
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
November 17, 2014
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes
 - A. [October 29, 2014 — Goal Setting Session](#)
 - B. [November 3, 2014 — City Council](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Darien Chamber of Commerce Update
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Monthly Report — [October 2014](#)
12. Treasurer's Report
 - A. Warrant Number — [14-15-13](#)
13. Standing Committee Reports
14. 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.)
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to [Grant a Waiver of the Raffle License Bond Requirement for Darien Woman's Club](#)
 - B. Consideration of a Motion to [Grant a Waiver of the Raffle License Bond Requirement for Darien Historical Society](#)
 - C. Consideration of a Motion [Approving the Recommendation to Approve Rules for Compliance with Public Comment Requirements of the Illinois Open Meetings Act](#)
 - D. Consideration of a Motion to Approve the [Payment of the City's Net Pension Obligation of IMRF in the Amount of \\$54,356.00](#)
 - E. Consideration of a Motion to Approve [Extending the Refuse Contract with Advance Disposal for an additional Two \(2\) Year Period as allowed in the Current Contract](#)
17. New Business
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

CITY OF DARIEN
GOAL SETTING SESSION MINUTES
MINUTES OF THE SPECIAL MEETING
October 29th, 2014, 6:30pm,
Police Training Room

Present: Mayor Kathleen Weaver, Treasurer Michael Coren, Clerk JoAnne Ragona, Alderman Ted Schauer, Alderman Tina Beilke, Alderman Joe Kenny, Alderman Joerg Seifert, Alderman Joe Marchese, Alderman Sylvia McIvor, Alderman Tom Belczak, City Administrator Bryon Vana, Director of Municipal Services Dan Gombac, Assistant Administrator Paul Nosek, Police Chief Ernest Brown

Call to Order: 6:30 P.M.

Darien Historical Society Request

Mayor Weaver recapped that the City Council has received several requests from the Darien Historical Society (DHS) asking the City to financially support the DHS. The requests have varied from providing financial assistance from the City to having the DHS become an entity under the City. To facilitate the discussion the Mayor Weaver asked the Council to consider two main points. First, would the DHS become a department of the City if the City provided significant funding to the organization? A majority of the Council agreed that the DHS should not become a department of the City but continue to operate as they currently do. Secondly, if the City were to simply provide funding to the DHS what would be the funding limits and rules associated with providing funds? The majority of the Council agreed that any City funding should be restricted to the building improvements and not operations. Staff will work with the DHS to determine their building needs and bring those needs to the Council during the FYE 4-30-16 budget discussions. The Council also concluded that if there are any immediate repairs to be done prior to winter, the Council should discuss those prior to the winter season.

Refuse/Recycling Contract Extension

Staff advised the refuse contract with Advanced Disposal is a 4 year contract that is set to expire on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the attached rates. The Council determined that it was in the best interest of the City to extend the contract. Staff will schedule the formal approval for one of the upcoming City Council meetings.

Remaining Land Development

Staff advised that the City's Comprehensive Land Use Plan was approved in November of 2002 with a minor update in October of 2006. The update in 2002 focused on seven (7) key areas/parcels. The plan also identified annexation opportunities and corridor enhancements within our planning area. Staff reviewed the developments that have taken place since the plan update and discussed potential future developments. The Council discussed their feelings as to development moving forward and concluded that the City was meeting the goals and objectives of the comprehensive plan and no additional strategies are needed. Mayor Weaver requested

that staff prepare a written report detailing the developments that have taken place as outlined in the Comprehensive Plan.

Capital/Neighborhood Beautification Projects

The Council discussed the current process the staff uses as a basis for planning of capital projects, such as roads, storm water, and sidewalks. The Council did not recommend any changes to the budget planning process. The Council was interested in beginning to review additional beautification projects. The Council members will look for five (5) beautification projects in their wards and forward those to the staff for budget discussions.

Police Department

Chief Brown provided a report to the Council regarding the past, present, and future operational assessments and changes within the Police Department since he became Police Chief. Mayor Weaver requested that Chief Brown provide a similar report to the residents during an upcoming Council meeting.

Environmental and Communications Committee Review

Staff advised that the City operates with a number of volunteer committees that conduct duties as outlined in the City Code. These volunteers take their responsibility seriously and provide excellent assistance to the City. However, for several years the Communications and Environmental Committees have only met periodically and staff does not see any items coming forward to those committees. The consensus of the Council was to expand the work of the Environmental Committee and disband the Communications Committee, Electrical Commission and the Board of Local Improvements due to lack of agenda items. Staff will prepare a draft ordinance reflecting these changes.

Adjournment

The meeting was adjourned at approximately 9:08 pm.

KATHLEEN MOESLE WEAVER, MAYOR _____

JOANNE E. RAGONA, CITY CLERK _____

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 3, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:10 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

NOVEMBER 3, 2014

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:	Tina Beilke	Sylvia McIvor
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Joerg Seifert
	Joseph A. Marchese	

Absent: None

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

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

It was moved by Alderman Marchese and seconded by Alderman Seifert to approve the reappointment of Barbara Boyer, Bonnie Kucera, Carol Mallers, and Linda Zeman to the Citizen of the Year Committee.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Barbara Boyer, Bonnie Kucera, and Carol Mallers. Linda Zeman was not in attendance and will be sworn in at a later date.

B. CONSIDERATION OF A MOTION TO ADVISE AND CONSENT THE APPOINTMENT OF JOHN L. LARATTA TO THE PLANNING AND ZONING COMMISSION

It was moved by Alderman Beilke and seconded by Alderman Schauer to approve the appointment of John Laratta to the Planning and Zoning Commission.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to John L. Laratta.

9. **CITY CLERK'S REPORT**

Clerk Ragona invited all to Meet and Greet the Mayor on Monday, November 17, 2014 at 6:00 P.M. in the upstairs conference room.

10. **CITY ADMINISTRATOR’S REPORT**

There was none.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac provided an update on DuPage County’s 75th Street construction project.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 14-15-12

It was moved by Alderman Belczak and seconded by Alderman Seifert to approve payment of Warrant Number 14-15-12 in the amount of \$933,776.15 from the enumerated funds; and \$235,329.11 from payroll funds for the period ending 10/30/14; for a total to be approved of \$1,169,105.26.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese advised the minutes of the September 22, 2014 Municipal Services Committee meeting were submitted to the Clerk’s Office. He announced the next meeting is scheduled for November 24, 2014 at 6:30 P.M. in the Council Chambers.

Administrative/Finance Committee – Chairman Schauer advised the minutes of the October 6, 2014 Administrative/Finance Committee meeting were submitted to the Clerk’s Office. He announced the next meeting is scheduled for December 1, 2014 at 6:00 P.M. in the upstairs conference room.

Police Committee – Chairman McIvor announced the next meeting of the Police Committee is scheduled for November 17, 2014 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the next meeting of the Police Pension Board has been rescheduled to November 19, 2014 at 7:00 P.M. in the Police Department Training Room.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

Alderman Beilke provided additional information on Consent Agenda Items E, F and G.

15. **OLD BUSINESS**

There was no old business.

16. **CONSENT AGENDA**

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

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

- A. **ORDINANCE NO. O-31-14** **AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN (FAX MACHINE; WIRELESS ROUTER; CHARGER AND CABLES; MISC ITEMS)**
- B. **A MOTION TO APPROVE THE PURCHASE OF TWENTY (20) POLICE DEPARTMENT REPLACEMENT RIFLES AND ACCESSORIES FROM RAY O’HERRON IN THE AMOUNT OF \$32,579.00**
- C. **A MOTION TO APPROVE THE PURCHASE AND INSTALLATION OF A STORAGE/SHELVING SYSTEM IN THE POLICE DEPARTMENT’S EVIDENCE AND PROPERTY ROOM FROM ELLIS SYSTEMS CORPORATION IN THE AMOUNT OF \$26,436.31**
- D. **A MOTION TO APPROVE THE PURCHASE OF THE BEAST EVIDENCE MANAGEMENT – PORTER LEE CORPORATION IN THE AMOUNT OF \$13,974.50 FOR AN EVIDENCE TRACKING/BAR CODING SYSTEM FOR THE POLICE DEPARTMENT EVIDENCE ROOM**
- E. **ORDINANCE NO. O-32-14** **AN ORDINANCE AMENDING TITLE 5A, CHAPTER 9, SECTION 5A-9-3-4,**

“SPECIAL USES,” TO ADD “BREWING FACILITY” THERETO (PZC 2014-08: 1000 N. FRONTAGE ROAD, UNIT C, MISKATONIC BREWING)

F. ORDINANCE NO. O-33-14

AN ORDINANCE APPROVING A SPECIAL USE FOR A BREWING FACILITY, A VARIATION TO THE ZONING ORDINANCE AND A VARIATION TO THE SIGN CODE (PZC 2014-08: 1000 N. FRONTAGE ROAD, UNIT C, MISKATONIC BREWING)

G. ORDINANCE NO. O-34-14

AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7, “CLASSIFICATION OF LICENSES AND FEES,” OF THE DARIEN CITY CODE

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, Schauer, Seifert
Nays: None
Absent: McIvor

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

17. **NEW BUSINESS**

A. **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 6C-5-3 OF THE DARIEN CITY CODE, “USE OF GROUNDWATER AS A POTABLE WATER SUPPLY PROHIBITED”**

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve the ordinance as presented.

