL NOTICE - 1133 JAMES PETER COURT	Maintenance - Building Legal Notices	109.96 331.32	4223 4221
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING LEGAL NOTICE 8970 DAR - ELECTRIC SERVICE	Legal Notices	133.62	4221
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING LEGAL 8971 DAR - ELECTRIC SERVICE 12-17-10	Legal Notices	133.62	4221
SUBURBAN LIFE PUBLICATIONS	PUBLIC HEARING LEGAL NOTICE 9299 DAR - 2425 75TH STREET	Conslt/Prof Reimbursable	331.32	4328
UNIQUE PRODUCTS & SERVICE CORP	SIDEWALK SALT FOR POLICE & CITY HALL	Maintenance - Building	292.77	4223
VELOCITA TECHNOLOGY	COMPATBILE TONER CARTRIDGE FOR HP 5500 (YELLOW)	Supplies - Office	109.69	4253
ELOCITA TECHNOLOGY	COMPATIBLE CARTRIDGE FOR HP2100 AND KYOCERA 6030	Supplies - Office	129.44	4253
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Total Administration

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#### CITY OF DARIEN Expenditure Journal General Fund City Council From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHASE CARD SERVICES	HOLIDAY TOUR SUPPLIES	Boards and Commissions	92.79	4205
CHASE CARD SERVICES	HOLIDAY TOUR SUPPLIES	Boards and Commissions	4.21	4205
I.R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	6,563.64	4219
ILLINOIS STATE POLICE	FINGERPRINT FEE - TASNEEM A. GHATILA - SPEEDWAY	Boards and Commissions	(39.25)	4205
ROSENTHAL, MURPHEY, COBLENTZ	ORDINANCE PREPARATION	Liability Insurance	892.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	DEVELOPMENT AGREEMENT	Liability Insurance	682.50	4219
STERLING CODIFIERS, INC.	2011 HOSTING FEE	Consulting/Professional	500.00	4325
		Total City Council	8,696.39	

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DON MORRIS ARCHITECTS P.C.	DECEMBER 2010 PLAN REVIEW & INSPECTIONS	Consulting/Professional	2,385.00	4325
DON MORRIS ARCHITECTS P.C.	DECEMBER 2010 PLAN REVIEW & INSPECTIONS	Consit/Prof Reimbursable	555.00	4328
I.R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	19,690.92	4219
JOSEPH ALGOZINE	DECEMBER 2010 ELECTRICAL INSPECTIONS	Consit/Prof Reimbursable	500.00	4328
MASSIE JET-VAC SERVICE	SEWER JETTER - 6818 ROUTE 83	Conslt/Prof Reimbursable	476.25	4328
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE BY PHONE - ACCT 13380100	Postage/Mailings	310.00	4233
ROSENTHAL, MURPHEY, COBLENTZ ROSENTHAL, MURPHEY, COBLENTZ SAM'S CLUB	ZONING ZONING SUPPLIES	Liability Insurance Liability Insurance Supplies - Office	105.00 52.50 219.92	4219 4219 4253
		Total Community Development	24,294.59	

#### CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET AIRGAS NORTH CENTRAL AIRGAS NORTH CENTRAL	REPAIR PARTS - VALVE WELDERS HELMET ACETYLENE & OXYGEN RENTAL	Maintenance - Vehicles Liability Insurance Supplies - Other	23.97 218.87 29.82	4229 4219 4257
AUTO TRUCK GROUP C & A LANDSCAPING	REPAIR PARTS NOVEMBER 2010 GROUNDS MAINTENANCE-GRANT CT & GLENEAGLES LN	Maintenance - Vehicles Forestry	659.28 150.00	4229 4350
CAREER TRACK	CREATIVE LEADERSHIP TRAINING - DAVID FELL	Training and Education	159.00	4263
CHASE CARD SERVICES	DOCKING STATION/PORT REPLICATOR - LAPTOP	Maintenance - Equipment	228.43	4225
CHASE CARD SERVICES	FENCE REPAIR - SNOW REMOVAL EFFORTS	Supplies - Other	99.65	4257
CHEMSEARCH CINTAS FIRST AID AND SAFETY COM ED	DIESEL GUARD FIRST AID SUPPLIES STREET LIGHTS- ACCT 0448008035	Vehicle (Gas and Oil) Liability Insurance Street Light Oper & Maint.	432.94 121.23 563.81	4273 4219 4359
COM ED	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	10.70	4359
COM ED	STREET LIGHTS ACCT 6753122017	Street Light Oper & Maint.	227.97	4359
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.20	4223
EMBASSY REFRESHMENT SERVICE EMBASSY REFRESHMENT SERVICE EMBASSY REFRESHMENT SERVICE EXELON ENERGY INC. EXELON ENERGY INC. FIRST ADVANTAGE	COFFEE & SUPPLIES COFFEE SUPPLIES COFFEE SUPPLIES STREET LIGHTS STREET LIGHTS RANDOM DRUG & ALCOHOL SCREEN	Maintenance - Building Maintenance - Building Maintenance - Building Street Light Oper & Maint. Street Light Oper & Maint. Liability Insurance	68.78 20.63 49.97 1,385.87 1,156.05 41.57	4223 4223 4223 4359 4359 4219

#### CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPLACEMENT - 8331 WOODLAND	Street Light Oper & Maint.	2,370.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - FOUR LOCATIONS	Street Light Oper & Maint.	256.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - NINE LOCATIONS	Street Light Oper & Maint.	576.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - SEVEN LOCATIONS	Street Light Oper & Maint.	448.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - THREE LOCATIONS	Street Light Oper & Maint.	308.00	4359
GERALYN DONOVAN	REIMBURSEMENT FOR DAMAGED MAILBOX DURING SNOW EVENT	Supplies - Other	65.00	4257
GRAINGER	SEALANT TAPE	Maintenance - Building	1.38	4223
GRAINGER	HOSE, COUPLER & PLUG	Maintenance - Equipment	93.71	4225
GRAINGER	QUICK CONNECT FOR POWER WASHER	Maintenance - Equipment	6.52	4225
GRAINGER	HOSE & COUPLER	Maintenance - Equipment	184.05	4225
RAINGER	PARTS FOR BANNERS	Supplies - Other	68.50	4257
IAGEMEYER	BOOTS	Uniforms	92.26	4269
IOME DEPOT	SUPPLIES	Maintenance - Building	28.48	4223
IOME DEPOT	SUPPLIES	Supplies - Other	14.97	4257
R.M.A.	DEDUCTIBLE & MEETINGS	Liability Insurance	200.77	4219
.R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	35,006.08	4219
OLIET SUSPENSION	NEW REAR SPRING	Maintenance - Vehicles	514.60	4229
AWSON PRODUCTS INCORPORATED	SUPPLIES	Maintenance - Vehicles	458.88	
IASSIE JET-VAC SERVICE	SEWER JETTER - 6818 ROUTE 83	Rent - Equipment	458.88 476.25	4229 4243
CMASTER-CARR SUPPLY CO.	FIRE ALARM BATTERIES	Maintenance - Building	25.78	4223
ID-TOWN PETROLEUM, INC.	HYDRAULIC OIL	Maintenance - Equipment	355.98	4225
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#### CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
MID-TOWN PETROLEUM, INC. MIDWEST HEALTH WORKS	HYDRAULIC OIL RANDOM CDL DRUG SCREEN	Maintenance - Equipment Liability Insurance	167.99 69.00	4225 4219
MIDWEST HEALTH WORKS NICOR GAS	DRUG SCREENS 1041 S. FRONTAGE ROAD, DARIEN - ACCT 90841110001	Liability Insurance Utilities (Elec,Gas,Wtr,Sewer)	69.00 513.93	4219 4271
OFFICE DEPOT POSTAGE BY PHONE RESERVE ACCT.	SUPPLIES POSTAGE BY PHONE - ACCT 13380100	Supplies - Office Postage/Mailings	18.10 250.00	4253 4233
R.L. CORTY & CO, INC.	REPAIR POWER WASHER AT 1041 S. FRONTAGE	Maintenance - Equipment	152.45	4225
RED WING SHOES RED WING SHOES RED WING SHOES RIC MAR INDUSTRIES, INC. SIGN AND BANNER EXPRESS /ERI CHECK	BOOTS UNIFORMS BOOTS SUPPLIES BANNER BRACKET WITH SPRING BACKGROUND CHECKS	Liability Insurance Uniforms Uniforms Maintenance - Building Maintenance - Equipment	137.00 320.44 196.00 107.48 145.00	4219 4269 4269 4223 4225
	- SCHUSTER & CASSIDY	Liability Insurance	144.00	4219
		Total Public Works, Streets	49,561.34	

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIR-RITE HEATING & COOLING	SERVICE CALL AT 1710 PLAINFIELD ROAD	Maintenance - Equipment	93.00	4225
	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
	VISION SCREEN REIMBURSEMENT	Liability Insurance	64.00	4219
CHASE CARD SERVICES	ANNUAL MEMBERSHIP DUES	Dues and Subscriptions	120.00	4213
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	54.90	4217
CHASE CARD SERVICES	4 LIGHT BULBS FOR LIVESCAN FLOODLIGHT-PHOTOS	Maintenance - Building	63.49	4223
CHASE CARD SERVICES	VEHICLE FLOOR MATS	Maintenance - Vehicles	21.88	4229
CHASE CARD SERVICES CHASE CARD SERVICES	CALCULATORS COLOR CODED YEARLY LABELS FOR RECORDS	Supplies - Office Supplies - Office	16.72 6.20	4253 4253
CHASE CARD SERVICES	COLUMBIAN CLASP ENVELOPES	Supplies - Office	17.56	4253
CHASE CARD SERVICES	ANNUAL MEMBERSHIP DUES - STUTTE	Training and Education	40.00	4263
CHASE CARD SERVICES	SGT MEETING SUPPLIES	Travel/Meetings	13.52	4265
CHASE CARD SERVICES CHASE CARD SERVICES COMCAST	PAGER RENTAL INTERNET CONNECTION COMCAST BOXES- ACCT 8771 20 121 0160978	Telephone Telephone Telephone	54.59 79.90 2.10	4267 4267 4267
RITICAL REACH AVID STOCK	2011 ANNUAL FEE VISION SCREEN REIMBURSEMENT	Investigation and Equipment Liability Insurance	395.00 59.00	4217 4219
EBBAUDT LEGACY PRODUCTIONS	AUTISM & LAW ENFORCEMENT VIDEO	Liability Insurance	154.95	4219
	FIRST AID GLOVES	Liability Insurance		4219
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Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DONALD L. SCHULTZ	WAGE & BENEFIT ANALYSIS	Liability Insurance	1,500.00	4219
DUPAGE COUNTY ANIMAL CONTROL DUPAGE CTY CHIEFS POLICE ASSN	EUTHANIZE DOG 2011 MEMBERSHIP DUES - ROBERT PAVELCHIK	Animal Control Dues and Subscriptions	125.00 50.00	4201 4213
DUPAGE CTY CHIEFS POLICE ASSN	2011 MEMBERSHIP DUES - JOHN COOPER	Dues and Subscriptions	50.00	4213
DUPAGE CTY CHIEFS POLICE ASSN	2011 MEMBERSHIP DUES - DAVID SKALA	Dues and Subscriptions	50.00	4213
EDWARD P. RENTKA	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
EV TECHNOLOGIES	REPLACE STROBE LIGHTS & REVERSE LIGHTS IN SQUAD	Maintenance - Vehicles	127.50	4229
EV TECHNOLOGIES EV TECHNOLOGIES	RADIOS/LIGHTS/SIRENS REPLACE REAR LIGHTING AND ADJUST DOCKING STATION FOR PRINTER	Maintenance - Vehicles Maintenance - Vehicles	64.95 297.50	4229 4229
ALLS, AN ARAMARK COMPANY	UNIFORM ALLOWANCE - MURPHY	Uniforms	58.98	4269
EOFF T. KOSIENIAK	50% TUITION REIMBURSEMENT	Training and Education	141.97	4263
RAINGER OME DEPOT A.P.E.M.	VACUUM BREAKER SUPPLIES 2011 MEMBERSHIP DUES - KARA FOYLE-PRICE	Maintenance - Vehicles Maintenance - Building Dues and Subscriptions	84.96 39.52 25.00	4229 4223 4213
A.P.E.M.	2011 MEMBERSHIP DUES - MARINA LISKA	Dues and Subscriptions	25.00	4213
R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	131,272.80	4219

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
I.R.M.A.	DEDUCTIBLE & MEETINGS	Liability Insurance	36.00	4219
ILLINOIS SECRETARY OF STATE	SEIZURE TITLE - 2004 NISSAN ALTIMA-1N4AL11D94C	Investigation and Equipment	95.00	4217
ΙΤΟΑ	2011 DUES - JOHN B. COOPER	Dues and Subscriptions	40.00	4213
ΙΤΟΑ	2011 DUES - JAMES A. TOPEL	Dues and Subscriptions	40.00	4213
ITOA	2011 DUES - GREGORY J. CHEAURE	Dues and Subscriptions	40.00	4213
ITOA	2011 DUES - DAVID E. SKALA	Dues and Subscriptions	40.00	4213
J.G. UNIFORMS, INC.	UNIFORM ALLOWANCE - D. STOCK	Uniforms	49.99	4269
JAMES MURPHY	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
JAN MOL & ASSOCIATES JEFFREY SIMEK JENNIFER ZIMNY	TWO LED LIGHTS UNIFORM ALLOWANCE VISION SCREEN REIMBURSEMENT	Maintenance - Vehicles Uniforms Liability Insurance	95.52 186.94 20.00	4229 4269 4219
JUST TIRES KALE UNIFORMS	TIRES FOR SQUADS UNIFORM ALLOWANCE - TOPEL	Maintenance - Vehicles Uniforms	1,311.76 367.40	4229 4269
KALE UNIFORMS	UNIFORM ALLOWANCE - S. FALCO	Uniforms	36.50	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - GREENABERG	Uniforms	88.45	4269
KEVIN YEO	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
KIM WRIGHT LAUREN RENNER	UNIFORM ALLOWANCE VISION SCREEN REIMBURSEMENT	Uniforms Liability Insurance	15.37 20.00	4269 4219

