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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**  
October 15, 2012  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — October 1, 2012
6. Receiving of Communications
7. Mayor's Report
  - A. Darien Chamber of Commerce Update
8. City Clerk's Report
  - A. 2013 Vehicle Sticker Lottery
9. City Administrator's Report
10. Department Head Information/Questions
  - A. Monthly Newsletter — September 2012
  - B. Public Management Overview — September 2012
  - C. Monthly Crime Stat Comparison — September 2012
11. Treasurer's Report
  - A. Warrant Number — 12-13-10
  - B. Monthly Report — September 2012
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)

14. Old Business
15. Consent Agenda
  - A. Consideration of a Motion an Ordinance Authorizing the Sale of Personal Property Owned by the City of Darien
  - B. Consideration of a Motion to Approve an Ordinance Amending Section 3-3-7 of the Darien City Code
  - C. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Purchase a Camera System from Andromeda Technology Solutions for Monitoring the Police Department Building, Booking Room, Holding Cells, and Interview Rooms, and Add Four Cameras to the System
  - D. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Enter into an Agreement with Wireless Internetworks LLC to Supply Space on the Tower at 1041 S. Frontage Road
  - E. Consideration of a Motion to Approve the Tax Levy Determination for General and Special Purposes for Fiscal Year 2012-2013
  - F. Consideration of a Motion to Approve a Resolution Authorizing the Destruction of Audio Recordings of Closed Executive Session Meetings
16. New Business
  - A. Consideration of a Motion to Approve a Resolution Rescinding Resolution R-64-12 and Authorizing the Purchase of One (1) New 2012 Ford F-250 Pick-Up From Morrow Brothers Ford, Inc. in the Amount of \$22,169.00
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 1, 2012 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:11 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**OCTOBER 1, 2012**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Halil Avci	John F. Poteraske
	Tina M. Beilke	Ted V. Schauer
	Joseph A. Marchese	Joerg Seifert

Absent: Sylvia McIvor

Also in Attendance: Kathleen Moesle Weaver, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
Bryon D. Vana, City Administrator  
Daniel Gombac, Director of Municipal Services  
Ernest Brown, Police Chief

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

5. **APPROVAL OF MINUTES** – September 17, 2012

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of September 17, 2012, as presented.

Roll Call:       Ayes:       Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                      Nays:       None  
                      Absent:     McIvor

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

6.    **RECEIVING OF COMMUNICATIONS**

There were none.

7.    **MAYOR’S REPORT**

**A.    MAYORAL PROCLAMATION “FIRE PREVENTION MONTH”  
(OCTOBER 2012)**

Mayor Weaver read into the record a Proclamation declaring October 2012 as Fire Prevention Month in the City of Darien and urged residents to participate in fire prevention activities at work and school to ensure their safety and the safety of their families and friends in the event of a fire.

**B.    MAYORAL PROCLAMATION – “DARIEN LIONS CLUB CANDY DAYS”  
(FRIDAY, OCTOBER 12, 2012 AND SATURDAY, OCTOBER 13, 2012)**

Mayor Weaver read into the record a Proclamation declaring October 12 and 13, 2012 as “Darien Lions Club Candy Days” in the City of Darien and urged citizens to support this very worthwhile organization in their fundraising drive.

Steven Hyatt, President of the Lions Club, accepted the proclamation. He spoke of the Club and distribution of funds.

**C.    DOWNERS GROVE TOWNSHIP SENIOR ADVISORY COMMITTEE**

Ralph Beardsley of the Downers Grove Township Senior Advisory Committee introduced fellow members Mark Thoman, Diane Saunders, and Lillian Brown. Mr. Beardsley reviewed programs and services available for senior and disabled residents through the Downers Grove Township; he answered questions from the City Council Members.

Mayor Weaver announced that, Steven Hyatt, on behalf of the Lions Club, offered to donate funds towards the purchase of a second canine. Mr. Hyatt explained that funds would come from various clubs who felt two dogs were necessary to continue an

exceptionally safe environment in Darien. Mayor Weaver advised that this item would be added to the Goal Setting Session Agenda for consideration.

8. **CITY CLERK'S REPORT**

Clerk Ragona reported that she recently attended the Municipal Clerks of Illinois Conference held in Springfield. She advised the conference was very informative, focusing on variety of subjects, such as, Freedom of Information, Records Management, Parliamentary Procedures, etc.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Alderman Poteraske inquired if the County provided information regarding the removal and replacement of trees along 75<sup>th</sup> Street. Director Gombac responded that preliminary plans should be available in November. Mayor Weaver recommended the City research the cost to store and replant the trees.

Alderman Poteraske inquired if the squad video cameras were functional. Chief Brown responded that the cameras are in use and are downloaded into the City's server. He added that DUI videos are copied and sent to the State's Attorney for prosecution.

Director Gombac advised that TLC has extended the private tree planting program to October 8, 2012. Interested residents should contact Jenna with TLC at 630-789-8894 or [jenna@tlcgroupltd.com](mailto:jenna@tlcgroupltd.com). Information on the program may be found on the City's website or Channel 6.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 12-13-09**

It was moved by Alderman Seifert and seconded by Alderman Avci to approve payment of Warrant Number 12-13-09 in the amount of \$28,555.35 from the General Fund; \$5,875.95 from the Water Fund; \$2,219.19 from the Motor Fuel Tax Fund; \$15,832.72 from the Capital Improvement Fund; \$238,241.14 General Fund Payroll for the period ending 09/20/2012; \$17,093.22 from the Water Fund Payroll for the period ending 09/20/2012; for a total to be approved of \$307,817.57.

**City Council Meeting**

**October 1, 2012**

Roll Call:       Ayes:       Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                      Nays:       None  
                      Absent:     McIvor

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

12.   **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese advised the July 23, 2012 Regular Meeting, and the August 20, 2012 Special Meeting Minutes of the Municipal Services Committee have been submitted to the Clerk’s Office. He announced the next meeting is scheduled for October 22, 2012 at 6:30 P.M. in the Council Chambers.

**Police Committee** — Alderman Poteraske advised the next meeting of the Police Committee is scheduled for October 4, 2012 at 6:00 P.M. in the Council Chambers.

**Administrative/Finance Committee** — Chairman Poteraske advised the next meeting of the Administrative/Finance Committee is scheduled for October 8, 2012 at 6:30 P.M. in the upstairs conference room.

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

There were none.

14.   **OLD BUSINESS**

There was no old business.

15.   **CONSENT AGENDA**

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

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

- A.   ORDINANCE NO. O-35-12                   AN ORDINANCE APPROVING A  
  VARIATION TO THE DARIEN  
  ZONING ORDINANCE (PZC 2012-12:  
  610 67<sup>TH</sup> STREET)**

- B. RESOLUTION NO. R-72-12**      **A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT**
- C. RESOLUTION NO. R-73-12**      **A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT**
- D. RESOLUTION NO. R-74-12**      **A RESOLUTION ACCEPTING A PROPOSAL FROM GRATE SIGNS INC. FOR THE FABRICATION AND INSTALLATION OF TWO BREAKAWAY MONUMENT SIGNS IN AN AMOUNT NOT TO EXCEED \$19,200.00 FOR THE CITY'S ENTRANCE SIGNS**
- E. RESOLUTION NO. R-75-12**      **A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM THE TLC GROUP FOR THE PURCHASE AND INSTALLATION OF TREES FOR THE 50/50 PARKWAY TREE PROGRAM AND THE PLANTING OF VARIOUS PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$13,181.80**
- F. A MOTION TO APPROVE AUTHORIZING CITY STAFF TO BEGIN THE PROCESS OF ACCEPTING A FUTURE PLAT OF DEDICATION FOR LEMONT ROAD CUL-DE-SAC WITHIN THE DARIEN CORPORATE CENTER ASSOCIATION**

**City Council Meeting**

**October 1, 2012**

Roll Call:      Ayes:      Avci, Beilke, Marchese, Poteraske, Schauer, Seifert  
                     Nays:      None  
                     Absent:      McIvor

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

16.    **NEW BUSINESS**

There was no new business.

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

Mayor Weaver noted that intergovernmental programs, such as the joint purchase of rock salt, are proving to be very cost effective and successful for all involved agencies.

Alderman Avci announced the Rotary Club of Darien is hosting their annual fundraising auction at Ashton Place on October 20, 2012 at 6:00 P.M.; he spoke of the contributions made by the Club.

Alderman Marchese advised that, in response to a resident’s concern of speeding on Evergreen toward Thistlewood, Director Gombac met with the resident. Director Gombac initiated a work order for a speed monitor. The resident was very pleased with the attentiveness.

18.    **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:25 P.M.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-01-12.  
Minutes of 10-01-12 CCM1

# CITY OF DARIEN

## MEMO

**TO:** Mayor and City Council

**FROM:** JoAnne E. Ragona, City Clerk

**DATE:** October 11, 2012

**SUBJECT: 2013 VEHICLE STICKER LOTTERY**

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In 1992 the City Council decided to offer the Darien Identification Vehicle Sticker to Darien community organizations through the lottery process. The following organizations were offered the opportunity to participate in the 2013 Vehicle Sticker Lottery:

Darien Chamber of Commerce	Darien Lions Club
Darien Seniors Club	Darien Woman's Club
Darien Youth Club	Safety Village of Darien
The Active Seniors Club	VFW Darien Memorial Post 2838
Young At Heart Seniors	Younger Than Ever Seniors

There are three (3) provisions that must be followed:

- The funds from the vehicle sticker donations be used for community related functions.
- The winner in one year will not be eligible for the lottery for a two-year period after winning.
- The City reserves the right to withdraw this lottery due to budget constraints.

The successful lottery winner will be responsible for purchasing identification stickers (Mayor and City Clerk to approve design) and offering the same to residents on a donation basis to be available by January 1, 2013.

The eligible Darien community organizations that expressed an interest in selling the vehicle sticker are:

**Chamber of Commerce**  
**VFW Memorial Post 2838**

The lottery to determine who will be allowed to sell the vehicle sticker for 2013 has been included on the Agenda under the City Clerk's Report.

mg

# Monthly Crime Report

Darien Police Department

10/1/2012

Edition 1, Volume 6

## September 2012 Numbers:

Events catalogued: *A numeric identifier created to document any Police service rendered.*

1,795 events catalogued for the month of September.

644 Events on first watch (11:00/p.m.-7:00/a.m.)

- **911 calls: 90 or 5% of total events and 13.9% of a 911 calls only.**

637 Events on second watch (7:00/a.m.-3:00/p.m.)

- **911 calls: 216 or 12% of total events and 33.9% of 911 calls only.**

514 Events on the third watch (3:00/p.m.-11:00/p.m.)

- **911 calls: 267 or 14.8% of total events and 51.9% of 911 calls only.**

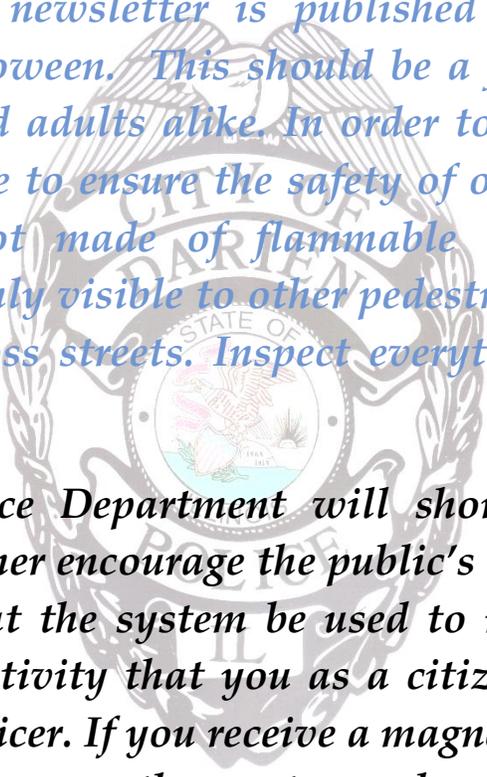
**Average Temperature: 74**

*“Calling 911 at the first sign of potential trouble is the perfect citizen response!*

*In addition to the obvious benefit to immediate safety, your calls enable us to establish patterns of behavior. The information contained in your calls is invaluable in that it allows us to properly allocate resources, identify potential criminal behavior before someone is victimized and as importantly track the criminal behaviors of those who would prey on our citizens. Don't hesitate to dial 911, WE ARE HERE TO SERVE YOU!*

## Please dial 911!

The ability of the Darien Police Department to provide the best possible service hinges to a very large degree on the way through which information is shared. The absolute key to getting immediate information to the Police Department is through the 911 system. Perhaps, the marketing strategy for the 911 system left much of the public wondering under what circumstances is it proper to call 911? The best answer to that question is, if you feel or believe that the presence of an officer is warranted dial 911. For example, you see a prowler lurking at your neighbor's driveway at 2:00/a.m. **PLEASE CALL 911.** If you see a suspicious vehicle driving through your neighborhood, perhaps it's nothing, but just to be sure, **PLEASE CALL 911.** If the presence of a police officer is likely to resolve an issue or create a safer environment, **PLEASE CALL 911.** The Darien Police Department is here to serve you, and we can best provide that service if we know when and where you need us.

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- *With the return of the school year and the end of the longer days, we are asking motorists to be more watchful for pedestrians as daylight turns to dusk. Please be especially mindful of our children moving to and from school and extracurricular activities.*
  - *Before our next newsletter is published we will have already experienced Halloween. This should be a fun and festive time for both children and adults alike. In order to ensure safety there are steps we can take to ensure the safety of our children: Ensure that costumes are not made of flammable materials. Ensure that costumes are highly visible to other pedestrians and vehicles as the young people cross streets. Inspect everything that your children bring home.*
  - *The Darien Police Department will shortly begin an intensive campaign to further encourage the public's use of our 911 system. It is imperative that the system be used to report criminal activity and any other activity that you as a citizen believe warrants the presence of an officer. If you receive a magnetized card or other item reminding you to use the system, please place it in a handy location.*
  - *In an effort to ensure that our citizens receive the most up to date information possible, we would like to hear from you via the website or through any other means so that you can advise us of any information that you would like to receive from us, but are currently not receiving. There are many issues that spawn this notion including recent events in neighboring towns and cities. In such cases the citizens of Darien may rest assured that even though*

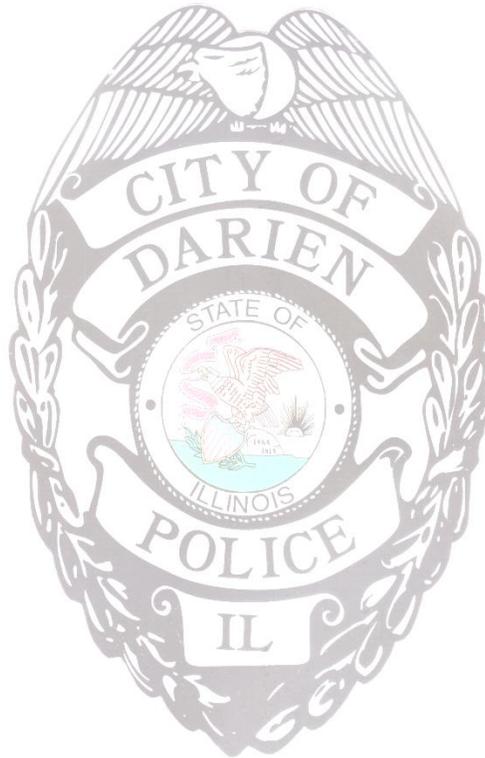
*an event does not occur in Darien, we immediately begin efforts at measuring any potential impact it will have on our city.*

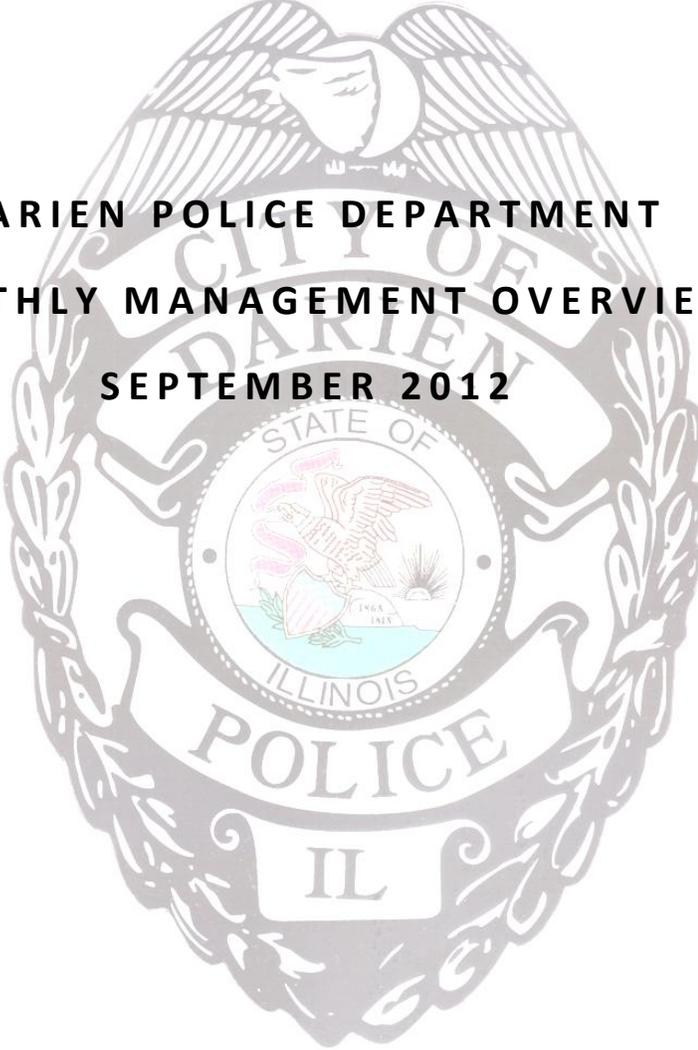
*Thanking you in advance for your continued support,*

*Ernest Brown*

*Chief, Darien Police Department*

*Deputy Chief, John Cooper*



The badge is a shield-shaped emblem. At the top is an eagle with wings spread, perched on a globe. Below the eagle is a banner with the text "CITY OF DARIEN". The main body of the badge is a circular seal containing the text "STATE OF ILLINOIS" and a central figure of an eagle with wings spread, perched on a globe. Below the seal is a banner with the text "POLICE" and "IL" at the bottom.

**DARIEN POLICE DEPARTMENT  
MONTHLY MANAGEMENT OVERVIEW  
SEPTEMBER 2012**

**Chief of Police Ernest Brown**

**Deputy Chief of Police John Cooper**

# 1

## TOP TEN OFFICERS IN ACTIVITY:

Column 1	Column 2	Column 3	Column 4
Officer	Events handled	Minutes Expended	Avg. Time Spent
1	253	5848.28	23.1
2	176	2929.19	16.64
3	120	4360.53	36.3
4	113	7552.3	66.8
5	96	12,912	134.5*
6	93	5455.61	58.6
7	91	11,365.1	124.89*
8	71	5508.89	77.59
9	71	4641.02	65.3
10	69	3523.39	51.06
	1153	64,096.31	55.5

### Management Bullets:

- 1,153 or 64.2% of all event activity requiring an officer's response were handled by the top ten officers.
- Those responses accounted for 60.3% of minutes consumed by all responses.
- Re-stated, 35.7% of officers accounted for 60.3% of events and 68.7% of minutes.
- The average time spent on the remaining 642 events by the remaining 18 officers was 65.6 minutes per event.
- 64.3% of the Department's Patrol Personnel accounted for 35.7% of events handled.
- The two officers with asterisks (5 and 7) both reflect disproportionate amounts of average time spent on assignments. Their time spent on assignment

### Management Questions:

- Are the top ten officers consistently the top ten officers?
- Are the officer(s) with the highest average in minutes being monitored?
- Are we questioning why the average minute count for officers 5 and 7, is consistently higher than the seven other officers in the top ten?
- Are we examining why 35.7% of officers were responsible for nearly 64% of events.
- How would this information assist you in completing a performance evaluation?
- Is there information that the numbers don't reveal about the work ethic of the top ten or the bottom ten that the numbers may not reveal?
- Failing to determine why the officers at the lower end of the performance spectrum are there is a detriment to morale and sound management principles.

## 2

### TOP TEN SELF-GENERATED EVENTS

Column 1	Column 2	Column 3	Column 4
<b>Activity</b>	Number of Events	Minutes Expended	Avg. Time spent in Minutes
Traffic Stops	294	5467.86	18.5
Business Checks	290	3096.47	10.6
Directed Patrol	127	8575.83	67.5
Administrative Duties	38	3485.74	91.7
Radar Enforcement	46	3078.37	66.9
Selective Enforcement	42	2975.06	70.8
Extra Patrol	35	147.05	4.2
Building Checks	22	161.92	7.3
Parking Enforcement	41	1244.58	30.3
Matter of Record	23	720.26	31.3
<b>TOTAL</b>	958	28,953.14	30.2

### Analysis of Business Check Events:

Column 1	Column 2	Column 3	Column 4	Column 5
<b>Shift Involved</b>	No. of Events	Minutes	% of Total	Average per Event
Midnights	196	1870.64	67.5%	9.5 Minutes
Days	61	877.28	21.0%	14.3 Minutes
Afternoons	33	348.55	11.3%	10.5 Minutes
	290	3096.47	100%*	10.6 Minutes

#### Management Bullets:

- The top ten self-generated events account for 78.3% of all self-generated activity.
- Average time spent is 30.2 minutes per event.
- 196 or 67.5% of Business checks occurred on the midnight shift.
- Business checks consumed 3,096.47 minutes
- The average time spent on a business check was 10.6 minutes per event.
- Business checks conducted between normal business hours accounted for 25.1% of all time spent on business checks.

#### Management Observation:

- Kudos goes out to the management team. The joint effort reflects the merit of data driven management and the related savings in efficient operations:
  1. The amount of time spent on Business checks was reduced by 36% from the previous month.