ORDINANCE NO. O-35-14

AN ORDINANCE AMENDING SECTION 6C-5-3 OF THE DARIEN CITY CODE, “USE OF

GROUNDWATER AS A POTABLE WATER SUPPLY PROHIBITED”

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO DENY THE VARIATION PETITION TO REDUCE THE REQUIRED CORNER SIDE YARD SETBACK FROM 50 FEET TO ZERO FEET FOR A PATIO FOR OUTDOOR DINING (PZC 2014-07: 2601 75TH STREET, MI HACIENDA)

It was moved by Alderman Seifert and seconded by Alderman Kenny to deny the variation petition to reduce the required corner side yard setback from 50 feet to zero feet for a patio for outdoor dining (PZC 2014-07: 2601 75th Street, Mi Hacienda)

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, McIvor, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Alderman McIvor reminded everyone to vote on November 4.

Alderman Kenny announced that Santa Claus and the Eisenhower Junior High School Chorus will be at Brookhaven Shopping Center on December 6, 13 and 20, 2014 from 10:00 a.m. to noon.

Joe Weber of 7521 Main Street questioned how the non-conforming patio at Mi Hacienda will be handled. Director Gombac responded that a thirty day notice will be sent to the

owner to either remove the patio and restore the area or apply for a variation. A brief discussion took place.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:56 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-03-14. Minutes of 11-03-14 CCM.

CITY OF DARIEN

Police Department

10th POLICE PERIOD REPORT

October 2014

September 22, 2014 thru October 19, 2014

Professionalism

Integrity

Respect

Compassion

Inside This Issue

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DETECTIVE DIVISION

The Detective Division began the month with fifty-six (56) open cases for investigation. There were five new cases added for a total of sixty-one (61) total cases. There were five cases closed either through being unfounded, cleared by arrests (2) and two exceptional clearances. In addition, there were fifteen (15) cases that were suspended. Most were suspended pending the results of forensic analysis or due to a lack of additional evidence.

TASK FORCE OFFICER

The Darien Police Department Task Force Officer recently participated in two substantial cash seizures for which we have requested a percentage. The level of the distribution will depend on our role in each of the cases. One seizure was in the amount of 800K and the other seizure in the area of 150K. We will await award letters to determine how much the Darien Police Department will be awarded for the effort.

INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP)

Deputy Chief John Cooper and Sergeant Gerry Piccoli recently returned from the International Association of Chiefs of Police Annual Conference held in Orlando, Florida. Their attendance is part of the larger initiative to expose our Command Staff to the global management strategies that we began using in 2012. It is my belief, that having each of the Command Staff members exposed to these strategies will allow the Command Staff to more readily embrace and implement them. While they are not new to law enforcement, they are new to Darien, and they will ensure that we are positioned to efficiently manage our agency and prevent and combat crime well into the future.

COMMUNITY ENGAGEMENT

Elder Services Officer Lauren Renner presented a safety seminar to a group of our local female real estate agents. For years the occupation of realtor has placed very close to first responder professions as being among the most dangerous. Officer Renner provided information to the group on personal safety and safeguards when showing properties and meeting perspective clients. The presentation was well received.

Our School Engagement Officers received a request for a presentation on internet safety from Our Lady of Peace. We are asking that all of our schools continue to request presentations on specific law enforcement related and safety topics. Additionally, Police Officer Kara Foyle-Price gave a presentation at Cass junior High School on crime scene processing, and was well received by the student body in Mr. Kohnke's class, see below.



COMMUNITY ENGAGEMENT

10th Period 2014

September 22, 2014 thru October 19, 2014

Number of Engagement Locations	19
Contact Time in Minutes	1548.56

LOCATION	1047 Hinswood	1100 Hinswood	1100 N Frontage	2189 75th	2425 75th	709 Plainfield	7100 CHR	7214 Cass	7401 CHR	7414 Cass
TIME IN MINUTES	112.25	375.87	57.45	14	10.07	36.4	194.3	0.65	108.43	72.23

LOCATION	7502 Cass	7511 Lemont	7516 Cass	8226 Cass	8301 Lemont	8522 Meadow	Hinswood	Plainfld & CHR	Ripple Ridge / Hinswood
TIME IN MINUTES	27.8	54.92	15.6	40.13	8.85	22.43	53.18	102.03	241.97

<u>Schools Visits</u>		<i>Cass</i>	<i>Concord</i>	<i>Eisenhower</i>	<i>Eliz-Ida</i>	<i>Lace</i>	<i>Lakeview</i>	<i>Mark Delay</i>	<i>OLOP</i>
Number of Visits	TOTAL 37	6	4	4	3	2	4	4	3
Total Time In Minutes	TOTAL 672.65	100.97	76.52	71.49	49.77	25.48	77.83	67.65	39.4
		<i>Kingswood</i>	<i>Prarieview</i>						
		4	3						
		106.99	56.55						

The Principal at Kingswood Academy, Bernadette McCarthy, is excited to have Darien officers visit the school often and has related she is would be glad to give officers tours of the school ,as well as have the officers interact with the students as much as possible.

CRIME INFORMATION AND UPDATE

The Darien Detective Unit and Crime Analyst continue to monitor the recent rash of vehicle thefts and recoveries in Darien. What we have learned is that there were likely two separate groups operating within Darien. One group was International in nature because one of the stolen vehicles was recovered following an effort to ship the vehicle to Lithuania. A second group has a greater local component in that several of the vehicles were located in neighborhoods on the south side of Chicago. We know that one vehicle was used in an armed robbery and on the weekend of October 24, 2014 one of the stolen vehicles was involved in several high speed chases involving Chicago Police officers with speeds in excess of 100 mph. The same vehicle has also been used in several armed robberies in Chicago. We have not experienced a new theft since 10/3/2014, and the missing vehicle in that case was the one involved in the high speed chase with Chicago Police officers.

The Darien Police Department continues to track a burglary pattern consisting of six burglaries and two burglaries that we believe unrelated to the pattern that includes one at our Indian Prairie Library. The most recent burglary occurred on October 24th in the Pinehurst area. The Elmhurst Police Department hosted a collaborative meeting to discuss this trend that many of our neighbors are experiencing. We have persons of interest in the library incident and that investigation is proceeding well. We are continuing to work and collaborate with our partners on resolving the pattern. The unique factors about the pattern is that of the six burglaries attributed to the pattern, three were attempts with no entry made, one an entry was made with no property loss and two involved successful entry and a loss to the resident.

The Darien Police Department continues to receive information about fraud attempts involving callers claiming to be from the Internal Revenue Service calling our residents about an alleged pending investigation. The nature of these calls range from a pending tax investigation, to surveillance on the residence of the victim, to actual demands for payment. It is important to note that frequently these calls seem to originate from telephone numbers that would indicate that the caller was actually calling from a Washington D.C. telephone exchange. The key to avoiding these, and all scams via the telephone, is to hang up and immediately notify the police by calling 911.

Darien Police officers responded to a man with a weapon in October and arrested a suspect carrying a fully loaded firearm in the area of 75th and Plainfield. Investigation revealed the offender to be a convicted felon. The offender was taken into custody and charged with several felony offenses including unlawful possession of a firearm by a convicted felon.

CITY COUNCIL QUESTION

During a prior meeting I was asked about a correlation between incidents and arrest. I thought it was a great question that needed some attention. One of the key points that I look at as an administrator is that correlation. For purposes of the monthly newsletter, I provide statistics on arrests in general terms and incidents in general terms. What is really significant is our clearance rate, that is, the number of cases assigned divided by the number of arrests. The most meaningful way of examining this statistic is by looking at clearance rates by specific criminal incidents. In other words, how many residential burglary incidents do we have and how many result in an offender being identified, arrested and prosecuted. There are several factors that impact clearance rates: Preliminary investigation, what the first officer on the scene documents, evidence collection, what the forensic team picks up from the crime scene, and investigative follow-up, that is represented by the first 48 hours in any case representing a critical time when the likelihood of solving a case is greatest. It is, therefore, very important that cases are properly documented, properly tracked, thoroughly investigated and pursued with a sense of urgency. We have taken many steps towards raising our clearance rate and we are continuing to assess that entire process. The best answer then is that there should be a correlation between arrest activity and case reports generated, but that correlation must be made by an arrest comparison for particular offenses.