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Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LINDA S. PIECZYNSKI	CONFERENCE W/ATTYBITTERMAN 2010 TR 170432 12/8	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	CONFERENCE W/ATTY RADEMACHER RE FRADDO 12/21	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	COURT APPEARANCES 12/2, 9, 16, 23 AND 30, 2010	Liability Insurance	1,250.00	4219
LINDA S. PIECZYNSKI	PETITION TO REVOKE CT SUPERV. 2010 TR 136622 12/1	Liability Insurance	13.00	4219
INDA S. PIECZYNSKI	CONFERENCE W/ATTY HARRISON RE BROMLEY 12/1	Liability Insurance	26.00	4219
IARK A. BOZEK	VISION SCREEN REIMBURSEMENT	Liability Insurance	20.00	4219
AASTER-BREW AOORE MEDICAL IAPWDA	COFFEE & SUPPLIES FIRST AID SUPPLIES 2011 MEMBERSHIP RENEWAL - STEVEN M. LISS	Travel/Meetings Liability Insurance Dues and Subscriptions	81.90 371.15 45.00	4265 4219 4213
ICOR GAS	1710 PLAINFIELD - ACCT 82800010009	Utilities (Elec,Gas,Wtr,Sewer)	676.42	4271
ORTHEAST MULTIREGIONAL TRNG	IN PAYMENT OF INVOICE 123891	Training and Education	300.00	4263
EM MICRO SOLUTIONS	IN-CAR COMPUTER REPAIR	Maintenance - Vehicles	520.00	4229
OSTAGE BY PHONE RESERVE ACCT.	POSTAGE BY PHONE - ACCT 13380100	Postage/Mailings	680.00	4233
AGS ELECTRIC	INSTALL CIRCUIT FOR GENERATOR TO HVAC COMPUTER	Maintenance - Equipment	138.00	4225
AND MATERIALS HANDLING	TWO ENTRY WAY MATS	Maintenance - Building	291.74	4223

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAY ALLEN MANUFACTURING INC.	NEOPRENE GAUNTLET GLOVE	Investigation and Equipment	39.95	4217
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - FOSTER	Uniforms	70.85	4269
RAY O'HERRON CO. INC OF OBT	14 BALLISTIC VESTS	Uniforms	0.005.00	1000
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - GREENABERG	Uniforms	9,395.00 20.95	4269 4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - DEYOUNG	Uniforms	15.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - RENNER	Uniforms	49.75	4269
BAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - STOCK	Uniforms	991.35	4269
AY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - MILAZZO	Uniforms	14.95	4269
AY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - TOPEL	Uniforms	96.95	4269
AY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - HRUBY	Uniforms	101.90	4269
AY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE	Uniforms	79.95	4269
AY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - SKALA	Uniforms	33.95	4269
AY O'HERRON CO. INC.	REPLACEMENT LIGHTS	Maintenance - Vehicles	415.31	4000
CHARD STUTTE	K9 FOOD	Investigation and Equipment	27.65	4229 4217
CHARD STUTTE	WIPERS FOR SQUAD	Maintenance - Vehicles	29.88	4217
CHARD STUTTE	UNIFORM ALLOWANCE	Uniforms	29.88 54.97	4229 4269
GGS BROS. OF DOWNERS GROVE	D11 REPAIR	Maintenance - Vehicles	265.00	4209 4229
DBERT J. PAVELCHIK, JR.	VISION SCREEN REIMBURSEMENT	Liability Insurance	47.00	4229 4219
DSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	1,522.50	4219
DSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	105.00	4219
SENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	1,155.00	4219
M'S CLUB	SUPPLIES	Public Relations	19.87	4219
M'S CLUB	SUPPLIES	Supplies - Office	18.65	4253

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
SAM'S CLUB SAM'S CLUB SHELL	SUPPLIES SUPPLIES GASOLINE PURCHASE - FOSTER	Travel/Meetings Travel/Meetings Vehicle (Gas and Oil)	40.27 30.29 25.18	4265 4265 4273
SIRCHIE FINGER PRINT LABS STEVEN J. REED	EVIDENCE SUPPLIES VISION SCREEN REIMBURSEMENT	Investigation and Equipment Liability Insurance	200.99 20.00	4217 4219
STEVEN LISS	PICK-UP BAGS - QUANTO	Investigation and Equipment	50.03	4217
STEVEN LISS	SUPPLEMENTS FOR QUANTO	Investigation and Equipment	24.40	4217
TEE'S PLUS TOM & JERRY TIRE AND SERVICE	DARE SUPPLIES TOWING FEE SEIZED 2004 NISSAN ALTIMA - CASE 10-4429	Public Relations Investigation and Equipment	21.00 150.00	4239 4217
TOM & JERRY TIRE AND SERVICE UNIQUE PRODUCTS & SERVICE CORP UNIQUE PRODUCTS & SERVICE CORP UNIQUE PRODUCTS & SERVICE CORP	BATTERY FOR SQUAD JANITORIAL SUPPLIES JANITORIAL SUPPLIES SIDEWALK SALT FOR POLICE & CITY HALL	Maintenance - Vehicles Maintenance - Building Maintenance - Building Maintenance - Building	169.04 69.75 112.78 292.78	4229 4223 4223 4223
VERIZON WIRELESS WILLIAM WHITESIDES	EVDO VISION SCREEN REIMBURSEMENT	Telephone Liability Insurance	798.21 83.40	4267 4219
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	478.03	4229
		Total Police Department	159,693.21	

#### CITY OF DARIEN Expenditure Journal General Fund Business District From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	SNOW REMOVAL & SALTING - 7515 S. CASS	Maintenance - Grounds	650.00	4227
ALL-STAR MAINTENANCE	REIMBURSABLE SNOW PLOWING & SALTING - HERITAGE CENTER	Maintenance - Grounds	700.00	4227
LLIED WASTE SERVICES #551	REFUSE REMOVAL 1/01/11-01/31/11 - 7515 S. CASS, UNIT D	Maintenance - Equipment	90.00	4225
COM ED	7515 S. CASS, BD - ACCT 7156796018	Maintenance - Equipment	39.98	4225
IOME DEPOT	SUPPLIES	Maintenance - Building	11.73	4223
R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	5,500.00	4219
ICOR GAS	7515 S. CASS, UNIT D - 12-02-10 THRU 01-03-11	Maintenance - Equipment	273.05	4225
ICOR GAS	7515 S. CASS, UNIT J - 11-01-10 THRU 01-03-11	Maintenance - Equipment	67.66	4225
		Total Business District	7,332.42	
		Total General Fund	300,834.79	

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AMERICAN WATER WORKS ASSOC.	MEMBERSHIP DUES - DAVID J. FELL - 3/01/2011 - 2/29/2012	Training and Education	182.00	4263
ASSOCIATED TECHNICAL SERVICES	REPAIR S30 SURVEYOR	Maintenance - Equipment	00.00	4005
ASSOCIATED TECHNICAL SERVICES	REPAIR TO TRANSMITTER	Maintenance - Equipment	90.00 309.00	4225 4225
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATION SERVICES - 71ST & BENTLEY	Leak Detection	538.50	4326
BEST QUALITY CLEANING, INC.	JANUARY 2011 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	364.07	4267
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	121.24	4219
COM ED	PLAINFIELD & MANNING ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	66.38	4219
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	71.21	4223
EMBASSY REFRESHMENT SERVICE	COFFEE SUPPLIES	Maintenance - Building	20.64	4223
MBASSY REFRESHMENT SERVICE	COFFEE SUPPLIES	Maintenance - Building	49.98	4223
MBASSY REFRESHMENT SERVICE	COFFEE & SUPPLIES	Maintenance - Building	68.78	4223
XELON ENERGY INC.	1220 PLAINFIELD ROAD, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	1,476.36	4223 4271
EXELON ENERGY INC.	18W736 MANNING - NOV 15 - DEC 14, 2010	Utilities (Elec,Gas,Wtr,Sewer)	295.77	4271
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	47.41	4271
XELON ENERGY INC.	9S720 LEMONT ROAD	Utilities (Elec,Gas,Wtr,Sewer)	104.00	100.
XELON ENERGY INC.	87TH & RIDGE ROAD -	Utilities (Elec,Gas,Wtr,Sewer)	104.28 247.33	4271
	NOV 15 - DEC 14, 2010		241.33	4271
XELON ENERGY INC.	LAKEVIEW & OAKLEY - NOV 15 - DEC 14, 2010	Utilities (Elec,Gas,Wtr,Sewer)	229.05	4271
RAINGER	HOSE, COUPLER & PLUG	Maintenance - Equipment	93.72	4225
AGEMEYER	RUBBER BOOTS	Liability Insurance	308.39	4219

Date: 1/13/11 11:43:37 AM

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS	REPAIR CLAMP HYDRANT & VALVE REPAIR - 71ST & BENTLEY	Maintenance - Water System Maintenance - Water System	227.96 220.00	4231 4231
HD SUPPLY WATERWORKS	HYDRANT & VALVE REPAIR	Maintenance - Water System	151.00	4231
HD SUPPLY WATERWORKS	REPAIR CLAMP AND METER ADAPTOR	Maintenance - Water System	215.97	4231
HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS HD SUPPLY WATERWORKS	REPAIR CLAMP REPAIR CLAMP REPAIR CLAMPS BRASS PARTS METER ADAPTER REPAIR CLAMP 1 1/2-INCH B-BOXES REPAIR CLAMP & BRASS PARTS BRASS REPAIR PARTS	Maintenance - Water System Maintenance - Water System	133.17 139.28 498.92 134.97 18.95 136.33 543.60 289.56 256.10	4231 4231 4231 4231 4231 4231 4231 4231
ID SUPPLY WATERWORKS ID SUPPLY WATERWORKS	REPAIR CLAMP BRASS PARTS COPPER TUBING	Maintenance - Water System Maintenance - Water System Maintenance - Water System	271.66 727.67	4231 4231 4231
HOME DEPOT HOME DEPOT .R.M.A.	SUPPLIES SUPPLIES 2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Maintenance - Building Maintenance - Water System Liability Insurance	570.58 73.91 110,267.00	4223 4231 4219
RWA-ILLINOIS RURAL WATER ASSN	29TH ANNUAL TECHNICAL CONFERENCE - CLARK BEATTY	Training and Education	125.00	4263
IEFT BROS., INC.	VALVE VAULT & PARTS FOR 71ST & BENTLEY HYDRANT/VALVE	Maintenance - Water System	838.10	4231
ICMASTER-CARR SUPPLY CO. IID-TOWN PETROLEUM, INC.	FIRE ALARM BATTERIES HYDRAULIC OIL	Maintenance - Building Maintenance - Equipment	25.79 167.99	4223 4225

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NICOR GAS	1220 PLAINFIELD ROAD - ACCT 21710264942	Utilities (Elec,Gas,Wtr,Sewer)	243.40	4271
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE - ACCT 05002110004	Utilities (Elec,Gas,Wtr,Sewer)	224.36	4271
NICOR GAS	1897 MANNING DR - ACCT 12344110007	Utilities (Elec,Gas,Wtr,Sewer)	84.11	4271
NICOR GAS	8600 LEMONT ROAD, DARIEN ACCT 23644110001	Utilities (Elec,Gas,Wtr,Sewer)	240.21	4271
NICOR GAS	1041 S. FRONTAGE ROAD, DARIEN - ACCT 90841110001	Utilities (Elec,Gas,Wtr,Sewer)	513.93	4271
DMNI-PUMP REPAIRS	OVERHEAD PUMP AT PLANT #2	Equipment	10,800.00	4815
OVERHEAD INC.	NEW DOORS AT PLANT #2 AND PLANT #4	Maintenance - Building	2,990.00	4223
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE BY PHONE - ACCT 13380100	Postage/Mailings	20.00	4233
I.L. CORTY & CO, INC.	REPAIR POWER WASHER AT 1041 S. FRONTAGE	Maintenance - Equipment	152.45	4225
ED WING SHOES	BOOTS	Uniforms	159.00	4269
IC MAR INDUSTRIES, INC.	SUPPLIES	Maintenance - Building	107.49	4223
ILLAGE OF WOODRIDGE	WATER USAGE FOR DARIEN WOODRIDGE FIRE & SHELL GAS ON LEMONT	Data Processing	1,257.82	4336
ATER RESOURCES, INC.	3/4-INCH GASKETS	Maintenance - Water System	30.00	4231
ATER RESOURCES, INC.	1 1/2-INCH METER & FLANGE KIT	Water Meter Purchases	337.00	4880
		Total Public Works, Water	138,485.39	

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
		Total Water Fund	138,485.39	

#### CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NORTH AMERICAN SALT CO. NORTH AMERICAN SALT CO. OFFICE DEPOT OFFICE DEPOT QUARRY MATERIALS QUARRY MATERIALS SALCE, INC.	SALT SALT SALT SALT SALT SALT SUPPLIES SELF INK STAMPS COLD PATCH COLD PATCH CA6 & CA7 STONE	Salt Salt Salt Salt Salt Salt Supplies - Other Supplies - Other Road Material Road Material Road Material	10,236.11 15,591.74 7,116.14 25,884.73 11,708.58 13,405.52 95.22 95.22 520.38 897.68 2,552.25	4249 4249 4249 4249 4249 4249 4257 4257 4257 4255 4245 4245
		Total MFT Expenses	88,103.57	
		Total Motor Fuel Tax	88,103.57	

#### CITY OF DARIEN Expenditure Journal Darien Area Dispatch Center Darien Area Dispatch From 12/21/2010 Through 1/17/2011

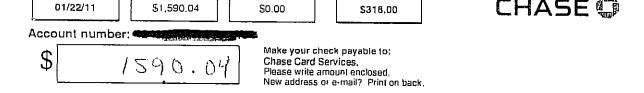
Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CALL ONE, INC.	TELEPHONE AND DATA LINES	Telephone	728.16	4267
CHASE CARD SERVICES	HUMIDIFIER	Supplies - Office	89.99	4253
CHASE CARD SERVICES	OFFICE SUPPLIES	Supplies - Office	109.20	4253
CHASE CARD SERVICES	<b>CREDIT - HUMIDIFIER</b>	Supplies - Office	(89.99)	4253
CHASE CARD SERVICES	HUMIDIFIER	Supplies - Office	109.00	4253
CHASE CARD SERVICES	PAGERS FOR DISPATCH	Equipment	32.80	4815
CHASE CARD SERVICES	AUTOMATED CREDIT ERROR - CREDIT TO BE ISSUED ON NEXT INVOICE	Equipment	32.80	4815
CHASE CARD SERVICES	AUTOMATED CREDIT ERROR - CREDIT TO BE ISSUED ON NEXT INVOICE	Equipment	32.80	4815
CHASE CARD SERVICES	AUTOMATED CREDIT ERROR - CREDIT TO BE ISSUED ON NEXT INVOICE	Equipment	32.80	4815
CHASE CARD SERVICES	AUTOMATED CREDIT ERROR - CREDIT TO BE ISSUED ON NEXT INVOICE	Equipment	32.80	4815
COMMUNICATION REVOLVING FUND	NOVEMBER 2010 LEADS CHARGE	Data Processing	503.15	4336
OUPAGE COUNTY TREASURER	OCTOBER 2010 DATA PROCESSING FEE - LISLE	Data Processing	20.78	4336
OUPAGE COUNTY TREASURER	NOVEMBER 2010 DATA PROCESSING CHARGE - DARIEN	Data Processing	10.69	4336
UPAGE COUNTY TREASURER	NOVEMBER 2010 DATA PROCESSING FEES - LISLE	Data Processing	30.17	4336
AINES & COMPANY, INC.	HAINES DIRECTORY	Rent - Equipment	653.00	4243
A ANAMANA AN AMANANA ANA				