2. The amount of business checks conducted during regular business hours was reduced to 25%; The reduction reveals that 75% were conducted during a time when the business is closed.
3. The average time spent on a business check was reduced from 17.5 per check to 10.6, nearly a seven minute saving.
4. Clearly it shows that the management team paid attention to the data and re-directed the efforts of the officers to reflect sound operating principles.

### **3**

#### **TOP TEN 911 EVENTS**

Column 1	Column 2	Column 3	Column 4
<b>911 Event Category</b>	Event count	Time expended	Avg. Time spent
<b>Domestics</b>	33	3940.16	119.39
<b>Suspicious Person</b>	53	3679.99	69.4
<b>Accidents</b>	44	6003.81	136.45
<b>Alarm Calls</b>	59	863.81	14.6
<b>Station Reports</b>	17	1582.87	93
<b>Assist other Agency</b>	23	1333.89	57.9
<b>Lock-out to Motor Veh.</b>	25	901.03	36
<b>Investigate 911</b>	16	735.23	45.95
<b>Burglary</b>	16	1587.21	99.2
<b>Crim. Damage to V/P</b>	11	645.01	57.7
<b>TOTAL</b>	297	21,273.01	71.6 Minutes

#### Management Bullets:

- There were 573 total 911 events created, the top ten 911 calls represents 51.8% of the total.
- Average time spent on 911 events of the top ten was 71.6 minutes per event.
- Domestic violence calls averaged 119 minutes per event and 18.5% of the top ten total, and 7.0% of the 911 event total. This suggests that these calls are complex and time intensive.

### **4**

#### **TOP FIVE CATEGORIES FOR SELF-GENERATED ACTIVITY ON MIDNIGHTS**

Column 1	Column 2	Column 3	Column 4	Column 5
<b>Category</b>	Events	Time	Average time	% of Total
<b>Traffic Enforcement</b>	101	3747.32	37.1 minutes	37.2%
<b>Business Checks</b>	196	1870.64	9.5 minutes	18.5%
<b>Directed Patrol</b>	69	3555.63	51.5 minutes	35.3%
<b>Suspicious Activity</b>	22	729.77	33 minutes	7.2%
<b>Extra Patrol</b>	39	169.23	91 minutes	1.6%
	427	10,072.59	23.5 minutes	

Management bullets:

- Traffic enforcement represents 37% of the total event load for the midnight shift.
- The time spent on the top five self-generated tasks represents 167 man-hours or the equivalent of 20, 8 hour shifts.

**Management Questions:**

- **As we look at total time consumed on self-generated activity are we able to refine our service delivery model by re-directing some time spent on some self-generated activities in order to address the crime and chronic disorder problems that occur during the midnight shift?**

**5 CALL DISTRIBUTION**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
<b>CATEGORY</b>	NULL	BEAT 1	BEAT 2	BEAT 3	OUTSIDE	TOTALS
<b>SELF GENERATED</b>	395	297	248	280	5	1222
<b>911</b>	19	157	117	280	0	573
<b>TOTAL</b>	414	454	365	560	5	1795

Management Bullets:

- A comparison of null beats from august reveals a 40% decline in nulls for the month of September.
- Beat#3 shows the highest volume of event activity
- Beat#3 shows the highest volume of 911 event activity, 12% of total and 41% of 911 activities.

Management Question(s):

- **Can we evaluate some additional ways to ensure that we reduce the number of null beat locations?**
- **When looking at resource allocation and discretionary time, since beat 3 have a greater number of 911 calls than does any other beat, should we be seeking to re-direct our discretionary time to address the issues of that beat?**
- **If we have historically looked at ensuring an equal distribution of manpower on each beat, it is time for us to think of ways to address the beats with the highest volume of 911 activities, while not reducing the protection provided to other areas of the city.**

**6****CITATIONS COMPARISON-September 2012 v. 2011**

1	2	3	4	5	6	7
Officer	Citations	Warnings	% Warnings	2011 Cit.	Warn.	% of Warn.
1	30	20	66%	37	28	75%
2	24	16	66%	0	0	0
3	13	3	23%	0	0	0
4	13	7	53.8	30	19	64%
5	10	10	100%	25	25	100%
6	34	30	88%	34	27	79%
7	15	11	73%	41	27	65%
8	41	16	39%	36	25	69%
9	15	5	33%	3	2	66%
10	24	8	33%	43	21	48%
11	19	11	57%	62	22	35%
12	8	7	87%	15	14	93%
13	10	9	90%	12	8	66%
14	10	8	80%	17	10	58%
15	28	22	78%	37	30	81%
16	0	0	0	21	10	47%
17	11	3	27%	14	10	71%
18	2	1	50%	8	6	75%
19	4	4	100%	26	12	46%
20	37	25	67%	45	39	86%
21	10	8	80%	0	0	0
22	13	9	69%	0	0	0
	0	0	0	0	0	0

**Management Bullets:**

- In 2011 there were 541 citations written and of that number 319 or 58.9% were warnings
- In 2012 there were 372 citations written and of that number 234 or 62% were warning citations

**Management Questions:**

- **Why do we write such a disproportionate number of warning citations?**

**7**

**OVERTIME CATEGORIES/September 2012-997.25 HOURS:**

Reimbursed hours=146.5=	14.6%	
Court=91.5=	9.1%	
Officer in charge=96.0=	9.6%	
Late Call=38.25=	3.8%	
Short Shift=168=	16.8%	
Darien Fest=221.5	22.5%	
<b><u>TOTAL</u></b>	<b>761.75</b>	<b>76.3%</b>

**8**

**OVERTIME CATEGORIES/YTD- 4,310 HOURS:**

Reimbursed=813.25=	18.8%	
Court= 527.5=	12.2%	
Officer in Charge=779.75=	18.0%	
Late Calls=325.0=	7.5%	
Short Shift=678.0=	15.7%	
<b><u>TOTAL</u></b>	<b>3123.5</b>	<b>72.4%</b>

**Management Bullets:**

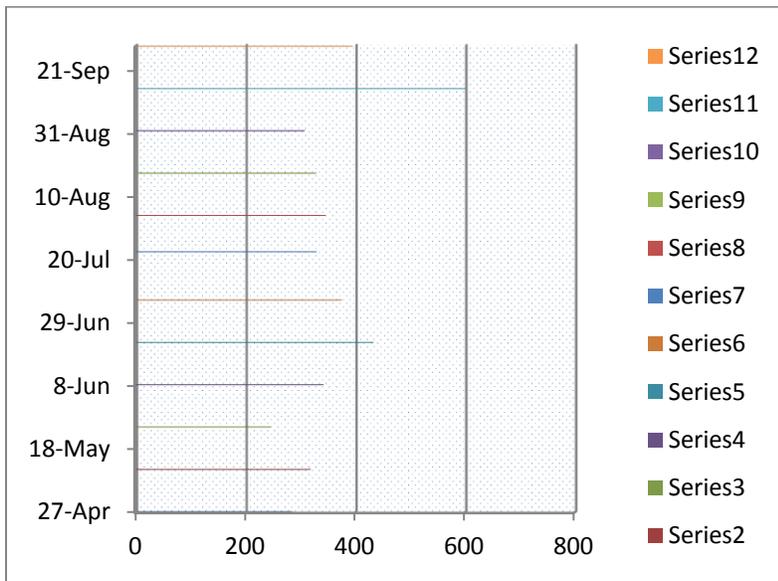
- The overtime percentages remain fairly consistent from month to month.
- The 4,310 hours when averaged, averages out to 718.33 hours per police period
- This figure represents an anomaly created by Darien Fest with 221.4 hours for Darien Fest.

**Management Questions:**

- Is there overtime documented above that we can exercise control over?
- What would be your strategy for effectively managing overtime?
- What is our strategy for determining manpower staffing for Darien Fest?

**10**

**OVERTIME IN GRAPHED**



**Management Bullets:**

- The average overtime for pay cycle is about 359 hours.
- Should there be traffic court date if members have not written citations.
- The notable spikes in overtime occur in May, then again in June, July, and August. The correlate here is that May was spring break, and June began summer vacation cycle.
- The relationship drawn is that we incur the most overtime during the times when our vacation use and demand for police service are both at their peaks.



**Chief of Police Ernest Brown**

**Deputy Chief of Police John Cooper**

MONTHLY CRIME COMPARISON: September 2011 VS September 2012

CLASSIFICATION	August 2012	September 2011	September 2012	DIFFERENCE	% OF CHANGE
<b>Total Events</b>	3,081	1,873	2,524	+651	+34.7
<b>Total Minutes Expended</b>	158,188.79	70,152.25	118,599.54	+47,447.29	+69%
<b>Events Req. P.D. Response</b>	2,179	1,201	1,795	+597	+49.7%
<b>Minutes Expended</b>	144,363.11	59,229.59	106,256.04	+47,026.54	+79.3%
<b>Busiest Overall-Events</b>	Thursday	Thursday	Saturday	DNA	DNA
<b>Busiest Overall Hour</b>	8:00/a.m.	8:00/a.m.	8:00/a.m.	DNA	DNA
<b>911 Calls</b>	632	597	573	-24	-4.1%
<b>Minutes Expended</b>	76,069.89	29,341.65	55,960.80	+26,619.15	+90%
<b>Busiest Weekday</b>	Friday	Thursday	Thursday	DNA	DNA
<b>Busiest 911 Self-Generated</b>	<b>1600 Hours</b>	<b>6:00/p.m.</b>	<b>5:00/p.m.</b>	<b>DNA</b>	<b>DNA</b>
<b>Minutes Expended</b>	68,293.22	29,887.94	50,295.24	20,407.3	+40.5%
<b>Busiest Weekday</b>	Thursday	Sunday	Saturday	DNA	DNA
<b>Busiest Self-Gen. Beat</b>	0800 Hours	8:00/p.m.	12:00 mid.	DNA	DNA
<b>Busiest Overall Bt.</b>	Beat#1	Beat#3	Beat#3	DNA	DNA
<b>Busiest 911 Beat</b>	Beat#3	Beat#3	Beat#3	DNA	DNA
<b>Busiest Self-Gen. Beat</b>	Beat#1	Beat#1	Beat#1	DNA	DNA
<b>CASE REPORTS</b>	262		227		
<b>ARRESTS</b>	82	92	94	<b>+2%</b>	<b>+2.1%</b>
<b>Resident Percentage</b>	18.2%	25%	24%	-1%	<b>DNA</b>
<b>Victim Resident %</b>	64.1%	72%	69.4%	-2.6%	<b>DNA</b>
<b>Traffic Stops</b>	362	448	294	<b>-154%</b>	<b>-34.3%</b>
<b>Average length TS</b>	17.3 Minutes	27.4 Minutes	18.5	-8.9	-32.4%
<b>Citations Written</b>	264	541	372	<b>-169</b>	<b>-31.2%</b>

Management Bullets:

- In September 2011, the average time spent on a 911 call was 49.1 minutes. In 2012 the average time spent on a 911 call was 97.6 minutes.
- In September 2011 the average time spent on self-generated events was 49.4 minutes. In 2012 that time increased to 59.1 minutes.
- There is an -34% decline in traffic stops made in 2012 when compared against 2011 figures. There is also a 32% decline in minutes spent on traffic stops.
- In September 2011, 911 calls represented 47.7% of event activity, in August 2012, 911 calls only represented 31.9% of event activity.
- When looking at event activity for September, 911 calls represented 31.9% of event activity, while self-generated activity was responsible for 68% of the event activity.
- When looking at time spent, 911 calls accounted for 52.6% of the expended time while self-generated event activity accounted for 47% of expended time for September 2012.
- When we look at the event distribution by beat, it appears that Beat#3 was the busiest overall and in 911 calls generated, while the largest amount of self-generated time was spent on Beat#1.

#### **Management Questions:**

- **Is there an explanation for the reason that there is a 90% increase in the amount of time spent on a 911 call in 2012 over the time spent in 2011?**
- **What is the significance in the increase in self-generated activity resulting in the decrease in percentage of events related to 911 calls while the raw numbers of 911 calls is fairly similar?**
- **The presence of a significant amount of time identified as self-generated time suggest we should be looking to direct the activities of the officers to other law enforcement activities.**
- **It would appear that we should be directing a greater portion of discretionary time be spent on beat#3.**
- **Is the decline in traffic stops based upon morale, empathy with motorists or just what? As managers and leaders we should be seeking to determine the basis for the decrease in traffic related activity, while at the same time there is an increase in the amount of time spent on discretionary or self-generated activity.**

PART I OFFENSES:

Crime Category	August 2012	September 2011	September 2012	Difference	Percentage
Homicide	0	0	0	N/C	DNA
Rape	0	0	0	N/C	DNA
Robbery	0	0	1	+1	+100%
Aggravated Battery	2	0	3	+3	+300%
Burglary	21 inclu. BMV	5/2 BMV	13 /11 BMV	+8	+61.5%
Larceny-Theft	30	15	32	+17	+113%
Motor Vehicle Theft	2	1	2	+1	+50%
Arson	0	0	1	+1	+100%
	55	21	50	+29	+138%

\*N/C= No Change

Management Bullet:

- There is a 138% increase in Part I crime activity in September.
- The increase is fueled largely by significant increases in thefts and burglary to motor vehicle incidents.

#### MANAGEMENT QUESTION:

- Is there a plan to cope with the increases in thefts?
- Is there an increase in shoplifting incidents?
- What are the circumstances that comprise the increase in thefts?
- Is there an increase in thefts from private residences, lawn chairs and such items?
- Could our retail establishments benefit from shoplifting seminars?
- How can we reduce the number of BMV incidents?

Part II Offenses

Crime Category	August 2012	September 2011	September 2012	Difference	% of Change
Forgery	0	0	4	+4	400%
Fraud	5	10	16	+6	+60%
Embezzlement	0	0	0	N/C	DNA
Stolen Property	1	0	1	+1	100%
Vandalism	43	25	24	-1	-4%
Weapons Violations	1	0	0	N/C	DNA
Prostitution	0	0	0	N/C	DNA
Sex Offenses	0	3	2	-1	-33%
DUI	4	13	10	-3	-23%
Gambling	0	0	0	N/C	DNA
Liquor	5	5	4	-1	-20%

<b>Violations</b>					
<b>Drunkness</b>	0	0	0	N/C	DNA
<b>Disorderly Conduct</b>	7	6	10	+4	+66%
<b>Vagrancy</b>	0	0	0	N/C	DNA
<b>Curfew</b>	1	0	0	N/C	DNA
<b>Domestic</b>	16	32	28	-4	-12.5%
<b>Drug Offenses</b>	7	6	10	+4	+66%
	90	100	109	+9	+9%

Management Bullets:

- Part II offenses show a 9% increase over the same time period in 2011.
- The increase is fueled by identity theft, vandalism, domestics and drug offenses.

Management Questions:

- How can we impact vandalism or criminal damage to property?
- Do you believe that we can have an impact on domestic violence? Are we doing all that we can to prevent and respond to domestic incidents?
- Are we keeping data on how identity thefts are occurring, are they garbage pickers, ATM information thieves, credit card jumpers? If we are not keeping such data is there a strategy available to us through our detectives that will allow us to do so?

MANAGEMENT NOTE: AS A DEPARTMENT, MOVING TOWARDS AN ACCOUNTABILITY MODEL, IT IS CRITICAL THAT WE ASK DIFFERENT QUESTIONS. WE MUST ASSUME THAT WE HAVE THE POWER TO HAVE A POSITIVE IMPACT ON EVERY ASPECT OF CRIME PREVENTION AND APPREHENSION, WE DO! IN ORDER TO BE EFFECTIVE WE MUST IDENTIFY WHAT WE CAN DO TO REDUCE, ELIMINATE OR DISPLACE CRIMINAL BEHAVIOR.

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
October 15, 2012**

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		<b>\$34,587.08</b>
Water Fund		<b>\$290,870.71</b>
Motor Fuel Tax Fund		<b>\$3,803.12</b>
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		<b>\$82,868.99</b>
Special Service Area Tax Fund		
	<b>Subtotal:</b>	<b>\$ 412,129.90</b>
General Fund Payroll	10/04/12	\$ 216,929.98
Water Fund Payroll	10/04/12	\$ 17,352.08
	<b>Subtotal:</b>	<b>\$ 234,282.06</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 646,411.96</b>

**Approvals:**

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

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BEST QUALITY CLEANING, INC.	OCTOBER 2012 JANITORIAL SERVICES	Janitorial Service	1,182.00	4345
CHASE CARD SERVICES	SEMINAR - B. VANA	Training and Education	386.00	4263
CHASE CARD SERVICES	SEMINAR - P. NOSEK	Training and Education	415.00	4263
DUPAGE COUNTY RECORDER	R2012 133238 - RELEASE OF LIEN - 7613 WARWICK	Consulting/Professional	8.00	4325
EMERALD MARKETING INC.	NOVEMBER-DECEMBER 2012 NEIGHBORS OF DARIEN	Public Relations	3,145.27	4239
KING CAR WASH	SEPTEMBER 2012 CAR WASHES	Vehicle (Gas and Oil)	7.50	4273
MUNICIPAL WEB SERVICES	AUGUST 2012 WEBSITE HOSTING	Consulting/Professional	668.78	4325
NICOR GAS	7422 S. CASS AVENUE - ACCT 05-09-41-1000 3	Utilities (Elec, Gas, Wtr, Sewer)	33.60	4271
NICOR GAS	1702 PLAINFIELD ROAD - ACCT. 82-54-11-1000 1	Utilities (Elec, Gas, Wtr, Sewer)	88.23	4271
OFFICE DEPOT	TONER CARTRIDGES	Supplies - Office	410.91	4253
SHANE'S OFFICE SUPPLY	NAME PLATE: DANIEL GOMBAC & ERNEST BROWN	Supplies - Office	51.00	4253
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	50.00	4223
WAREHOUSE DIRECT	SUPPLIES - TONER	Supplies - Office	<u>280.42</u>	4253
		Total Administration	6,726.71	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ILLINOIS STATE POLICE	NIDIEA M. YARBROUGH FINGERPRINTING FEE - SPEEDWAY	Boards and Commissions	36.50	4205
ROSENTHAL, MURPHEY, COBLENTZ	SEPTEMBER 2012 LEGAL SERVICES	Liability Insurance	892.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	SEPTEMBER 2012 LEGAL SERVICES	Liability Insurance	82.55	4219
		Total City Council	1,011.55	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - 1810 71ST STREET	Const/Prof Reimbursable	25.00	4328
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - 1030 JANET	Const/Prof Reimbursable	50.00	4328
CHASE CARD SERVICES	REPLENISH I-PASS	Travel/Meetings	40.00	4265
DON MORRIS ARCHITECTS P.C.	SEPTEMBER 2012 PLAN REVIEW AND INSPECTIONS	Consulting/Professional	1,422.14	4325
DON MORRIS ARCHITECTS P.C.	SEPTEMBER 2012 PLAN REVIEW AND INSPECTIONS	Consulting/Professional	1,225.00	4325
JOSEPH ALGOZINE	SEPTEMBER 2012 ELECTRICAL INSPECTIONS	Consulting/Professional	600.00	4325
R & R PRINT-N-SERVE, INC.	BUILDING PERMIT CARDS & INSPECTION REPORTS	Printing and Forms	410.00	4235
ROSENTHAL, MURPHEY, COBLENTZ	SEPTEMBER 2012 LEGAL SERVICES	Liability Insurance	52.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	SEPTEMBER 2012 LEGAL SERVICES	Liability Insurance	105.00	4219
			3,929.64	
			Total Community Development	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHASE CARD SERVICES	PORTABLE PH METER	Liability Insurance	178.80	4219
CHASE CARD SERVICES	PW PARKING LOT STRIPING	Maintenance - Building	136.65	4223
CHASE CARD SERVICES	TRUCK REPAIR	Maintenance - Vehicles	133.75	4229
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	167.53	4219
CLIFFORD-WALD COMPANY	2 36 IN BY 150 FT 24# COATED BOND (2)	Supplies - Office	39.48	4253
COM ED	STREET LIGHTS - ACCT 2343005070	Street Light Oper & Maint.	8.51	4359
COM ED	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	318.02	4359
CULLIGAN	BOTTLED WATER & IRON FILTER RENTAL	Maintenance - Building	91.69	4223
EXELON ENERGY INC.	STREET LIGHTS - SW CORNER 75TH/PLAINFIELD	Street Light Oper & Maint.	934.82	4359
GENE'S TIRE SERVICE, INC.	TIRE REPAIRS FOR END LOADER & KUBOTA	Maintenance - Equipment	44.88	4225
GENE'S TIRE SERVICE, INC.	TIRE REPAIR - MULTI TRAC	Maintenance - Equipment	144.84	4225
GENE'S TIRE SERVICE, INC.	TIRE REPAIR - END LOADER	Maintenance - Equipment	194.31	4225
GRAINGER	CABLES FOR PLOTTER PRINTER	Maintenance - Building	31.12	4223
HOME DEPOT	SUPPLIES	Maintenance - Building	528.16	4223
HOME DEPOT	SUPPLIES	Supplies - Other	121.85	4257
HOME DEPOT	SUPPLIES	Small Tools & Equipment	69.00	4259
ILLINI POWER PRODUCTS	GENERATOR LOAD BANK TEST & PM INSPECTION - 1710 PLAINFIELD	Maintenance - Building	1,247.00	4223
ILLINI POWER PRODUCTS	GENERATOR PM INSPECTION & LOAD BANK TEST - CITY HALL	Maintenance - Building	1,040.00	4223