CRIME FIGHTING STRATEGY

Criminal arrest warrants can be an invaluable tool. There are several sources of criminal warrants; warrants issued by Cook County for residents of Darien, Illinois Department of Corrections warrants for Darien, and DuPage County warrants for Darien residents. What makes these warrants important is that they identify a Darien resident who has already shown a willingness to commit certain crimes. As we seek to reduce crime, one of the tools that we began using is the service of these criminal warrants which are targeted towards offenses that we are experiencing increases in. The best way to stop a crime trend is to catch the bad guy.

CAMERA REGISTRY AND NEIGHBORHOOD WATCH

As many of you know, last year we began a strategy that involved the registration with the Darien Police Department of private and commercially owned surveillance cameras. If you own a private video surveillance system and would like to register it, you may do so on the Darien website or by contacting our Crime Analyst at 630-353-8145, or via e-mail at ssherman@darienil.gov. Registering your system with the Darien Police Department will involve contact with the department when there is an incident near your residence, or place of business, and we believe that there is a likelihood your camera system may have captured information of value in apprehending an offender. For those who have already registered a system, we appreciate your participation and encourage those who have not, to do so.

Another substantive tool for protecting our community is a neighborhood watch group. Darien is already a safe place to live and work, but a neighborhood watch can improve on what is already good. The neighborhood watch becomes a force multiplier because it adds to the eyes and ears of a vigilant police department. If you are interested in starting a neighborhood watch, please contact the office of the Chief at 630-353-8351 or via e-mail at ebrown@darienil.gov.

CITY OF DARIEN SIX YEAR TREND

IUCR	CATEGORY	2009	2010	2011	2012	2013	2014
0110	HOMICIDE	0	1	0	1	0	1
0260	CRIM SEX ASSAULT	3	2	2	1	4	1
0310	ARMED ROBBERY	1	3	2	1	0	0
0320	ROBBERY	0	3	1	3	1	4
0460	BATTERY	28	15	42	26	25	39
0486	DOMESTIC BATTERY	43	29	32	46	46	43
0610	BURGLARY	15	15	23	27	24	16
0625	RES. BURGLARY	37	26	22	20	28	20
0760	BURG MOTOR VEH.	100	54	88	72	32	43
0765	ATT. B.M.V.	3	2	1	3	5	9
0910	MOTOR VEH. THEFT	11	19	17	11	6	8
Totals		241	169	230	211	171	184
				640			566

- -11.5% Reduction
- 46.8%-Motor Vehicle Theft
- 39.2%-Burglary to motor vehicle

NOTE: The figures contained in the table above were captured based upon the calendar year commencing January 01. The figures in the tables below were captured based upon the police work calendar for accountability purposes and commence with the start of the first police period in the year. For example, the first police period in January 2014 actually began on January 13, 2014.

One of the questions that has arisen with the reallocation of resources has been whether there has been a significant change in response time by our officers. The answer to that question is NO! The table below underscores the similarities in response times.

The time frames compared were 5/15 - 10/15/2011 v. 5/15 - 10/15/2014.

TIME OF DAY	2011	2014
OVERALL	6.2 MINUTES	6.3 MINUTES
DAYS	6.4 MINUTES	6.5 MINUTES
MIDNIGHTS	5.9 MINUTES	6.1 MINUTES
AFTERNOONS	6.3 MINUTES	6.3 MINUTES

OFFENSE AND INCIDENT REPORT STATISTICS

10th Period 2014

September 22, 2014 thru October 19, 2014

<i>Type</i>	<i>10th 2014</i>	<i>10th 2013</i>	<i>10th 2012</i>	<i>Percent Change</i>	<i>YTD 2014</i>	<i>YTD 2013</i>	<i>YTD 2012</i>	<i>Percent Change</i>
<i>Assault</i>	2	0	0	+200%	5	3	3	+66%
<i>Burglary</i>	0	0	2	NC	14	24	24	-41.6%
<i>Res. Burg</i>	4	4	0	NC	20	28	19	-28.6%
<i>Criminal Damage</i>	4	3	3	+33.3%	49	45	133	+8.9%
<i>Criminal Trespass</i>	0	0	3	NC	4	5	7	-20%
<i>Disorderly Conduct</i>	4	8	4	-50%	48	46	34	+4.3%
<i>Domestic Violence</i>	14	12	6	+16.6%	138	124	107	+11.3%
<i>Drug Offense</i>	2	6	3	-66.6%	26	33	40	21.2%
<i>Theft</i>	23	15	7	+53.3%	127	98	101	+29.6%
<i>Robbery</i>	0	0	0	NC	4	1	3	+300%
<i>BMV</i>	7	5	6	+40%	41	30	71	+36.6%
<i>CSA</i>	0	1	1	-100%	1	4	1	-75%
<i>Battery</i>	3	3	2	NC	38	23	25	+65.2%
<i>DUI</i>	3	2	10	+50%	25	44	61	-43.2%
TOTAL	66	59	47	+11.9%	540	508	629	+6.3%

KEY STATISTICS

10th Period 2014

September 22, 2014 thru October 19, 2014

<i>Type</i>	<i>10th 2014</i>	<i>10th 2013</i>	<i>10th 2012</i>	<i>Percent change</i>	<i>YTD 2014</i>	<i>YTD 2013</i>	<i>YTD 2012</i>	<i>Percent Change</i>
<i>Events Created</i>	2223	1896	1540	+17.2%	23782	14037	18472	+69.4%
<i>911 Calls</i>	525	508	557	+3.3%	5295	5086	5555	+4.1%
<i>Domestic Calls</i>	23	24	40	-4.2%	226	201	275	+12.4%
<i>Loud Party</i>	2	4	1	-50%	24	27	31	-11.1%
<i>Adult Arrest</i>	44	53	70	-16.9%	525	514	794	+2.1%
<i>Juvenile Arrest</i>	4	15	9	-73.3%	71	84	90	-15.5%
<i>Business Checks</i>	49	132	271	-62.8%	1396	834	2516	+67.4%
<i>Lock Out</i>	25	17	28	+47%	227	274	254	-17.2%
<i>House Checks</i>	21	10	19	+110%	225	178	330	+26.4%
<i>Assist Other Agency</i>	32	26	37	+23.1%	327	285	394	+14.7%
<i>Motorist Assists</i>	25	18	18	+38.9%	270	186	218	+45.2%
<i>Suspicious Activity</i>	84	74	68	+13.5%	670	546	728	+22.7%
<i>School Visitation</i>	37	0	0	+3700%	297	0	0	+297%
<i>School Presentation</i>	3	0	0	+300%	19	0	0	+19%
<i>Park Duties</i>	1	27	0	-96.3%	225	158	0	+42.4%
<i>Community Engagement</i>	27	24	0	+12.5%	448	0	0	+448%
<i>Warrants</i>	3	3	5	NC	33	37	112	-10.8%

ARRESTS STATISTICS

10th Period 2014

September 22, 2014 thru October 19, 2014

	10th 2014	10th 2013	10th 2012	Percent change 2014- 2013	YTD 2014	YTD 2013	YTD 2012	Percent Change 2014- 2013
Number of Arrests:	48	68	79	-32.3%	596	598	884	-0.3%
	<i>Charges Filed:</i>							
Battery	2	1	1	+100%	15	6	7	+150%
Domestic Battery	2	1	5	+100%	20	21	31	-4.7%
Theft	0	1	0	-100%	3	6	11	-50%
Retail Theft	4	3	4	+33.3%	75	12	47	+525%
Drug offenses	2	4	4	-50%	30	25	32	+20%
Illegal Possession of Alcohol/Minor	0	0	0	NC	1	2	2	-50%
Illegal Consumption of Alcohol/Minor	0	1	0	-100%	7	11	13	-36.4%
DUI	3	2	8	+50%	24	42	59	-42.8%
Illegal Transportation of Liquor	2	1	0	+100%	9	7	10	+28.5%
Disorderly Conduct	0	2	1	-200%	1	14	5	-92.8%
TOTAL	15	16	23	-6.25	185	146	217	+26.7%

Actual 911 Calls by Shift

Shift	Dispatched	Time	Conversion to Hours	% of Total 911	% of Total Time
Day Shift	218	11769.12	196.2	41.5%	37.5%
Afternoon	234	14100.36	235	44.6%	45%
Midnights	73	4044.57	67.4	14%	13%
Mini-Mids *	31	1424.34	23.7	6%	4.5%
Totals	525	31338.39	522.3	100%	100%