#### CITY OF DARIEN Expenditure Journal Darien Area Dispatch Center Darien Area Dispatch From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
I.R.M.A.	2011 ANNUAL CONTRIBUTION IRMA ACCT. 7236229527	Liability Insurance	33,000.00	4219
MIDWEST HEALTH WORKS UNITED RADIO COMM., INC.	DRUG SCREENS RADIO REPAIR	Liability Insurance Maintenance - Equipment	250.00 96.00	4219 4225
		Total Darien Area Dispatch	35,674.15	
		Total Darien Area Dispatch Center	35,674.15	

#### CITY OF DARIEN Expenditure Journal Capital Improvement Fund Capital Fund Expenditures From 12/21/2010 Through 1/17/2011

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BANK OF NEW YORK	DARIEN GOB SER 08 - ACCT DARGO08	Debt Retire - Property	160,384.38	4945
DUKANE PRECAST, INC.	SALT SHED	Equipment	28,305.00	4815
M&M SEALING	KEARNEY ROAD REPAVING	Street Reconstruction/Rehab	2,467.08	4855
MARK-IT CORPORATION	2010 THERMOPLASTIC STRIPING	Sidewalk Replacement Prog	1,585.50	4380
MARTINO CONCRETE COMPANY	FOOTING FOR SALT SHED	Equipment	16,775.00	4815
SCHOMIG LAND SURVEYORS LTD.	SET CROSS ON FOOTING FOR SALT SHED AT 1041 S. FRONTAGE	Equipment	425.00	4815
		Total Capital Fund Expenditures	209,941.96	
		Total Capital Improvement Fund	209,941.96	
Report Total			773,039.86	



#### 57553 BEX Z 211 C BRYON VANA CITY OF DARIEN 1702 PLAINFIELD RD DARIEN IL 60561-5044

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CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153

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#### **BUSINESS CARD STATEMENT**

#### Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY					
Account Number:					
Previous Balance	\$1,207.17				
Payment, Credits	-\$1,297.16				
Purchases	+\$1,680.03				
New Balance	\$1,590.04				
Opening/Closing Date	12/03/10 - 01/02/11				
Total Credit Line	\$100,000				
Available Credit	\$98,409				
Cash Access Line	\$20,000				
Available for Cash	\$20,000				

#### PAYMENT INFORMATION

New Balance	\$1,590.04
Payment Due Date	01/22/11
Minimum Payment Due	\$318.00

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee. Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

# FLEXIBLE REWARDS SUMMARY Previous points balance 7.627 Points earned on purchases this period 1,591 New total points balance 9,218

Every time you use your Chase Business card with Flexible Rewards Select, you are on your way to earning great rewards. You earn 1 point per \$1 spent on all purchases and there's no cap on how many points you can earn and points never expire. Add employees and earn rewards even laster! You can redeem your points for airline tickets, gift certificates to leading merchants, top quality merchandise or cash. Check out the entire rewards collection and redeem your points online at www.chase.com/businesscard.

#### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amoun!
12/18	Payment Thank You - Image Check	-1,207.17
	BRYON VANA TRANSACTIONS THIS CYCLE (ON STATE 1,207.17 INCLUDING PAYMENTS RECEIVED	
12/15	DISCOUNT FENCE DOWNERS GROVE IL 41-30-4257- FUNL- Repair	99.65
12/21	DMI. DELL BUS ONLINE 800-456-3355 TX UL-30 -4225 Ducking School Port	228.43
	DANIEL GOMBAC Introductor Laptop TRANSACTIONS THIS CYCLE (5328.08	
12/22	THE HOME DEPOT 1942 WOODRIDGE IL Kohuno - Auron O. A. w. 15-45-425	3 -89.99
12/03	AMERICAN MESSAGING 888-247-7890 TX	32,80
12/02	THE HOME DEPOT 1942 WOODRIDGE IL burn on free 15-15 4253	89.99
12/03	AMERICAN MESSAGING 888-247-7890 TX Pages for Dispited 15-45-4815	32.BO
12/03	AMERICAN MESSAGING 888-247-7890 TX A whence a craite arriver 15-45-7815	32.80
12/03	AMERICAN MERSAGING ABA-247-7860 TX	A 02.80
12/03	AMERICAN MESSAGING 888-247-7890 TX 11 1 1 15 -4 5- 4 81	32.80
12/10	OFFICE DEPOT #1105 800-463-3768 IL Obbien Supplies 15-45-4253	109.20
12/22	THE HOME DEPOT 1942 WOODRIDGE IL カルベルロンインビア ノミーイシン3	109.00
	DIANE DALY TRANSACTIONS THIS CYCLE (COLD - \$382.20	
12/27	WAL-MART #2215 DARIENIL 01-70-4229 Yohich 71:00 Mets D2S	21.66
12/28	INTLASSN OF CHIEF OF POL 703-B366767 VAOI-40-4213 Merrhership Dura	120.00
	ROBERT PAVELCHIK	
12/03	AMERICAN MESSAGING 888-247-7890 TX 01-40-4267 1-50-4267	54.59
12/03	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40・4 217 Delection + doma 5 2000	.~~ 54.90
12/05	JEWEL#3182 LEMONT IL OI-YOU AZES Soft At Scientes	13.52



Page 2 of 2

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#### ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
12/15	OFFICE DEPOT #1105 800-463-3768 IL 01-4 0-425 3 Caladetor 5	16.72
12/23	ILLINOIS TACTICAL OFFICER 708-922-1280 IL UI-YU-Y263 Mercharching Review L. Sta	40.00
12/30	COMCAST CHICAGO BOD-COMCAST IL 01-40-4267 Internet Commenter	79.90
12/29	OFFICE DEPOT #1105 800-463-3768 IL 01-40.4253 Labers for Eccore on	6.20
12/29	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4-253 Env しつつー	17,56
	CAROL KOPTA TRANSACTIONS THIS CYCLE (CHARGE COM) \$283.39	<b>.</b>
12/06	LIGHT BULB EMPORIUM LL 888-7770649 NJ OI-40-4223 Light bulks by Livescon	63.49
	JOHN COOPER TRANSACTIONS THIS CYCLE (Content of S63.49	
12/08	TAX EDUCATION INC 314-336-1123 MO 41-10-4213 Acet, styring P. Dosil	145.00
12/15	CONFERENCEEDGE 877-988-7526 CO 01-16-4263 Continuing ED-B-Vinne	149.00
12/21	JEWEL #3123 DARIEN IL 01-12. Y20> 2 Items for during Bus Town	92.79
12/21	JEWEL #3123 DARIEN IL 6: -1 みりえびろく	4,21
	SCOTT COREN TRANSACTIONS THIS CYCLE (Contraction) \$391.00	

Repair of the second straigs Year to Da	lote services of the	
Total fees charged in 2011	\$0.00	
Total interest charged in 2011	\$0.00	
Year-to-date totals reflect all charges minus any refunds		
applied to your account.		

INTEREST CHARGES Your Annual Percentage Rate (APR) is the annual interest rate on your account. Accrued Balance Annual Interest Subject To Interest Percentage Rate (APR) Balance Interest Rate Charges Charges Туре 31 Days In Cycle 50.00 \$0.00 Purchases \$0.00 13.24% (v) \$0.00 \$0.00 \$0.00 \$0.00 19.24% (v) Cash Advances \$0.00 \$0.00 Balance Transler 13.24% (v)

(v) = Variable Rate

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Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable.

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# AGENDA MEMO City Council Meeting Date: January 17, 2011

#### Issue Statement

Consideration of a motion granting waiver of the raffle license bond requirement for the Darien Lions Club.

## **BACKUP**

#### **Background/History**

The Darien Lions Club has applied for a raffle license for a raffle to be held on June 2, 2011. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Darien Lions Club in the past.

#### **Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Darien Lions Club raffle be waived.

#### **Alternate Consideration**

Not approve waiver.

#### **Decision Mode**

This item will be placed on the January 17, 2011 Council Agenda for formal consideration.







1702 Plainfield Road • Darien, Illinois 60561 www.darienlions.org

January 12, 2011

Mayor Kathleen Weaver City of Darien 1702 Plainfield Road Darien, Illinois 60561

Re: Consideration to Waive License Fee Lions Club Big Raffle

Dear Mayor Weaver:

The Darien Lions Club is planning to conduct our Big Raffle on Thursday, June 2 at approximately 7:00 P.M. The raffle is conducted at the end of our Golf Outing held at the Carriage Greens Country Club. The revenue generated from this raffle will assist us in continuing our charitable efforts within our community. I have enclosed a sample ticket for your information.

As required, the Lions Club is applying for a raffle license with the Clerk's Office. We are requesting the City waive the associated license fee, as the City has done in prior years.

The City's consideration of this request is greatly appreciated.

Sincerely,

Lion Mark A. Kaźich Big Raffle Chair, 2010-2011

Enclosure

Cc: Lion President Brian Kiefer

# AGENDA MEMO City Council January 17, 2011

#### **ISSUE STATEMENT**

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 optional years.

#### **RESOLUTION**

#### **BACKGROUND/HISTORY**

City Staff solicited proposals to provide residential refuse service for the City of Darien when the existing contract expires on March 31, 2011. Four companies provided proposals: Allied Waste, DisposAll Waste, Veolia Environmental Services and Waste Management. Of the four companies that submitted proposals, all submitted bids for the current volume based sticker program and three companies provided alternate proposals for other conceptual programs.

We received several extremely attractive proposals that provide excellent service options. Neighboring community Downers Grove has a sticker price of \$3.08 currently for a volume based option and a Willowbrook resident pays \$18.06 for a 65 gallon tote. Both of these prices are higher than proposals received by the City of Darien. This shows the City of Darien received extremely competitive pricing from the vendors.

The proposals provide two credible options: switching companies to Veolia to continue a similar program that we currently offer or to change companies to DisposAll to go directly to a base and tip fee with totes.

Of these four proposals, City Staff recommends the following:

- Allied Waste has provided exceptional service to the City of Darien over the life of the previous contract. They have also added free recycling totes for all residents in the subscription tote service. However, Veolia is a reputable company that should also be able to provide residents with a high level of service, and offered a lower price. If the City Council is interested in continuing the volume system then City Staff would **recommend** accepting the proposal from Veolia for the savings it will bring to residents.
- If the City Council is interested in moving to a tote system, City Staff would **recommend** they do it by moving directly to the base and tip fee program offered by DisposAll.

The Administrative/Finance Committee discussed this item at the January 10, 2011 meeting and determined the best course of action would be to continue with the current volume based system.

#### **STAFF/COMMITTEE RECOMMENDATION**

The Administrative Finance Committee recommends approving Veolia Environmental.

# **ALTERNATE CONSIDERATION**

Not approving this resolution or approving a different vendor would be an alternate consideration.

# **DECISION MODE**

This item will be on the January 17, 2011 City Council meeting for formal approval.

# 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 "<u>Exhibit A</u>", which is by this reference expressly incorporated herein.

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

**ILLINOIS**, this 17<sup>th</sup> day of January, 2011.

AYES:

NAYS:

ABSENT:

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

**ILLINOIS**, this 17<sup>th</sup> day of January, 2011.

KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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 onsite 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 semiautomatic 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 wreathes 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 1<sup>st</sup> 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) <u>UNACCEPTABLE MATERIAL</u>: 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) <u>ACCEPTABLE MATERIAL</u>: 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, (1<sup>st</sup> 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 place 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 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  $2^{nd}$  and  $3^{rd}$  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 28<sup>th</sup> of the following month. The report shall include the following information for both single-family and multiple-family residential scavenger service (when provided):

#### <u>REFUSE</u>

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.

#### <u>Disposal</u>

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 <u>Exhibit 1</u> 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 wellexecuted 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. <u>Scope of Work</u>

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. <u>Term of Contract</u>

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 <u>exhibit 1</u>.

# 4. <u>Sticker Refund</u>

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. <u>Assignment</u>

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

# 6. <u>Independent Contractor/Compliance</u>

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. <u>Performance Bond</u>

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. <u>Local Office</u>

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. <u>Collections Units</u>

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. <u>Holidays</u>

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. <u>Schedule and Time of Collections</u>

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. <u>Schedule Adherence</u>

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. <u>Taxes, Licenses and Permits</u>

(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. <u>Insurance – General Requirements</u>

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 named 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. <u>Placement of Containers</u>

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. <u>Replacement Damage</u>

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. <u>Collection Vehicles</u>

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 <u>at all times</u> 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. <u>Employees</u>

- (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. <u>Complaints</u>

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. <u>New Customers</u>

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. <u>Indemnification</u>

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 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 subcontractors.

# 31. <u>Default</u>

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, 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. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

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/100<sup>th</sup> 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/100<sup>th</sup> 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 fie 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. Blank

#### 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 & Coblentz 30 North LaSalle Street Suite 1624 Chicago, Illinois 60602

B. The Contractor at:

# INSERT CONTRACTOR CONTACT BELOW

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

### 36. <u>Amendment</u>

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

## 37. <u>Severability</u>

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. <u>Successors and Assigns</u>

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

## 39. <u>Entirety</u>

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:	

Mayor

(Seal)

ATTEST:

City Clerk

Veolia ES Solid Waste Midwest, LLC, an Illinois corporation, By: \_\_\_\_\_

Date:

ATTEST/WITNESS:

-

## 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	\$2.65	\$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

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
		<i>-</i>
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 <u>EXHIBIT 2</u>

## **CITY OF DARIEN MUNICIPAL FACILITIES**

Darien City Hall 1702 Plainfield Road	1 – 4-Yard Covered Container 2 – 96-Gallon Recycling Totes
Darien, 60561	
Darien Police Facility 1710 Plainfield Road	1 – 4-Yard Covered Container 3 – 96-Gallon Recycling Totes
Darien, 60561	
Darien Public Works Facility 1041 S. Frontage Road seasonal)	1 – 4-Yard Covered Containers 1 – 20 -Yard Landscape Waste
Darien, 60561	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.

## AGENDA MEMO Administrative/Finance Committee Meeting Date: January17th, 2011

## **ISSUE STATEMENT**

Approval of motion accepting proposal for Auditing Services.