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
LEE JENSEN SALES, CO., INC.	LIFTING STRAP FOR 24-INCH PIPE	Small Tools & Equipment	85.00	4259
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS	Maintenance - Equipment	23.07	4225
RENDEL'S GMC, INC.	REPAIR PARTS	Maintenance - Equipment	5.00	4225
SUMMIT FINANCIAL RESOURCES	CONCRETE REPAIR SUPPLIES	Supplies - Other	44.17	4257
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	130.54	4223
WAREHOUSE DIRECT	PLOTTER PRINTER TONER CARTRIDGE	Supplies - Office	64.94	4253
WAREHOUSE DIRECT	PLOTTER PRINTER TONER CARTRIDGE	Supplies - Office	64.94	4253
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	<u>100.33</u>	4229
		Total Public Works, Streets	5,948.40	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	52.50	4217
CHASE CARD SERVICES	SHIPPING RETURN ITEM	Postage/Mailings	4.90	4233
CHASE CARD SERVICES	DARE	Public Relations	49.97	4239
CHASE CARD SERVICES	OFFICE SUPPLIES	Supplies - Office	9.04	4253
CHASE CARD SERVICES	OFFICE SUPPLIES	Supplies - Office	0.99	4253
CHASE CARD SERVICES	OFFICE SUPPLIES	Supplies - Office	69.05	4253
CHASE CARD SERVICES	INTERNET SERVICE	Telephone	101.90	4267
COMCAST	CABLE BOX - 1710 PLAINFIELD	Telephone	2.10	4267
DJOA	2012 FALL CONFERENCE - NICK SKWERES & JASON NORTON	Training and Education	110.00	4263
DUPAGE COUNTY CLERK'S OFFICE	EDWARD P. RENTKA NOTARY CERTIFICATION	Dues and Subscriptions	10.00	4213
EMD	NON TRAFFIC COMPLAINT AND ARREST TICKETS	Printing and Forms	319.02	4235
GALLS, AN ARAMARK COMPANY	BOOTS - RENNER	Uniforms	137.00	4269
HART'S AUTO SUPPLY	BRAKE PADS FOR SQUADS	Maintenance - Vehicles	195.00	4229
HINSHAW & CULBERTSON LLP	AUGUST 2012 ADMINISTRATIVE TOW JUDGE	Liability Insurance	175.00	4219
I/O SOLUTIONS	SERGEANT PROMOTIONAL 2012 EXAM	Boards and Commissions	4,400.00	4205
ILLINOIS ATTORNEY GENERAL	ANNUAL SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217
ILLINOIS STATE POLICE	ANNUAL SEX OFFENDER REGISTRATION	Investigation and Equipment	30.00	4217

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
KALE UNIFORMS	SHIRT & PANTS - RENTKA	Uniforms	213.40	4269
KALE UNIFORMS	BATTERY - STUTTE	Uniforms	16.99	4269
KING CAR WASH	SEPTEMBER 2012 CAR WASHES	Maintenance - Vehicles	548.00	4229
LAW ENFORCEMENT TARGETS	TARGETS	Investigation and Equipment	67.32	4217
LINDA S. PIECZYNSKI	SEPTEMBER 2012 PROSECUTION FEES	Liability Insurance	1,742.50	4219
NORTHEAST MULTIREGIONAL TRNG	DOUGLAS J. RUMICK - CLOSE QUARTER HANDGUN SKILLS: LEVEL II	Training and Education	200.00	4263
OTTO ENGINEERING	EARPHONE KIT - CHEAURE	Uniforms	50.79	4269
PEP BOYS	TIRE FLAT REPAIR FOR SQUAD D7	Maintenance - Vehicles	26.99	4229
PETTY CASH	POLICE PETTY CASH REIMBURSEMENT	Investigation and Equipment	22.72	4217
PETTY CASH	POLICE PETTY CASH REIMBURSEMENT	Travel/Meetings	173.62	4265
RAY O'HERRON CO. INC OF OBT	SHIRT - SCOTT POLAN	Auxiliary Police	34.95	4203
RAY O'HERRON CO. INC OF OBT	VESTS	Auxiliary Police	2,263.38	4203
RAY O'HERRON CO. INC OF OBT	CREDIT FOR OVERPAYMENT	Auxiliary Police	(115.90)	4203
RCM DATA CORPORATION	TONERS FOR XEROX PHASER	Supplies - Office	610.00	4253
ROSENTHAL, MURPHEY, COBLENTZ	SEPTEMBER 2012 LEGAL SERVICES	Liability Insurance	3,150.00	4219
STEVEN J. REED	UNIFORM ALLOWANCE	Uniforms	65.05	4269
TREASURER, STATE OF ILLINOIS	ANNUAL SEX OFFENDER REGISTRATION	Investigation and Equipment	10.00	4217
VERIZON WIRELESS	EVDO	Telephone	798.21	4267
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	858.52	4229

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Police Department	16,433.01	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	REFUSE REMOVAL - 7515 S. CASS, UNIT D - OCT 1-31, 2012	Utilities (Elec, Gas, Wtr, Sewer)	119.81	4271
COM ED	7515 S. CASS, UNIT J - 7156801032	Utilities (Elec, Gas, Wtr, Sewer)	62.95	4271
COM ED	7515 S. CASS, UNIT D - ACCT 7156797060	Utilities (Elec, Gas, Wtr, Sewer)	163.15	4271
NICOR GAS	7515 S. CASS, UNIT J - ACCT 43-44-83-6184 0	Utilities (Elec, Gas, Wtr, Sewer)	31.37	4271
NICOR GAS	7515 S. CASS, UNIT D	Utilities (Elec, Gas, Wtr, Sewer)	<u>160.49</u>	4271
		Total Business District	<u>537.77</u>	
		Total General Fund	<u>34,587.08</u>	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BEST QUALITY CLEANING, INC.	OCTOBER 2012 JANITORIAL SERVICES	Maintenance - Building	608.00	4223
CATCHING FLUID POWER, INC.	FITTINGS FOR 3-INCH HYDRAULIC PUMP	Maintenance - Water System	94.28	4231
CENTRAL SOD FARMS	SOD FOR WATER DEPARTMENT RESTORATIONS	Maintenance - Water System	61.25	4231
CENTRAL SOD FARMS	SOD FOR WATER DIG RESTORATIONS	Maintenance - Water System	210.00	4231
CHASE CARD SERVICES	PORTABLE PH METER	Liability Insurance	178.80	4219
CHASE CARD SERVICES	PW PARKING LOT STRIPING	Maintenance - Building	136.65	4223
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	167.54	4219
CLIFFORD-WALD COMPANY	2 36 IN BY 150 FT 24# COATED BOND (2)	Supplies - Operation	39.48	4255
COM ED	PLAINFIELD & MANNING - ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	41.65	4271
CULLIGAN	BOTTLED WATER & IRON FILTER RENTAL	Maintenance - Building	91.68	4223
DUPAGE TOPSOIL, INC.	SOIL FOR RESTORATION FROM WATER DIGS	Maintenance - Water System	100.00	4231
DUPAGE TOPSOIL, INC.	DIRT HAULING FOR WATER DIG RESTORATIONS	Maintenance - Water System	100.00	4231
DUPAGE WATER COMMISSION	WATER COSTS	DuPage Water Commission	277,777.61	4340
ENVIRO-TEST & PERRY LABS	EPA REQUIRED WATER SAMPLES	Quality Control	247.50	4241
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN	Utilities (Elec,Gas,Wtr,Sewer)	45.88	4271
GRAINGER	CABLES FOR PLOTTER PRINTER	Maintenance - Building	31.13	4223
HD SUPPLY WATERWORKS	1 1/2-INCH COMPRESSION COUPLERS	Maintenance - Water System	281.93	4231

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HOME DEPOT	SUPPLIES	Maintenance - Building	436.20	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	112.80	4231
ILLINI POWER PRODUCTS	GENERATOR PM INSPECTION & LOAD BANK TEST - PLANT #2 PUMPING	Maintenance - Water System	1,671.00	4231
RENDEL'S GMC, INC.	REPAIR PARTS	Maintenance - Equipment	90.38	4225
RENDEL'S GMC, INC.	REPAIR PARTS	Maintenance - Equipment	50.70	4225
SERVICE INDUSTRIAL SUPPLY INC.	HOSES FOR TRASH PUMPS	Maintenance - Water System	482.18	4231
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Maintenance - Water System	7,814.07	4231
			290,870.71	
			Total Public Works, Water	
			290,870.71	
			Total Water Fund	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/2/2012 Through 10/15/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ELMHURST CHICAGO STONE COMPANY	STONE FOR CREEKSIDE PROJECT & VARIOUS PUBLIC WORKS JOBS	Road Material	292.20	4245
JAMES D. FIALA PAVING COMPANY	ASPHALT HAULING FOR VARIOUS ROAD PATCHES	Road Material	213.72	4245
JAMES D. FIALA PAVING COMPANY	HOT PATCH PICKED UP FOR VARIOUS PATCHES	Road Material	272.48	4245
JAMES D. FIALA PAVING COMPANY	ASPHALT FOR VARIOUS STREET PATCHES	Road Material	570.96	4245
JAMES D. FIALA PAVING COMPANY	ASPHALT PICKED UP FOR VARIOUS STREET	Road Material	422.24	4245
JAMES D. FIALA PAVING COMPANY	ASPHALT PICKED UP FOR VARIOUS ROAD PATCHES	Road Material	590.72	4245
NORWALK TANK QUARRY MATERIALS	PIPE FOR BAYBERRY	Supplies - Other	647.00	4257
	COLD PATCH FOR STOCK PILE	Road Material	793.80	4245
		Total MFT Expenses	3,803.12	
		Total Motor Fuel Tax	3,803.12	

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 10/2/2012 Through 10/15/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ELMHURST CHICAGO STONE COMPANY	STONE FOR CREEKSIDE PROJECT & VARIOUS PUBLIC WORKS JOBS	Ditch Projects	604.21	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Ditch Projects	892.50	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Ditch Projects	3,629.50	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Ditch Projects	2,023.00	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Sidewalk Replacement Prog...	48,027.15	4380
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Residential Concrete Program	21,674.20	4381
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Curb & Gutter Replacement ...	699.13	4383
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Curb & Gutter Replacement ...	5,319.30	4383
			Total Capital Fund Expenditures	
			82,868.99	
			Total Capital Improvement Fund	
			82,868.99	
Report Total			412,129.90	

10/24/12

\$1,894.00

\$0.00

\$378.00



Account number: [REDACTED]

\$ 1,894.00

Make your check payable to: Chase Card Services. Please write amount enclosed. New address or e-mail? Print on back.

[REDACTED]

32253 BEX Z 27812 C BRYON VANA CITY OF DARIEN 1702 PLAINFIELD RD DARIEN IL 60561-6044



CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153



[REDACTED]

BUSINESS CARD STATEMENT

Customer Service 1-800-346-5538

Additional contact information on back

ACCOUNT SUMMARY

Table with 2 columns: Description, Amount. Includes Previous Balance, Payment, Credits, Purchases, Cash Advances, Balance Transfers, Fees Charged, Interest Charged, New Balance.

PAYMENT INFORMATION

Table with 2 columns: Description, Amount. Includes New Balance, Payment Due Date, Minimum Payment Due, Late Payment Warning, Minimum Payment Warning.

Table with 2 columns: Description, Amount. Includes Opening/Closing Date, Total Credit Line, Available Credit, Cash Access Line, Available for Cash.

FLEXIBLE REWARDS SUMMARY

Table with 2 columns: Description, Amount. Includes Previous points balance, Points earned on purchases this period, New total points balance.

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.

ACCOUNT ACTIVITY

Table with 3 columns: Date of Transaction, Merchant Name or Transaction Description, \$ Amount. Lists various transactions from 09/17 to 09/27 with handwritten notes.

2012 Totals Year-to-Date	
Total fees charged in 2012	\$0.00
Total interest charged in 2012	\$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.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	13.24% (v)	-0-	-0-
<b>CASH ADVANCES</b>			
Cash Advances	19.24% (v)	-0-	-0-
<b>BALANCE TRANSFERS</b>			
Balance Transfers	13.24% (v)	-0-	-0-

(v) = Variable Rate

30 Days in Billing Period

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.

**CITY OF DARIEN**  
**REVENUE AND EXPENDITURE REPORT SUMMARY**  
**September 30, 2012**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,747,851	\$ 6,895,854	\$ 12,694,067
Expenditures	\$ 1,076,496	\$ 4,669,075	\$ 10,834,371
Audited 5/1/12 Opening Fund Balance:			\$ 4,108,526
Transfer to Capital Fund			\$ (2,800,000)
Current Fund Balance:			\$ 3,535,305

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,905	\$ 1,818,154	\$ 5,324,219
Expenditures	\$ 416,480	\$ 2,529,605	\$ 5,730,642
*Audited 5/1/12 Cash Balance			\$ 878,155
Current Cash Balance:			\$ 166,704

**MOTOR FUEL TAX FUND - (03)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 47,403	\$ 226,239	\$ 575,000
Expenditures	\$ 76,040	\$ 185,880	\$ 536,860
Audited 5/1/12 Opening Fund Balance:			\$ 209,824
Current Fund Balance:			\$ 250,183

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 904	\$ 502,508	\$ 505,000
Expenditures	\$ -	\$ 14,500	\$ 163,500
*Audited 5/1/12 Cash Balance			\$ 276,274
Current Cash Balance:			\$ 764,282

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 111,815	\$ 4,997,535	\$ 4,806,194
Expenditures	\$ 484,299	\$ 2,340,695	\$ 3,207,744
Audited 5/1/12 Opening Fund Balance:			\$ 1,864,708
Current Fund Balance:			\$ 4,521,548

**CAPITAL PROJECTS DEBT SERVICE FUND (35)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 214,756	\$ 474,230	\$ 494,300
Expenditures	\$ -	\$ 52,375	\$ 496,802
Audited 5/1/12 Opening Fund Balance:			\$ 4,207
Current Fund Balance:			\$ 426,062

	Current Actual Year to Date	Current Budgeted F.Y.E. '13	Prior Year Actual Through Sept 11
Property Tax Collections	\$ 2,222,894	\$ 2,319,044	\$ 2,240,080
Sales Tax Collections	\$ 2,049,462	\$ 4,900,000	\$ 2,006,224