OFFICER STATISTICS

10th Period 2014

September 22, 2014 thru October 19, 2014

<i>Officer</i>	<i>Patrol Shifts Worked</i>	<i>Citations</i>	<i>Traffic Warnings</i>	<i>Self-Initiated</i>	<i>Traffic</i>	<i>911 Calls</i>	<i>Average 911 Per Day</i>
<i>First Shift – Mids</i>							
<i>Sgt. Topel</i>	16	0	0	33	0	5	0.31
<i>Ofc. Murphy</i>	20	1	3	45	3	6	0.3
<i>Ofc. Stutte</i>	15	4	0	33	3	4	0.26
<i>Ofc. Lorek</i>	15	1	2	27	2	10	0.66
<i>Ofc. Renner</i>	15	2	5	120	7	12	0.8
<i>Ocf. Jump</i>	20	5	15	99	19	11	0.55
<i>Total</i>	101	13	25	357	34	48	1.71
<i>Second Shift – Days</i>							
<i>Sgt. Rentka</i>	19	0	0	0	0	0	0
<i>Sgt. Liss</i>	19	4	3	23	7	2	0.10
<i>Ofc. Liska</i>	17	5	3	54	6	31	1.82
<i>Ofc. Hellmann</i>	15	5	7	99	9	24	1.6
<i>Ofc. Yeo</i>	20	7	7	92	8	53	2.65
<i>Ofc. Simek</i>	18	6	7	108	9	25	1.38
<i>Ofc. Zimny</i>	18	5	9	107	13	26	1.44
<i>Ofc. Rumick</i>	15	2	10	61	11	34	2.26
<i>Ofc. Milazzo</i>	16	3	8	47	8	31	1.93
<i>Ofc. Keough</i>	5	0	3	11	4	6	1.2
<i>Total</i>	162	37	57	602	75	232	8.28
<i>Third Shift – Afternoons</i>							
<i>Sgt. Piccoli</i>	20	0	0	0	0	0	0
<i>Sgt. Greenaberg</i>	20	6	7	28	11	11	0.55
<i>Ofc. Foyle-Price</i>	20	0	0	8	0	2	0.1
<i>Ofc. Kosieniak</i>	19	4	8	105	8	46	2.42
<i>Ofc. Bischoff</i>	13	6	4	37	5	22	1.69
<i>Ofc. Hruby</i>	19	1	5	26	13	20	1.05
<i>Ofc. Camacho</i>	19	17	10	202	5	22	1.15
<i>Ofc. Pastick</i>	20	21	15	96	26	55	2.75
<i>Ofc. Skweres</i>	20	0	0	2	0	5	0.25
<i>Ofc. Dollins</i>	20	25	26	219	41	29	1.45
<i>Total</i>	170	80	72	723	109	212	7.57

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 17, 2014**

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		\$65,005.43
Water Fund		\$364,778.77
Motor Fuel Tax Fund		\$24,131.18
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		\$68,879.74
Special Service Area Tax Fund		
Drug Seizures Fund		
	Subtotal:	\$ 522,795.12
General Fund Payroll	11/13/14	\$ 222,320.80
Water Fund Payroll	11/13/14	\$ 20,518.79
	Subtotal:	\$ 242,839.59
Total to be Approved by City Council:		\$ 765,634.71

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 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
A-LEN, INC.	REPAIR PARTS	4223	Maintenance - Building	179.00
BEST QUALITY CLEANING, INC.	NOVEMBER, 2014 JANITORIAL SERVICE	4345	Janitorial Service	1,182.00
COMCAST CABLE	INTERNET AT 1041 S. FRONTAGE ROAD - ACCT 8771 20 109 0343850	4325	Consulting/Professional	107.35
DUPAGE COUNTY RECORDER	R2014 100217 - LIEN - 69802 HIGH ROAD	4221	Legal Notices	8.00
DUPAGE COUNTY RECORDER	R2014 100218 - LIEN - 7928 GRANT STREET	4221	Legal Notices	8.00
I.R.M.A.	VOLUNTEER COVERAGE 11/1/14 - 11/1/15	4219	Liability Insurance	531.00
ICMA MEMBERSHIP RENEWALS	BRYON D. VANA 2015 MEMBERSHIP RENEWAL	4213	Dues and Subscriptions	1,334.00
KING CAR WASH	CAR WASHES	4273	Vehicle (Gas and Oil)	7.50
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	92.28
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	27.58
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	2.19
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	39.87
SHANE'S OFFICE SUPPLY	NAME PLATE - JOHN L. LARATTA, PLANNING & ZONING COMMISSION	4253	Supplies - Office	20.90
SHAW MEDIA	LEGAL 8642 TREASURER'S REPORT	4221	Legal Notices	1,412.80
SHAW MEDIA	LEGAL 8718 2100 MANNING ROAD	4328	Conslt/Prof Reimbursable	564.12
SHAW MEDIA	LEGAL 8591 - 1000 FRONTAGE ROAD	4328	Conslt/Prof Reimbursable	315.96
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	177.69
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - CITY HALL & PW	4223	Maintenance - Building	63.32
UNLIMITED GRAPHIX, INC.	BANK DEPOSIT BOOKS	4235	Printing and Forms	147.57

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	1,645.17
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - A3 AND SHOP	4273	Vehicle (Gas and Oil)	97.95
			Total Administration	<u>7,964.25</u>

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	4219	Liability Insurance	1,155.00
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	4219	Liability Insurance	<u>66.49</u>
			Total City Council	1,221.49

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	OCTOBER 2014 PLAN REVIEW & INSPECTIONS	4325	Consulting/Professional	2,370.00
DON MORRIS ARCHITECTS P.C.	OCTOBER 2014 PLAN REVIEW & INSPECTIONS	4328	Const/Prof Reimbursable	2,151.10
JOSEPH ALGOZINE	OCTOBER 2014 ELECTRICAL INSPECTIONS	4325	Consulting/Professional	595.00
ROSENTHAL, MURPHEY, COBLENTZ	ZONING	4219	Liability Insurance	1,995.00
ROSENTHAL, MURPHEY, COBLENTZ	COLONIAL MANOR PROPERTY EXCHANGE	4219	Liability Insurance	157.50
ROYAL OAKS LANDSCAPING	LANDSCAPE MAINTENANCE - 7928 GRANT	4328	Const/Prof Reimbursable	52.50
			Total Community Development	7,321.10

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - PINE PARKWAY	4257	Supplies - Other	162.50
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - PINE PARKWAY	4257	Supplies - Other	32.50
CHASE CARD SERVICES	CAULK TO SEAL METAL PANELS	4223	Maintenance - Building	230.88
CHASE CARD SERVICES	CAULK TO SEAL METAL PANELS	4223	Maintenance - Building	203.88
CHASE CARD SERVICES	CAULK TO SEAL METAL PANELS	4223	Maintenance - Building	179.70
CHASE CARD SERVICES	PAINT SAMPLES	4257	Supplies - Other	22.59
COM ED	STREET LIGHTS - ACCOUNT 0448008035	4359	Street Light Oper & Maint.	211.69
COM ED	STREET LIGHTS - ACCT 0788318007	4359	Street Light Oper & Maint.	558.04
COM ED	STREET LIGHTS - ACCT 0267129091	4359	Street Light Oper & Maint.	1,280.74
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 6753122017	4359	Street Light Oper & Maint.	87.26
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0269155053	4359	Street Light Oper & Maint.	51.73
CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS - ACCT 0448008035	4359	Street Light Oper & Maint.	1,349.30
CULLIGAN	WATER & FILTER RENTAL	4223	Maintenance - Building	79.17
DUPAGE TOPSOIL, INC.	BAILEY SIDEWALK DIRT/MISCELLANEOUS LOCATIONS	4257	Supplies - Other	300.00
DUPAGE TOPSOIL, INC.	GOLFVIEW & BAILEY REAR YARD/BAILEY SIDEWALK RESTORATION	4374	Drainage Projects	450.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4225	Maintenance - Equipment	44.50
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	44.50
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4229	Maintenance - Vehicles	30.00
FOX LANDSCAPING, INC.	LANDSCAPING OF CITY ENTRY SIGNS	4223	Maintenance - Building	360.00
GRADE A	REAR YARD DRAINAGE DICKENS & GOLFVIEW	4374	Drainage Projects	4,740.25
GRAINGER	PLUMBING PARTS FOR PW SERVICE LINE	4223	Maintenance - Building	5.04
GRAINGER	PLUMBING SUPPLIES FOR PW SERVICE LINE	4223	Maintenance - Building	195.87