## **BACKGROUND/HISTORY**

The staff solicited proposals for auditing services as the current agreement expired with the 09-10 audit. Three proposals that were received are as follows:

<b>FIRM</b>	<u>FYE 11</u>	<u>FYE12</u>	<u>FYE13</u>	<u>FYE14</u>
Sikich 23,350	\$ 21,650	22,200	22,775	
Virchow 26,300	\$ 24,725	25,230	25,750	
Wolf 30,400	\$ 28,200	28,900	29,600	

Our current auditing firm, Sikich, provided the lowest cost proposal. During previous audit discussions the City discussed the pros and cons of switching auditing firms 4 years. Staff considers the cost savings significant enough to continue with Sikich. In addition, Sikich has provided satisfactory service over the last four years.

**The Sikich proposal** is attached and the **proposal summaries for the others** are also attached. Please note that the attached proposals from Virchow and Wolf are slightly higher then the numbers above. These two original proposals were reduced based on the City not submitting for the GFOA audit review/award.

## **STAFF/COMMITTEE RECOMMENDATION**

Administrative /Finance Committee and Staff recommend approval of the 4 year proposal from Sikich for auditing services.

## **ALTERNATE CONSIDERATION**

As directed.

## **DECISION MODE**

This will be placed on the January 17<sup>th</sup>, 2011, City Council meeting for formal consideration.



## PROPOSAL TO PROVIDE PROFESSIONAL AUDITING SERVICES

For the Fiscal Years Ending April 30, 2011 through April 30, 2014

Sikich LLP Certified Public Accountants & Business Advisors 998 Corporate Boulevard Aurora, Illinois 60502 (630) 566-8400 December 10, 2010

Contact(s): Louis G. Karrison, CPA and Daniel A. Berg, CPA

## TABLE OF CONTENTS

## Page(s)

Title Page	1
Table of Contents	2
Transmittal Letter	3-4
Profile of Independent Auditor	5-10
Experience	
Qualifications and Technical Expertise	
Quality Control	
Statement of Independence	
License to Practice in Illinois	
Getting the Most from Your Audit Firm	
Additional Sikich Resources	
Summary of the Firm's Qualifications and Experience	11-13
Partner, Supervisory and Staff Qualifications Similar Engagements with Other Governmental Entities	
Specific Audit Approach	14-18
Audit Standards	
Scope of Services	
Audit Process and Schedule	
Identification of Potential Audit Problems	
Dollar Cost Proposal	19
Proposal Cost Summary	
Exhibits	20
Engagement Team Biographies	
State & Local Government Services	
Firm Profile	
Peer Review – Unmodified Report	

1

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Members of American Institute of Certified Public Accountants

998 Corporate Boulevard • Aurora, IL 60502

December 10, 2010

The Honorable Mayor Members of the City Council City of Darien 1702 Plainfield Road Darien, Illinois 60561

Sikich LLP is pleased to be considered for the appointment as independent auditors for the City of Darien. We believe that our qualifications, experience and expertise are clearly distinguishable as indicated in our proposal on the following pages. Moreover, while our fee for the services required by the City may be higher than that of other proposals, we must stress that any increase in costs can be justified by:

- The quality of our professional staff, as noted by their advanced degrees and their active participation in numerous civic and professional organizations.
- The expertise that we possess in the state and local government industry, as demonstrated by:
  - Our staff's presentations at conferences, seminars and training courses for various state and local government organizations;
  - Our leadership roles in the state CPA Society and the Illinois Government Finance Officers Association on implementing complex new pronouncements; and
  - The fact that we audit five of the eight AAA rated municipalities in the State of Illinois, five of the twelve AAA rated park and recreation districts, and one of only three AAA rated community colleges;
  - Our clients' success in obtaining the coveted Certificate of Achievement for Excellence in Financial Reporting.
- The benefits our clients receive from the audit planning and significant preliminary work we perform so that audit issues may be identified early and resolved on a timely basis.
- The depth of our audit procedures, as depicted in our specific audit approach and as noted by our government clients.
- The quality and timeliness of the information that we can provide to the City.
- The experience we have providing professional services to more than 350 units of local government in Illinois annually; which assists us in identifying best practices in the industry that we share with our clients (more than forty percent of our practice is devoted to serving local governmental entities).

Our Firm's expertise will enable the City to correctly and cost effectively implement new statements and interpretations issued by the Governmental Accounting Standards Board. We believe this proposal demonstrates our capabilities to serve not only as independent auditors, but also as valued advisors and consultants to the City, the Mayor, the City Council, and management.

Our audit team is tailored to each client's specific needs drawing staff from our state and local government team. We emphasize:

- Consistency and quality of staffing in multi-year engagements, including assigning staff from our state and local government team who focus on providing services to the local government industry year round and assigning staff who are familiar with MIP Fund Accounting System used by the City;
- A high degree of efficiency using the latest paperless audit technology available (including the use of IDEA data extraction and analysis software);
- The identification of opportunities for improved financial or procedural performance; and
- A focus on areas that present the greatest audit risk.

We have received the Request for Proposal (RFP) and are prepared to commit the resources necessary to provide services of the highest quality to the City of Darien. We will not only perform the audit, but we will also provide governmental accounting and financial reporting expertise and technical assistance throughout the year. We understand the scope of work to be performed and the timing requirements as specified in the RFP and are committed to performing the specified services within the stipulated timeframe.

We appreciate the opportunity to present this proposal, which is a firm and irrevocable offer for sixty (60) days, and look forward to the possibility of serving the City.

Sincerely, Sikich LLP

Louis G. Karrison, CPA Partner

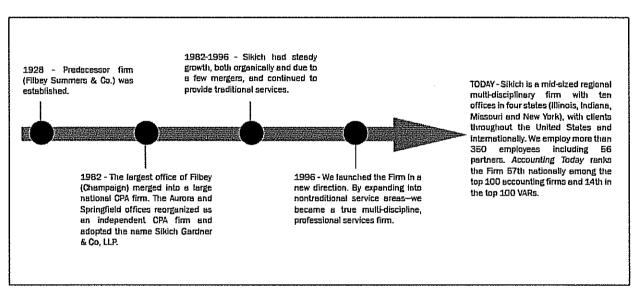
Sincerely, Sikich LLP

Daniel A. Berg, CPA

## **PROFILE OF INDEPENDENT AUDITOR**

#### Experience

The Firm of Sikich LLP traces its foundation to a predecessor firm founded in 1928. Today we are one of the fastest growing regional firms in the Midwest with seven offices in Illinois located in Aurora, Buffalo Grove, Chicago, Decatur, Naperville, Rockford, and Springfield and offices in Indianapolis, Indiana; New York, New York; and St. Louis, Missouri. We have been recognized as one of Chicago's 101 Best and Brightest Companies to Work For, (Recognition: 2010, 2009, 2008, 2007, and 2006). In addition, *Crain's Chicago Business 2010 Book of Lists* ranks Sikich as Chicago's 11<sup>th</sup> largest Accounting Firm and *Accounting Today Top 100 Firms*, 2010 ranks Sikich 57<sup>th</sup> nationally.



Through these offices, we provide a wide spectrum of services including audit, tax, accounting, and management consulting services. In addition, through various other service areas of Sikich, we provide information technology products and services, investment banking, human resource services, employee benefit plan services, marketing and design services, retirement plan services, and wealth management.

Client service needs are met promptly and professionally by our unique team philosophy, which allows each client to work with a team of specialists that focus on providing these services to a specific industry. Government and non-profit organizations, manufacturing and distribution, construction, and professional service firms are some of the more significant industries served by these teams.

#### © 2010 Sikich LLP

Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA and SIPC. Sikich Corporate Finance LLC is a wholly-owned subsidiary of Sikich LLP. Advisory services offered through Sikich Financial, a Registered Investment Advisor. Securities offered through Triad Advisors, Member FINRA/SIPC.

#### **Qualifications and Technical Expertise**

Sikich has an established reputation as one of the leading providers of professional services in the Midwest to governmental entities. Our team of professionals specialize in the management, operations, and financing of general purpose state and local governments, park districts, intergovernmental organizations, and special districts. This focus and our exemplary reputation assures the City of Darien the highest quality work and the most cost effective delivery of services. Sikich's state and local government team provides services to more than 350 counties, cities, villages, towns and other Illinois governments, including the second, fifth and eighth largest cities and the second and third largest park districts. Many of these have been long-standing clients and are evidence of our dedication to the state and local government industry and our ability to provide high quality, timely services within this specialized industry. These clients and related work have enabled our Firm to develop an extensive nationally recognized expertise in governmental accounting, auditing and financial reporting procedures and practices.

Senior members of our government services team presently hold memberships and are actively involved in numerous governmental organizations, including:

- Government Finance Officers Association of the United States and Canada (GFOA)
- Illinois Government Finance Officers Association (IGFOA)
- International City/County Manager's Association (ICMA)
- Illinois Municipal Treasurers Association (IMTA)
- Illinois Association of Park Districts (IAPD)
- Illinois Parks and Recreation Association (IPRA)
- American Institute of Certified Public Accountants (AICPA)
- Illinois CPA Society (ICPAS)
- AICPA Government Audit Quality Center
- GFOA Special Review Committee (SRC)
- IGFOA Technical Accounting Review Committee
- ICPAS Governmental Report Review Committees
- National Association of College and University Business Officers (NACUBO)
- Central Association of College and University Business Officers (CACUBO)

Moreover, members of the Sikich government services team have served as expert speakers to these organizations, state GFOAs and others for formal presentations at local meetings and annual conferences on a variety of governmental accounting, auditing and financial reporting topics. Finally, we have also developed governmental accounting, auditing and financial reporting training courses for various organizations with members of our Firm serving as lead instructors for the courses. The Illinois Government Finance Officers Association annually sponsors Basic, Intermediate and Advanced Governmental Accounting and Financial Reporting seminars that are developed and instructed by Sikich staff members. Moreover, our staff assisted IGFOA in developing responses to due process documents and in testifying before the Governmental Accounting Standards Board (GASB). In addition, we provide complimentary training seminars for our clients on a variety of accounting, financial reporting, and technology topics.

#### **Quality Control**

The City of Darien can be assured of receiving the highest level of quality and ethical professional services. Quality control is so important to us that our Firm has been a member of the Private Companies Practice Section (PCPS) of the Division for CPA Firms of the AICPA since our formation in 1982. As such, we have voluntarily submitted our audit and accounting practice to quality control reviews of our compliance with professional standards as established by the AICPA and, more recently, by the United States Government Accountability Office (GAO), for more than twenty-five years. In 2008 we received our seventh consecutive peer review unmodified report, without a letter of comments. This is the highest level of recognition conferred upon a public accounting firm for its quality control systems. Also, we go beyond the external reviews and maintain strong internal reviews of procedures and processes with oversight by our Quality Assurance Committee and our Director of Quality Assurance. Please refer to the Exhibits section for a copy of our most recent peer review which included a review of specific government engagements since this accounts for a significant segment of our practice.

In addition, our state and local government reports have been reviewed by numerous federal and state oversight bodies and professional organizations. These reports have been judged to meet and, in most instances, exceed industry standards and requirements. Sikich is a member of the AICPA Governmental Audit Quality Center (GAQC), which is a firm-based voluntary membership center designed to promote the importance of quality governmental audits and the value of these audits to purchasers of government audit services.

#### **Statement of Independence**

Sikich has evaluated its independence from the City of Darien and its component units in accordance with generally accepted auditing standards, the Governmental Auditing Standards, 2007 revision, published by the U.S. Government Accountability Office, and the AICPA Code of Professional Conduct. Based upon our evaluation, Sikich is free of any personal and external impairment with respect to the City of Darien and its component units, and is independent with respect to any non-attest services provided to the City of Darien and its component units, both in fact and in appearance to any knowledgeable third party.

### **License to Practice in Illinois**

The Firm of Sikich LLP is a licensed Public Accountant Limited Liability Partnership in Illinois (license #66003284). All of the partners and managers assigned to the engagement are registered and licensed Certified Public Accountants (CPAs) in Illinois. In addition, all of the professional staff assigned to the engagement are full-time staff and are either registered Certified Public Accountants or are completing the exam.

#### Getting the Most from Your Audit Firm

Sikich goes beyond providing traditional accounting, auditing and tax services. While this proposal addresses the specifics of the audit engagement, Sikich offers the City of Darien additional value as part of our service. Beyond providing access to senior resources when issues arise, we commit to keeping you apprised of all matters affecting the City of Darien, such as new accounting pronouncements, employee benefit regulations, and other issues relevant to the government industry. We will keep you informed of these matters as they arise and take a proactive role to avoid last minute crises. We accomplish this goal by anticipating your needs based on our experience with you and your industry and using a variety of communication channels: timely responses to your questions; informal discussions; mailings on topics of interest to you; and relevant seminars, all of which are complimentary for our clients.

Recent Sikich seminar topics include:

- Governmental Accounting and Financial Reporting Update
- Implementing Government Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions
- Demystifying Financial Ratios
- IDFPR Presentation on the New Pension Reporting Format
- Payroll for Government Entities
- Employee Handbook Workshop
- HR Benchmarking Seminar

### **Additional Sikich Resources**

Sikich is a full service CPA Firm with various service areas providing a wide array of business and financial services for our clients. These services include:

- Accounting
- Auditing
- Tax services
- Employee benefit plan consulting and audits
- Technology selection/production and implementation
- Network installation and administration
- Human resource consulting and outsourcing
- Local government management services
- Marketing and design services
- Investment management services for individuals and pension plans
- Police and fire pension fund accounting and financial reporting services

Through these service areas, management advisory services in various specialized areas are available should the need for such assistance arise. Our additional services engagements are directed by partners, principals and other professionals who have experience in management consulting and in the specific areas we are requested to review. Independence standards may preclude us from performing some additional services for the City and we would need to review the standards and the types of services with the City before proposing on any additional engagements.

Our governmental clients often require services in special areas such as:

- Budget development
- Trend monitoring and forecasting
- Rate settings
- Bond issuances and refundings
- Escrow verifications
- Cash management
- Employee benefits
- EDP applications
- Accounting policies and procedures documents
- Staff training
- Temporary staffing
- Insurance and risk management analysis
- Personnel policy development and implementation

We have a proven track record of assisting our governmental clients in these as well as other specialized areas. Areas that may be of interest to the City of Darien are technology; human resource consulting and employee benefits services; and local government management services.