\* Audited cash balance less Accounts Payable at year end

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Revenue</b>								
<b>Taxes</b>								
Real Estate Taxes - Current	3110	708,745.66	0.00	1,550,764.74	1,617,850.00	1,617,850.00	(67,085.26)	4.14%
Road and Bridge Tax	3120	82,325.90	32,500.00	183,740.46	32,500.00	185,000.00	(1,259.54)	0.68%
Municipal Utility Tax	3130	114,423.38	93,416.67	418,373.71	467,083.35	1,121,000.00	(702,626.29)	62.67%
Amusement Tax	3140	7,221.55	8,333.33	33,846.15	41,666.65	100,000.00	(66,153.85)	66.15%
Hotel/Motel Tax	3150	4,564.04	2,583.33	23,617.11	12,916.65	31,000.00	(7,382.89)	23.81%
Personal Property Tax	3425	0.00	416.67	1,952.49	2,083.35	5,000.00	(3,047.51)	60.95%
<b>Total Taxes</b>		<b>917,280.53</b>	<b>137,250.00</b>	<b>2,212,294.66</b>	<b>2,174,100.00</b>	<b>3,059,850.00</b>	<b>(847,555.34)</b>	<b>27.70%</b>
<b>License, Permits, Fees</b>								
Business Licenses	3210	525.00	0.00	6,530.00	0.00	40,000.00	(33,470.00)	83.67%
Liquor License	3212	0.00	0.00	52,000.00	50,000.00	50,000.00	2,000.00	(4.00)%
Contractor Licenses	3214	1,260.00	1,500.00	9,950.00	7,500.00	12,000.00	(2,050.00)	17.08%
Court Fines	3216	13,835.45	12,500.00	55,030.66	62,500.00	150,000.00	(94,969.34)	63.31%
Towing Fees	3217	8,000.00	3,333.33	47,800.00	16,666.65	40,000.00	7,800.00	(19.50)%
Ordinance Fines	3230	1,000.00	1,250.00	11,656.00	6,250.00	15,000.00	(3,344.00)	22.29%
Building Permits and Fees	3240	3,714.00	6,000.00	81,708.00	29,000.00	45,000.00	36,708.00	(81.57)%
Telecommunication Taxes	3242	77,322.99	80,416.67	397,500.92	402,083.35	965,000.00	(567,499.08)	58.80%
Cable T.V. Franchise Fee	3244	0.00	26,666.67	161,032.49	133,333.35	320,000.00	(158,967.51)	49.67%
PEG - Fees - AT&T	3245	0.00	0.00	6,312.12	0.00	0.00	6,312.12	0.00%
NICOR Franchise Fee	3246	0.00	3,166.67	0.00	15,833.35	38,000.00	(38,000.00)	100.00%
Public Hearing Fees	3250	360.00	416.67	3,542.81	2,083.35	5,000.00	(1,457.19)	29.14%
Elevator Inspections	3255	50.00	333.33	2,652.25	1,666.65	4,000.00	(1,347.75)	33.69%
Public Improvement Permit Fee	3260	400.00	0.00	3,290.00	0.00	0.00	3,290.00	0.00%
Engineering/Prof Fee Reimb	3265	1,030.00	1,666.67	31,195.15	8,333.35	20,000.00	11,195.15	(55.97)%
Legal Fee Reimbursement	3266	0.00	0.00	6,668.78	0.00	0.00	6,668.78	0.00%
D.U.I. Technology Fines	3267	846.00	333.33	3,252.00	1,666.65	4,000.00	(748.00)	18.70%
Police Special Service	3268	10,544.07	8,333.33	50,587.93	41,666.65	100,000.00	(49,412.07)	49.41%
Stormwater Management Fees	3270	0.00	0.00	1,268.40	0.00	0.00	1,268.40	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees		<u>118,887.51</u>	<u>145,916.67</u>	<u>931,977.51</u>	<u>778,583.35</u>	<u>1,808,000.00</u>	<u>(876,022.49)</u>	<u>48.45%</u>
Charges for Services								
Inspections/Tap on/Permits	3320	<u>0.00</u>	<u>0.00</u>	<u>6,850.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,850.00</u>	<u>0.00%</u>
Total Charges for Services		<u>0.00</u>	<u>0.00</u>	<u>6,850.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,850.00</u>	<u>0.00%</u>
Intergovernmental								
State Income Tax	3410	<u>145,905.32</u>	<u>143,559.00</u>	<u>1,082,190.46</u>	<u>717,795.00</u>	<u>1,722,708.00</u>	<u>(640,517.54)</u>	<u>37.18%</u>
Local Use Tax	3420	<u>30,987.73</u>	<u>27,975.58</u>	<u>137,330.02</u>	<u>139,877.90</u>	<u>335,707.00</u>	<u>(198,376.98)</u>	<u>59.09%</u>
Sales Taxes	3430	<u>419,960.89</u>	<u>408,333.33</u>	<u>2,049,462.36</u>	<u>2,041,666.65</u>	<u>4,900,000.00</u>	<u>(2,850,537.64)</u>	<u>58.17%</u>
Total Intergovernmental		<u>596,853.94</u>	<u>579,867.91</u>	<u>3,268,982.84</u>	<u>2,899,339.55</u>	<u>6,958,415.00</u>	<u>(3,689,432.16)</u>	<u>53.02%</u>
Other Revenue								
Interest Income	3510	<u>714.20</u>	<u>1,916.67</u>	<u>5,473.29</u>	<u>9,583.35</u>	<u>23,000.00</u>	<u>(17,526.71)</u>	<u>76.20%</u>
Gain/Loss on Investment	3515	<u>(1.80)</u>	<u>0.00</u>	<u>11.02</u>	<u>0.00</u>	<u>0.00</u>	<u>11.02</u>	<u>0.00%</u>
Water Share Expense	3520	<u>20,833.34</u>	<u>20,833.33</u>	<u>104,166.70</u>	<u>104,166.65</u>	<u>250,000.00</u>	<u>(145,833.30)</u>	<u>58.33%</u>
Police Report/Prints	3534	<u>205.00</u>	<u>375.00</u>	<u>2,010.00</u>	<u>1,875.00</u>	<u>4,500.00</u>	<u>(2,490.00)</u>	<u>55.33%</u>
Reimbursement-Rear Yard Drain	3541	<u>1,001.00</u>	<u>0.00</u>	<u>2,127.65</u>	<u>0.00</u>	<u>0.00</u>	<u>2,127.65</u>	<u>0.00%</u>
Street Recon Prog - Reimb	3550	<u>0.00</u>	<u>0.00</u>	<u>71,214.89</u>	<u>0.00</u>	<u>0.00</u>	<u>71,214.89</u>	<u>0.00%</u>
Rents	3561	<u>14,743.34</u>	<u>19,941.83</u>	<u>84,111.82</u>	<u>99,709.15</u>	<u>239,302.00</u>	<u>(155,190.18)</u>	<u>64.85%</u>
Other Reimbursements	3562	<u>2,426.84</u>	<u>5,416.67</u>	<u>14,554.71</u>	<u>27,083.35</u>	<u>65,000.00</u>	<u>(50,445.29)</u>	<u>77.60%</u>
Residential Concrete Reimb	3563	<u>(33,971.66)</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00%</u>
Mail Box Reimbursement Program	3569	<u>809.38</u>	<u>0.00</u>	<u>1,177.28</u>	<u>0.00</u>	<u>0.00</u>	<u>1,177.28</u>	<u>0.00%</u>
Sales of Wood Chips	3572	<u>400.00</u>	<u>0.00</u>	<u>3,580.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,580.00</u>	<u>0.00%</u>
Sale of Property	3573	<u>1,994.50</u>	<u>0.00</u>	<u>1,994.50</u>	<u>0.00</u>	<u>0.00</u>	<u>1,994.50</u>	<u>0.00%</u>
Sale of Equipment	3575	<u>0.00</u>	<u>2,083.33</u>	<u>24,407.82</u>	<u>10,416.65</u>	<u>25,000.00</u>	<u>(592.18)</u>	<u>2.36%</u>
Miscellaneous Revenue	3580	<u>575.44</u>	<u>8,750.00</u>	<u>5,402.96</u>	<u>43,750.00</u>	<u>105,000.00</u>	<u>(99,597.04)</u>	<u>94.85%</u>
Transfer from Other Funds	3612	<u>92,860.00</u>	<u>0.00</u>	<u>92,860.00</u>	<u>0.00</u>	<u>0.00</u>	<u>92,860.00</u>	<u>0.00%</u>
Total Other Revenue		<u>102,589.58</u>	<u>59,316.83</u>	<u>413,092.64</u>	<u>296,584.15</u>	<u>711,802.00</u>	<u>(298,709.36)</u>	<u>41.97%</u>
Total Revenue		<u>1,735,611.56</u>	<u>922,351.41</u>	<u>6,833,197.65</u>	<u>6,148,607.05</u>	<u>12,538,067.00</u>	<u>(5,704,869.35)</u>	<u>45.50%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 0.00	0.00	1,791,050.50	1,850,000.00	5,308,219.00	(3,517,168.50)	66.25%
Inspections/Tap on/Permits	3320 431.00	333.33	8,431.00	1,666.65	4,000.00	4,431.00	(110.77)%
Sale of Meters	3325 1,744.00	291.67	3,803.00	1,458.35	3,500.00	303.00	(8.65)%
Other Water Sales	3390 0.00	375.00	465.30	1,875.00	4,500.00	(4,034.70)	89.66%
Total Charges for Services	2,175.00	1,000.00	1,803,749.80	1,855,000.00	5,320,219.00	(3,516,469.20)	66.10%
Other Revenue							
Interest Income	3510 729.78	333.33	5,252.87	1,666.65	4,000.00	1,252.87	(31.32)%
Other Reimbursements	3562 0.00	0.00	9,151.20	0.00	0.00	9,151.20	0.00%
Total Other Revenue	729.78	333.33	14,404.07	1,666.65	4,000.00	10,404.07	(260.10)%
Total Revenue	2,904.78	1,333.33	1,818,153.87	1,856,666.65	5,324,219.00	(3,506,065.13)	65.85%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 47,124.44	47,916.67	225,013.13	239,583.35	575,000.00	(349,986.87)	60.86%
Total Intergovernmental	47,124.44	47,916.67	225,013.13	239,583.35	575,000.00	(349,986.87)	60.87%
Other Revenue							
Interest Income	3510 278.37	0.00	1,225.78	0.00	0.00	1,225.78	0.00%
Total Other Revenue	278.37	0.00	1,225.78	0.00	0.00	1,225.78	0.00%
Total Revenue	47,402.81	47,916.67	226,238.91	239,583.35	575,000.00	(348,761.09)	60.65%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 15.47	0.00	79.20	0.00	0.00	79.20	0.00%
Total Other Revenue	15.47	0.00	79.20	0.00	0.00	79.20	0.00%
Total Revenue	15.47	0.00	79.20	0.00	0.00	79.20	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110    2,187.43	2,500.00	4,832.34	2,500.00	5,000.00	(167.66)	3.35%
Total Taxes	2,187.43	2,500.00	4,832.34	2,500.00	5,000.00	(167.66)	3.35%
Other Revenue							
Interest Income	3510    11.32	0.00	58.57	0.00	0.00	58.57	0.00%
Total Other Revenue	11.32	0.00	58.57	0.00	0.00	58.57	0.00%
Total Revenue	2,198.75	2,500.00	4,890.91	2,500.00	5,000.00	(109.09)	2.18%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Forfeiture Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 6.86	0.00	54.74	0.00	0.00	54.74	0.00%
Total Other Revenue	6.86	0.00	54.74	0.00	0.00	54.74	0.00%
Total Revenue	6.86	0.00	54.74	0.00	0.00	54.74	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 904.51	416.67	2,500.59	2,083.35	5,000.00	(2,499.41)	49.98%
Gain/Loss on Investment	3515 (0.77)	0.00	7.36	0.00	0.00	7.36	0.00%
Transfer from Water Fund	3610 0.00	0.00	500,000.00	500,000.00	500,000.00	0.00	0.00%
Total Other Revenue	<u>903.74</u>	<u>416.67</u>	<u>502,507.95</u>	<u>502,083.35</u>	<u>505,000.00</u>	<u>(2,492.05)</u>	<u>0.49%</u>
Total Revenue	903.74	416.67	502,507.95	502,083.35	505,000.00	(2,492.05)	0.49%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Darien Area Dispatch Center**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 475.91	0.00	2,816.96	0.00	0.00	2,816.96	0.00%
Total Other Revenue	475.91	0.00	2,816.96	0.00	0.00	2,816.96	0.00%
Total Revenue	475.91	0.00	2,816.96	0.00	0.00	2,816.96	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Seizures Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 26.63	0.00	137.38	0.00	0.00	137.38	0.00%
Total Other Revenue	26.63	0.00	137.38	0.00	0.00	137.38	0.00%
Total Revenue	26.63	0.00	137.38	0.00	0.00	137.38	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	72,074.16	101,194.00	193,801.39	101,194.00	202,194.00	(8,392.61)	4.15%
Total Taxes		72,074.16	101,194.00	193,801.39	101,194.00	202,194.00	(8,392.61)	4.15%
Other Revenue								
Interest Income	3510	5,768.79	333.33	19,761.46	1,666.65	4,000.00	15,761.46	(394.03)%
Residential Concrete Reimb	3563	33,971.66	0.00	33,971.66	0.00	0.00	33,971.66	0.00%
Sale of Property	3573	0.00	1,800,000.00	1,950,000.00	1,800,000.00	1,800,000.00	150,000.00	(8.33)%
Transfer from Other Funds	3612	0.00	0.00	2,800,000.00	2,800,000.00	2,800,000.00	0.00	0.00%
Total Other Revenue		39,740.45	1,800,333.33	4,803,733.12	4,601,666.65	4,604,000.00	199,733.12	(4.34)%
Total Revenue		111,814.61	1,901,527.33	4,997,534.51	4,702,860.65	4,806,194.00	191,340.51	(3.98)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 214,506.13	250,000.00	473,495.18	250,000.00	494,000.00	(20,504.82)	4.15%
Total Taxes	214,506.13	250,000.00	473,495.18	250,000.00	494,000.00	(20,504.82)	4.15%
Other Revenue							
Interest Income	3510 249.58	25.00	734.64	125.00	300.00	434.64	(144.88)%
Total Other Revenue	249.58	25.00	734.64	125.00	300.00	434.64	(144.88)%
Total Revenue	214,755.71	250,025.00	474,229.82	250,125.00	494,300.00	(20,070.18)	4.06%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Rents	3561 11,950.00	11,916.67	60,095.63	59,583.35	143,000.00	(82,904.37)	57.97%
Maintenance - Reimbursable	3567 289.75	1,083.33	1,448.75	5,416.65	13,000.00	(11,551.25)	88.85%
Operations Revenue	3576 0.00	0.00	1,112.26	0.00	0.00	1,112.26	0.00%
Total Other Revenue	<u>12,239.75</u>	<u>13,000.00</u>	<u>62,656.64</u>	<u>65,000.00</u>	<u>156,000.00</u>	<u>(93,343.36)</u>	<u>59.84%</u>
Total Revenue	12,239.75	13,000.00	62,656.64	65,000.00	156,000.00	(93,343.36)	59.84%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	34,200.95	34,884.00	195,268.33	191,863.00	453,500.00	258,231.67	56.94%
Overtime	4030	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%
<b>Total Salaries</b>		<u>34,200.95</u>	<u>34,884.00</u>	<u>195,268.33</u>	<u>193,863.00</u>	<u>455,500.00</u>	<u>260,231.67</u>	<u>57.13%</u>
<b>Benefits</b>								
Social Security	4110	1,374.16	1,927.00	11,446.66	10,599.00	25,056.00	13,609.34	54.31%
Medicare	4111	499.33	510.00	2,859.59	2,805.00	6,634.00	3,774.41	56.89%
I.M.R.F.	4115	4,484.32	4,448.00	25,664.57	24,464.00	57,828.00	32,163.43	55.61%
Medical/Life Insurance	4120	5,033.30	5,057.50	35,369.49	25,287.50	60,690.00	25,320.51	41.72%
Supplemental Pensions	4135	1,908.14	1,998.67	10,494.77	9,993.35	23,984.00	13,489.23	56.24%
<b>Total Benefits</b>		<u>13,299.25</u>	<u>13,941.17</u>	<u>85,835.08</u>	<u>73,148.85</u>	<u>174,192.00</u>	<u>88,356.92</u>	<u>50.72%</u>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	0.00	200.00	937.02	1,000.00	2,400.00	1,462.98	60.95%
Liability Insurance	4219	104.00	2,343.33	104.00	11,716.65	48,120.00	48,016.00	99.78%
Legal Notices	4221	504.48	666.67	1,528.44	3,333.35	8,000.00	6,471.56	80.89%
Maintenance - Building	4223	95.75	866.67	1,187.09	4,333.35	10,400.00	9,212.91	88.58%
Maintenance - Equipment	4225	0.00	1,083.33	1,266.10	5,416.65	13,000.00	11,733.90	90.26%
Maintenance - Grounds	4227	4,130.21	583.33	4,130.21	2,916.65	7,000.00	2,869.79	40.99%
Postage/Mailings	4233	1,555.03	433.33	3,167.20	2,166.65	5,200.00	2,032.80	39.09%
Printing and Forms	4235	252.87	333.33	450.46	1,666.65	4,000.00	3,549.54	88.73%
Public Relations	4239	0.00	2,416.67	6,890.54	12,083.35	29,000.00	22,109.46	76.23%
Rent - Equipment	4243	8.39	200.00	639.97	1,000.00	2,400.00	1,760.03	73.33%
Supplies - Office	4253	429.51	916.67	2,157.82	4,583.35	11,000.00	8,842.18	80.38%
Supplies - Other	4257	0.00	104.17	41.95	520.85	1,250.00	1,208.05	96.64%
Training and Education	4263	0.00	375.00	0.00	1,875.00	4,500.00	4,500.00	100.00%
Travel/Meetings	4265	0.00	166.67	78.17	833.35	2,000.00	1,921.83	96.09%
Telephone	4267	3,110.30	5,208.33	14,752.25	26,041.65	62,500.00	47,747.75	76.39%
Utilities (Elec, Gas, Wtr, Sewer)	4271	28.51	291.67	360.49	1,458.35	3,500.00	3,139.51	89.70%
Vehicle (Gas and Oil)	4273	464.09	658.33	2,410.50	3,291.65	7,900.00	5,489.50	69.48%
ESDA	4279	0.00	0.00	360.00	2,000.00	2,000.00	1,640.00	82.00%
<b>Total Materials and Supplies</b>		<u>10,683.14</u>	<u>16,847.50</u>	<u>40,462.21</u>	<u>86,237.50</u>	<u>224,170.00</u>	<u>183,707.79</u>	<u>81.95%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 9/1/2012 Through 9/30/2012**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contractual							
Audit	4320 0.00	0.00	5,200.00	12,000.00	12,000.00	6,800.00	56.66%
Consulting/Professional	4325 13,128.25	7,192.08	34,238.87	35,960.40	86,305.00	52,066.13	60.32%
Conslt/Prof Reimbursable	4328 0.00	0.00	721.95	0.00	0.00	(721.95)	0.00%
Contingency	4330 0.00	833.33	1,296.00	4,166.65	10,000.00	8,704.00	87.04%
Janitorial Service	4345 1,182.00	1,375.00	4,728.00	6,875.00	16,500.00	11,772.00	71.34%
Total Contractual	14,310.25	9,400.41	46,184.82	59,002.05	124,805.00	78,620.18	62.99%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	2,800,000.00	2,800,000.00	2,800,000.00	0.00	0.00%
Total Other Charges	0.00	0.00	2,800,000.00	2,800,000.00	2,800,000.00	0.00	0.00%
Total Expenditures	72,493.59	75,073.08	3,167,750.44	3,212,251.40	3,778,667.00	610,916.56	16.17%
Total	(72,493.59)	(75,073.08)	(3,167,750.44)	(3,212,251.40)	(3,778,667.00)	(610,916.56)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	17,812.50	17,812.50	42,750.00	24,937.50	58.33%
Total Salaries		3,562.50	3,562.50	17,812.50	17,812.50	42,750.00	24,937.50	58.33%
Benefits								
Social Security	4110	220.88	220.92	1,104.40	1,104.60	2,651.00	1,546.60	58.34%
Medicare	4111	51.67	51.67	258.35	258.35	620.00	361.65	58.33%
Total Benefits		272.55	272.59	1,362.75	1,362.95	3,271.00	1,908.25	58.34%
Materials and Supplies								
Boards and Commissions	4205	0.00	208.33	182.50	1,041.65	2,500.00	2,317.50	92.70%
Cable Operations	4206	0.00	1,875.00	0.00	9,375.00	22,500.00	22,500.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	0.00	100.00	100.00	100.00	100.00%
Liability Insurance	4219	1,036.03	3,494.17	15,973.24	17,470.85	41,930.00	25,956.76	61.90%
Public Relations	4239	0.00	166.67	1,082.70	833.35	2,000.00	917.30	45.86%
Supplies - Other	4257	0.00	0.00	45.03	0.00	0.00	(45.03)	0.00%
Travel/Meetings	4265	65.00	0.00	85.00	500.00	1,000.00	915.00	91.50%
Total Materials and Supplies		1,101.03	5,744.17	17,368.47	29,320.85	70,030.00	52,661.53	75.20%
Contractual								
Consulting/Professional	4325	0.00	1,250.00	348.00	6,250.00	15,000.00	14,652.00	97.68%
Trolley Contracts	4366	0.00	0.00	0.00	0.00	900.00	900.00	100.00%
Total Contractual		0.00	1,250.00	348.00	6,250.00	15,900.00	15,552.00	97.81%
Total Expenditures		4,936.08	10,829.26	36,891.72	54,746.30	131,951.00	95,059.28	72.04%
Total		(4,936.08)	(10,829.26)	(36,891.72)	(54,746.30)	(131,951.00)	(95,059.28)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	20,692.40	21,370.00	117,619.88	117,535.00	277,807.00	160,187.12	57.66%
Overtime	4030	0.00	41.67	0.00	208.35	500.00	500.00	100.00%
<b>Total Salaries</b>		<u>20,692.40</u>	<u>21,411.67</u>	<u>117,619.88</u>	<u>117,743.35</u>	<u>278,307.00</u>	<u>160,687.12</u>	<u>57.74%</u>
<b>Benefits</b>								
Social Security	4110	1,236.02	1,186.00	7,060.22	6,523.00	15,416.00	8,355.78	54.20%
Medicare	4111	289.06	312.00	1,651.16	1,716.00	4,057.00	2,405.84	59.30%
I.M.R.F.	4115	2,615.52	2,947.33	14,874.98	14,736.65	35,368.00	20,493.02	57.94%
Medical/Life Insurance	4120	3,200.54	3,210.17	15,849.42	16,050.85	38,522.00	22,672.58	58.85%
Supplemental Pensions	4135	276.90	300.00	1,522.95	1,500.00	3,600.00	2,077.05	57.69%
<b>Total Benefits</b>		<u>7,618.04</u>	<u>7,955.50</u>	<u>40,958.73</u>	<u>40,526.50</u>	<u>96,963.00</u>	<u>56,004.27</u>	<u>57.76%</u>
<b>Materials and Supplies</b>								
Boards and Commissions	4205	0.00	200.00	549.00	1,000.00	2,400.00	1,851.00	77.12%
Dues and Subscriptions	4213	0.00	62.50	453.00	312.50	750.00	297.00	39.60%
Liability Insurance	4219	630.00	3,461.67	4,410.00	17,308.35	41,540.00	37,130.00	89.38%
Maintenance - Vehicles	4229	0.00	100.00	215.00	500.00	1,200.00	985.00	82.08%
Printing and Forms	4235	0.00	219.92	575.00	1,099.60	2,639.00	2,064.00	78.21%
Supplies - Office	4253	0.00	37.50	0.00	187.50	450.00	450.00	100.00%
Training and Education	4263	0.00	41.67	0.00	208.35	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	116.67	40.00	583.35	1,400.00	1,360.00	97.14%
Vehicle (Gas and Oil)	4273	143.72	166.25	564.06	831.25	1,995.00	1,430.94	71.72%
<b>Total Materials and Supplies</b>		<u>773.72</u>	<u>4,406.18</u>	<u>6,806.06</u>	<u>22,030.90</u>	<u>52,874.00</u>	<u>46,067.94</u>	<u>87.13%</u>
<b>Contractual</b>								
Consulting/Professional	4325	5,870.00	2,455.58	17,988.38	12,277.90	29,467.00	11,478.62	38.95%
Conslt/Prof Reimbursable	4328	7,744.00	4,528.92	24,300.93	22,644.60	54,347.00	30,046.07	55.28%
<b>Total Contractual</b>		<u>13,614.00</u>	<u>6,984.50</u>	<u>42,289.31</u>	<u>34,922.50</u>	<u>83,814.00</u>	<u>41,524.69</u>	<u>49.54%</u>
<b>Total Expenditures</b>		<u>42,698.16</u>	<u>40,757.85</u>	<u>207,673.98</u>	<u>215,223.25</u>	<u>511,958.00</u>	<u>304,284.02</u>	<u>59.44%</u>
<b>Total</b>		(42,698.16)	(40,757.85)	(207,673.98)	(215,223.25)	(511,958.00)	(304,284.02)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	31,003.63	38,386.00	208,629.96	211,123.00	499,022.00	290,392.04	58.19%
Overtime	4030	1,185.72	6,666.67	14,507.57	33,333.35	80,000.00	65,492.43	81.86%
<b>Total Salaries</b>		<u>32,189.35</u>	<u>45,052.67</u>	<u>223,137.53</u>	<u>244,456.35</u>	<u>579,022.00</u>	<u>355,884.47</u>	<u>61.46%</u>
<b>Benefits</b>								
Social Security	4110	3,419.63	4,400.00	20,960.41	24,200.00	57,204.00	36,243.59	63.35%
Medicare	4111	799.80	1,029.00	4,902.13	5,660.00	13,378.00	8,475.87	63.35%
I.M.R.F.	4115	7,574.28	8,481.00	42,006.26	46,645.00	110,251.00	68,244.74	61.89%
Medical/Life Insurance	4120	10,969.41	13,039.08	43,877.63	65,195.40	156,469.00	112,591.37	71.95%
Supplemental Pensions	4135	184.60	200.00	1,015.30	1,000.00	2,400.00	1,384.70	57.69%
<b>Total Benefits</b>		<u>22,947.72</u>	<u>27,149.08</u>	<u>112,761.73</u>	<u>142,700.40</u>	<u>339,702.00</u>	<u>226,940.27</u>	<u>66.81%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	390.19	4,761.83	6,804.82	23,809.15	57,142.00	50,337.18	88.09%
Maintenance - Building	4223	3,733.69	6,748.83	16,468.20	33,744.15	80,986.00	64,517.80	79.66%
Maintenance - Equipment	4225	1,641.56	1,754.17	9,260.14	8,770.85	21,050.00	11,789.86	56.00%
Maintenance - Vehicles	4229	745.31	2,541.67	10,248.02	12,708.35	30,500.00	20,251.98	66.39%
Postage/Mailings	4233	420.00	83.33	810.00	416.65	1,000.00	190.00	19.00%
Rent - Equipment	4243	0.00	1,912.50	3,601.25	9,562.50	22,950.00	19,348.75	84.30%
Supplies - Office	4253	560.00	131.25	1,440.42	656.25	1,575.00	134.58	8.54%
Supplies - Other	4257	875.68	3,341.66	10,098.11	16,658.30	40,050.00	29,951.89	74.78%
Small Tools & Equipment	4259	44.97	320.83	926.31	1,604.15	3,850.00	2,923.69	75.94%
Training and Education	4263	240.00	472.92	490.00	2,364.60	5,675.00	5,185.00	91.36%
Uniforms	4269	885.65	536.67	1,728.96	2,683.35	6,440.00	4,711.04	73.15%
Utilities (Elec,Gas,Wtr,Sewer)	4271	42.79	304.17	235.24	1,520.85	3,650.00	3,414.76	93.55%
Vehicle (Gas and Oil)	4273	5,849.03	8,079.17	23,951.63	40,395.85	96,950.00	72,998.37	75.29%
<b>Total Materials and Supplies</b>		<u>15,428.87</u>	<u>30,989.00</u>	<u>86,063.10</u>	<u>154,895.00</u>	<u>371,818.00</u>	<u>285,754.90</u>	<u>76.85%</u>
<b>Contractual</b>								
Consulting/Professional	4325	4,463.55	4,133.33	5,463.55	20,666.65	49,600.00	44,136.45	88.98%
Forestry	4350	2,056.24	3,080.00	7,606.40	15,400.00	36,960.00	29,353.60	79.41%
Street Light Oper & Maint.	4359	4,372.67	7,850.00	22,822.43	39,250.00	94,200.00	71,377.57	75.77%
Mosquito Abatement	4365	0.00	0.00	40,887.00	20,000.00	40,887.00	0.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	0.00	0.00	9,589.00	0.00	33,435.00	23,846.00	71.32%
Drainage Projects	4374	4,837.75	0.00	19,537.69	34,500.00	34,500.00	14,962.31	43.36%
Tree Trim/Removal	4375	4,852.50	60,000.00	4,852.50	60,000.00	127,702.00	122,849.50	96.20%
Total Contractual		20,582.71	75,063.33	110,758.57	189,816.65	417,284.00	306,525.43	73.46%
Capital Outlay								
Reimb - Priv Dev Drain Proj	4377	0.00	0.00	850.00	0.00	0.00	(850.00)	0.00%
Equipment	4815	0.00	0.00	6,897.50	0.00	152,000.00	145,102.50	95.46%
Total Capital Outlay		0.00	0.00	7,747.50	0.00	152,000.00	144,252.50	94.90%
Total Expenditures		91,148.65	178,254.08	540,468.43	731,868.40	1,859,826.00	1,319,357.57	70.94%
Total		(91,148.65)	(178,254.08)	(540,468.43)	(731,868.40)	(1,859,826.00)	(1,319,357.57)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	34,850.11	32,615.00	177,048.58	179,383.00	423,999.00	246,950.42	58.24%
Salaries - Officers	4020	247,124.04	259,623.00	1,348,033.10	1,427,926.00	3,375,097.00	2,027,063.90	60.05%
Overtime	4030	36,663.16	39,154.00	154,845.47	215,347.00	509,000.00	354,154.53	69.57%
<b>Total Salaries</b>		<u>318,637.31</u>	<u>331,392.00</u>	<u>1,679,927.15</u>	<u>1,822,656.00</u>	<u>4,308,096.00</u>	<u>2,628,168.85</u>	<u>61.01%</u>
<b>Benefits</b>								
Social Security	4110	2,209.20	2,353.50	11,332.22	11,767.50	28,242.00	16,909.78	59.87%
Medicare	4111	3,896.62	4,583.33	20,800.80	22,916.65	55,000.00	34,199.20	62.18%
I.M.R.F.	4115	5,316.13	4,455.67	28,662.78	22,278.35	53,468.00	24,805.22	46.39%
Medical/Life Insurance	4120	37,065.84	42,134.50	183,996.76	210,672.50	505,614.00	321,617.24	63.60%
Police Pension	4130	465,683.36	241,295.00	1,037,764.55	241,295.00	1,082,589.00	44,824.45	4.14%
Supplemental Pensions	4135	3,485.10	4,400.00	19,168.05	22,000.00	52,800.00	33,631.95	63.69%
<b>Total Benefits</b>		<u>517,656.25</u>	<u>299,222.00</u>	<u>1,301,725.16</u>	<u>530,930.00</u>	<u>1,777,713.00</u>	<u>475,987.84</u>	<u>26.78%</u>
<b>Materials and Supplies</b>								
Animal Control	4201	0.00	125.00	0.00	625.00	1,500.00	1,500.00	100.00%
Auxiliary Police	4203	0.00	700.00	548.50	3,500.00	8,400.00	7,851.50	93.47%
Boards and Commissions	4205	2,220.08	3,416.67	2,220.08	17,083.35	41,000.00	38,779.92	94.58%
Dues and Subscriptions	4213	30.00	308.33	626.50	1,541.65	3,700.00	3,073.50	83.06%
Investigation and Equipment	4217	2,049.91	4,136.58	3,412.47	20,682.90	49,639.00	46,226.53	93.12%
Liability Insurance	4219	2,301.93	16,899.17	26,390.84	84,495.85	202,790.00	176,399.16	86.98%
Maintenance - Building	4223	0.00	0.00	100.00	0.00	0.00	(100.00)	0.00%
Maintenance - Equipment	4225	0.00	2,681.92	16,016.24	13,409.60	32,183.00	16,166.76	50.23%
Maintenance - Vehicles	4229	5,489.36	2,166.67	11,400.86	10,833.35	26,000.00	14,599.14	56.15%
Postage/Mailings	4233	1,020.00	341.67	2,123.05	1,708.35	4,100.00	1,976.95	48.21%
Printing and Forms	4235	0.00	375.00	0.00	1,875.00	4,500.00	4,500.00	100.00%
Public Relations	4239	651.79	1,229.17	1,952.53	6,145.85	14,750.00	12,797.47	86.76%
Rent - Equipment	4243	(58.38)	14,252.75	164,749.64	71,263.75	171,033.00	6,283.36	3.67%
Supplies - Office	4253	208.92	583.33	1,967.63	2,916.65	7,000.00	5,032.37	71.89%
Training and Education	4263	350.00	1,666.67	5,845.00	8,333.35	20,000.00	14,155.00	70.77%
Travel/Meetings	4265	112.47	733.33	1,190.83	3,666.65	8,800.00	7,609.17	86.46%
Telephone	4267	902.21	1,075.00	3,610.94	5,375.00	12,900.00	9,289.06	72.00%
Uniforms	4269	1,512.95	3,412.50	8,090.37	17,062.50	40,950.00	32,859.63	80.24%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	833.33	546.25	4,166.65	10,000.00	9,453.75	94.53%
Vehicle (Gas and Oil)	4273	10,961.26	11,386.42	43,924.29	56,932.10	136,637.00	92,712.71	67.85%
Total Materials and Supplies		27,752.50	66,323.51	294,716.02	331,617.55	795,882.00	501,165.98	62.97%
Contractual								
Consulting/Professional	4325	0.00	29,745.00	177,896.00	148,725.00	356,940.00	179,044.00	50.16%
Dumeg/Fiat/Child Center	4337	0.00	2,186.67	26,240.00	10,933.35	26,240.00	0.00	0.00%
Total Contractual		0.00	31,931.67	204,136.00	159,658.35	383,180.00	179,044.00	46.73%
Capital Outlay								
Equipment	4815	127.50	2,650.00	18,419.68	13,250.00	31,800.00	13,380.32	42.07%
Total Capital Outlay		127.50	2,650.00	18,419.68	13,250.00	31,800.00	13,380.32	42.08%
Total Expenditures		864,173.56	731,519.18	3,498,924.01	2,858,111.90	7,296,671.00	3,797,746.99	52.05%
Total		(864,173.56)	(731,519.18)	(3,498,924.01)	(2,858,111.90)	(7,296,671.00)	(3,797,746.99)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Liability Insurance	4219	0.00	275.00	0.00	1,375.00	3,300.00	3,300.00	100.00%
Maintenance - Equipment	4225	0.00	1,458.33	159.00	7,291.65	17,500.00	17,341.00	99.09%
Maintenance - Grounds	4227	539.00	2,666.67	14,252.58	13,333.35	32,000.00	17,747.42	55.46%
Utilities (Elec, Gas, Wtr, Sewer)	4271	506.46	208.33	2,954.89	1,041.65	2,500.00	(454.89)	(18.19)%
Total Materials and Supplies		<u>1,045.46</u>	<u>4,608.33</u>	<u>17,366.47</u>	<u>23,041.65</u>	<u>55,300.00</u>	<u>37,933.53</u>	<u>68.60%</u>
Total Expenditures		<u>1,045.46</u>	<u>4,608.33</u>	<u>17,366.47</u>	<u>23,041.65</u>	<u>55,300.00</u>	<u>37,933.53</u>	<u>68.60%</u>
Total		(1,045.46)	(4,608.33)	(17,366.47)	(23,041.65)	(55,300.00)	(37,933.53)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	31,556.82	35,042.00	225,406.65	192,731.00	455,542.00	230,135.35	50.51%
Overtime	4030	1,128.25	3,846.00	6,261.87	21,153.00	50,000.00	43,738.13	87.47%
<b>Total Salaries</b>		<u>32,685.07</u>	<u>38,888.00</u>	<u>231,668.52</u>	<u>213,884.00</u>	<u>505,542.00</u>	<u>273,873.48</u>	<u>54.17%</u>
<b>Benefits</b>								
Social Security	4110	1,909.86	2,650.00	13,788.92	14,574.00	34,444.00	20,655.08	59.96%
Medicare	4111	446.65	620.00	3,224.78	3,409.00	8,055.00	4,830.22	59.96%
I.M.R.F.	4115	3,234.77	5,206.00	16,975.18	28,632.00	67,672.00	50,696.82	74.91%
Medical/Life Insurance	4120	5,936.11	9,163.42	29,838.96	45,817.10	109,961.00	80,122.04	72.86%
Supplemental Pensions	4135	276.90	210.00	1,522.95	1,050.00	2,520.00	997.05	39.56%
<b>Total Benefits</b>		<u>11,804.29</u>	<u>17,849.42</u>	<u>65,350.79</u>	<u>93,482.10</u>	<u>222,652.00</u>	<u>157,301.21</u>	<u>70.65%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	185.20	11,063.42	1,787.27	55,317.10	132,761.00	130,973.73	98.65%
Maintenance - Building	4223	3,143.11	2,914.83	8,301.05	14,574.15	34,978.00	26,676.95	76.26%
Maintenance - Equipment	4225	691.18	1,283.33	9,682.30	6,416.65	15,400.00	5,717.70	37.12%
Maintenance - Water System	4231	5,850.88	10,808.33	25,122.89	54,041.65	129,700.00	104,577.11	80.63%
Postage/Mailings	4233	30.00	83.33	170.94	416.65	1,000.00	829.06	82.90%
Quality Control	4241	1,053.67	1,441.67	2,155.48	7,208.35	17,300.00	15,144.52	87.54%
Service Charge	4251	20,833.34	20,833.33	104,166.70	104,166.65	250,000.00	145,833.30	58.33%
Supplies - Operation	4255	0.00	530.00	40.30	2,650.00	6,360.00	6,319.70	99.36%
Training and Education	4263	0.00	295.33	210.00	1,476.65	3,544.00	3,334.00	94.07%
Telephone	4267	548.88	895.75	2,704.22	4,478.75	10,749.00	8,044.78	74.84%
Uniforms	4269	122.40	258.33	1,331.93	1,291.65	3,100.00	1,768.07	57.03%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,207.91	4,068.75	16,136.20	20,343.75	48,825.00	32,688.80	66.95%
Vehicle (Gas and Oil)	4273	2,373.28	1,645.83	8,581.73	8,229.15	19,750.00	11,168.27	56.54%
<b>Total Materials and Supplies</b>		<u>38,039.85</u>	<u>56,122.23</u>	<u>180,391.01</u>	<u>280,611.15</u>	<u>673,467.00</u>	<u>493,075.99</u>	<u>73.21%</u>
<b>Contractual</b>								
Audit	4320	0.00	5,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	2,500.00	1,083.33	2,562.50	5,416.65	13,000.00	10,437.50	80.28%
Leak Detection	4326	542.00	1,583.33	542.00	7,916.65	19,000.00	18,458.00	97.14%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	0.00	12,500.00	50,608.74	62,500.00	150,000.00	99,391.26	66.26%
DuPage Water Commission	4340	325,825.61	272,225.67	1,389,049.01	1,361,128.35	3,266,708.00	1,877,658.99	57.47%
Total Contractual		328,867.61	292,392.33	1,452,762.25	1,446,961.65	3,458,708.00	2,005,945.75	58.00%
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	500,000.00	500,000.00	500,000.00	0.00	0.00%
Total Other Charges		0.00	0.00	500,000.00	500,000.00	500,000.00	0.00	0.00%
Capital Outlay								
Equipment	4815	0.00	3,280.42	0.00	16,402.10	39,365.00	39,365.00	100.00%
Water Meter Purchases	4880	2,905.30	2,083.33	5,447.42	10,416.65	25,000.00	19,552.58	78.21%
Total Capital Outlay		2,905.30	5,363.75	5,447.42	26,818.75	64,365.00	58,917.58	91.54%
Debt Service								
Debt Retire	4905	0.00	0.00	67,954.38	67,954.38	305,908.00	237,953.62	77.78%
Debt Retire-Water Refunding	4950	2,178.00	0.00	26,030.58	0.00	0.00	(26,030.58)	0.00%
Total Debt Service		2,178.00	0.00	93,984.96	67,954.38	305,908.00	211,923.04	69.28%
Total Expenditures		416,480.12	410,615.73	2,529,604.95	2,629,712.03	5,730,642.00	3,201,037.05	55.86%
Total		(416,480.12)	(410,615.73)	(2,529,604.95)	(2,629,712.03)	(5,730,642.00)	(3,201,037.05)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	125,000.00	125,000.00	300,000.00	175,000.00	58.33%
Total Salaries		25,000.00	25,000.00	125,000.00	125,000.00	300,000.00	175,000.00	58.33%
Materials and Supplies								
Road Material	4245	1,205.28	2,780.00	7,184.69	13,900.00	33,360.00	26,175.31	78.46%
Salt	4249	41,431.65	15,000.00	41,431.65	75,000.00	180,000.00	138,568.35	76.98%
Supplies - Other	4257	235.00	1,250.00	4,095.23	6,250.00	15,000.00	10,904.77	72.69%
Pavement Striping	4261	8,168.12	0.00	8,168.12	0.00	8,500.00	331.88	3.90%
Total Materials and Supplies		51,040.05	19,030.00	60,879.69	95,150.00	236,860.00	175,980.31	74.30%
Total Expenditures		76,040.05	44,030.00	185,879.69	220,150.00	536,860.00	350,980.31	65.38%
Total		(76,040.05)	(44,030.00)	(185,879.69)	(220,150.00)	(536,860.00)	(350,980.31)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	208.33	1,846.50	1,041.65	2,500.00	653.50	26.14%
Maintenance Contracts	4362	0.00	116.67	0.00	583.35	1,400.00	1,400.00	100.00%
Contractual Services	4370	0.00	250.00	0.00	1,250.00	3,000.00	3,000.00	100.00%
Total Contractual		<u>0.00</u>	<u>575.00</u>	<u>1,846.50</u>	<u>2,875.00</u>	<u>6,900.00</u>	<u>5,053.50</u>	<u>73.24%</u>
Total Expenditures		<u>0.00</u>	<u>575.00</u>	<u>1,846.50</u>	<u>2,875.00</u>	<u>6,900.00</u>	<u>5,053.50</u>	<u>73.24%</u>
Total		0.00	(575.00)	(1,846.50)	(2,875.00)	(6,900.00)	(5,053.50)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Equipment	4815	0.00	0.00	0.00	53,500.00	53,500.00	53,500.00	100.00%
Scada System	4818	0.00	9,166.67	14,500.00	45,833.35	110,000.00	95,500.00	86.81%
Total Capital Outlay		0.00	9,166.67	14,500.00	99,333.35	163,500.00	149,000.00	91.13%
Total Expenditures		0.00	9,166.67	14,500.00	99,333.35	163,500.00	149,000.00	91.13%
Total		0.00	(9,166.67)	(14,500.00)	(99,333.35)	(163,500.00)	(149,000.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Other Charges								
Transfer to Other Funds	4605	92,860.00	0.00	92,860.00	0.00	0.00	(92,860.00)	0.00%
Total Other Charges		92,860.00	0.00	92,860.00	0.00	0.00	(92,860.00)	0.00%
Debt Service								
Principal	5000	107,140.00	0.00	107,140.00	0.00	0.00	(107,140.00)	0.00%
Total Debt Service		107,140.00	0.00	107,140.00	0.00	0.00	(107,140.00)	0.00%
Total Expenditures		200,000.00	0.00	200,000.00	0.00	0.00	(200,000.00)	0.00%
Total		(200,000.00)	0.00	(200,000.00)	0.00	0.00	200,000.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	0.00	52,277.50	0.00	0.00	(52,277.50)	0.00%
Total Contractual		0.00	0.00	52,277.50	0.00	0.00	(52,277.50)	0.00%
Capital Outlay								
Ditch Projects	4376	8,908.94	0.00	235,471.56	884,543.00	884,543.00	649,071.44	73.37%
Sidewalk Replacement Program	4380	0.00	67,630.00	18,347.29	67,630.00	67,630.00	49,282.71	72.87%
Residential Concrete Program	4381	0.00	0.00	36,969.06	0.00	0.00	(36,969.06)	0.00%
Crack Seal Program	4382	91,476.00	92,400.00	91,476.00	92,400.00	92,400.00	924.00	1.00%
Curb & Gutter Replacement Prog	4383	0.00	0.00	279,851.40	319,127.00	319,127.00	39,275.60	12.30%
Equipment	4815	6,902.89	0.00	17,304.07	108,000.00	135,600.00	118,295.93	87.23%
Street Reconstruction/Rehab	4855	377,010.75	0.00	1,571,473.15	1,506,250.00	1,506,250.00	(65,223.15)	(4.33)%
Street Recon Rehab-Reimb	4856	0.00	0.00	1,000.00	0.00	0.00	(1,000.00)	0.00%
Total Capital Outlay		484,298.58	160,030.00	2,251,892.53	2,977,950.00	3,005,550.00	753,657.47	25.08%
Debt Service								
Debt Retire	4905	0.00	0.00	36,096.88	100,000.00	202,194.00	166,097.12	82.14%
Debt Retire - Property	4945	0.00	0.00	428.00	0.00	0.00	(428.00)	0.00%
Total Debt Service		0.00	0.00	36,524.88	100,000.00	202,194.00	165,669.12	81.94%
Total Expenditures		484,298.58	160,030.00	2,340,694.91	3,077,950.00	3,207,744.00	867,049.09	27.03%
Total		(484,298.58)	(160,030.00)	(2,340,694.91)	(3,077,950.00)	(3,207,744.00)	(867,049.09)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 9/1/2012 Through 9/30/2012**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Contingency	4330	0.00	0.00	375.00	0.00	0.00	(375.00)	0.00%
Total Contractual		0.00	0.00	375.00	0.00	0.00	(375.00)	0.00%
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	52,000.00	52,000.00	496,802.00	444,802.00	89.53%
Total Debt Service		0.00	0.00	52,000.00	52,000.00	496,802.00	444,802.00	89.53%
Total Expenditures		0.00	0.00	52,375.00	52,000.00	496,802.00	444,427.00	89.46%
Total		0.00	0.00	(52,375.00)	(52,000.00)	(496,802.00)	(444,427.00)	0.00%