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4223	Maintenance - Building	7.42
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4223	Maintenance - Building	235.07
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4229	Maintenance - Vehicles	25.15
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4257	Supplies - Other	534.43
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4259	Small Tools & Equipment	19.97
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4350	Forestry	31.94
HOMER TREE CARE, INC.	TREE REMOVAL - 7301 BUNKER ROAD	4325	Consulting/Professional	660.00
I.R.M.A.	OCTOBER 2014 DEDUCTIBLE	4219	Liability Insurance	555.75
INDUSTRIAL ELECTRICAL SUPPLY	BATTERY FOR 301	4225	Maintenance - Equipment	31.00
JAKE THE STRIPER	STRIPING - TRUCK 114	4815	Equipment	715.00
JSN CONTRATORS SUPPLY	GLOVES & MARKING PAINT	4219	Liability Insurance	157.80
JSN CONTRATORS SUPPLY	GLOVES & MARKING PAINT	4257	Supplies - Other	70.80
KARA COMPANY, INC.	LATH & TAPE TO SECURE JOB SITES	4257	Supplies - Other	115.35
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR 207	4225	Maintenance - Equipment	208.63
NATIONAL POWER RODDING	JETTING - VARIOUS LOCATIONS	4243	Rent - Equipment	2,676.71
NATIVIDAD OSOTEO	MAILBOX REIMBURSEMENT	4257	Supplies - Other	65.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
PATTEN INDUSTRIES, INC.	OIL FOR MACHINES	4225	Maintenance - Equipment	362.48
RAGS ELECTRIC	STREET LIGHT REPAIR - FOUR LOCATIONS	4359	Street Light Oper & Maint.	623.56
RAGS ELECTRIC	STREET LIGHT REPAIR - ELEVEN LOCATIONS	4359	Street Light Oper & Maint.	1,904.56
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	4359	Street Light Oper & Maint.	276.00
RENDEL'S GMC, INC.	REPAIR PARTS 105	4229	Maintenance - Vehicles	96.85
TAMELING, INC.	EXCELSIOR BLANKET & STAPLES	4257	Supplies - Other	88.00
TRUGREEN	FERTILIZATION - 75TH STREET	4350	Forestry	1,043.27
TRUGREEN	FERTILIZATION	4350	Forestry	1,000.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - CITY HALL & PW	4223	Maintenance - Building	21.30
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	76.99
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	48.96
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	4223	Maintenance - Building	72.21
US GAS	OXYGEN & ACETYLENE	4257	Supplies - Other	36.00
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	4229	Maintenance - Vehicles	12.03
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	4229	Maintenance - Vehicles	12.03
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR SHOP	4229	Maintenance - Vehicles	112.72
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - 109	4229	Maintenance - Vehicles	33.22
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - 105	4229	Maintenance - Vehicles	14.30
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR SHOP	4229	Maintenance - Vehicles	30.00
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - A3 AND SHOP	4229	Maintenance - Vehicles	304.50
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - 207	4229	Maintenance - Vehicles	1.11
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	4229	Maintenance - Vehicles	29.21
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	4229	Maintenance - Vehicles	29.21
WILLOWBROOK FORD, INC.	REPAIR PARTS 502	4229	Maintenance - Vehicles	158.04

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
			Total Public Works, Streets	23,416.71

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ANTON HRUBY	MEALS - 3 DAYS AT K9 TRAINING	4265	Travel/Meetings	67.88
ANTON HRUBY	UNIFORM ALLOWANCE - A. HRUBY	4269	Uniforms	125.98
ASR - DEPT 40306	NEW PATCHES SEWN ON UNIFORMS	4269	Uniforms	864.50
ASR - DEPT 40306	UNIFORM ALLOWANCE GREENABERG	4269	Uniforms	257.27
ASR - DEPT 40306	UNIFORM ALLOWANCE - GREENABERG	4269	Uniforms	15.00
ASR - DEPT 40306	UNIFORM ALLOWANCE - BROWN, CHEAURE, TOPEL	4269	Uniforms	73.00
BILL KAY CHEVROLET	D3 REPAIR	4229	Maintenance - Vehicles	318.84
BURR RIDGE VETERINARY CLINIC	HOSPITAL - DOGS OCTOBER 22 & 28, 2014	4201	Animal Control	30.00
BURR RIDGE VETERINARY CLINIC	MALE DOG - CASE 14-23029 - 08/08/2014	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	CANINE - CASE 100177 - 08/14/2014	4201	Animal Control	20.00
BURR RIDGE VETERINARY CLINIC	CANINE - CASE 14-24592 - 08/25/2014 & 08/26/2014	4201	Animal Control	40.00
BURR RIDGE VETERINARY CLINIC	CANINE - 14-25194 - 08/31/2014, 09/01/2014, 09/02/2014	4201	Animal Control	60.00
CHASE CARD SERVICES	CREDIT-REFUND IL TRUCK ENFORCEMENT ASSN	4213	Dues and Subscriptions	(100.00)
CHASE CARD SERVICES	BATTERIES	4217	Investigation and Equipment	37.88
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	4217	Investigation and Equipment	50.00
CHASE CARD SERVICES	BATTERIES	4217	Investigation and Equipment	19.94
CHASE CARD SERVICES	EVIDENCE BIN	4217	Investigation and Equipment	10.47
CHASE CARD SERVICES	K9 FOOD	4217	Investigation and Equipment	187.82

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	SHIPPING - PER COOPER	4233	Postage/Mailings	7.55
CHASE CARD SERVICES	SHIPPING RETURN	4233	Postage/Mailings	16.84
CHASE CARD SERVICES	LATE FEE	4233	Postage/Mailings	1.01
CHASE CARD SERVICES	SHIPPING RETURN	4233	Postage/Mailings	5.49
CHASE CARD SERVICES	DESK CALENDARS & SUPPLIES	4253	Supplies - Office	188.38
CHASE CARD SERVICES	DESK CALENDAR - CAROL	4253	Supplies - Office	1.66
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	40.67
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	10.87
CHASE CARD SERVICES	SQUAD ROOM COURT CALENDAR	4253	Supplies - Office	28.17
CHASE CARD SERVICES	CD SLEEVESE FOR DETECTIVES	4253	Supplies - Office	45.00
CHASE CARD SERVICES	KEYS	4253	Supplies - Office	7.94
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	80.31
CHASE CARD SERVICES	TRAINING CONFERENCE - TOPEL	4263	Training and Education	295.00
CHASE CARD SERVICES	BAGGAGE FEE - IACP CONF - COOPER	4265	Travel/Meetings	50.00
CHASE CARD SERVICES	SHUTTLE FROM AIRPORT TO HOTEL - IACP CONF	4265	Travel/Meetings	64.00
CHASE CARD SERVICES	HOTEL - IACP CONF - COOPER & PICCOLI	4265	Travel/Meetings	490.52
CHASE CARD SERVICES	BAGGAGE FEE - IACP CONF - PICCOLI	4265	Travel/Meetings	50.00
CHASE CARD SERVICES	STAFF MEETING SUPPLIES	4265	Travel/Meetings	10.42
CHASE CARD SERVICES	INTERNET SERVICE	4267	Telephone	142.85
CODE 4	NEW PATCHES	4269	Uniforms	662.00
CODE 4	NEW PATCHES	4269	Uniforms	1,531.00
COLLEGE OF DU PAGE	ERIC SARAT - ACADEMY	4263	Training and Education	3,080.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
DUPAGE COUNTY ANIMAL CONTROL	DOG RESCUE AND BOARDING - THREE DAYS	4201	Animal Control	55.00
GERALD R. PICCOLI	MEALS AT IACP CONFERENCE	4265	Travel/Meetings	50.49
HINSHAW & CULBERTSON LLP	ADMINISTRATIVE TOW JUDGE THROUGH SEPTEMBER 10, 2014	4219	Liability Insurance	137.50
I.R.M.A.	OCTOBER 2014 DEDUCTIBLE	4219	Liability Insurance	108.95
JAMES A. TOPEL	UNIFORM ALLOWANCE	4269	Uniforms	143.65
JEFFREY SIMEK	UNIFORM ALLOWANCE	4269	Uniforms	48.70
JOHN B. COOPER	IACP CONFERENCE - COOPER & PICCOLI	4265	Travel/Meetings	185.49
JUJORA DISTRIBUTORS	ROAD FLARES FOR SQUADS	4815	Equipment	1,295.00
JUST TIRES	TIRES FOR D23	4229	Maintenance - Vehicles	459.08
KALE UNIFORMS	UNIFORM ALLOWANCE - GREENABERG	4269	Uniforms	(257.27)
KALE UNIFORMS	UNIFORM ALLOWANCE - GREENABERG	4269	Uniforms	(15.00)
KING CAR WASH	CAR WASHES	4229	Maintenance - Vehicles	295.00
LEMONT POLICE DEPARTMENT	RANGE FEES - APRIL 9, 23, 2014 & MAY 7, 2014	4243	Rent - Equipment	150.00
LINDA S. PIECZYNSKI	OCTOBER 2014 PROSECUTION FEES	4219	Liability Insurance	1,263.50
MOBILE TEAM TRAINING UNIT IV	ANTON HRUBY - K9 TRAINING	4263	Training and Education	250.00
NICOR GAS	1710 PLAINFIELD - ACCT 82-80-00-1000 9	4271	Utilities (Elec,Gas,Wtr,Sewer)	530.85
NORTHEAST MULTIREGIONAL TRNG	JAMES MURPHY & KARA FOYLE-PRICE TRAINING 10-02-14	4263	Training and Education	100.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
NORTHEAST MULTIREGIONAL TRNG	STEVEN LISS & JAMES TOPEL TRAINING 9/30/14 - 10/02/14	4263	Training and Education	100.00
PATRIOT SECURITY GROUP	POLICE DEPARTMENT CAMERA MAINTENANCE	4225	Maintenance - Equipment	215.00
PROVEN BUSINESS SYSTEMS	TECHNICAL SUPPORT - TOSHIBA - ESTUDIO527S	4225	Maintenance - Equipment	50.00
PROVEN BUSINESS SYSTEMS	TONER - TOSHIBA ESTUDIO527S	4225	Maintenance - Equipment	175.20
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - HOSCH	4203	Auxiliary Police	8.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - BUCHOLZ	4203	Auxiliary Police	39.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - VAUGHN	4203	Auxiliary Police	210.70
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NAKIS	4203	Auxiliary Police	152.90
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - WHITESIDES	4269	Uniforms	4.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - GUGLIELMO	4269	Uniforms	8.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - RENTKA	4269	Uniforms	78.98
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - YEO	4269	Uniforms	46.98
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NINE (9) OFFICERS	4269	Uniforms	182.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - WHITESIDES	4269	Uniforms	4.00
ROSENTHAL, MURPHEY, COBLENTZ	OWEN DEYOUNG DISCIPLINARY MATTER	4219	Liability Insurance	6,176.94
ROSENTHAL, MURPHEY, COBLENTZ	MAP 2014 NEGOTIATIONS	4219	Liability Insurance	1,995.00
SHELL	FUEL	4273	Vehicle (Gas and Oil)	376.49