#### **Technology**

Agencies at every level of government are being asked to do more with less-and to provide detailed, timely information about how every public dollar is spent. Constituent service and accountability have become popular catch phrases, but enhancing services and ensuring fiscal responsibility can be extremely challenging. Every day, Microsoft products and solutions are being used by government agencies to help do just that. Sikich works closely with our government clients to provide integrated, flexible, and affordable tools that help government agencies reduce service and delivery costs, improve operating efficiency, and satisfy citizen demands. Sikich works closely with government agencies to understand the challenges they face and offer effective solutions for the complex needs of this industry. Our solutions are helping transform government effectiveness, efficiency, and accountability by giving you greater access to financial information and tighter control over spending priorities. Sikich provides governmental entities access to the best in government-focused financial and technology solutions. As technology constantly changes, so does the opportunity for you to increase the efficiencies of your governmental operations and services. Sikich is dedicated to improving your technology infrastructure by balancing your needs and resources to implement the most-suitable, cost-effective network solution.

## Human Resource Consulting and Employee Benefits Services

Sikich helps clients meet the challenges of an ever-changing business environment, freeing them from the complexities of recruitment, employee retention, and compliance issues. Sikich partners with our clients to provide customized human resource services that meet their needs. Drawing from our experience in human resource management, Sikich's consulting staff is able to provide everything from a human resource compliance review to performance management to compensation reward systems. With Sikich's expertise and industry knowledge, we offer clients a winning combination of innovative human resource solutions.

Employee benefits continue to be one of the most important ways to attract and retain valued employees. Creating a plan that balances the goals of both the organization and the employees requires thorough analysis and review, as well as a great deal of time. No matter what the size of your organization, Sikich combines strategic planning, creative benefit design, and financial management to develop a unique package that will provide the best benefits at the lowest possible cost. Our services encompass total plan design, government and regulatory compliance, employee education, specialty compensation packages, cafeteria plans, and plan administration and auditing.

### Performance-Based Strategic Planning

In an environment where there is increasing pressure for governments to be more efficient, effective, and transparent, strategic planning allows an organization to engage stakeholders, focus on its mission, and logically establish short and long-term goals. Our approach, performance-based strategic planning, guides the organization toward its most productive activities and focuses on an institutionalized process. The strategic planning process is a true transition, where Sikich facilitates governments in:

- Developing ideals about what they aspire to;
- Transforming ideals into ideas to meet goals;
- Converting ideas into specific, actionable items; and
- Constructing performance measures.

We ensure the results of strategic planning meet client expectations by filtering goals, objectives and/or strategies with the organization's internal capacity and available resources. The process of performance-based strategic planning has proven to assist governments in fulfilling the ideals of their community and accomplishing goals through measurable, reportable actions.

#### Process Improvement

Processes truly define organizations, but are often forgotten when seeking root causes to problems or managing more efficient and effective services. Improvements to existing processes - ranging from development review to utility billing - have the potential to decrease cycle time, increase quality, and result in higher customer satisfaction. Sikich employs a customer-centric approach to process improvement by involving internal and external customers to understand and make meaningful improvements while continuing to meet their needs.

## SUMMARY OF THE FIRM'S QUALIFICATIONS AND EXPERIENCE

## Partner, Supervisory and Staff Qualifications

Sikich currently has fifty-six partners and more than three hundred and fifty professional staff. Eight of these partners and more than fifty professional staff are devoted extensively to the Firm's local government services CPA team. We would staff the City of Darien engagement with professional staff from this industry team in our Aurora office. All work, including audit documentation and report reviews, will be conducted from this office. These staff, all of whom meet or exceed the continuing professional education (CPE) requirements contained in the U.S. Government Accountability Office's, *Government Auditing Standards* (2007) would include:

#### Louis G. Karrison, CPA – Engagement Partner

As engagement partner, Mr. Karrison will be responsible for the overall management of the audit. This includes developing and coordinating the overall audit plan, the in-depth review of all workpapers and the review of the City's annual financial report (AFR). Moreover, our Firm's philosophy is to have the team leader on location during the completion of the majority of fieldwork. Therefore, Mr. Karrison will be present at the City's offices during both our preliminary and final fieldwork. Mr. Karrison has more than thirty years experience in the state and local governmental industry, including performing more than nine hundred audits of municipalities and other local governmental units. Those audits include the Villages of Arlington Heights, Downers Grove, Skokie, Hinsdale, and Addison, the City of Oak Forest, and the Forest Preserve Districts of DuPage and Kane Counties. Mr. Karrison, a licensed certified public accountant and member of the GFOA Special Review Committee, is a graduate of the University of Illinois with a degree in Accounting.

### Daniel A. Berg, CPA – Resource Partner

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner. Mr. Berg has more than twenty-five years of experience in the state and local government industry, including performing more than eight hundred and fifty audits of municipalities and other local governmental units since 1982. Mr. Berg has served as the partner for the audits of the Cities of Berwyn, Elmhurst and Warrenville, the Villages of Palatine, Glenview, Deerfield, La Grange, Oak Park, Plainfield and Shorewood, and the Arlington Heights, Wheeling, and Wheaton Park Districts. Mr. Berg, a licensed certified public accountant, is a graduate of Benedictine University with a degree in accounting.

### Frederick G. Lantz, CPA – Resource Partner

The resource partner is responsible for providing overall technical support for the engagement as well as serving as a backup for the engagement partner. Mr. Lantz has more than twenty-five years of experience in the state and local government industry and is a nationally recognized expert in the industry. Mr. Lantz, a licensed certified public accountant, is a graduate of Northern Illinois University with a degree in accounting

## Brian D. LeFevre, CPA – Quality Control Partner

The quality control partner will provide our second partner review of the audit workpapers and the City's AFR. Mr. LeFevre has more than seventeen years of experience auditing governmental entities, including serving as partner for the audits of DeKalb County, the Cities of DeKalb, Naperville and Wheaton, the Villages of Carol Stream, East Dundee, Lake in the Hills, Palos Park and Hoffman Estates and the preparation of numerous reports for submission to GFOA's Certificate of Achievement Program. Mr. LeFevre, a licensed certified public accountant, is a graduate of Valparaiso University with a degree in accounting and Northern Illinois University with a Masters in Business Administration.

#### Janet M. Matthys, CPA - Senior Manager

As engagement manager, Ms. Matthys is responsible for the day-to-day execution of the audit engagement. Ms. Matthys has more than twenty years of experience auditing governmental entities, including serving as manager for the audits of the Villages of Arlington Heights, Oak Park, Palos Park, Downers Grove, Morton Grove, Skokie, Gilberts and Palatine; the City of Berwyn, the Westmont Park District, Forest Preserve District of DuPage County, Forest Preserve District of Kane County, Oakton Community College, McHenry County College, Rock Valley College and the preparation of numerous reports for submission to GFOA's Certificate of Achievement Program. Ms. Matthys, a certified public accountant, is a graduate of Illinois State University with a degree in Accounting.

### James R. Savio, CPA – Senior Manager

As engagement manager, Mr. Savio is responsible for the day-to-day execution of the audit programs. Mr. Savio has twelve years of experience auditing governmental entities, including serving as in-charge for the audits of the Cities of Aurora, Elgin, St. Charles and West Chicago and the Villages of Carol Stream, Clarendon Hills, Flossmoor and Buffalo Grove Village, including preparation of the first ever CAFR for the Cities of Aurora and West Chicago that were awarded a Certificate of Achievement for Excellence in Financial Reporting on their first submission. Mr. Savio, a certified public accountant, is a graduate of Northern Illinois University with an undergraduate degree in Accounting and a Masters degree in Accounting.

### Matthew C. Pehle, CPA – Manager

As a manager, Mr. Pehle is responsible for the day to day execution of the audit programs. Mr. Pehle has more than eight years of experience auditing governmental entities, including serving as manager for the audits of the City of Des Plaines, the Villages of Riverside, Huntley, LaGrange and Addison, Aurora Township, Fox Valley Park District and Elgin Community College, as well as the preparation of numerous reports for submission to GFOA's Certificate of Achievement Program. Mr. Pehle, a licensed certified public accountant, is a graduate of Augustana College with an undergraduate degree in Accounting.

#### Caroline A. Dittman, CPA – Manager

As a manager Ms. Dittman is responsible for managing the day-to-day execution of the audit programs. Ms. Dittman has ten years of experience auditing governmental entities, including serving as manager on DeKalb County, the Cities of DeKalb, Sandwich and Wheaton, the Villages of Carol Stream, Deerfield, Hoffman Estates, Montgomery, Oswego, Shorewood and Willowbrook. Ms. Dittman, a licensed certified public accountant, is a graduate of Benedictine University with a degree in accounting.

#### **Additional Professional Staff**

Other professional staff assigned to the engagement will be full-time employees of the Firm and have a minimum of one to three years of auditing experience. In addition, all professional staff assigned to government engagements meet and usually exceed the CPE requirements contained in the U.S. Government Accountability Office, *Government Auditing Standards* (2007). Moreover, our government staff possesses a specific knowledge of local government accounting and reporting requirements and their application for Illinois governments. This is achieved by attending at least forty hours per year of a combination of external courses sponsored by the AICPA, ICPAS, GFOA and IGFOA as well as internal courses.

This enables our firm to staff our governmental engagements with qualified professionals in the industry, providing valuable services to our governmental clients during the audit and throughout the year. We can assure the City that our professional staff would not need any "on the job accounting or financial reporting training" by the City's staff. Moreover, we can assure the City of the quality of staffing for a multi-year engagement, even if a change in personnel is required, subject to the approval of the City.

### Similar Engagements with Other Governmental Entities

Following is a list of significant engagements performed last year which are similar to the engagement proposed for the City of Darien.

#### Name

<sup>\*</sup>Village of Addison One Friendship Plaza Addison, Illinois

<sup>\*</sup>Village of Arlington Heights 33 South Arlington Heights Road Arlington Heights, Illinois

<sup>\*</sup>Village of Skokie 5127 Oakton Street Skokie, Illinois

\*City of Elmhurst 209 North York Street Elmhurst, Illinois

<sup>\*</sup>Village of Burr Ridge 7660 South County Line Road Burr Ridge, Illinois

<sup>\*</sup>Village of Clarendon Hills 1 North Prospect Avenue Clarendon Hills, Illinois Contact

Ms. Roseanne Benson Finance Director (630) 693-7561

Mr. Thomas Kuehne Finance Director (630) 368-5000

Mr. Robert Nowak Director of Finance (847) 673-0500

Ms. Marilyn Gaston Director of Finance & Administration (630) 530-3105

Mr. Jerry Sapp Finance Director (630) 654-8181

Ms. Peg Hartnett Finance Director (630) 323-3500

<sup>\*</sup>These governments participate in GFOA's Certificate of Achievement for Excellence in Financial Reporting Program (we assisted eight governments in receiving their first Certificate awarded). Sikich has more than fifty (50) clients who have applied for and received the Certificate of Achievement for Excellence in Financial Reporting.

## SPECIFIC AUDIT APPROACH

#### **Audit Standards**

The objective of our audit is to issue an unqualified opinion on the City's governmental activities, business-type activities, each major fund and the aggregate remaining fund information that collectively comprise the City's basic financial statements. The audit will be conducted in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants. Our Firm will issue an opinion on the basic financial statements with in-relation-to coverage on the combining and individual fund financial statements and schedules and on any supplementary information. In addition, we will apply certain limited procedures to the Required Supplementary Information. However, we will not audit the introductory section of the AFR, and accordingly, will not express an opinion on the information contained in that section.

#### **Scope of Services**

We are proposing to provide the following services to the City as specified in the RFP:

- Audit of all funds of the City for the fiscal year ending April 30, 2011.
- Preparation of twenty (20) hard copies and one (1) electronic copy (.pdf) of the annual financial report (introductory section and MD&A to be provided by the City);
- Preparation of fifteen (15) copies of the management letter for the City, communicating any material weaknesses and significant deficiencies found during the audit and our recommendations for improvement;
- Preparation of two (2) hard copies and one (1) electronic copy of the Annual Financial Report (AFR) filed with the County Clerk and State Comptroller;
- Retain workpapers for five (5) years in accordance with Firm standards;
- Reporting to the Board of Trustees in accordance with Statement on Auditing Standards (SAS) No. 114, *Communications with Those Charged with Governance*; and
- Exit conference(s) with City Officials to present the completed audit and related materials.

Audit Process	and	Schedule
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Event	Timeframe	Person(s) Assigned
<b>I. Preliminary Planning</b> During this phase of the audit, we would meet with representatives of the City to discuss the approach to be taken during the audit focusing on areas of particular concern to the City as well as areas of high audit risk, and develop the time schedule for completing the subsequent phases of the audit.	February 2011	The meeting would be attended by the engagement partner and engagement manager, if necessary.
<ul> <li>II. Preliminary Fieldwork</li> <li>During this phase of the audit, we would develop an understanding and documentation of the City's accounting and administrative controls using the City's accounting procedures manual, EDP documentation and by interviewing staff of the City. In addition, we may perform compliance testing of those controls to determine which controls, if any, that we could rely on during later phases of the audit. Sample sizes would be determined during this phase, but generally would be between 25 and 60. Moreover, we would develop our planning materiality on an individual fund basis and complete a preliminary analytical review of the City's financial position as a whole.</li> <li>In addition, we would review all minutes from the meetings of the City Council and the Pension Boards; review all ordinances adopted by the City during the year; review any other unique transactions entered into by the City; and perform our fraud interviews in accordance with Statement on Auditing Standards (SAS) No. 99. Upon completion of this phase, we would finalize all necessary confirmations the City will prepare; review all proposed client assisted work papers and the timing of preparation by the City; develop our audit programs for the next phase of the audit and review and document any changes to the City's AFR; and prepare the schedule for the remainder of the audit.</li> </ul>	March, April 2011	This phase would be completed by the engagement partner, engagement manager and one professional staff.

Event	Timeframe	Person(s) Assigned
<b>III. Fieldwork</b> During this phase of the audit, we would complete all of our substantive testing of the account balances and prepare the draft of the City's financial statements with a rough draft of the financial statements provided to the City at the conclusion of field work. We would also prepare the draft of the management report. In addition, an exit conference would be held with officials from the City to discuss the preliminary results of the fieldwork, review any proposed audit adjustments, final adjusted trial balances that agree to the financial statements and any significant findings.	June, July 2011	This phase would be completed by the engagement partner, engagement manager and one to two professional staff.
<b>IV. Workpaper review and report production</b> During this phase of the audit, the workpapers, drafts of all financial reports and the management letter will be reviewed by the resource partner and the quality control partner. All workpapers are reviewed by the engagement partner during phase III to ensure that all necessary information is compiled during this phase to avoid imposing upon the City's staff after fieldwork has been completed.	July, August 2011	This phase would be completed by the engagement partner, resource partner and the quality control partner.
<b>V. Drafts to the City</b> We will deliver a preliminary draft of the AFR at the end of fieldwork. A revised draft will be delivered by the engagement partner and reviewed in-depth with representatives of the City within three weeks of the preliminary draft. A revised draft, if necessary, will be delivered to the City no later than three business days after receiving all proposed changes.	No later than August 31, 2011	This phase would be completed by the engagement partner.
<b>VI. Completion of the audit</b> Upon approval of the drafts by the City, we will present the signed, bound copies of the annual financial report, the management letter and the additional reports described in this proposal. The engagement partner will be available for meetings with representatives of the City including the Mayor, the City Council and management for formal presentations of the reports.	No later than October 12, 2011	This phase would be completed by the engagement partner.