**CITY OF DARIEN -- CASH RESERVES**  
**September 30, 2012**

<b>FUND</b>	<b>FUND NAME</b>	<b>TOTAL</b>
01	General Fund	\$ 1,504,368.42
02	Water Fund	\$ 149,281.33
03	MFT Fund	\$ 207,305.28
05	Impact Fees Fund	\$ 13,112.13
10	Special Service Area Tax Fund	\$ 11,781.50
11	Drug Forfeiture Fund	\$ 5,812.76
12	Water Depreciation Fund	\$ 764,281.93
15	D.A.D.C. Fund	\$ 310,594.86
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 10,236.00
25	Capital Improvement Fund	\$ 4,521,547.71
35	Debt Service Fund	\$ 426,062.14
	<b>TOTAL</b>	<b>\$ 7,924,409.93</b>

*Prior Month Cash Balance*                      **\$ 7,885,146.79**

<b>Bank Accounts and Interest Rates</b>	<b>Account Balances</b>
Republic Bank Drug Forfeiture Account - 1.51%	\$ 11,841.70
Republic Bank Now Account - 1.51%	\$ 7,730,441.34
Republic Bank Operating Account	\$ 143,650.00
Republic Bank Payroll Account - Zero Balance Acct	\$ (14,306.08)
Illinois Funds Money Market Account - .125%	\$ 646.03
IMET Investment Fund - .34%	\$ 52,136.94
	<b><u>\$ 7,924,409.93</u></b>

Wells Fargo Collateral Statement    **Market Value**  
**\$ 9,404,997**

**AGENDA MEMO  
CITY COUNCIL  
October 15, 2012**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service such as Public Surplus, or disposed of:

	<b>Item</b>	<b>Model #/City #</b>	<b>Serial Number</b>
1.	Precor Treadmill	Model #C932	#00WWH03040009
2.	IBM Pentium 4 Think Center Computer		#8199FIUKCYY15K
3.	Dell Pentium 4 DWK 15 Computer	City Tag 337	#6HSW421
4.	Dell Compaq Computer	D2200	#MXL622012T
5.	Hewlett Packard Computer	D5150M	2UA525OL9Y
6.	Dell Dimension 4550 Computer	City Tag 330	
7.	Dell Dimension 4550 Computer	City Tag 332	
8.	Dell Dimension 4550 Computer	FGSW821	
9.	Dell Laptop PP04C Computer		#07X092-12961-2CC-3613
10.	Dell Laptop PP04C Computer		#07X092-12961-2CC-3629
11.	Dell Dimension 4700 Computer		#0X6252-70821-53B-G061
12.	Super Micro Server Computer		C74200610C00566
13.	Dell Monitor		
14.	Phillip 17" Monitor		
15.	View Sonic 19" Monitor		
16.	Planner 17" Monitor		
17.	Cisco Switch #25921829		#2520-2521
18.	Cisco 2900 DL		#3882A085
19.	IBM-2351622-5822-10 CJIS		#23-51622
20.	Cisco 2500 Router	2520-2521	#0168
21.	Moist Air MA 1201 Humidifier w/Filter	12 Gallon Capacity	
22.	Rowenta Commercial Garment Steamer	IS-8100	
23.	HP Laptop Compaq NX 9600		#CNF5401FV2
24.	HP Compaq DX 2200		#MXL6220194
25.	8- Old Keyboards-Letters worn off		
26.	10-Motorola MT1000 UHF Portable Radios w/Accsy. & Chargers		
27.	40-Motorola HT1000 UHF Portables W/Accys & Chargers		
28.	3-Motorola HT750 UHF Portables w/Accys & Chargers		
29.	4 foot Steel Computer rack – single.		

30	3-Dell Desktop Computers		
----	--------------------------	--	--

**STAFF/COMMITTEE RECOMMENDATION**

At their October 4, 2012, meeting, the Police Committee unanimously approved of the listed item above to be declared surplus property and be auctioned using Public Surplus or be disposed of.

**ALTERNATE CONSIDERATION**

Not approving this ordinance at this time would be an alternate consideration.