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
STONE WHEEL, INC.	REPAIR PARTS PD19 AND SHOP	4229	Maintenance - Vehicles	100.20
STONE WHEEL, INC.	REPAIR PARTS PD19 AND SHOP	4229	Maintenance - Vehicles	100.20
STONE WHEEL, INC.	REPAIR PARTS - SHOP	4229	Maintenance - Vehicles	46.50
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	798.21
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - D20	4229	Maintenance - Vehicles	60.16
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS - D20	4229	Maintenance - Vehicles	224.00
WILLOWBROOK FORD, INC.	REPAIR PARTS D28	4229	Maintenance - Vehicles	20.13
WILLOWBROOK FORD, INC.	REPAIR PARTS D19	4229	Maintenance - Vehicles	199.10
			Total Police Department	25,081.88
			Total General Fund	65,005.43

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
AWP CUSTOM UNIFORMS	UNIFORMS - KEITH & DON	4269	Uniforms	440.00
BEST QUALITY CLEANING, INC.	NOVEMBER, 2014 JANITORIAL SERVICE	4223	Maintenance - Building	608.00
CHASE CARD SERVICES	ROAD CRACK REFLECTION FABRIC	4231	Maintenance - Water System	320.00
COM ED	2103 75TH STREET - ACCT 3118112014	4271	Utilities (Elec,Gas,Wtr,Sewer)	703.06
CULLIGAN	WATER & FILTER RENTAL	4223	Maintenance - Building	79.16
DAS ENTERPRISES, INC.	COLONIAL MANOR	4231	Maintenance - Water System	1,639.80
DAS ENTERPRISES, INC.	COLONIAL MANOR	4231	Maintenance - Water System	1,599.80
DAS ENTERPRISES, INC.	COLONIAL MANOR	4231	Maintenance - Water System	1,599.80
DAS ENTERPRISES, INC.	COLONIAL MANOR	4231	Maintenance - Water System	1,439.82
DUPAGE WATER COMMISSION	WATER COSTS	4340	DuPage Water Commission	343,292.14
E.F. HEIL LLC	COLONIAL MANOR	4231	Maintenance - Water System	1,728.00
EJ USA, INC.	FIRE HYDRANT & VALVE FOR ROSEHILL	4231	Maintenance - Water System	2,200.00
ENVIRO-TEST & PERRY LABS	EPA MONTHLY WATER SAMPLES	4241	Quality Control	254.40
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4225	Maintenance - Equipment	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4225	Maintenance - Equipment	30.00
FOSTER'S TRUCK REPAIR	SAFETY LANE TRUCK TESTING	4225	Maintenance - Equipment	44.50
GENE'S TIRE SERVICE, INC.	TIRE REPAIR 408	4225	Maintenance - Equipment	30.60
GRAINGER	PLUMBING SUPPLIES FOR PW SERVICE LINE	4223	Maintenance - Building	195.87
GRAINGER	PLUMBING PARTS FOR PW SERVICE LINE	4223	Maintenance - Building	5.05
HD SUPPLY WATERWORKS	REPAIR CLAMP	4231	Maintenance - Water System	178.00
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4223	Maintenance - Building	7.41

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HOME DEPOT	SUPPLIES - \$4.12 TAX REMOVED FROM INVOICE 8032743	4231	Maintenance - Water System	228.48
JSN CONTRATORS SUPPLY	GLOVES & MARKING PAINT	4219	Liability Insurance	157.80
JSN CONTRATORS SUPPLY	GLOVES & MARKING PAINT	4231	Maintenance - Water System	240.00
KEITH SCHUSTER	UNIFORM ALLOWANCE	4269	Uniforms	203.74
LEE JENSEN SALES, CO., INC.	DELIVERY STEEL PLATES - PLAINFIELD RD COUNTY PATCHES	4231	Maintenance - Water System	337.50
MARK-IT CORPORATION	WATER REPAIR ROAD STRIPING	4231	Maintenance - Water System	2,500.00
RED WING SHOES	UNIFORM - DENNIS CABLE	4219	Liability Insurance	184.00
RED WING SHOES	UNIFORM ALLOWANCE - DENNIS CABLE	4269	Uniforms	204.97
SIKICH PROFESSIONAL SERVICES	FYE14 AUDIT	4320	Audit	6,550.00
SUBURBAN CONCRETE, INC.	WATER DEPARTMENT CONCRETE REPAIRS	4231	Maintenance - Water System	(4,281.64)
US GAS	OXYGEN & ACETYLENE	4231	Maintenance - Water System	36.00
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	290.33
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	4225	Maintenance - Equipment	136.35
ZIEBELL WATER SERVICE PRODUCTS	COPPER & BRASS FITTINGS - DARIEN POINTE	4231	Maintenance - Water System	1,565.83
			Total Public Works, Water	364,778.77
			Total Water Fund	364,778.77

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PUBLIC WORKS	4245	Road Material	985.55
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PW SHOP	4245	Road Material	907.02
MORTON SALT, INC.	SALT	4249	Salt	9,345.28
MORTON SALT, INC.	SALT	4249	Salt	<u>12,893.33</u>
			Total MFT Expenses	<u>24,131.18</u>
			Total Motor Fuel Tax	24,131.18

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 11/4/2014 Through 11/17/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
BUTTERY RENTAL SERVICES, INC.	HOLLY PARK PROJECTG EQUIPMENT RENTAL	4376	Ditch Projects	220.00
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	(1,679.79)
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	1,639.80
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	819.90
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	1,599.80
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	(819.90)
DAS ENTERPRISES, INC.	OLDFIELD DITCH PROJECT	4376	Ditch Projects	1,599.80
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	799.90
DAS ENTERPRISES, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	1,399.83
DUPAGE TOPSOIL, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	6,405.00
DUPAGE TOPSOIL, INC.	OLDFIELD ROAD DITCH PROJECT	4376	Ditch Projects	5,795.00
E.F. HEIL LLC	IRIS ROAD DITCH PROJECT	4376	Ditch Projects	2,106.00
HOMER TREE CARE, INC.	TREE REMOVAL/REPLACEM... - KENTWOOD BRIDGE REPAIR	4376	Ditch Projects	685.00
ROAD SAFE	OLDFIELD ROAD CLOSURE - 2ND FINAL INVOICE	4376	Ditch Projects	1,120.00
SCORPIO CONSTRUCTION GROUP	OLDFIELD ROAD, IRIS ROAD & 68TH STREET DITCH PROJECTS	4376	Ditch Projects	46,524.40

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 11/4/2014 Through 11/17/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SCORPIO CONSTRUCTION GROUP	OLDFIELD ROAD, IRIS ROAD & 68TH STREET DITCH PROJECTS	4376	Ditch Projects	333.00
SCORPIO CONSTRUCTION GROUP	OLDFIELD ROAD, IRIS ROAD & 68TH STREET DITCH PROJECTS	4376	Ditch Projects	332.00
			Total Capital Fund Expenditures	68,879.74
			Total Capital Improvement Fund	68,879.74
Report Total				522,795.12



P.O. BOX 15123
WILMINGTON, DE
19850-5123

Get updates on the go
Log on to chase.com/alerts

Payment Due Date: 11/24/14
New Balance: \$2,699.84
Minimum Payment: \$539.00

Account number: [REDACTED]

\$ 2699 84 Amount Enclosed
Make your check payable to: Chase Card Services

19254 BEX Z 30614 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



Customer Service:
1-800-275-0863



Mobile: Visit chase.com
on your mobile browser

BUSINESS CARD STATEMENT

ACCOUNT SUMMARY

Account Number: [REDACTED]

Previous Balance	\$2,397.15
Payment, Credits	-\$2,497.15
Purchases	+\$2,799.84
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$2,699.84