Event	Timeframe_	Person(s) Assigned
VII. Support to the City Our Firm does not believe that the engagement ends with the exit conference. We stress that we are available throughout the year to provide technical accounting and financial reporting assistance and support to the City. In addition, we constantly monitor recent events in the state and local government industry, including new pronouncements that may impact our government clients, and communicate the effect of any proposed changes throughout the year. Moreover, our letter of recommendations each year will alert the City to any new pronouncements that may become effective in the next one to three years, including the potential effect that the pronouncement may have on the financial position and/or changes in the financial position of the City.	Continuous	This phase would be completed by the engagement partner.

In future years, we would develop a similar plan and timeframe with the assistance of the City to ensure the timely identification and resolution of any critical accounting and auditing issues prior to the issuance of our opinion and the comprehensive annual financial report. These completion dates are well within the deadlines established by the City. We have a proven track record of meeting and exceeding deadlines established by our clients.

## **Identification of Potential Audit Problems**

Our Firm's approach to resolving any problems that arise during the audit is the same as our overall approach to the audit, professionalism. Professionalism in performing the audit is the cornerstone to our philosophy during all phases of the audit. Any problems encountered during the audit, except for irregularities and illegal acts, will be discussed and documented with the Director of Finance. The timing of this discussion will provide the City with ample time to rectify any situations that may otherwise result in the issuance of a qualified audit opinion. Irregularities and illegal acts detected or of which we become aware of will be communicated in writing to the Mayor, City Administrator or the appropriate level as defined in our professional standards.

Our Firm's philosophy on additional fees and/or billings is based on an understanding between the Firm and the client of the scope of the work to be performed. We have proposed a "not-toexceed fee" for the audit, the scope and timing of which was specified by the City. The billings for the audit would not exceed this fee unless the City specifically requests that the scope of the engagement be expanded and the City and the Firm reach a mutual agreement, in writing, as to the expanded scope of the engagement and the fee, if any, for the expanded scope.

## DOLLAR COST PROPOSAL

#### **Proposal Cost Summary**

	 2011	2012	2013	2014
AFR, Management Letter and Annual Financial Report (AFR)	\$ 21,650	\$ 22,200	\$ 22,775	\$ 23,350

These fees assume that the City will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances. These fees do not include the cost to implement any new GASB pronouncements during the duration of the proposal.

We invoice our clients on a monthly basis as services are provided. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12% annually).

## **EXHIBITS**

## **Engagement Team Biographies**

- Louis G. Karrison, CPA
- Daniel A. Berg, CPA
- Frederick G. Lantz, CPA
- Brian D. LeFevre, CPA, MBA
- Janet M. Matthys, CPA
- James R. Savio, CPA
- Matthew C. Pehle, CPA
- Caroline A. Dittman, CPA

State & Local Government Services

Firm Profile

Peer Review - Unmodified Report

## Louis G. Kandison, CPA

#### Partner



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#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting Cable Television Compliance

#### EXPERIENCE

Louis G. Karrison, CPA, is a partner on Sikich's governmental services team. He provides clients a variety of technical services including accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, cash and debt management, and cable television franchise agreed-upon procedures regarding franchise fee compliance and rate regulation. Lou has participated in more than 900 audits of municipalities and other governmental units. He is active in the Illinois Government Finance Officers Association (IGFOA) and the National Association of Telecommunications Officers and Advisors (NATOA) serving in a variety of leadership positions. Lou has taught governmental accounting at the university level and is a frequent speaker on issues relating to governmental financial reporting and cable television compliance.

#### **EDUCATION**

Bachelor of Science Degree in Accounting, University of Illinois

#### **AFFILIATIONS**

American Institute of Certified Public Accountants (AICPA) National Association of Telecommunications Officers and Advisors (NATOA) Illinois NATOA Government Finance Officers Association (GFOA) GFOA Special Review Committee Illinois Government Finance Officers Association (IGFOA) IGFOA Technical Accounting Review Committee Illinois CPA Society (ICPAS)

## Damal A., Beng, GPA

#### Partner



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#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### EXPERIENCE

Daniel A. Berg, CPA, is a partner in the Aurora office. With more than 25 years experience in public accounting, Dan concentrates on serving Sikich's governmental clients in all areas of accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, cash and debt management, and cable television franchise agreed-upon procedures. Dan has participated in more than 850 audits of municipalities and other governmental units since 1982. He has developed training materials and served as lead instructor for governmental accounting, auditing and financial reporting training courses for internal accounting staff and external audiences.

#### **EDUCATION**

Bachelor's Degree in Accounting, Benedictine University

#### **AFFILIATIONS**

Illinois CPA Society (ICPAS) Government Finance Officers Association (GFOA) GFOA Special Review Committee Illinois Government Finance Officers Association (IGFOA) Illinois Association of Park Districts (IAPD) National Association of College and University Business Officers (NACUBO) Central Association of College and University Business Officers (CACUBO)

## Breetenick G. Lamiz, CPA

#### Partner-in-Charge, Government Services



998 Corporate Blvd. Aurora, IL 60502 Phone: 630.566.8557 Fax: 630.499.7557 flantz@sikich.com

#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### EXPERIENCE

Frederick G. Lantz, CPA, is responsible for providing technical services to Sikich's clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. Prior to joining Sikich, Fred was the assistant director for the Technical Services Center of the Government Finance Officers Association of the United States and Canada (GFOA), where he was a nationally recognized expert in the state and local government industry. At GFOA, Fred was responsible for managing the Certificate of Achievement for Excellence in Financial Reporting Program, providing accounting, auditing, and financial reporting assistance to state and local government officials and their auditors, and serving as a lialson to the Governmental Accounting Standards Board. Fred also developed courses and served as lead instructor for governmental accounting, auditing, auditing, and financial reporting training courses. He is a nationally recognized speaker, having spoken at state GFOA and CPA Society meetings and conferences.

#### **EDUCATION**

Bachelor of Science Degree in Accounting, Northern Illinois University Graduate of Advanced Government Finance Institute, University of Wisconsin-Madison

#### **AFFILIATIONS**

American Institute of Certified Public Accountants (AICPA) Illinois CPA Society (ICPAS) Government Finance Officers Association (GFOA) Illinois Government Finance Officers Association (IGFOA), 2004-2006 Executive Board of Directors National Association of College and University Business Officers (NACUBO) Central Association of College and University Business Officers (CACUBO)

**GFOA Special Review Committee** 

**IGFOA Technical Accounting Review Committee** 

#### ARTICLES

"Analysts Warns About Foreclosures," Chicago Tribune, April, 2007 "Illinois Eyeing Supreme Court Case on State Tax Breaks," Crain's Chicago Business, March, 2006

## Britan D. Lefevire, CPA, MBA

Partner



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#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting Police and Fire Pension Accounting Services

#### **EXPERIENCE**

Brian D. LeFevre, CPA, MBA, is responsible for providing technical services to Sikich's governmental clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting and cash and debt management. Brian has participated in hundreds of audits of municipalities and other governmental units since he began his career with Sikich in 1993. He has also been responsible in developing and serving as lead instructor for governmental accounting, auditing and financial reporting training courses internally for the firm and for the Illinois Government Finance Officers Association (IGFOA). Brian serves as Chair of the GAAP Basis Subcommittee of the Government Report Review Committee of the Illinois CPA Society.

#### EDUCATION

Bachelor of Science Degree In Accounting, Valparaiso University Master of Business Administration, Northern Illinois University

#### **AFFILIATIONS**

American Institute of Certified Public Accountants (AICPA) Illinois CPA Society (ICPAS) Chairman, Governmental Report Review Committee Illinois Government Finance Officers Association (IGFOA) Illinois CPA Society Government Report Review Committee, GAAP Basis Chairperson GFOA Special Review Committee Aurora Downtown Kiwanis Club, Former Treasurer and Board Member Greater Aurora Chamber of Commerce Leadership Academy, Class of 1996 Lord of Life Church, Former Executive Director and Treasurer

## Jamei Avi. Aviantititys, CPA

Senior Manager



998 Corporate Blvd. Aurora, IL 60502 Phone: 630.566.8522 Fax: 630.236.4496 jmatthys@sikich.com

#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### **EXPERIENCE**

Janet M. Matthys, CPA, is a senior manager on Sikich's government team. Janet is responsible for providing technical services to clients in all areas of governmental accounting, auditing, financial reporting, budget development, revenue and expenditure forecasting, and cash and debt management. She has participated in audits of municipalities and other governmental units since 1982. Janet has also served as an instructor for the Illinois CPA Society Government Report Review Course, Illinois Government Finance Officers Association and the Illinois Municipal Treasurer's Association, as well as being a guest lecturer at the Northern Illinois University Masters of Accounting program, and firm training courses in governmental auditing and accounting.

#### EDUCATION

Bachelor's of Science Degree in Accounting, Illinois State University

#### **AFFILIATIONS**

American Institute of Certified Public Accountants (AICPA) Illinois CPA Society (ICPAS) Illinois Government Finance Officers Association (IGFOA) Government Finance Officers Association (GFOA) Central Association of College and University Business Officers (CACUBO) ICPAS Government Report Review Committee GFOA Special Review Committee

## Jamies R. Sawios, CPA

### Senior Manager



998 Corporate Blvd. Aurora, IL 60502 Phone: 630.566.8516 Fax: 630.499.5656 jsavio@sikich.com

#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### **EXPERIENCE**

James R. Savio, CPA, is a manager at Sikich. Jim provides audit and consulting services for a variety of municipalities and other government units.

#### **EDUCATION**

Bachelor's Degree in Accounting, Northern Illinois University Master of Accounting Sciences, Northern Illinois University

#### AFFILIATIONS

American Institute of Certified Public Accountants (AICPA) Illinois CPA Society (ICPAS) Illinois Government Finance Officers Association (IGFOA) Aurora Foundation Scholarship Program Committee Greater Aurora Chamber of Commerce Leadership Academy, Class of 1998 Off the Ground Dance Troupe Annual Fundraiser, Past Co-Chairman

## Mainhew C. Puble, CPA

#### Manager



998 Corporate Blvd. Aurora, IL 60502 Phone: 630.566.8536 Fax: 630.375.8803 mpehle@sikich.com

#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### EXPERIENCE

Matthew C. Pehle, CPA, is a manager on Sikich's government team. He has more than eight years of experience in the government industry. Matt provides audit and accounting services for a variety of municipalities, park districts, community colleges and other special districts. Matt provides monthly and year-end accounting services to several entities and has assisted entities in the implementation of significant GASB pronouncements. He is a member of Sikich's technology Power Users Group, serves as a mentor on Sikich's mentoring program and assists in the development and implementation of Sikich's new hire training program.

#### EDUCATION

Bachelor's Degree in Accounting, Augustana College, Summa Cum Laude

#### **AFFILIATIONS**

American Institute of Certified Public Accountants (AICPA) Illinois CPA Society (ICPAS) Illinois Government Finance Officers Association (IGFOA)

## Canoline A. Diliman, CPA

#### Manager



998 Corporate Blvd. Aurora, IL 60502 Phone: 630.566.8513 Fax: 630.499.7733 cdittman@sikich.com

#### SERVICE AREAS

Governmental Audit, Accounting Governmental Financial Reporting

#### EXPERIENCE

Caroline A. Dittman, CPA, is a manager on Sikich's government team. She has 11 years of experience providing auditing and accounting services to a variety of municipalities, park districts and other special districts. She has served as interim assistant finance director for a municipality and oversees the performance of monthly accounting and special projects for a diverse group of governmental entities. Caroline is responsible for managing the government team's preparation and filing of its clients' Annual Financial Report for the Illinois Comptroller's Office and Police and Fire Pension annual filings with the Illinois Department of Financial and Professional Regulation, Division of Insurance. She serves as a mentor in Sikich's mentoring program, an Instructor in various in-house courses, and assists in new staff training and development.

#### **EDUCATION**

Bachelor's Degree in Accounting, Benedictine University, Summa Cum Laude

#### **AFFILIATIONS**

IIIInois CPA Society (ICPAS) IIIInois Government Finance Officers Association (IGFOA) IIIInois CPA Society Youth Advisory Board, Past Committee Member Farm Colony Homeowners Association, Past Treasurer Greater Aurora Chamber of Commerce Leadership Academy, Class of 2001



#### State & Local Government Services

For many years, Sikich has maintained a strong reputation as a premier provider of professional services to the government sector. The high regard our clients hold for us is due to three crucial service commitments that we bring to each engagement: a highly skilled and experienced staff and management team dedicated to government services; an in-depth understanding of the governmental fiscal, management, operating, and regulatory environments; and timely and cost effective service delivery.

Regardless of the budgetary constraints of a local government, the different - and at times - conflicting demands of multiple constituencies, or the implementation schedules of new regulations, our government services team provides a full range of high quality, timely services to ensure you meet the goals of your government.

Our government clients represent a wide range of industry sectors including:

- Counties
- Cities
- Villages
- Towns
- Park Districts
- Special Districts
- Public Libraries
- Higher Education
- Cable Franchising Authority Services

#### Offices

State & Local Government

Aurora, IL Buffalo Grove, IL Chicago, IL Decatur, IL Naperville, IL Rockford, IL Springfield, IL Indianapolis, IN St. Louis, MO New York, NY



Our government services team is second to none. The reports we prepare for clients have received national recognition for their usefulness in providing financial information to elected officials, rating agencies, creditors, and investors.