**DECISION MODE**

This item will be placed on the October 15, 2012, City Council Agenda for formal approval.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 15<sup>th</sup> DAY OF OCTOBER, 2012**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.**

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

	<b>Item</b>	<b>Model #/City #</b>	<b>Serial Number</b>
1.	Precor Treadmill	Model #C932	#00WWH03040009
2.	IBM Pentium 4 Think Center Computer		#8199FIUKCYY15K
3.	Dell Pentium 4 DWK 15 Computer	City Tag 337	#6HSW421
4.	Dell Compaq Computer	D2200	#MXL622012T
5.	Hewlett Packard Computer	D5150M	2UA525OL9Y
6.	Dell Dimension 4550 Computer	City Tag 330	
7.	Dell Dimension 4550 Computer	City Tag 332	
8.	Dell Dimension 4550 Computer	FGSW821	
9.	Dell Laptop PP04C Computer		#07X092-12961-2CC-3613
10.	Dell Laptop PP04C Computer		#07X092-12961-2CC-3629
11.	Dell Dimension 4700 Computer		#0X6252-70821-53B-G061
12.	Super Micro Server Computer		C74200610C00566
13.	Dell Monitor		
14.	Phillip 17" Monitor		
15.	View Sonic 19" Monitor		
16.	Planner 17" Monitor		
17.	Cisco Switch #25921829		#2520-2521
18.	Cisco 2900 DL		#3882A085
19.	IBM-2351622-5822-10 CJIS		#23-51622
20.	Cisco 2500 Router	2520-2521	#0168
21.	Moist Air MA 1201 Humidifier w/Filter	12 Gallon Capacity	
22.	Rowenta Commercial Garment Steamer	IS-8100	
23.	HP Laptop Compaq NX 9600		#CNF5401FV2

24.	HP Compaq DX 2200		#MXL6220194
25.	8- Old Keyboards-Letters worn off		
26.	10-Motorola MT1000 UHF Portable Radios w/Accsy. & Chargers		
27.	40-Motorola HT1000 UHF Portables W/Accys & Chargers		
28.	3-Motorola HT750 UHF Portables w/Accys & Chargers		
29.	4 foot Steel Computer rack – single.		
30	3-Dell Desktop Computers		

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Item will be auctioned using Public Surplus or disposing of said property.

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

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15th day of October, 2012.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15th day of October, 2012.

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

ATTEST:

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JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY

**AGENDA MEMO**

City Council

October 15, 2012

**Issue Statement**

Approval of an Ordinance reducing the number of Class K liquor licenses from four to three and eliminating the Class L liquor license designation.

**ORDINANCE****Background/History**

The City of Darien had four Class K liquor licenses available to be used in 2006. Since this time Salerno's has shut down operations and Aodake was approved for a different license. Recently the City of Darien received a request from Brooster's to serve beer and wine to patrons in their dining room. The Administrative/Finance Committee recommended allowing Brooster's to serve alcohol only in the dining room. Removing the additional license keeps other businesses from applying for and possibly obtaining the ability to sell alcohol.

The Class L liquor license was created for Wine Styles in 2006 to account for a unique business model in which wine was opened and served in a retail setting. Since this time Wine Styles has gone out of business. Since no other business requiring alcohol sampling and selling exists, staff recommends eliminating the designation. If another business wanted to open in the future, an ordinance could be prepared for the creation of a new designation that would fit the business at that time.

**Staff/Committee Recommendation**

The Administrative/Finance Committee recommends approving this ordinance.

**Alternate Consideration**

Not approving the ordinance would be an alternate consideration.

**Decision Mode**

This ordinance will be on the October 15, 2012, City Council agenda for formal consideration.

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE**

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

**THIS 15<sup>th</sup> DAY OF OCTOBER, 2012**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_day  
of \_\_\_\_\_, 2012.**

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE**

**SECTION 1: Section 3-3-7-11 of the Darien City Code, "Class K License," is hereby amended**

to provide as follows [deleted language stricken]:

**3-3-7-11: CLASS K LICENSE:**

(C) The number of class K licenses shall be ~~four(4)~~ three (3).

**SECTION 2:** Section 3-3-7-12 of the Darien City Code, "Class L License," is hereby deleted in its entirety.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 15<sup>th</sup> day of October, 2012.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 15<sup>th</sup> day of October, 2012.

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

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**

**City Council  
October 15, 2012**

**ISSUE STATEMENT**

Consideration of a resolution to authorize the City Administrator to purchase a camera system from Andromeda Technology Solutions for monitoring the Police Department building, booking room, holding cells, and interview rooms, and add four cameras to the system.

**RESOLUTION****BACKGROUND/HISTORY**

The camera system monitoring the Police Department building and grounds is approximately seven years old. Over the past eighteen months, the main operating console has required service and replacement parts four times costing \$2,005.50. This system is critical as it not only monitors the property but video tapes arrestees and suspects during the interview process. This video is often needed by the state's attorney to prosecute the offenders, so any problems with the system are high priority.

The current setup is an analog system, and the cameras themselves are still in great working order. Because we do not anticipate problems with the cameras or wiring, purchasing new DVRs is the most cost effective solution to maintain our current needs. These DVRs improve the process of downloading video to various types of media at specific employee computers. They are more specialized than other camera recording systems with the ability to watermark video, which keeps it from being modified. This is important for court proceedings to ensure video has not been tampered with. Additionally, four new cameras will be added to the system to allow for monitoring of the EOC, the armory, the command center, and the exercise room.

Some companies recommended moving to an IP surveillance system at this time. While staff believes this may be a good option in the future, it requires the replacement of working existing equipment that still has value. Staff recommends accepting the low cost proposal, Andromeda, which takes advantage of existing equipment while upgrading our capabilities to download and distribute video. There will also be a cost, between \$1,500 and \$2,000, for our IT company to provide new wiring to the server room to locate the DVRs. The more costly quotes listed were for the IP systems recommended by these companies. The new cameras will be IP cameras that are also able to operate on an analog system. There is \$27,600 budgeted for this project and the Municipal Services Security Camera system in line item 25-35-4815, which will come to the committee at a later date.

<b>Company</b>	<b>Quote</b>
Cipher Technology Solutions	\$31,849
Andromeda	\$7,162.04
Reliable	\$8,387
First Security Systems	\$17,536
Purchase From Internet Security Systems, Install by AIS	\$7,612.92
Chubb	\$18,560.09

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends purchasing this video equipment.

**ALTERNATE CONSIDERATION**

Not purchasing the camera system and continuing with repairs would be an additional consideration.

**DECISION MODE**

This item will be on the October 15, 2012 City Council meeting agenda.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PURCHASE A CAMERA SYSTEM FROM ANDROMEDA TECHNOLOGY SOLUTIONS FOR MONITORING THE POLICE DEPARTMENT BUILDING, BOOKING ROOM, HOLDING CELLS, AND INTERVIEW ROOMS, AND ADD FOUR CAMERAS TO THE SYSTEM**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS:** The City Administrator is hereby authorized to purchase a camera system from Andromeda Technology Solutions \$7,162.04 for monitoring the police department building, booking room, holding cells, and interview rooms, and add four cameras to the system, a copy of the contract of which is attached hereto as [Exhibit A](#).

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,**

**ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

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

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

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

**ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

**Andromeda Technology Solutions**

Phone: (815) 836-0030  
 Fax: (888) 389-9870  
 16624 West 159th Street, Suite 600  
 Lockport, IL 60441

**Quote**No.: **9252**

Date: 09/25/2012

Prepared for:  
 John Cooper  
 Darien Police Department  
 1710 Plainfield Road  
 Darien, IL 60561 U.S.A.

Prepared by: Patrick L. McDonald  
 Account No.: 5947  
 Phone: (630) 353-8359  
 Fax: (630) 971-4326

Qty.	Part Number	Description	UOM	Sell	Total
2		16 Channel Pro Series DVR 4TB - 16 Audio Ch.	EA	\$2,303.58	\$4,607.16
		<i>EasyNet Pro Series</i>			
		• 16-ch (480pps @ CIF)			
		• 16 Audio Input Channels			
		• H.264			
		• Real-time recording per channel			
		• Pentaplex functions			
		• Available in 1TB - 4TB HDD models			
		• Multiple monitor outputs			
		• DVR control methods: Front panel, IR Remote, Mouse, Keyboard (CK-1000)			
		• Built-in DVD burner or USB flashdrive file copy methods			
		• Multi-channel audio support			
		• Watermark			
		• Time synchronization between multiple DVRs			
		• Windows PC & Mac compatible VMS Pro			
		• Free EasyNet Touch mobile app			
		• Free DDNS Service			
2		Rackmount ears ED series	EA	\$52.67	\$105.34
4		Dome, Indoor Camera EasyView2 Hi-Res Ivory	EA	\$201.93	\$807.72
		<i>Specifications</i>			
		•SIE II DSP Chipset			
		•1/3" CCD Sensor			
		•700 TV Lines			
		•2.8~10mm, DC Auto Iris			
		•EZ-Coax Optional			
		•12VDC/24VAC Dual Voltage			
600		Camera Video Cable, RG59, Siamese Video with 18g Power Pair	FT	\$0.37	\$222.00
8		BNC Video Connector, BNC RG-59 Crimp Pin and Sleeve	BOX	\$1.79	\$14.32
5.00		Remove existing DVR's. Install new DVR's and setup on network. Setup remote viewing software on select PC's. Train users on operation of unit.	HR	\$110.00	\$550.00
7.00		Mount cameras and sight new cameras. Add new cameras to recording system.	HR	\$110.00	\$770.00
0.00		Repoint and focus Sallyport entrance camera.	HR	\$110.00	\$0.00

**Cost to add additional camera in prisoner drop off room \$450**

**The above camera system is covered under the 3 year manufactures parts warranty, except where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, lightning or other natural disaster),**

**Quote**No.: **9252**

Date: 09/25/2012

Qty.	Part Number	Description	UOM	Sell	Total
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war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalizations, government sanction, blockage, embargo, labor dispute, strike, lockout. Also not covered are failures due to misuse, neglect or abuse.

<b>Your Price:</b>	<b>\$7,076.54</b>
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Freight:	\$85.50
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<b>SubTotal:</b>	<b>\$7,162.04</b>
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<b>Total:</b>	<b>\$7,162.04</b>
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Prices are firm until 10/24/2012 Terms: Due on Receipt

**Quoted by:** Patrick L. McDonald, PatM@wenetwork.com

**Date:** 9/25/2012

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disclaimer**

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ANY ADDITIONAL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED. Andromeda Technology Solutions does not provide a warranty on purchased hardware (parts or entire computers) or software. The original manufacturer's warranty applies to parts or warranty service. Any work done by Andromeda is billable, even if the unit is still covered under the original manufacturer's warranty. This billable work may include, but is not limited to, debugging of hardware or software problems and removing/replacing a piece of hardware supplied by the manufacturer. (The replacement part may be provided free of charge by the manufacturer.) This holds true even if the hardware is covered under an on-site replacement warranty.

For any new devices (telephones, access points, computers etc) that require additional wiring (including network and telephone patch cables, surge protectors, etc), the work will be billed Time & Materials at our standard rates (unless that wiring is specifically covered in a line item above.) For any existing building wiring that is not station-to-station, does not follow standard color coding, or is below needed specifications, any additional work that is incurred will be billed Time & Materials at our standard rates.

Please Sign above and fax back to (888) 389-9870 (or Email to your account manager) to accept this quotation. For new customers, or existing customers with quotations over \$2,000, a 50% payment will be required before any hardware is ordered. The balance will be due 25% upon hardware delivery and the final 25% due upon completion of the job.

**IMPORTANT:** You agree that you have reviewed the terms and conditions of the Services Agreement located at [www.WeNetwork.com/agree.htm](http://www.WeNetwork.com/agree.htm) and that your purchase is subject to these terms and conditions. By signing this quotation you are subject to the terms of the agreement.

**AGENDA MEMO**  
**City Council**  
**October 15, 2012**

**ISSUE STATEMENT**

-  
A resolution authorizing the City Administrator to enter into an agreement with Wireless Internetworks LLC to add equipment to the tower located at 1041 S. Frontage Road.

-  
**RESOLUTION**

**BACKGROUND/HISTORY**

The City of Darien received a tower from the University of Chicago approximately two decades ago and has allowed other public entities and private communication companies to lease space on the tower. Staff has been in contact with a site acquisition company, Communication Infrastructure Corporation, which locates companies and sites to upgrade the performance of wireless networks. Communication Infrastructure Corporation has identified two clients willing to meet the terms of the agreement between the City of Darien and General Communications for locating equipment earlier this year, which provides for a \$25,000 capital contribution and \$4,000 per month to install equipment on the tower.

With the additional equipment on the tower, a structural analysis was performed and upgrades to the tower will need to be completed before the equipment can be located. The two companies have agreed with each other to split these costs, but in the event the second company does not gain City Council approval, Wireless Internetworks LLC will complete the upgrades on their own. All building permit guidelines will need to be followed before the equipment is placed on the tower. The second contract with a wireless provider is expected to be ready for review at the November Administrative/Finance Committee meeting.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends approval.

**ALTERNATE CONSIDERATION**

Not approving the contract would be an alternate consideration.

**A RESOLUTION AUTHORIZING THE CITY ADMINISRATOR TO ENTER INTO AN AGREEMENT WITH WIRELESS INTERNETWORKS LLC TO SUPPLY SPACE ON THE TOWER AT 1041 S. FRONTAGE ROAD**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the City Administrator is authorized to enter into an agreement with Wireless Internetworks LLC to supply space on the tower at 1041 S. Frontage Road, a copy of which is attached hereto as [Exhibit A](#).

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

Site Name: Darien DPW  
Site Number:

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "**Landlord**") and , Wireless Internetworks LLC, a Delaware limited liability company, having a mailing address of 545 Madison Avenue, 15<sup>th</sup> Floor, New York, New York, 10022 (hereinafter referred to as "**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, improved with a communications tower (the "Tower"), together with all rights and privileges arising in connection therewith, located at 1041 South Frontage Road, in the City of Darien, in the County of DuPage, State of Illinois 60561 as more fully described on **Exhibit 1** (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. **PREMISES.**

(a) Landlord hereby leases to Tenant a portion of the Property consisting of: (i) ground area space of approximately 12 square feet for Tenant's equipment shelter ("Equipment Space") and

(ii) vertical space on the Tower ("Antenna Space"), together with such easements as are necessary for installation, operation and maintenance of Tenant's antennas as described on attached **Exhibit 2** ; and

(iii) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as "**Connections**"). Landlord agrees that Tenant shall have the right to install Connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the non-exclusive right for ingress and egress to the Premises (as hereinafter defined), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over such portion of the Premises as may be designated by the Landlord extending from the nearest public right-of-way to the Premises, together with the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, Connections, Access, and Right-of-Way are hereinafter collectively referred to as the "**Premises**."

(b) During the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the

Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition on the date of this Agreement, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) If during the term of this Agreement Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property which includes (without limitation) the remainder of the Tower) or in the event of foreclosure, Landlord shall promptly notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Term of this Agreement Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or, materially limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of Tenant's communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises for the transmission and reception of Tenant's communications signals (collectively, the "**Communication Facility**") as depicted on **Exhibit 2** attached hereto, as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**") provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on **Exhibit 2**. If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on **Exhibit 2**. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, and Landlord does not require such additional portion of the Property for Landlord's own purposes, Landlord agrees to lease to Tenant

the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial lease term will be three (3) years ("Initial Term"), commencing on January 1, 2012 ("Commencement Date").

(b) This Agreement will automatically renew for four (4) additional three (3) year term(s), (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

(d) If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement with monthly rent equal to One Hundred Fifty percent (150%) of the then current rent amount.

**4. RENT.**

(a) Commencing on the Commencement Date, Tenant will pay the Landlord a monthly rental payment of four thousand and No/100 Dollars (\$4,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by six (6%) over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) Within 30 days after the Commencement Date, Tenant agrees to pay to Landlord, as a one-time capital contribution, the amount of \$25,000, which shall compensate Landlord for Tower maintenance related costs.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant or if Tenant reasonably determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant upon written notice to Landlord for any reason at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b) Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Severability, 19 Condemnation or 20 Casualty of this Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Tenant's operations.

(b) Tenant shall have the right to self-insure with respect to any of the above insurance requirements.

(c) Landlord agrees that at its own cost and expense, Landlord will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence, or will maintain adequate self-insurance against such occurrences.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant further warrants that it will operate, keep and maintain the Communication Facility at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Tenant further agrees to cooperate with other authorized users of the Property to identify and eliminate interference problems, and Tenant agrees to cooperate with Landlord and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of the Property, if such use may materially adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way that materially interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

(d) The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, to the best of Landlord's knowledge, the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in, or on the Property. Tenant represents and warrants that it will not store, use or release hazardous substances on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party. Landlord acknowledges and agrees that Tenant shall have no liability for any hazardous substances located on the Premises or the Property or any environmental or other conditions on or affecting the Property as of the date of this Agreement.

(c) The indemnifications of this Paragraph 11 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Upon Tenant's request, Landlord will execute a separate recordable easement

evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) The Landlord reserves the right to perform maintenance on the Tower, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with one hundred twenty (120) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. Tenant's installation, operation and maintenance of the Communication Facility on the Premises shall not

damage nor unreasonably interfere with the Landlord's operation, use, repair and maintenance of the Tower for its intended purpose.

(d) Landlord covenants that it will keep the Tower in good repair as required by all applicable laws. Landlord shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the Landlord fails to make repairs required for compliance with FCC regulations, the Tenant may make the repairs and the costs thereof shall be payable to the Tenant by the Landlord on demand; provided, however, Tenant has first complied with the default and right to cure provision of Paragraph 15 of this Agreement. If the Landlord does not make payment to the Tenant within ten (10) days after such demand, the Tenant shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Tenant to the Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord by Tenant.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer this Agreement, without the approval or consent of Landlord, to Tenant's parent, affiliates, subsidiaries of its parent or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord's consent, which consent shall not to be unreasonably withheld, conditioned or delayed. Tenant may not sublease the Premises without the approval and consent of Landlord.

**17. NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant:

If to Landlord:           City of Darien  
                                  Attn: City Administrator  
                                  1702 Plainfield Road  
                                  Darien, Illinois 60561

Either party hereto may change the place for the giving of notice to it by thirty (30) days written notice to the other as provided herein.

- (b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord
- (i) a. Old deed to Property
  - b. New deed to Property
  - c. Bill of Sale or Transfer
  - d. Copy of current Tax Bill
  - e. New W-9
  - f. New Payment Direction Form
  - g. Full contact information for new Landlord including all phone numbers

**18. SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

**19. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**20. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Tower is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then either Tenant or Landlord may terminate this Agreement by providing written notice to the other party within sixty (60) days from the date of such damage or destruction, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord undertakes to rebuild the Tower or if Tenant undertakes to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent for: (i) three (3) months from the date of such damage or destruction, or (ii) until such time as Tenant is able to activate a replacement transmission facility at another location or (iii) until the reconstruction of the Communication Facility is completed, whichever occurs first. If this Agreement has not been terminated and Landlord is undertaking the reconstruction of the Tower, Landlord agrees to use its reasonable efforts to permit Tenant to place

temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Tower is completed.

**21. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**22. TAXES.**

(a) Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be solely responsible for and shall timely pay all personal property taxes levied and assessed against it or its personal property and all real property taxes levied and assessed against Tenant's leasehold interest in the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for the year covered by the assessment. Tenant shall reimburse the Landlord for Tenant's proportionate share of the real estate taxes, upon timely receipt of a copy of the tax bill and request for reimbursement from the Landlord. For purposes herein, Tenant's proportionate share shall be determined based upon the square footage of the Premises (excluding therefrom any unassessed square footage used by Tenant, e.g., the rooftop) relative to taxable portion of Landlord's entire parcel of real estate (using, in the case of building space, the net usable square footage of the building, and in the case of leased land, the unimproved portion of Landlord's real estate (including parking areas)); provided, however, that if such method results in an inequitable allocation of taxes to Tenant, in Tenant's reasonable opinion, the parties shall mutually agree upon a methodology for equitably allocating Tenant's proportionate share of taxes.. At the request of either party, the other shall provide evidence of payment of taxes and Tenant shall have the right to audit Landlord's books and records relating to taxes..

(b) Tenant shall have the right to contest all taxes, assessments, charges and impositions assessed against its personal property or improvements, and Landlord agrees to join in such contest, if required by law, and to permit the Tenant to proceed with the contest in Landlord's name, provided that the expense of the contest is borne by Tenant. This right shall include the ability to institute any legal, regulatory, or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. If the Landlord initiates an action to contest taxes or other items, Tenant may join in such action provided that Tenant pays its own expenses of so participating. Landlord shall, within thirty (30) days of receipt of notice of any increase in taxes, assessments or other charges, send a copy of such notice by certified mail, return receipt requested, to Tenant. If Landlord fails to give Tenant such notice as set forth above, Landlord will be responsible for payment of any increases and Tenant shall have the option to pay the same and deduct such payment from Rent or any other sums next due.

**23. SALE OF PROPERTY.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell or lease any areas of the Property or for the installation, operation or maintenance of other specific wireless communications facilities if such installation, operation or maintenance would materially interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole

discretion, any such testing to be at the expenses of Landlord or Landlord's prospective purchaser, and not Tenant. Any such testing shall be performed within thirty (30) days of notice from Landlord of its intent to sell or lease any part of the property for installation of other wireless telecommunications facilities. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant or in violation of FCC technical requirements, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 23 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

#### **24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii)

there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as an Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to effective as of the last date written below.

**WITNESSES:**

**"LANDLORD"**

\_\_\_\_\_

The City of Darien, an Illinois corporation

Print Name: \_\_\_\_\_

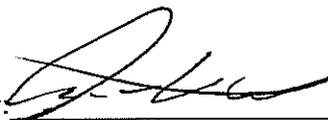
By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**"TENANT"**

By:  \_\_\_\_\_

Name: Ari M Rubenstein

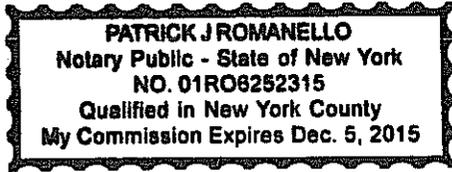
Title: Managing Partner

Date: 10/02/2012

**TENANT ACKNOWLEDGMENT**

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 2nd day of October, 2012, before me personally appeared Ari M. Rubenstein, and acknowledged under oath that he/she is the Managing Partner of Wireless Internetwork, LLC the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Patrick J. Romanello  
Notary Public: New York  
My Commission Expires: 12/05/2015

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF THE PROPERTY**

to the Agreement dated October 2nd, 2012, by and between The City of Darien, an Illinois corporation, as Landlord, and Wireless Internetwork, LLC, as Tenant.