Opening/Closing Date	10/03/14 - 11/02/14
Credit Limit	\$50,000
Available Credit	\$47,300
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION

New Balance	\$2,699.84
Payment Due Date	11/24/14
Minimum Payment Due	\$539.00

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

FLEXIBLE REWARDS SUMMARY

Previous points balance	49,403
+ Points earned on purchases this period	2,700
= New total points balance	52,103

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/20	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE [REDACTED] - \$2,397.15 INCLUDING PAYMENTS RECEIVED	-2,397.15
10/03	SHERWIN WILLIAMS #3092 WOODRIDGE IL 01-30-4257 - Paint Samples	22.59
10/20	ROAD FABRICS INC 630-293-3111 IL 02-50-4231 Room crack reflection fabric	320.00
10/21	CARROLL DIST 22 6302575440 IL 01-30-4223 Caulk to seal metal panels	230.88
10/24	CARROLL DIST 22 6302575440 IL 01-30-4223 " " " " "	203.88
10/30	CARROLL DIST 22 6302575440 IL 01-30-4223 " " " " "	179.70
	DANIEL GOMBAC TRANSACTIONS THIS CYCLE ([REDACTED]) \$957.05	
10/08	PAYPAL *ILTRKENFASC [REDACTED] IL 01-40-4213 Refund ZL Trade Enforcement	-100.00
10/02	USPS.COM CLICK66100611 800-3447779 DC 01-40-4232 Shipping return	5.49
10/03	OFFICE DEPOT #1090 800-463-3768 MA 01-40-4252 Desk Calendar	1.66
10/03	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4252 Calendars + Supplies	188.38
10/02	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective internet searches	50.00
10/07	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping	7.55
10/08	WAL-MART #2215 DARIEN IL 01-40-4265 Office Meeting Supplies	10.42
10/07	OFFICE DEPOT #1090 800-463-3768 MA 01-40-4253 Office Supplies	10.87
10/07	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Squad Room Court Calendar	28.17
10/08	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 CV Sleeves for detectives	45.00
10/13	ITOAORG 708-922-1280 IL 01-40-4263 Topical Training Conference	295.00



ACCOUNT ACTIVITY

(CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/14	WAL-MART #2215 DARIEN IL 01-40-4217 Batteries	37.88
10/21	UPS*000000Y1048X384 800-811-1648 GA 01-40-4233 Shipping return	16.84
10/21	UPS*000000Y1048X424 800-811-1648 GA 01-40-4233 Late charge	1.01
10/20	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	40.67
11/01	COMCAST CHICAGO CS 1X 800-266-2278 IL 01-40-4217 City internet service	142.85
10/31	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies CAROL KOPTA TRANSACTIONS THIS CYCLE (██████████) \$862.10	80.31
10/25	UNITED 0162606800402 800-932-2732 TX 01-40-4265 Baggage Fees on flight 102514 1 E ORD MCO IACP Cooper	50.00
10/25	MEARS TRANS. AIRPORT 407-2540215 FL 01-40-4265 Shuttle Bus - IACP Conf	64.00
10/29	DOUBLETREE ORLANDO SEAWO ORLANDO FL 01-40-4265 - Hotel - Cooper/Piccoli	490.52
10/29	UNITED 0162606965528 800-932-2732 TX 01-40-4265 Baggage Fees on flight 102914 1 E MCO ORD IACP Piccoli	50.00
	JOHN COOPER TRANSACTIONS THIS CYCLE (██████████) \$654.52	
10/10	WAL-MART #2215 DARIEN IL 01-40-4217 Batteries	19.94
10/13	WAL-MART #2215 DARIEN IL 01-40-4217 Evidence Bin	10.47
10/21	THE HOME DEPOT 1905 DARIEN IL 01-40-4253 Keys	7.94
10/23	PETSMART INC 422 DARIEN IL 01-40-4217 K9-7000 MARY BELMONTE TRANSACTIONS THIS CYCLE (██████████) \$226.17	187.82

2014 Totals Year-to-Date	
Total fees charged in 2014	\$0.00
Total interest charged in 2014	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

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
PURCHASES			
Purchases	13.24% (v)	-0-	-0-
CASH ADVANCES			
Cash Advances	19.24% (v)	-0-	-0-
BALANCE TRANSFERS			
Balance Transfer	13.24% (v)	-0-	-0-

(v) = Variable Rate

31 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.

AGENDA MEMO
City Council
Meeting Date: November 17, 2014

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Woman's Club.

BACKUP

Background/History

The Darien Woman's Club has applied for a Class B Raffle License. The dates of the Raffles are March 1, 2015 through March 31, 2015. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Woman's Club raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the November 17, 2014 City Council Agenda for formal consideration.

*Darien
Woman's
Club* 
Founded 1970

October 30, 2014

Maria Gonzalez
City of Darien
1702 Plainfield Rd.
Darien, IL 60561

Dear Ms. Gonzalez:

On behalf of the Darien Woman's Club I am applying for a Class B. Raffle License. I have attached the completed application.

As the Darien Woman's Club is a not-for-profit charitable organization, I am requesting the bond fee associated with the license be waived.

Please let me know if you have any questions or need additional information.

Sincerely,



Jenny Overmann
Ways & Means Chair
Darien Women's Club
630-964-5940

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Darien Woman's Club

ADDRESS: P.O. Box 2098, Darien, IL 60561

TELEPHONE NUMBER: 630-964-5940 FAX NUMBER: _____

TYPE OF ORGANIZATION: Charitable
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

Darien - all
surrounding areas

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

8a - 9p

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:

March 1, 2015 - March 31, 2015

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:

Darien Swim + Racquet Club

I, Jennifer Overmann, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Jennifer Overmann
Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
CITY COUNCIL
Meeting Date: November 17, 2014

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Historical Society.

BACKUP

Background/History

The Darien Historical Society has applied for a raffle license; the raffle will be held on Sunday, January 25, 2015. They have also requested a waiver of the bond requirement. The City regularly waives this requirement for qualified charitable, non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Historical Society raffle be waived.

Alternate Consideration

Do not waive the bond requirement.

Decision Mode

This item will be placed on the November 17, 2014 Council Agenda for formal consideration.

Darien Historical Society



November 3, 2014

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

Dear Madam Mayor and Members of the City Council:

In accordance with the mandate of the City of Darien, the Darien Historical Society requests permission to hold a "Split the Pot" raffle as a fund-raiser for its "Sunday Dinner" event.

The event is to be held at Alpine Banquets of Darien on Sunday, January 25, 2015, between the hours of 1 - 5 p.m.

Specifically, we also request a waiver of the license bond fee.

On behalf of the DHS Board of Directors, with respect,

Alice Brennan
Corresponding Secretary

Reply to:
Darien Historical Society
7422 Cass Avenue
Darien, IL 60561
Attn: A. Brennan

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: Darien Historical Society

ADDRESS: 7422 Cass Avenue, Darien, IL 60561

TELEPHONE NUMBER: 630/964-6792 FAX NUMBER: -

TYPE OF ORGANIZATION: Educational/Charitable
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Alpine Banquets (Banquet facility)

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
1-5 p.m.

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
1-25-15 - 4:30 p.m.

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Alpine Banquets

I, Alise M. Brennan, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Dean Rodkin, President
Presiding Officer

ATTEST:
Donald Dibern
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
Meeting Date: November 17, 2014

ISSUE STATEMENT

Motion approving **RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT**

BACKGROUND/HISTORY

The Illinois Open Meetings Act includes language that states any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body. The City allows public comments at all of its meetings however, the City needs to establish separate rules regarding the public's opportunity to address public officials. City Attorney Murphey provided draft rules to be reviewed and approved by the City. Some sections of the rules are specifically required while others are subject to reasonable Council policy.

The Administrative/Finance Committee discussed the proposed rules and unanimously agreed to recommend the attached rules to the Council. The discussion focused on the provision of the rules that states, *Public comment time shall be limited to three (3) minutes per person*. Public comments are currently only limited to 3 minutes under the first comment period on the agenda. Under the proposed rules the 3 minute time limit also applies to the remaining 2 public comment periods listed on the agenda. The committee agreed to the 3 minute time period primarily because the City Council can waive the time limit rule during a meeting by a majority vote of the Council. Additionally, staff advised that the 3 minute rule is important for meetings in order to allow sufficient public comment period for meeting with large attendance. These rules will also apply to all of the City's committees once they are approved by the Council.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee and staff recommend approval of the Rules.

ALTERNATE CONSIDERATION

As directed

DECISION MODE

This item will be placed on the November 17, 2014, City Council meeting for formal consideration.

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached [Agenda template](#).