#### Service Checklist: State & Local Government Services

#### **ACCOUNTING & ASSURANCE SERVICES**

- Audit & Accounting Services
- Single Audits of Federal Expenditures
- Limited Procedure Engagements/Agreed Upon Procedures
- Grant Specific Audits
- Tax Increment Financing Compliance Audits
- Revenue Compliance Audits
- Escrow Verifications
- 🗌 Monthly, Quarterly & Annual Accounting & Bookkeeping Assistance 📋 Website Development
- Payroll Processing
- Temporary Staffing
- Electronic Filing of Pension Fund Annual Financial Reports
- Electronic Filing of Local Government Annual Financial Reports
- Revenue & Expenditure Forecasting
- Current & Long-term Budget Development & Analysis
- Debt Management & Policies
- Cash Management & Policies
- Internal Control Evaluation & Implementation
- Accounting Procedure Manuals
- Cash Flow Analysis
- Rate Modeling
- Implementation of New GASB Pronouncements
- Police & Fire Pension Plan Accounting & Consulting Services

#### EMPLOYEE BENEFIT PLAN CONSULTING

- IRS Compliance Review
- Pension Fund Outsourcing
- Section 125 Plan/HRA/HSA Consulting

#### HUMAN RESOURCE CONSULTING

- Recruiting & Onboarding Services
- Compensation & Benefits' Design & Administration
- Employee Relations & Communications
- Training & Development
- Performance Management
- Employee Retention
- Outplacement
- Employment Law Compliance
- HR Outsourcing
- Management Coaching
- Workforce Planning

#### **CORPORATE FINANCE / INVESTMENT BANKING**

- Strategic Advisory
- Capital Raises

#### **TECHNOLOGY SERVICES & PRODUCTS**

- Customer Relationship Management
- Electronic Data Interchange (EDI)
- Application Hosting
- Windows/Active Directory
- Network and Internet Security
- LAN/WAN Connectivity
- Exchange/Messaging
- Web Applications
- Intranets and Extranets
- Financial Management Software Solutions
- Library Services
- Desktop Security for Publicly Accessible Computers
- DeepFreeze, Public Web Browser, Windows Group Policy
- Public PC Time & Print Management (PC Reservation, SAM, LPT; One, Pcounter)
- Network Segregation: Establishing Separate Networks for Staff & Public Computers
- Secure Wireless Networks for Staff
- Wireless Hotspots for Patrons
- Internet Connectivity & Other Services (Illinois Century Network & m Others)
- Security: Firewalls, VPNs, Antivirus, AntiSpyware  $\square$
- Secure Library Automation Systems: Workflows, Millennium, Anzio

#### **MARKETING & DESIGN SERVICES**

- Brand Development
- Graphic Design
- Website Design
- Photography
- Video Production

#### PERFORMANCE MEASUREMENT

- Performance Measurement Platform
- Developing a Custom Dashboard
- Strategic Planning
- Performance Audits
- Balanced Scorecard Methodology
- Exit & Succession Planning

Need additional information? Check the appropriate boxes above and fax to 630-375-8810. Or email to info@sikich.com.

First Name	Last Name
Title	Organization
Email	Phone

## Sikich

Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA and SIPC. Sikich Corporate Finance LLC is a wholly-owned subsidiary of Sikich LLP. Advisory services offered through Sikich Financial, a Registered Investment Advisor. Securities offered through Triad Advisors, Member FINRA/SIPC.

# Sikich.

				<b>FEIRIGIE</b>
Organization:	Sikich is a dynamic pl and consulting firm co than 350 employees.	omprised of more		
	of our firm to 1928 an firm founded in Cham	paign, Illinois.	Service.	NTEAST.
	Today, we rank as on 100 largest CPA firms		the second s	ing & Consulling Services
	offices in four states.		• Busines	s Valuellion
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	Not-for-Profit		Millions	SIKICH LLP-TOTAL REVENUES
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Statistics:	Revenues	\$58M	\$4D	
	Total Partners	56	430 ·····	
	Total Employees	289	\$20	
	Total Personnel	345	510	
	Personnel count as of Nov	ember 1, 2010	5- 1985	1990 1995 2000 2005 2009
Awards:	2010, 2009, 2008, 20 2009, Best Places to 2010, Accounting Too 2010, Accounting Too 2010, INSIDE Public		01 Best and Brightest s, sponsored by The Sp ked 57th nationally - Top Firms: Great Lak st Accounting Firms: ra	inked 55th nationally

2007, Public Accounting Report Top 100: ranked 73rd, America's 100 Largest Public Accounting Firms

- 2010, The Business Ledger Book of Lists: ranked 4th, "Accounting Firms;" Chicago Western Suburbs
  - 2010, Crain's Chicago Business Book of Lists: ranked 11th, "Accounting Firms"
  - 2009, 2008, 2006, Sikich designated as member of the Microsoft Business Solutions Inner Circle
- 2009, Named "Killer VAR" by Accounting Today
- 2006, 2005 Two Sikich business solutions clients awarded Microsoft Business Solutions Pinnacle award 2005, Certified Microsoft Dynamics NAV Partner of the Year
- 2002, Business Achievement Award: Excellence in Business, Medium Company, sponsored by The Business Ledger
- 2000 2009, Microsoft Gold Certified Partner

#### **Certifications:**

All professional accounting staff having more than one year of experience have earned or are working toward earning the designation of Certified Public Accountant.

Sikich LLP is a member of the American Institute of Certified Public Accountants' *Governmental Audit Quality Center* and the *Employee Benefit Plan Audit Quality Center*. We adhere to the strict requirements of membership which assure we meet the highest standards of audit quality.

In 2009, Sikich LLP received its 7th consecutive Unmodified Peer Review letter without comment. This is the highest level of practice quality recognized in the public accounting profession.

#### **Microsoft Gold Certified Partner**

Sikich is a Microsoft Gold Certified Partner; ranked among the top 1% of all Microsoft Dynamics partners worldwide; and carries the following certifications:

Microsoft Small Business Specialist MCP (Microsoft Certified Professional) MCSE (Microsoft Certified System Engineer) CCNA (Cisco Certified Network Associate) CCDA (Certified Cisco Design Associate) CCEA (Citrix Certified Enterprise Administrator) MRMS (Microsoft Retail Management Systems) CISA (Certified Information Systems Auditor) CNE (Certified Novell Engineer) MS CSM (Microsoft Customer Service Manager) MS CAE (Microsoft Certified Account Executive) MCDBA (Microsoft Certified Database Administrator)

#### Sikich is proud to be part of the Leading Edge Alliance

The Leading Edge Alliance (LEA) has been ranked by the International Accounting Bulletin as the third largest international association of independent accounting firms for 2009. The LEA is an international professional association of independently-owned accounting and consulting firms. Members are top quality firms who share an entrepreneurial spirit and a drive to be the premier provider of professional services in their chosen markets. The Alliance provides Sikich with an unbeatable combination: the comprehensive size and scope of a large multinational company while offering their clients the continuity, consistency and quality service of a local firm.



Microsoft

**GOLD CERTIFIED** 

Partner

#### Offices

Corporate Location 998 Corporate Blvd. Aurora, IL 60502 T: 630.566.8400 F: 630.566.8401

1300 Iroquois Ave. Suite 260 Naperville, IL 60563 T: 630.717.7515 F: 630.717.7150

12655 Olive Blvd. Suite 200 St. Louis, MO 63141 T: 314.275.7277 F: 314.275.2341 1400 Lake Cook Rd. Suite 155 Buffalo Grove, IL 60089 T: 847.478.9000 F: 847.478.1200

6815 Weaver Rd. Suite 100 Rockford, IL 61114 T: 815.282.6565 F: 815.282.6666

11 Penn Plaza 5th Floor New York, NY 10001 T: 212.946.2868 F: 646.607.2065 225 W. Washington St. Suite 1610 Chicago, IL 60606 T: 312.458.0000 F: 312.896.1582

3201 West White Oaks Dr. Suite 102 Springfield, IL 62704 T: 217.793.3363 F: 217.793.3016 132 S. Water St. Suite 300 Decatur, IL 62523 T: 217.423.6000 F: 217.423.6100

8395 Keystone Crossing Suite 200 Indianapolis, IN 46240 T: 317.536.1279 F: 317.536.1307

Securities are offered through Sikich Corporate Finance LLC, a registered broker dealer with the Securities Exchange Commission and a member of FINRA and SIPC. Advisory services offered through Sikich Financial, a Registered Investment Advisor. General securities offered through Triad Advisors, Member FINRA/SIPC.

# HEINOLD-BANWART, LTD.

Certified Public Accountants



Riverfront Office Center 2400 N. Main Street East Peoria, IL 61611-1795 Tel 309.694.4251 Fax 309.694.4202

July 23, 2008

To the Partners Sikich LLP

We have reviewed the system of quality control for the accounting and auditing practice of Sikich LLP (the firm) in effect for the year ended March 31, 2008. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's accounting and auditing practice with emphasis on higher-risk engagements. The engagements selected included, among others, audits of Employee Benefit Plans and engagements performed under Government Auditing Standards. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with the firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selective tests, therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of lack of compliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Sikich LLP in effect for the year ended March 31, 2008, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Henrold-Bannant, Ltd.

# CITY OF DARIEN

# **REQUEST FOR PROPOSALS**

The City of Darien invites independent certified public accountants, licensed in the State of Illinois, to submit a proposal for auditing services for the fiscal years ending April 30, 2011, 2012, 2013 and 2014

# **General Information**

The City of Darien is a home-rule municipality with a population of approximately 23,615. The annual budget for fiscal year 2010-2011 is approximately \$20 million dollars. The City has 72 full-time and 18 part-time employees (part-time includes the mayor, clerk, treasurer, and seven aldermen.) The City of Darien's fiscal year begins on May 1 and ends on April 30.

The City intends to prepare an audit that will substantially comply with the requirements for a Certificate of Achievement for the Government Finance Officers Association. The City last submitted and was awarded a Certificate of Achievement for Excellence in Financial Reporting for its comprehensive annual financial report for fiscal year ended April 30, 2009.

## Submission of Proposals

Three (3) copies of all proposals must be submitted before 5:00 P.M. on Friday, December 10, 2010 to the following address:

Bryon Vana City Administrator City of Darien 1702 Plainfield Road Darien, IL 60561 630-852-5000 ext. 211

Request for Proposals Page 2

Inquiries regarding the Request for Proposals can be directed to the individual above. Contact with City of Darien personnel, other than the City Administrator and Accounting Manager, Paul Nosek, regarding this RFP may be grounds for elimination from the selection process.

There is no expressed or implied obligation for the City of Darien to reimburse responding firms for any expenses incurred in preparing proposals in response to this request

During the evaluation process, the City reserves the right to request additional information or clarification from the proposer, or to allow corrections of errors or omissions.

The City of Darien reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether the proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Darien and firm selected.

The City of Darien reserves the right to reject any and all proposals, and to withdraw authorization to continue the contract because of failure on the part of the auditing firm to perform up to expected standards. The continuation of the contract after each year is solely at the discretion of the City of Darien.

It is anticipated the selection of a firm will be completed and a contract awarded by February 28, 2011.

## Scope of Services

- The audit report shall include an examination of all funds and account groups for the City. The current funds and account groups of the City include the General Fund, Motor Fuel Tax Fund, Business District Fund, Police Pension Fund, Water Fund, Impact Fee Trust Fund, Capital Improvement Fund, Water Depreciation Fund, Road Improvements Fund, General Fixed Assets, and Long-Term Debt group of accounts.
- 2. The City of Darien desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.
- 3. The auditor shall also be responsible for preparing the supplementary information required by the Government Accounting Standards Board, as mandated by generally accepted auditing standards. Additionally, the auditor will be responsible for preparing several schedules required for the statistical section as assigned by Finance staff of the City of Darien.

- 4. During the course of the examination, the auditor may find weaknesses in internal controls. The auditor shall bring such matters to the attention of the City in the form of a management letter and should include findings and recommendations regarding accounting procedures, internal control and compliance matters. Fifteen (15) copies of the management letter should be presented to the City prior to the submission of the annual report.
- 5. Auditor shall meet with the Administrator and Finance Committee and Council in an evening meeting to answer questions regarding the proposal and on the completed audit and management letter, if requested.
- 6. The report shall be made in accordance with Generally Accepted Auditing Standards (GAAS) and consistent with GASB and GFOA standards and practices.
- 7. Unless otherwise agreed to by the City, the report, in draft form, shall be presented no later than August 31, of each year; and the report, in final form, is to be presented no later than the third Monday in October each year. Failure to deliver the report by that date may result in a twenty-five percent (25%) reduction of the audit fee and termination of future audit engagements.
- 8. Twenty copies (20) of the Comprehensive Annual Financial Report, and fifteen copies of the Darien Area Dispatch Center Annual Report shall be submitted (cost to be included in proposal price.)
- 9. Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by GASB as mandated by generally accepted auditing standards.
- 10. Auditor shall prepare report on joint ventures in which the City of Darien participates, including but not limited to the Intergovernmental Personnel Benefit Cooperative (health insurance pool) and the Intergovernmental Risk Management Agency (liability insurance and workers compensation pool.) A complete audit, separate from the City's audit, of the Darien Area Dispatch Center (joint dispatch service to Darien and Lisle, administered by the City) shall be prepared.
- 11. Auditor shall furnish one original copy of the comprehensive annual financial report, on disk suitable for City staff to reproduce additional copies of said report.

Request for Proposals Page 4

- 13. Auditor shall be available not only during the audit examination, but also on an asneeded basis to answer any questions or provide expertise on accounting or compliance issues which may arise throughout the contract period.
- 14. Auditor shall complete the required application and supporting documents to apply for the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association.
- 15. Auditor shall prepare the annual supplemental report required by the Office of the Comptroller of the State of Illinois.

# Criteria for Selection

All submittals will be analyzed for completeness and cost effectiveness, with particular emphasis on familiarity with municipal governments, and the GFOA Certificate of Achievement Program. The following are criteria the City will use in evaluating proposals:

- 1. The firm's experience in performing audits for units of Illinois local government;
- 2. The firm's experience with the MIP Fund Accounting System;
- 3. The firm's experience and success in assisting municipalities obtain and retain the GFOA Certificate of Conformance;
- 4. Reputation of firm based on references;
- 5. Willingness to meet or exceed performance specifications;
- 6. Qualifications of personnel to be assigned to the engagement;
- 7. Estimated cost of financial report as compared with other proposals.

## **Requested Information**

Please prepare and submit the following:

- 1. General description of your firm's organization, experience, services, and staff;
- 2. Brief resume of all staff members who will participate in Darien's audit; including manager, partner, or principal responsible for same;

Request for Proposals Page 5

- 3. List of current municipal clients, which includes a contact person and the telephone number;
- 4. List of municipal clients currently holding GFOA Certificate of Achievement Award;
- 5. Objective of your annual examination and the approach your firm will take in performing the audit for the City of Darien;
- 6. List of items the City is to provide which are necessary for the audit engagement;
- 7. A not to exceed fee for each of the fiscal years ending April 30, 2011, 2012, 2013 and 2014, including direct labor and all out-of-pocket expenses as contemplated in this R.F.P., with a separate breakdown for Darien Area Dispatch Center;
- 8. Samples of management letters written for Illinois governmental clients (clients' names may be omitted).