The Property is described and/or depicted as follows:

**EXHIBIT 2**

**DESCRIPTION OF PREMISES**

to the Agreement dated October 2nd, 2012, by and between The City of Darien, an Illinois corporation, as Landlord, and Wireless Internetwork, LLC, as Tenant.

The Premises are described and/or depicted as follows:

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

  
\_\_\_\_\_  
Print Name: Gregory V. Pastorelli

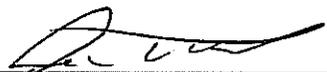
  
\_\_\_\_\_  
Print Name: IAN Kelly

**"LANDLORD"**

The City of Darien, an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

By:   
\_\_\_\_\_  
Print Name: Ari M. Rubenstein  
Its: Managing Partner  
Date: October 2nd .2012

**TENANT ACKNOWLEDGMENT**

STATE OF New York )  
 ) ss:  
COUNTY OF New York )

On the 2nd day of October, 2010, before me personally appeared Ari M Rubenstein, and acknowledged under oath that he/she is the Managing Partner of Wireless Internetwork, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Patrick J Romanello  
Notary Public: New York  
My Commission Expires: 12/05/2015

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2010 before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AGENDA MEMO**

City Council  
October 15, 2012

**Issue Statement**

Approval of tax levy determination for general and special purposes for Fiscal Year 2012-2013.

**DRAFT ORDINANCE****Background/History**

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the levy is more than 105% of the preceding year. Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. Nonetheless, we have approached the process this year with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund). Based on staff anticipating that assessed valuation will decrease city wide the tax rate will increase.

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request. The council could also choose to levy a higher amount.

The attached ordinance requests a general corporate purpose (general fund) and special corporate levy (police pension fund) of \$1,617,850 which represents a 0% increase over this year's non-bond extension of \$1,617,850. Since we anticipate a decrease in the assessed valuation city wide the tax rate may increase slightly, however property owners will pay the same total amount they paid last year. I determined the levy for the police pension fund based on the actuary report conducted on the Police Pension Fund.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2012 levy amount to pay for the principal and interest on these bonds totals \$1,000,302. Lastly, any abatement will be presented in conjunction with our budget review.

**Staff/Committee Recommendation**

The Administrative/Finance Committee and Staff recommends approval of the levy determination and ordinances which:

- Set the City's 2012 general property tax levy and special corporate tax levy (police pension fund) at \$1,617,850
- Set the City's 2012 Special Service Area I property tax levy at \$5,000

**Alternate Consideration**

Levy different amounts.

**Decision Mode**

The tax levy determination will be on the October 15<sup>th</sup>, 2012 Council meeting for formal consideration.

This final ordinance will be on the December 3, 2012, City Council agenda for formal consideration.

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013,  
FOR THE CITY OF DARIEN, ILLINOIS**

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

**THIS 3<sup>rd</sup> DAY OF DECEMBER, 2012**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of December, 2012.**

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

**AN ORDINANCE LEVYING TAXES FOR  
GENERAL AND SPECIAL CORPORATE PURPOSES  
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2012,  
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2013,  
FOR THE CITY OF DARIEN, ILLINOIS**

**WHEREAS**, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2012, and ending on April 30, 2013, and which has been duly published.

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

**SECTION 1:** A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2012, and ending on the Thirtieth day of April, 2013.

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

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u>			
For Salaries/Wages	629,693	629,693	0
For Dept. Expenses	348,974	348,974	0
<u>For Police Department:</u>			
For Salaries/Wages	6,085,809	5,583,241	502,568
For Dept. Expenses	1,210,862	1,210,862	0
<u>For Community Development Department:</u>			
For Salaries/Wages	375,270	375,270	0
For Dept. Expenses	136,687	136,687	0
<u>For Public Works Department:</u>			
For Salaries/Wages	918,723	918,723	0
Other Dept. Expenses	941,102	941,102	0
<b>Total Amount Levied for General Corporate Purposes</b>			<b><u>502,568</u></b>
Police Pension Fund.....		1,115,282 =	1,115,282
2006G.O. Bond Issue- Water System .....		195,057 =	195,057
2012G.O. Refunding Bond- Water System....		103,699 =	103,699
2007 B G.O. Bonds		498,400 =	498,400
2008 G.O. Bond- Capital Projects		202,320 =	202,320
<b>Total Amount Levied for Special Corporate Purposes &amp; Debt</b>			<b><u>2,115,584</u></b>
<b>TOTAL TAX LEVY FOR ALL FUNDS</b>			<b><u>\$2,618,152</u></b>

**SECTION 2:** The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

**SECTION 3:** If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

**SECTION 4:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

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

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number \_\_\_\_\_ of the City of Darien, Illinois.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3rd day of December, 2012.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3rd day of December, 2012.

ATTEST: \_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**October 15, 2012**

**ISSUE STATEMENT**

A resolution authorizing the destruction of audio recordings of closed executive session minutes.

**RESOLUTION**

**BACKGROUND HISTORY**

The Open Meetings Act requires governmental bodies to maintain verbatim record of closed meetings for eighteen months. After eighteen months, the recordings can be destroyed if the minutes are approved and the governmental body approves of the destruction of the tapes. If this resolution is approved, the audio tapes from the meetings of January 16, 2006, February 21, 2006, March 6, 2006, April 17, 2006, May 15, 2006, June 5, 2006, June 19, 2006, August 21, 2006, September 5, 2006, October 16, 2006, November 6, 2006, November 20, 2006, January 8, 2007, January 15, 2007, February 5, 2007, February 2, 2009, March 2, 2009, May 18, 2009, June 15, 2009, July 20, 2009, September 8, 2009, October 5, 2009, October 19, 2009, November 2, 2009, December 7, 2009, May 3, 2010, May 17, 2010, June 7, 2010 and October 4, 2010.

None of these tapes has ever been requested by a member of the public.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends approving the resolution.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not approve the resolution at this time.

**A RESOLUTION AUTHORIZING THE DESTRUCTION OF AUDIO RECORDINGS  
OF CLOSED EXECUTIVE SESSION MEETINGS**

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

**WHEREAS**, the Open Meetings Act requires governmental bodies to record closed meetings; and

**WHEREAS**, the City of Darien has complied with that requirement; and

**WHEREAS**, the Open Meetings Act permits governmental bodies to destroy the verbatim record of closed meetings without notification to or the approval of a Records Commission or the State Archivist not less than eighteen (18) months after the completion of the meeting recorded, but only after:

1. It approved the destruction of a particular recording; and
2. It approved written minutes of the closed meeting.

**WHEREAS**, for the verbatim record by tape of the meeting(s) set forth in Section 1 of this Resolution, at least eighteen (18) months have passed since the completion of those meetings, and this governmental body has approved written minutes for each of the meetings set forth in Section 1.

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

**SECTION 1:** Based upon the statements made within this resolution, the City hereby orders the destruction of the verbatim record being audio tapes of the following closed Executive Session meetings:

01/16/06	02/21/06	03/06/06	04/17/06	05/15/06	06/05/06
06/19/06	08/21/06	09/05/06	10/16/06	11/06/06	11/20/06
01/08/07	01/15/07	02/05/07			
02/02/09	03/02/09	05/18/09	06/15/09	07/20/09	09/08/09
10/05/09	10/19/09	11/02/09	12/07/09		
05/03/10	05/17/10	06/07/10	10/04/10		

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,**

**ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

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

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

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

**ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**

**City Council  
October 15, 2012**

**ISSUE STATEMENT**

Approval of a resolution rescinding Resolution R-64-12 and authorizing the purchase of one new 2012 Ford F-250 Pick-Up, from Morrow Brothers Ford, Inc. in the amount of \$22,169.00.

**RESOLUTION****BACKGROUND/HISTORY**

On August 6, 2012 the City Council authorized staff to purchase one new 2012 Ford F-150 Pick-Up, from Morrow Brothers Ford, Inc. in the amount of \$22,604.00, see [Attachment A](#). The City staff had submitted the order on August 7, 2012 and on October 2, 2012 we were notified that Ford had stopped taking orders on June 22, 2012, see [Attachment B](#). The joint purchasing contract stated that the contract was in effect until September 15, 2012. Unfortunately, the Ford Motor Company has direct control on model year cutoff dates or extensions. Due to illness and the paperwork being “buried” Morrow Brothers had not contacted us until October 2, 2012.

Morrow Brothers has forwarded Staff a truck that meets the original request, excluding the sliding rear window. The proposed truck is a Ford F-250 and has the truck located on their lot. Morrow Brothers was also the awarded State joint purchasing vendor, for the F-250 and that contract also recently expired. The cost for the F-250 is \$22,169 a decrease in cost of \$435, see [Attachment C](#).

Below is the revised expenditure from the following line account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 12-13 BUDGET</b>	<b>APPROVED EXPENDITURE AUGUST 6, 2012 RESOLUTION NO R-64-12</b>	<b>REVISED EXPENDITURE</b>	<b>REVISED BALANCE</b>
01-30-4815	CAPITAL PURCHASES TRUCK REPL UNIT 600	\$25,000.00	\$ 22,604.00	\$ 22,169.00	\$ 2,831.00
01-30-4815	CAPITAL PURCHASES TRUCK DECALS	N/A	\$ 600.00	\$ 600.00	\$ 2,231.00

**STAFF/COMMITTEE RECOMMENDATION**

This item has not been reviewed by a Committee and is being forwarded to the City Council under New Business. Staff recommends approval of a resolution authorizing the purchase of one new 2012 Ford F-250 Pick-Up, from Morrow Brothers Ford, Inc. in the amount of \$22,169.00.

**ALTERNATE DECISION**

Not authorizing the purchase.

**DECISION MODE**

This item will be placed on the October 15, 2012 City Council agenda, New Business, for formal consideration.

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

**A RESOLUTION RESCINDING RESOLUTION R-64-12 AND AUTHORIZING THE PURCHASE OF ONE (1) NEW 2012 FORD F-250 PICK-UP FROM MORROW BROTHERS FORD, INC. IN THE AMOUNT OF \$22,169.00**

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

**SECTION 1:** The City Council of the City of Darien does hereby rescind Resolution R-64-12 and authorize the purchase of one (1) new 2012 Ford F-250 Pick-Up from Morrow Brothers Ford, Inc. in the amount of \$22,169.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of October, 2012.

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

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044  
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

October 3, 2012

City of Darien  
C/O – Daniel Gombac

**2012 Ford F250 4 x 2 Pickup Regular Cab w/8' Bed**

- Oxford White (Z1)
- Cloth 40/20/40 Split Bench
- Full Length Black Cab Steps
- Engine Block Heater
- Integrated Trailer Brake Controller
- Factory Up-Fitter Switches
- Cruise Control/Tilt Wheel
- Daytime Running Lights
- Manual Telescoping Trailer Tow Mirrors
- Back Up Alarm
- Spray-In Bed Liner
- Rust Proof and Undercoating
- Fire Extinguisher w/Mount
- Extra Key
- New License and Title
- Delivery
- WHELEN 4 Corner LED Vertex Kit
- WHELEN Responder LP LED Mini Bar
- WHELEN LED Traffic Advisor
- Trac Rack Glass Protector
- TOTAL \$22169.00**

Richie Morrow Wellenkamp, Vice President/Fleet Manager  
Morrow Brothers Ford, Inc.

ATTN: DAN GOMBAC

**STATE OF ILLINOIS JOINT PURCHASE  
CONTRACT # 4015998  
2012 FORD F-250/350 TRUCKS**

ORDERING AGENCY: DARIEN TRUCK#600

CONTACT PERSON: KRISTHOM CELL # 630-514-3453

FORD FLEET # \_\_\_\_\_ PURCHASE ORDER# \_\_\_\_\_

QUANTITY 1 COST EACH \$ 22169.00

ADDRESS: 1702 Plainfield Road

CITY: Darien

ZIP: 60561 TAX EXEMPT #: E9997-4487-06

PHONE: 630-852-5000 FAX: 630-852-4709

TOTAL ORDER COST \$ 22169.00

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PLEASE MAIL ORDER TO:  
MORROW BROTHERS FORD INC.  
RR 2 BOX 120  
GREENFIELD, IL 62044

FAX ORDERS TO:  
1-217-368-3517  
EMAIL ORDERS TO:  
[r-wellen@dealeremail.com](mailto:r-wellen@dealeremail.com)

**\*QUESTIONS PLEASE CALL 1-217-368-3037 ASK FOR RICHIE\***

**PLEASE SUMMIT THIS SIGNED FORM WITH ORDER**

**\*PAYMENT DUE UPON DELIVERY\***

## MAJOR STANDARD EQUIPMENT

- Engine- 6.2L 2-Valve SOHC EFI Modular V8 Gas Flex Fuel
- Transmission- Torq Shift 6-SPEED Automatic
- Diesel Engine Battery- Dual 750 CCA
- Gas Engine Battery- Single 650 CCA
- Heavy Duty 155 Amp Alternator
- Brakes- Power 4-Wheel Anti-Lock Braking System (ABS)
- Shock Absorbers- Heavy Duty Gas
- Stabilizer Bar- Front
- Steering- Power
- Tire Pressure Monitoring System (TPMS)
- Trailer Tow Package- 7-wire harness w/relays, 7/4 pin connector, 12,500lb trailer hitch receiver (Factory Hitch N/A w/Chassis)
- Glass- Solar Tinted
- Cargo Area Box Light
- Pickup Box- Partitionable & Stackable
- Spare Tire, Wheel, Lock and Frame Mounted Carrier
- 3<sup>rd</sup> Stop Light- High Mounted
- Tailgate- Removable w/Key Lock
- Tie Down Hooks- Pickup Box (Four w/6 ¾' box; Six w/8' box)
- Tow Hooks- (2) Front
- Dome Lamp
- 40/20/40 Split Vinyl Bench Seat
- Grab Handles- Driver and Front Passenger
- Headliner- Cloth
- Instrument Panel- Color Coordinated w/Glove Box, 4 Air Registers w/Positive Shutoff, Power Point
- Instrumentation- Multifunction switch Message Center
- Power Point, Auxiliary
- Windshield Wipers- Interval Control
- Dual Front Air Bags  
 -Passenger Side Deactivation Switch (Regular Cab and Super Cab Only)  
 \*Side Air Bag/Curtain\*  
 \*May Delete for Credit
- Safety Belts
- Air Conditioning
- AM/FM Stereo w/Clock
- Dual Beam Halogen Headlamps
- Black Manual Fold Away Side Mirrors
- Engine Compartment Light
- Black Painted Front/Rear Bumpers
- (5) LT245/75R/17E All Season Tires
- Spare Tire Optional on Chassis Cab

**2012 FORD F-250 SUPER DUTY PICK-UP CONFIGURATIONS**

- F-250 4x2 Pick-Up Regular Cab w/8' Bed.....\$16,830.00
- F-250 4x2 Pick-Up Super Cab w/6 ½ Bed and ¼ Doors.....\$1,810.00
- F-250 4x2 Pick-Up Super Cab w/8' Bed and ¼ Doors.....\$1,980.00
- F-250 4x2 Pick-Up Crew Cab w/6 ½ Bed and 4 Full Doors.....\$3,380.00
- F-250 4x2 Pick-Up Crew Cab w/8' Bed and 4 Full Doors.....\$3,570.00
- 4x4 for Regular Cab or Super Cab.....\$2,630.00
- 4x4 for Crew Cab.....\$2,780.00

**2012 FORD F-350 SUPER DUTY PICK-UP CONFIGURATIONS**

- F-350 4x2 Pick-Up Regular Cab w/8' Bed.....\$17,440.00
- F-350 4x2 Super Cab w/6 ½ Bed and ¼ Doors.....\$2,140.00
- F-350 4x2 Super Cab w/8' Bed and ¼ Doors.....\$2,305.00
- F-350 4x2 Crew Cab w/6 ½ Bed and 4 Full Doors.....\$3,210.00
- F-350 4x2 Crew Cab w/8' Bed and 4 Full Doors.....\$3,570.00
- 4x4 for Regular Cab or Super Cab.....\$2,630.00
- 4x4 for Crew Cab.....\$2,780.00
- Dual Rear Wheel w/Factory 8' Pick-Up Box.....\$1,680.00

**2012 FORD SUPER DUTY CAB CHASSIS CONFIGURATIONS**

- F-350 4x2 Regular Cab Chassis 60" CA DRW 13,000 GVWR.....\$19,380.00
- 4x4 for F-350 Cab Chassis Regular Cab, Super Cab, and Crew Cab.....\$2,680.00
- F-450 4x2 Regular Cab Chassis 60" CA DRW 16,500 GVWR V-10 ENGINE...\$24,980.00
- 4x4 for F-450 Regular Cab, Super Cab, and Crew Cab.....\$3,280.00
- F-550 4x2 Regular Cab Chassis 60" CA DRW 18,000 GVWR V-10 ENGINE...\$25,865.00
- 4x4 for F-550 Regular Cab, Super Cab, and Crew Cab.....\$3,280.00
- F-350/F-450/F-550 Super Cab with ¼ Doors.....\$2,270.00
- F-350/F-450/F-550 Crew Cab with 4 Full Doors.....\$3,190.00
- 84" Cab to Axle.....\$250.00
- 19,500# GVWR PKG. **F-550 OPTION ONLY**.....\$1,150.00

**POWERTRAIN OPTIONS**

- CNG/LPG Fuel Capable Engine.....\$325.00
- 6.7L V-8 Turbo Diesel Engine.....\$6,505.00\*  
\*REQUIRES TELESCOPING TRAILER TOW MIRRORS\*
- Transmission PTO Provision, Diesel Engine Only.....\$280.00
- Limited Slip Rear Axle.....\$330.00

**TIRE/WHEEL OPTIONS**

- LT245/75/RX17E BSW All Terrain.....\$135.00
- LT265/70/RX17E OWL All Terrain.....\*\*\$475.00
- 17" Cast Aluminum Wheels.....\$590.00
- LT275/70/RX18E BSW All Terrain Increases GVWR.....F-350 SRW ONLY.....\*\*\$570.00
- LT225/70/RX19.5G BSW Traction.....F-450/550 ONLY.....\$195.00
- Spare Tire and Wheel for Chassis Cabs.....\$360.00  
**\*\*RECOMMENED FOR SNOW AND MUD ENVIROMENTS\*\***

**EXTERIOR COLOR OPTIONS**

- Dark Blue Pearl Metallic.....DX
- Vermillion Red.....F1
- Pale Adobe Metallic.....LQ
- Tuxedo Black Metallic.....UH
- Sterling Grey Metallic.....UJ
- Ingot Silver Metallic.....UX
- Oxford White.....Z1
- School Bus Yellow 84S53.....N/C
- VSO Special Paint.....SPECIFY.....\$485.00

*OR CARHART CANVAS SEAT COVERS.*  
**SEATING OPTIONS**

*\*WILL CHECK ?*

- Cloth 40/20/40 Split Bench.....\$180.00
- Vinyl Bucket Seats.....REGULAR CAB ONLY.....\$375.00
- Cloth Bucket Seats.....\$490.00
- Cloth 40/20/40 Split Bench.....CREW CAB.....\$360.00

<input type="checkbox"/>	Dual Alternators 355 Amps Total.....	<b>DIESEL ONLY</b> .....	\$380.00
<input type="checkbox"/>	Heavy Duty Alternator 200 Amps Total.....	<b>DIESEL ONLY</b> .....	\$75.00
<input checked="" type="checkbox"/>	Full Length Black Cab Steps, Regular Cab.....		\$320.00
<input type="checkbox"/>	Full Length Black Cab Steps, Super and Crew Cab.....		\$370.00
<input type="checkbox"/>	Sliding Rear Window.....		\$125.00
<input checked="" type="checkbox"/>	Engine Block Heater.....		\$65.00
<input checked="" type="checkbox"/>	Integrated Trailer Brake Controller.....		\$195.00
<input checked="" type="checkbox"/>	Factory Up-Fitter Switches.....		\$125.00
<input checked="" type="checkbox"/>	Cruise Control/Tilt Wheel.....		\$195.00
<input type="checkbox"/>	Electronic Shift on the Fly 4x4.....		\$185.00
<input type="checkbox"/>	Skid Plate Package.....		\$125.00
<input type="checkbox"/>	Snow Plow Prep Package.....		\$75.00
<input checked="" type="checkbox"/>	Daytime Running Lights.....		\$45.00
<input type="checkbox"/>	Power Locks/Windows, Remote Keyless Entry, Power Heated Signal Mirrors		
	-Regular and Super Cab.....		\$890.00
	-Crew Cab.....		\$1,090.00
<input checked="" type="checkbox"/>	Manual Telescoping Trailer Tow Mirrors Required w/Diesel Optional w/Gas.....		\$125.00
<input type="checkbox"/>	Chrome Bumpers.....		\$220.00
<input type="checkbox"/>	XL Value Package.....		\$590.00
	(Chrome Bumpers, Cruise Control, Tilt, AM/FM/CD/MP3, Chrome Hub Covers)		
<input type="checkbox"/>	Supplemental Cab Heater <b>REQUIRES DIESEL ENGINE</b> .....		\$250.00
<input type="checkbox"/>	Roof Clearance Lights.....		\$55.00
<input type="checkbox"/>	Heavy Service Suspension Package.....		\$175.00
<input type="checkbox"/>	Reverse Vehicle Aid Sensor.....		\$255.00
<input type="checkbox"/>	Rear View Back Up Camera.....		\$490.00
<input type="checkbox"/>	Tailgate Step.....		\$375.00
<input checked="" type="checkbox"/>	Back Up Alarm.....		\$90.00
<input type="checkbox"/>	Ford SYNC Communications <b>REQUIRES XL VALUE PKG.</b> .....		\$490.00
<input type="checkbox"/>	Bed Liner.....		\$295.00
<input checked="" type="checkbox"/>	Spray-In Bed Liner.....		\$595.00
<input checked="" type="checkbox"/>	Rust Proof and Undercoating.....		\$490.00
<input type="checkbox"/>	(4) Splash Guards.....		\$180.00
<input checked="" type="checkbox"/>	Fire Extinguisher w/Mount.....		\$170.00
<input checked="" type="checkbox"/>	Extra Key.....		\$30.00
<input type="checkbox"/>	Service Manual.....		\$275.00
<input type="checkbox"/>	Remote Start System <b>REQUIRES POWER LOCKS/WINDOWS</b> .....		\$485.00
<input type="checkbox"/>	Delete Side Impact Air Bag Curtain.....	<b>CREDIT</b> .....	\$100.00
<input type="checkbox"/>	Pick-Up Box Delete.....	<b>CREDIT</b> .....	\$350.00
<input checked="" type="checkbox"/>	New License and Title.....		\$149.00
<input checked="" type="checkbox"/>	Delivery.....	<del>\$225.00</del> <b>EACH Multiple Units, \$275.00 Single Unit</b>	