2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters

germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

AGENDA TEMPLATE

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

DATE

TIME

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. **Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18).**
6. Approval of Minutes
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
13. Standing Committee Reports
14. **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 - 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
17. New Business
18. **Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue -3 Minute Limit Per Person)**
19. Adjournment

AGENDA MEMO
City Council
November 17, 2014

ISSUE STATEMENT

A motion approving the payment of the City's Net Pension Obligation of IMRF in the amount of \$54,230.00

BACKGROUND/HISTORY

The City of Darien employees, excluding sworn Police Officer's, are members of the IMRF pension plan in accordance with state statutes. When the economy was in crisis in 2008, that fund experienced significant losses to its investments and as such suggested several options to replenish those funds. One option was to slightly increase the City's contribution rate and spread the payments out over time. The City chose that option knowing that it could repay the obligation back without prepayment penalties. As a result of our payment, the City would save **\$3,986** in interest expense as well as reducing the rate that the City contributes in 2016. Currently the City has the funds available to pay that obligation back and save the interest cost.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee and Staff recommend approval of a motion approving the payment of \$54,230.00 out of the general fund of the City.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

It will be placed on the November 17, 2014, City Council Agenda for approval.

AGENDA MEMO
City Council
Meeting Date: November 17, 2014

Issue Statement

Approval of a motion to extend the refuse contract with Advance Disposal for an additional two (2) year period as allowed in the current contract.

BACKUP

Background/History

The Refuse contract with Advance Disposal (formally Veolia) is a 4 year contract that is set to expire on March 31, 2015. Upon request, the City may exercise an option to extend the contract term for an additional two (2) year period under the same terms and conditions as the initial contract and at the attached rates. At this year's Goal Setting session Staff requested the Council consider exercising the 2 year extension. In summary, if the same program is continued with Advance the rates for the next 2 years would be:

- 4-1-15 to 3-31-16- \$3.47 per refuse/yard waste sticker
- 4-1-16 to 3-31-17- \$3.63 per refuse/yard waste sticker

Those sticker rates are lower than the neighboring communities of Downers Grove (\$3.70) and Woodridge (3.67). Advance's service has been excellent and we seldom receive calls from residents regarding poor service. An additional reason to extend the contract is to relieve the burden on residents when changing companies. Switching garbage companies requires the return and repurchase of stickers and totes, may require a different pickup schedule, and a large educational program advising residents of the change. The City has both bid and extended refuse contracts based of different factors. The consensus of the Council at Goal Setting was exercise the 2 year option Given the favorable rate, excellent service, and ease for residents.

Staff/Committee Recommendation

The City Council recommended approval of the extension.

Alternate Consideration

As directed.

Decision Mode

The item will be on the November 17, 2014, City Council agenda for formal consideration.

RESOLUTION NO. R-14-11

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

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

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

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

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

Kathleen Moesle Weaver
KATHLEEN MOESLE-WEAVER, MAYOR

ATTEST:

Joanne F. Coleman
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY



Refuse, Recycling and Yard Waste Collection Services

General Specifications of Contract

1. **Purpose of this Section**

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

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

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

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

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

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

4. **Recycling**

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

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

Definitions

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

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

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

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

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

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

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

Contractor shall mean Proposer.

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

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

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

Day shall mean Calendar Day unless otherwise stated.

Disposal Unit shall have different meanings as follows:

- (1) For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse or household construction and demolition debris as herein defined, securely tied or closed in such a fashion so as to prevent the littering, leaking or scattering of refuse or debris; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and exceeding fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit.

- (2) For the purpose of **yard waste** collection, a "disposal unit" shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person, or one (1) water-tight metal, or plastic reusable waste container with handles, no larger than thirty-two (32) or thirty-three (33) gallons in capacity .

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

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

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

HDPE shall mean high-density polyethylene.

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

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

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

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

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

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

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

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

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

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

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

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

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

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

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

PET shall mean polyethylene terephthalate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifications shall mean specifications identified in the Contract.

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

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

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

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

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

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

CONTRACT COLLECTION SPECIFICATIONS

Refuse and Yard Waste

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

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

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

Acceptable/Unacceptable Material

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

Yard Waste Bundled Brush

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

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

Sticker Design and Distribution

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

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

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

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

Price and Collection Structure

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

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

Recyclable Material Program

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

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

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

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

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

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

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

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

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

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

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

Fall Leaf Collection and Amnesty Day Options

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

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

Live Christmas Tree Collection

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

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

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

Monthly Reporting

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

REFUSE

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

YARD WASTE

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

RECYCLABLE MATERIAL

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

Consumer Education

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

Title to Wastes

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

Disposal

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

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

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

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

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

Rates & Special Rates

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

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

Special Collections

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

Contract Terms

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

1. Exclusive Grant / Intent

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

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

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

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

2. Scope of Work

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

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

3. Term of Contract

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

4. Sticker Refund

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

5. Assignment

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

6. Independent Contractor/Compliance

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

7. Performance Bond

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

8. Local Office

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

9. Collections Units

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

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

10. Holidays

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

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

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

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

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

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

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

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

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

12. Schedule and Time of Collections

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

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

13. Schedule Adherence

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

14. Emergencies; Strikes

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

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

15. Local Improvements

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

16. Taxes, Licenses and Permits

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

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

17. Insurance – General Requirements

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

(1) Worker's Compensation Insurance – Statutory amount

(2) General Liability Insurance:

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

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

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

(3) Auto Liability Insurance:

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

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

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

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

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

18. Accident Prevention

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

19. Blank

20. Placement of Containers

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

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

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

21. Blank

22. Replacement Damage

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

23. Collection Vehicles

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

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

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

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

24. Equal Employment Opportunity – Affirmative Action

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

25. Employees

(a) The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews.

(b) The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving.

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

26. Complaints Procedure

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

27. Complaints

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

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

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

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

32. Cancellation/Termination/Fines

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

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

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

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

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

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

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

33. Force Majeure

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

34. Change in Law

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

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

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

35. Notices

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

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

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

- B. The Contractor at:

INSERT CONTRACTOR CONTACT BELOW

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

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

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

36. Amendment

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

37. Severability

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

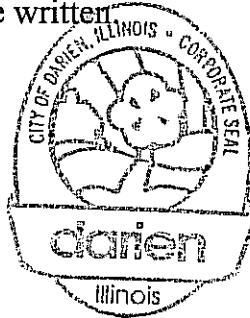
38. Successors and Assigns

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

39. Entirety

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

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



CITY OF DARIEN, an Illinois
Municipal Corporation,

By: Kathleen Neenan Weaver
Mayor

(Seal)

ATTEST:

James S. Calverton
City Clerk

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

By: James M. Rooney

Date: January 27, 2011

(Seal)

ATTEST/WITNESS:

Robert F. Pfister
Robert F. Pfister

City of Darien

EXHIBIT 1 RATES - INITIAL PERIOD

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

One Amnesty Day Collection	75,000	78,375	81,902	85,588
Sticker Price Increase for One Amnesty Day Collection	.20	.21	.22	.23
Bulk Items (number of stickers)	2 Stickers	2 Stickers	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00	\$8.00	\$8.00
Special leaf collection	\$45,000	\$47,025	\$49,142	\$51,353
Sticker Price Increase for Special leaf collection	.10	.11	.12	.13
Special Collections (charge per cubic yard to customer)	\$8.00	\$8.50	\$8.75	\$9.00
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0	0	0
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	\$240	\$250	\$2.65	\$275
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	285	300	310	325
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	350	365	380	400
Disposal Rate for Roll-Off Container Service Overages (per ton)	45	47	49	51

OPTION PERIOD

Description of Service	Year 1 4/1/15 - 3/31/16	Year 2 4/1/16 - 3/31/17
Refuse Sticker price (includes recycling) to be charged to customer	3.33	3.48
Optional Cart 64 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	21.29	22.24
Optional Cart 96 gallon (refuse or yard waste collection) - Monthly fee to be charged (includes recycling collection) once per week collection	26.06	27.23
Optional Cart Price 96 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	26.06	27.23
Optional Cart Price 64 gallon (Yard waste collection) – Monthly fee to be charged to customer - once per week collection.	21.29	22.24

One Amnesty Day Collection	\$89,440	\$93,465
Sticker Price Increase for One Amnesty Day Collection	.24	.25
Bulk Items (number of stickers)	2 Stickers	2 Stickers
White Goods (number of stickers)	5 Stickers	5 Stickers
Cost of Recycling Bins	\$8.00	\$8.00
Special leaf collection	\$53,665	\$56,100
Sticker Price Increase for Special Leaf Collection	.14	.15
Special Collections (charge per cubic yard to customer)	9.25	9.50
Sticker Price Discount for exclusive right to provide dumpsters for permitted work	0	0
10-Cubic Yard Roll-Off Container Service (per load) includes 2 tons	286	300
20-Cubic Yard Roll-Off Container Service (per load) includes 3 tons	340	355
30-Cubic Yard Roll-Off Container Service (per load) includes 4.5 tons	415	435
Disposal Rate for Roll-Off Container Service Overages (per ton)	53	56

City of Darien
EXHIBIT 2

CITY OF DARIEN MUNICIPAL FACILITIES

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

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