# **Other Information**

- 1. The City Administrator and City Accountant shall be responsible for the coordination and completion of the annual audit. The Accountant shall serve as direct liaison to the accounting firm to expedite completion of the audit.
- 2. In an effort to contain audit costs, the City has historically prepared as many audit worksheets and schedules as practical to reduce the clerical work to be performed by the independent auditor. It wishes to continue this practice. The City will also prepare trial balances, confirmation letters, and other documents necessary for performance of the audit based on direction of the auditor.
- 3. Workspace will be provided for the auditor within City Hall; however, calculators and other office machines are to be furnished by the independent auditor. The firm shall not be allowed to utilize City Hall space to perform work for other clients.
- 4. Audit work papers shall remain the custody of the auditor. However, City staff, under control of the Administrator, shall be given access to the work papers and shall have the right to copy such work papers pertaining to the audit work done by the firm. This provision shall remain in force for up to four years after the last completed audit.
- 5. Authorization for the audit firm to commence the audit work shall be required in the form of an engagement letter approved by the City Administrator.

Request for Proposals Page 6

- 6. The auditor selected may, from time to time, be asked to perform specialized services or extra audit work not now identifiable, and the cost of such additional work shall be computed and billed in accordance with the rates established in the proposal by vendors.
- 7. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the firm selected.
- 8. A copy of the City's Comprehensive Annual Financial Report for the year ended April 30, 2010, is available for review at City Hall.

Note: The following list of accounting firms were taking from the IGFOA Member list. Eight firms were selected from the member list, for consistency in prior year's RFP process.

#### AUDITOR RFP LISTING

- 1) Lauterbach & Amen, LLP Sherry Lauterbach P.O. Box 4106 Wheaton, IL 60189-4106
- 2) Wolf & Company John DeLand 2100 Clearwater Drive Oak Brook, IL 60523-1927
- 3) Miller, Cooper, and Company Irwin A. Lyons 650 Dundee Road, Suite 250 Northbrook, IL 60062-2759
- Zabinski Consulting Services, Inc. Calene Zabinski
   P.O. Box 6534
   Aurora, II. 60598
- 5) Clifton Gunderson, LLP Helen Barrick 301 SW Adams, Ste. 900 Peoria, II. 61602
- 6) Crowe Horwath LLP John Weber One Mid America Plaza, Suite 700 Oak Brook Terrace, II. 60181
- 7) Baker Tilly Virchow Krause, LLP Jason Coyle
   1301 West 22<sup>nd</sup> St. Suite 400 Oak Brook, IL 60523
- 8) Sikich Lou Karrison 998 Corporate Blvd. Aurora, IL 60502

# DOLLAR COST PROPOSAL

#### **Proposal Cost Summary**

	<del>,</del>	2011	 2012	 2013	 2014
AFR, Management Letter and					
Annual Financial Report (AFR)	\$	21,650	\$ 22,200	\$ 22,775	\$ 23,350

These fees assume that the City will provide the auditors with electronic copies of adjusted trial balances by individual funds, a year-to-date general ledger with details of postings to all accounts, subsidiary ledgers that agree or are reconciled to the general ledger, and will prepare certain schedules of account analysis and confirmations of account balances. These fees do not include the cost to implement any new GASB pronouncements during the duration of the proposal.

We invoice our clients on a monthly basis as services are provided. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty (60) days of receipt of an invoice. Invoices not paid within sixty days are assessed a finance charge of one (1) percent per month (12% annually).



Candor, Insight, Results.

#### **Proposed Fees**

Our proposed fees are based on the assumption that there will be minimal client initiated or audit adjusting entries posted to the general ledger once fieldwork commences. Our fees do not include bookkeeping or accounting assistance for preparation of audit work papers. We are sensitive to cost control and have always worked diligently to minimize our fees through adequate planning, detailed client audit or review preparation lists, and other means; all while maintaining high quality standards.

Partners, managers, or high-level seniors will perform a significant portion of the total audit hours. We believe this demonstrates our commitment to provide highly trained and experienced individuals to your engagement.

#### **Total All-Inclusive Fees**

Service	2011	2012	2013	2014
Annual financial audit	\$25,325	\$25,830	\$26,350	\$26,900
Darien Area Dispatch Center	3,000	3,060	3,125	3,200
Total	\$28,325	\$28,890	\$29,475	\$30,100

Fees for any service can vary due to factors such as hourly billing rates, mix of staff and actual hours of performance. A low fee is not a bargain if adequate attention is not given to the client or the service is less than that which the professional should provide.

Out-of-pocket costs are included in the maximum dollar amount stated above.

Our not-to-exceed fees are all-inclusive and include any travel or out-of-pocket expenses. These fees include services related to the annual audit of the City's and Darien Area Dispatch Center's financial statements and providing a report on internal control and any recommended improvements.







rofessional Hours and Fees

## Estimated Hours and Fees

Our fee estimate is based on the understanding that the City will provide supporting documents and schedules to assist with the audit. We will provide a list of requested schedules during the planning stage. The City will generally provide support for all material balance sheet account balances and major revenue/expenditure accounts.

The total estimated hours for this engagement are 285. These hours are detailed by level and project stage on page 17 of this proposal.

Our fee schedule is shown below.

#### FIRM NAME: Wolf & Company LLP

Fees	4/30/11	4/30/12	4/30/13	4/30/14	Total
Audit fee (includes CAFR Preparation (all Financials and Notes/ Disclosures)	\$28,800	\$29,500	\$30,200	\$31,000	\$119,500
State Comptroller's Office - AFR Prep and Submittal	\$400	\$400	\$400	\$400	\$1,600
Darien Area Dispatch Center	\$2,000	\$2,050	\$2,100	\$2,150	\$8,300
Fees without Single Audit	\$31,200	\$31,950	\$32,700	\$33,550	\$129,400
Single Audit (if applicable)	\$2,600	\$2,700	\$2,800	\$2,900	\$11,000
Total Fees with Single Audit	\$33,800	\$34,650	\$35,500	\$36,450	\$140,400

My signature below confirms that I have been granted authority by my firm/employer to submit the enclosed proposal for auditing services and not-to-exceed annual fee amounts for the five year term as noted above. I, and my firm, agree and understand that this proposal submittal does not obligate the City of Darien in any manner. Further, if City of Darien selects my firm for auditing services, it is understood that a contract must be presented to and approved by City Council and that the contract between the City and auditing firm must allow the City to terminate said contract prior to expiration with reasonable notice.

John CD-Lad, Partner Dec 10, 2010 Signature and Title Date

# AGENDA MEMO City Council January 17, 2011

# **ISSUE STATEMENT**

Consideration of a resolution to enter into an agreement with Clarke Mosquito for an additional three years.

# **RESOLUTION**

# **BACKGROUND/HISTORY**

Clarke Mosquito has been the contractor to control mosquito populations for the City of Darien for many years. The mosquito abatement program, beginning in 2008, ran for three years and ended with this past fall season. The program includes treatment of catchbasins with a Abate pellets, helicopter treatments of large standing water areas, treatment of standing water areas with mosquitofish, and backpack treatment of standing waters areas that can be reached by foot.

The City of Darien has not used an adult mosquito treatment in many years due to ineffectiveness and questions on possible health side effects, but there is an option in the contract to spray for mosquitoes for \$7,500 per treatment. The City Council would need to authorize this treatment at a later time.

Clarke has offered to the City of Darien three year pricing of \$40,887 for the first two years and an increase equal to the regional CPI for the third year.

# **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends entering into a three year contract with Clarke Mosquito at these terms.

# ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

# **DECISION MODE**

This item will be on the January 17, 2011 City Council meeting for formal approval.

# CONSIDERATION OF A RESOLUTION TO ENTER INTO AN AGREEMENT WITH CLARKE MOSQUITO FOR THREE 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 Clarke Mosquito, a copy of which is attached hereto as "<u>Exhibit A</u>", which is by this reference expressly incorporated herein.

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

**ILLINOIS**, this 17<sup>th</sup> day of January, 2011.

AYES:		
NAYS:		
ABSENT:		

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

**ILLINOIS**, this 17<sup>th</sup> day of January, 2011.

ATTEST:

KATHLEEN MOESLE-WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

# ORIGINAL

# Clarke Environmental Mosquito Management, Inc. Customer Agreement and Authorization The 2011-2013 City of Darien Environmental Mosquito Management (EMM) Program Extension

# Part I. General Services

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response System (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of Darien as *additionally insured*
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report

## Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model: The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City representative of an impending brood arrival.)
- B. Adult Mosquito Population and Arbovirus Surveillance:
  - 1. Clarke New Jersey Light Trap Network: Data from the area New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring Operational Forecasts

## Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS<sup>™</sup>) computer database and site management plan for the City of Darien.
- B. Larval Site Monitoring: 11 inspections:
  - 1. Four (4) complete inspections of up to 76 sites
  - 2. Five (5) targeted inspections of up to 38 historical breeding areas
  - 3. Three (3) targeted inspections of up to 33 larval sites that historically produce *Culex* mosquito species.
  - 4. Inspections of standing water sites called in by residents on the Mosquito Hotline (800-942-2555).



# Part III. Larval Control (Continued)

- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, and Altosid® products.
  - 1. The program provides for up to 73 acres of larviciding of acreage found developing larval during inspection with VectoBac® larviciding using hand, backpack or helicopter equipment.
  - 2. The program provides for three (3) backpack prehatch treatments of up to 1.0 acre using Altosid® pellet granules in the "Dale Basin" area.
  - The program provides for three (3) backpack prehatch treatments of up to 0.5 acre in the "Chestnut Court Detention Basin" area near Lemont Road and 75<sup>th</sup> Street using 5% Abate® pellets.
- D. Helicopter Treatment:
  - 1. Helicopter Prehatch: three (3) treatments with 5% Abate® of up to 15.0 acres for floodwater mosquito control.
- E. Stocking of 2,000 mosquitofish (Gambusia affinis) for biological control.
- F. Catch Basin Control:
  - 1. Catch Basins: One (1) treatment of up to 2,000 street side and major parking lot catch basins, inlets and manholes with Altosid XR Briquets® sustained slow release insecticide.
    - a. GPS DataMaster® technology will be used to record the treated catch basin locations. Post-treatment application maps depicting the catch basin locations will be provided to the City as part of the monthly operational reports.
  - 2. Back Yard Catch Basins: One (1) treatment of up to six known backyard catch basins using an Altosid® XR briquette. As new backyard catch basins are identified via citizen feedback and City referrals, treatments will be performed and the locations added to the master list for future treatments.

## Part IV. Adult Mosquito Control Contingency Plan

- A. Adulticiding in mosquito harborage areas:
  - 1. Upon City authorization, backpack barrier treatment with a synthetic pyrethroid insecticide of festival and concession stand areas for residual control of adult mosquitoes and flies.
- B. Adulticiding in Residential Areas:
  - Upon City authorization, community-wide truck ULV treatments of up to 89.4 miles of streets with Anvil® or comparable synthetic pyrethroid insecticide for in response of excessive mosquito annoyance or threat of mosquito-borne disease. Any authorized community ULV treatments beyond the core program will be priced at \$7,500.00 per treatment.
- C. Adulticiding Operational Procedures:
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.



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#### Part IV. Adult Mosquito Control Contingency Plan (Continued)

- 3. Notification of residents on Clarke Call Notification List.
- 4. ULV particle size evaluation.
- 5. Insecticide dosage and quality control analysis.
- 6. DataMaster GPS system vehicle and spray system monitoring.

2011 EMM Core Program	Total Cost - Parts I. II. III.	IV \$40,887.00**
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**<u>\*\*NPDES Permit:</u>** A NPDES (National Pollutant Discharge Elimination System) permit may be necessary for the execution of the work for mosquito control. Any costs associated with such a permit are not included in this proposal. Also, since final regulation requirements were not finalized when this proposal was presented, any additional and/or incremental activities or services that may be required by the applicator in order to comply with an NPDES permit are not included in this proposal.





# Clarke Environmental Mosquito Management, Inc. Customer Agreement and Authorization The 2011-2013 City of Darien Environmental Mosquito Management (EMM) Program Extension

I. EMM<sup>™</sup> Payment Plan. The City has an option to extend this agreement for 2011-2013. The price for the services rendered hereunder shall be held for the 2011 and 2012 seasons at \$40,887.00 and may be increased by Clarke Environmental Mosquito Management, Inc. by a percentage which shall not exceed the locally established consumer price index for the 2013 season. New areas to be covered or additional services beyond this agreement will be pro-rated to the program cost at the rates in effect at the time. The following payment schedule is provided for fiscal planning\*\*.

Installment Due Date	2011	2012	2013**
May 1	\$10,221.75	\$10,221.75	\$10,221.75
June 1	\$10,221.75	\$10,221.75	\$10,221.75
July 1	\$10,221.75	\$10,221.75	\$10,221.75
August 1	\$10,221.75	\$10,221.75	\$10,221.75
TOTAL	\$40,887.00	\$40,887.00	\$40,887.00

#### **PROGRAM PAYMENT SCHEDULE**

#### II. Approved Contract Period and Agreement.

Please check one of the following contract periods:

□ 2011 – 2013 Seasons

(New areas to be covered in 2012 and 2013 will be pro-rated to the program cost at rates in effect at the time.)

## For The City of Darien:

Sign Name		Title:		Date:	
For Clarke I	Environmental Mosquit	o Managei	ment, Inc.:		
Name:	Son Hunter Tom Kessler	Title:	Control Consultant	Date:	1-12-11
Clan	Ke A Global Environme	ental Product	s and Services Company		4



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# Clarke Environmental Mosquito Management, Inc. Customer Authorization The 2011-2013 City of Darien Environmental Mosquito Management (EMM) Program Extension

#### **ADMINISTRATIVE INFORMATION:**

Name:					
Address:					
City:			State:		_ Zip
Office Phone:		Fax:		E-Mail	
Purchase Order Number:					
Contact Person for The City of	Darien:				
Name:			Title:		
Office Phone:				ail:	
	Fax:		E-M		
Office Phone:	Fax:		E-M		
Office Phone:	Fax: Cell:		E-M		
Office Phone: Home Phone: Alternate Contact Person for T	Fax: Cell:	arien:	E-M Pag		
Office Phone: Home Phone: Alternate Contact Person for T Name:	Fax: Cell: The City of Da	arien:	E-M Pag	er:	

Clarke Environmental Mosquito Management, Inc. Attn: Tom Kessler, Control Consultant P.O. Box 72197, 159 N. Garden Avenue Roselle, IL 60172-9963 or fax at (630) 894-1774