**SERVICE BODY**

- Knapheide 596, 696, or 796 Service Body for 56" CA SRW.....SPECIFY.....\$5,790.00  
 -Galvanneal Steel Construction w/Stainless Steel Paddle Latches  
 -O.A. Length 97.25" O.A. Width 78" Cargo Area 49"  
 -Flush Mount Light Kit, Slam Type Tail Gate  
 -Galva Grip Bumper/Pintle Recess  
 -All Parts. Labor, Installation, and Standard Black or White Paint
- Knapheide 6108D54J Service Body for 60" CA DRW.....\$6,480.00  
 -Galvanneal Steel Construction w/Stainless Steel Paddle Latches  
 -O.A. Length 107.25" O.A. Width 94"  
 -20" Deep Compartments  
 -Flush Mount Light Kit, Slam Type Tail Gate  
 -Galva Grip Bumper/Pintle Recess  
 -All Parts. Labor, Installation, and Standard Black or White Paint
- 11' Service Body for DRW 84" CA.....\$6,980.00

**SERVICE BODY OPTIONS**

- Special Paint Other than White or Black.....\$700.00
- Class 5 Hitch Receiver.....\$390.00
- Overhead Ladder Racks.....\$580.00
- Ladder/Material Rack Extends Over Cab 1,000lb Capacity.....\$1,280.00
- Flip-Top Body.....\$970.00
- Master Locking System.....\$480.00
- 250lb Capacity Vertical Pull Out Shelf.....\$320.00
- 250lb Capacity Horizontal Pull Out Shelf.....\$360.00
- Front Rock Guards Aluminum Tread Plate.....\$90.00
- Aluminum Fuel Fill Cup.....\$45.00
- LED Brake/Tail/Turn/Side Marker Lights.....\$170.00
- LED Back-Up Lights.....\$245.00
- Strobe/LED Warning Light Package (2) Front (2) Rear.....\$790.00
- Spray-On Liner Floor/Walls/Tail-Gate.....\$595.00
- Compartment Lighting.....\$475.00
- Rear Grab Handles.....\$50.00
- Spare Tire Retainer In-Cargo Area.....\$60.00

**BODY AND EQUIPMENT OPTIONS CONT.**

**LIFTGATES**

- Lift Gate 1300lb Capacity.....\$2,890.00  
 -Dual Cylinder Drive  
 -Steel Platform 55"x27" w/4" Tapper  
 -Labor, Installation and Painted Standard Black
- Optional Platform for above Lift Gate 55"x38 w/4" Tapper.....\$190.00
- Aluminum Platform In Lieu of Steel.....\$780.00

**SNOW REMOVAL EQUIPMENT**

- Western 7' 6" Ultra Pro Plow.....\$5,380.00  
 -Quick Attach/Detachable  
 -Electric Hydraulic  
 -High Carbon Steel Cutting Edge and Blade Guides  
 -Power Angle, Raise, and Lower  
 -Halogen Plow Lights  
 -All Parts, Labor, and Installation

**SNOW REMOVAL EQUIPMENT OPTIONS**

- Western 8' Ultra Pro Plow.....\$5,480.00
- Western 8' 6" Ultra Pro.....\$5,580.00
- Western Pro Plus Option For **Above Plows**.....\$280.00
- Western 9' Ultra Pro Plus.....\$5,960.00
- Western 8' 6" MVP Plus V-Plow.....\$5,990.00
- Western 9' 6" MVP Plus V-Plow.....\$6,290.00
- Rubber Snow Deflector for Blade.....\$190.00
- Meyer or Boss Plow In-Lieu Western.....**ADD**.....\$CALL\$
- Poly Plow In-Lieu of Steel.....**ADD**.....\$380.00
- Western 8' V-Box Spreader.....\$4,890.00  
 -2 Cubic Yard Capacity, Carbon Steel Construction  
 -10hp Briggs and Stratton Engine  
 -Electric Start, Clutch, and Throttle Control
- 11hp Honda Engine.....**ADD**.....\$620.00
- Top Screens.....\$340.00
- Inverted V.....\$145.00
- 304 Stainless Steel In-Lieu of Carbon Steel.....**CALL**

**BODY AND EQUIPMENT OPTIONS CONT.****DUMP BODIES**

- Knapheide 9' Dump Body.....\$5,875.00  
 -12" High Stationary Sides, Self Cleaning Rails, Crossmemberless Understructure  
 -Double Acting Quick Release Tail Gate, 7 Gauge HRCQ Steel Floor  
 -2"x6" Side Extension Pockets  
 -Fully Boxed Top Rail  
 -1/4 Cab Shield w/Window  
 -Power Up/Down Double Acting Electric Hydraulic Hoist 8.6 Ton  
 -Back-Up Alarm  
 - All Parts Labor, Installation, and Standard Black or White Paint **SPECIFY COLOR**

**DUMP BODY OPTIONS**

- 11' Dump Body.....**REQUIRES 84" CA**.....\$475.00  
 Rear Hitch Plate.....\$395.00  
 Pintle or Pintle Ball Combo Hitch.....**SPECIFY**.....\$150.00  
 Fold Down Sides.....\$375.00  
 Central Hydraulic System.....\$5,975.00  
 -Fan Belt Clutch Pump  
 -Operates Hoist, Spreader, and Plow  
 -Power Up/Down  
 -Morse Controls, Variable Rate Spreader Valve  
 -10 Gallon Reservoir, Site Gauge, Filter  
 Special Paint Other than White or Black.....\$700.00  
 Heil or Crysteel In-Lieu of Knapheide **ADD**.....\$550.00  
 Knapheide TBU30-18 Underbody Tool Box.....\$490.00  
 LED Beacon in Self-Leveling Bracket on Cab Shield.....\$590.00  
 Rear Body LED/Strobe (1) Right (1) Left Recessed.....\$680.00  
 Strobe Lights in Front Parking Lamps.....\$325.00  
 Tail-Gate Spreader to Use w/Central Hydraulic System.....\$3,580.00  
 304 Stainless Tail Gate Spreader.....**ADD**.....\$1640.00

**BODY AND EQUIPMENT OPTIONS CONT.**

**A.R.E PICKUP TOPPERS**

- A.R.E. Fiberglass Cap Topper.....\$1,975.00  
-Cab High, Side Windows, 3<sup>RD</sup> Brake Light
- Sliding Front Window for Above Topper.....\$125.00
- Swing Up Side Windows for Above Window.....\$185.00
- Wedge Top for Above Topper.....\$195.00
- Delete Side Windows for Above Topper.....NO CHARGE
- Fiberglass Tonneau Cover.....\$1,875.00

**TOOL BOXES**

**\*INDUSTRIAL GRADE, TOUGHCOAT LINED, DUAL KEY LOCKS, H/D ALUMINUM\***

- Tread Plate Aluminum Cross Box.....\$695.00
- Tread Plate Aluminum Side Box (Left).....\$585.00
- Tread Plate Aluminum Side Box (Right).....\$585.00

**SAFETY LIGHTING**

**\*INCLUDES ALL PARTS, LABOR, AND INSTALLATION\***

- WHELEN Hand Held LED Spot/Work Light.....\$290.00
- WHELEN 4 Corner Strobe Kit (2) Front, (2) Rear.....\$595.00
- WHELEN 4 Corner LED Vertex Kit.....\$635.00
- WHELEN L 31 Super LED Amber Beacon.....\$380.00
- WHELEN Responder LP LED Mini Bar.....\$480.00
- WHELEN 4 Strobe Mini Edge.....\$880.00
- WHELEN LED Traffic Advisor.....\$785.00
- WHELEN Liberty 14 Head LED.....\$2,480.00  
-INCLUDES: Alley Lights, Work Lights, Traffic Advisor
- Trac Rack Glass Protector.....\$390.00
- No Holes Drilled Light Mount.....ADVISED FOR LIGHT MOUNTING.....\$195.00

# MORROW BROTHERS FORD INC TRADE INFORMATION

**CONTACT: Richie M. Wellenkamp PH. 1-217-368-3037 FAX 1-217-368-3517**

ORDERING AGENCY: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

PHONE#: \_\_\_\_\_ FAX#: \_\_\_\_\_

TRADE VALUE (MORROW BROTHERS USE ONLY) \$ \_\_\_\_\_

## VEHICLE INFORMATION

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL/BODY STYLE \_\_\_\_\_

COLOR \_\_\_\_\_ VIN# \_\_\_\_\_

ENGINE \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

MILEAGE \_\_\_\_\_ 4X4 TRUCK \_\_\_\_\_ 2WD TRUCK \_\_\_\_\_

## EQUIPMENT

AIR CONDITIONING

CRUISE CONTROL

TILT WHEEL

POWER MIRRORS

POWER WINDOWS

OTHER (LIST ITEMS BELOW)

SPOTLIGHT

POWER LOCKS

AM/FM RADIO

CASSETTE

YOU MAY E-MAIL PICTURES TO [r-wellen@dealeremail.com](mailto:r-wellen@dealeremail.com)

**WE WILL TRADE FOR ANYTHING!**

**AGENDA MEMO**  
**City Council**  
**August 6, 2012**

**ISSUE STATEMENT**

A resolution authorizing the purchase of one new 2012 Ford F-150 Pick Up, from Morrow Brothers Ford, Inc. in the amount of \$22,604.00.

**BACKGROUND/HISTORY**

The proposed truck is to be utilized primarily to support the Street Division serving as a chipping, storm sewer repair crew vehicle, flag and banner follow unit, parts and material retrieval unit and to be utilized by assigned project employees for the ditch and concrete projects.

The proposed vehicle would be replacing unit 600, 1994 Ford F-250 pickup truck with a 144,666 miles. The vehicle also has ongoing mechanical problems, including severe exterior rusting. Attached please find the history of the vehicle for maintenance and repairs.

Staff contacted the State of Illinois Joint Purchasing Program and received their information on utility trucks and pricing. The bid price for the truck reflects the State Joint Purchase Price. The bid specifications are for Ford to manufacture, install, and deliver the specified truck to the City. The FYE13 Budget included funding for the proposed vehicle.

The proposed expenditure would be expended from the following line account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 12-13 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
01-30-4815	CAPITAL PURCHASES TRUCK REPL UNIT 600	\$25,000.00	\$ 22,604.00	\$ 2,396.00
01-30-4815	CAPITAL PURCHASES TRUCK DECALS	N/A	\$ 600.00	\$ 1,796.00

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one new 2012 Ford F-150 Pick Up, from Morrow Brothers Ford, Inc. in the amount of \$22,604.00.

**ALTERNATE DECISION**

Not authorizing the purchase.

**DECISION MODE**

This item will be placed on the August 6, 2012 City Council agenda for formal consideration.

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2012 FORD F-150 PICK UP FROM MORROW BROTHERS FORD, INC. IN THE AMOUNT OF \$22,604.00**

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

**SECTION 1:** The City Council of the City of Darien does hereby authorize the purchase of one (1) new 2012 Ford F-150 Pick Up from Morrow Brothers Ford, Inc. in the amount of \$22,604.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6<sup>th</sup> day of August 2012.**

AYES: 5 - Beilke, Marchese, Poteraske, Schauer, Seifert

NAYS: 0 - NONE

ABSENT: 2 - Avci, McIvor

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6<sup>th</sup> day of August 2012.**

Kathleen Moesle Weaver  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

Joanne E. Ragona  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

John B. Murphy  
CITY ATTORNEY



**Dan Gombac**

---

**From:** Richie Morrow-Wellenkamp <richie@morrowbrothersfordinc.com>  
**Sent:** Friday, October 05, 2012 10:37 AM  
**To:** Dan Gombac  
**Cc:** Bryon Vana  
**Subject:** Re: Attach A - Bid Results form-trees.XLS

**Importance:** High

Absolutely **NOT**.

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

**From:** Dan Gombac  
**To:** [Richie Morrow-Wellenkamp](#)  
**Cc:** [Bryon Vana](#)  
**Sent:** Friday, October 05, 2012 10:34 AM  
**Subject:** RE: Attach A - Bid Results form-trees.XLS

Good Morning Richie:

In respect to the mishap and since the proposed truck is on the lot we are requesting a \$1,200 discount on the truck for a bottom line of 20,969. Please let me know.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

To receive important information from the City of Darien sign up for our electronic newsletter:

***DARIEN DIRECT CONNECT***

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

---

**From:** Richie Morrow-Wellenkamp [mailto:richie@morrowbrothersfordinc.com]  
**Sent:** Wednesday, October 03, 2012 4:32 PM  
**To:** Dan Gombac  
**Subject:** Re: Attach A - Bid Results form-trees.XLS

No problem. Let me know if you have any more questions. Thank you.

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

**From:** Dan Gombac  
**To:** [Richie Morrow-Wellenkamp](#)  
**Cc:** [Dan Salvato](#) ; [Kris Throm](#) ; [Bryon Vana](#) ; [Ashley Prueter](#)  
**Sent:** Wednesday, October 03, 2012 4:00 PM  
**Subject:** RE: Attach A - Bid Results form-trees.XLS

Thanks Richie:

Based on the change we will be requesting the City Council to approve the change at our next City Council Meeting scheduled for Oct 15, 2012.

Dan S- Kris-Please review the specs for the proposed truck and provide a recommendation.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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---

**From:** Richie Morrow-Wellenkamp [<mailto:richie@morrowbrothersfordinc.com>]  
**Sent:** Wednesday, October 03, 2012 2:53 PM  
**To:** Dan Gombac  
**Subject:** Re: Attach A - Bid Results form-trees.XLS

Attached is Ford Final order dates. Delivery on the proposed F250 would be 7 - 10 days.

----- Original Message -----  
**From:** [Dan Gombac](#)  
**To:** [Richie Morrow-Wellenkamp](#)  
**Cc:** [Bryon Vana](#) ; [Dan Salvato](#) ; [Kris Throm](#)  
**Sent:** Wednesday, October 03, 2012 2:23 PM  
**Subject:** RE: Attach A - Bid Results form-trees.XLS

Richie:

Why is the cutoff date under CMS different than you state and do you have documentation from Ford indicating that?

Upon reviewing the proposal the upgraded F-250 is approximately \$500.00 less in cost, with the same options excluding the cloth seats, which would have car hart material covers.

What is the lead time on the vehicle?

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

---

**From:** Richie Morrow-Wellenkamp [<mailto:richie@morrowbrothersfordinc.com>]

**Sent:** Wednesday, October 03, 2012 11:41 AM

**To:** Dan Gombac

**Subject:** Re: Attach A - Bid Results form-trees.XLS

**Importance:** High

Dan,

Attached you will find a quote for a new 2012 F250 based on our State of Illinois Contract #4015998. We are proposing this truck in lieu of your F150 order R-64-12. The reason for this proposal is because we received your F150 order passed the manufactures order cut off date of 6-22-12. As you can see from the attached proposal, you are receiving a F250 for less money than the F150. Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp  
Fleet Manager  
Morrow Brothers Ford, Inc.

ph.217-368-3037

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

**From:** [Dan Gombac](#)

**To:** [Richie Wellenkamp](#)

**Sent:** Wednesday, October 03, 2012 9:43 AM

**Subject:** RE: Attach A - Bid Results form-trees.XLS

thanks

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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## ***DARIEN DIRECT CONNECT***

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---

**From:** Richie Wellenkamp [<mailto:richie@morrowbrothersfordinc.com>]

**Sent:** Tuesday, October 02, 2012 10:13 PM

**To:** Dan Gombac

**Subject:** Re: Attach A - Bid Results form-trees.XLS

Dan,

I will be in contact mid to late morning Wednesday the 3rd. Thank you.

Richie

On Tue, Oct 2, 2012 at 3:49 PM, Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

Please ignore last att. Correct att now attached.

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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**From:** Dan Gombac  
**Sent:** Tuesday, October 02, 2012 3:43 PM  
**To:** 'Richie Morrow-Wellenkamp'  
**Cc:** Dan Salvato; Kris Throm; David Fell; Bryon Vana; Ashley Prueter  
**Subject:** FW: Attach A - Bid Results form-trees.XLS

Good afternoon Richie:

As per our telephone conversation yesterday regarding the Ford F-150 it is my understanding that Ford has stopped taking orders for the proposed truck, therefore our truck order will not be processed. I am disappointed to learn of this so late and the CMS contract clearly stated a cutoff date of September. The

order was placed on August 7, please see attached. It is my understanding that the paperwork on your end was "buried".

Please let me know your intentions regarding the vehicle.

*Daniel Gombac*

*Director of Municipal Services*

630-353-8106

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**From:** Ashley Prueter  
**Sent:** Tuesday, October 02, 2012 3:27 PM  
**To:** Dan Gombac  
**Subject:** Attach A - Bid Results form-trees.XLS

Bid is on two tabs, see pages 3 & 4.

Ashley Prueter

City of Darien

(630) 353-8105

----- Forwarded message -----

From: Ashley Prueter <[aprueter@darienil.gov](mailto:aprueter@darienil.gov)>

To: Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>

Cc:

Date: Tue, 2 Oct 2012 14:53:47 -0500

Subject: Ford F-150

Ashley Prueter

City of Darien

(630) 353-8105

FORD DIVISION - CROSSOVER / SUV / TRUCK						
VEHICLE LINE / CURRENT MY	12 MY Fleet Final Order Due Date	12 MY Last Day to Spec Change/ Cancel	12 MY Job Last Date	13 MY Order Bank Open Date	13 MY Scheduling Begins	13 MY Job #1 Date
Econoline VSO	6/20/12 6/11/12	6/22/12 6/8/12	8/23/12 8/23/12	6/11/12 6/11/12	7/26/12 7/26/12	8/27/12 9/10/12
Edge	11/11/11	12/8/11	2/15/12	11/14/11	1/12/12	2/15/12
Escape	1/6/12	1/13/12	4/28/12	1/25/12	2/16/12	4/9/12
Escape VSO	12/16/11	1/6/12	3/19/12	NA	NA	NA
Escape Hybrid	7/29/11	10/6/11	12/23/11			
Escape Hybrid VSO	7/29/11		12/23/11			
Expedition	6/22/12	6/29/12	8/23/12	6/11/12	7/19/12	8/23/12
Explorer Commodities 2 <sup>nd</sup> Row Bucket Seats (173)	11/11/11	12/2/11	2/2/12	11/14/11	1/5/12 6/14/12	2/6/12 7/9/12
Flex	12/8/11	1/6/12	2/29/12	12/5/11	1/26/12	2/29/12
F150 KC Dearborn VSO o Body styles W1R & X1R N/A for Fleet ordering	<u>6/22/12</u> 5/21/12	7/8/12	8/17/12 9/9/12 7/23/12	6/26/12 6/26/12	7/19/12 7/26/12	8/17/12 9/10/12 9/10/12
Transit Connect	4/13/12	N/A*	7/27/12	4/26/12	5/17/12	7/30/12
Motorhome F53 (F5D), F59 (F5K)	3/23/12	4/13/12	6/1/12	4/16/12	5/17/12	6/4/12
F650-750	10/26/12	11/2/12	12/31/12	TBD	TBD	TBD
Super Duty F250-550 Commodities 6.8L Engine Forest Green Paint Golden Bronze Paint VSO	8/20/12 7/6/12 11/12/11 7/20/12 6/8/12	8/31/12 8/31/12 7/26/12 8/3/12	10/19/12 12/5/11 8/27/12 9/21/12	8/15/12 8/15/12	9/20/12 10/18/12	10/22/12 11/9/12

\* Unable to spec change or cancel a Transit Connect that has been selected for scheduling.



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October 3, 2012

City of Darien  
C/O – Daniel Gombac

**2012 Ford F250 4 x 2 Pickup Regular Cab w/8' Bed**

Oxford White (Z1)

Cloth 40/20/40 Split Bench

Full Length Black Cab Steps

Engine Block Heater

Integrated Trailer Brake Controller

Factory Up-Fitter Switches

Cruise Control/Tilt Wheel

Daytime Running Lights

Manual Telescoping Trailer Tow Mirrors

Back Up Alarm

Spray-In Bed Liner

Rust Proof and Undercoating

Fire Extinguisher w/Mount

Extra Key

New License and Title

Delivery

WHELEN 4 Corner LED Vertex Kit

WHELEN Responder LP LED Mini Bar

WHELEN LED Traffic Advisor

Trac Rack Glass Protector

**TOTAL \$22169.00**

Richie Morrow Wellenkamp, Vice President/Fleet Manager  
Morrow Brothers Ford, Inc.