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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting  
of the City Council of the  
**CITY OF DARIEN**  
December 21, 2009  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance — Cub Scouts Pack 36 (Mark Delay School)
3. Roll Call
4. Declaration of Quorum
4. Approval of Minutes — [December 7, 2009](#)
5. Receiving of Communications
6. Mayor's Report
  - A. Recognition of 2009 Holiday Home Decorating Contest Winners
7. City Clerk's Report
8. City Administrator's Report
9. Department Head Information/Questions
10. Treasurer's Report
  - A. Warrant Number — [09-10-15](#)
  - B. Monthly Report — [November 2009](#)
11. Standing Committee Reports

12. 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.)
13. Old Business
  - A. Consideration of a Motion to Remove from the Table an Ordinance Amending Title 3, Chapter 3, “Liquor Control Regulations, “of the Darien City Code by Adding New Section 3-3-25, “[Prohibition of Video Gaming](#),” Thereto
  - B. Consideration of a Motion to Approve an Ordinance Amending Title 3, Chapter 3, “Liquor Control Regulations, “of the Darien City Code by Adding New Section 3-3-25, “[Prohibition of Video Gaming](#),” Thereto
14. Consent Agenda
  - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond for the [Darien Historical Society](#)
  - B. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien \(Municipal Services\)](#)
  - C. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien \(Administration & PD\)](#)
  - D. Consideration of a Motion to Approve A Resolution Appointing Paul Nosek as the [Authorized Agent to the Illinois Municipal Retirement Fund](#) for the City of Darien
  - E. Consideration of a Motion to Approve a Resolution [Appointing Scott Coren as the Freedom of Information Officer for Administration and John Cooper as the Freedom of Information Officer for the Police Department](#)
  - F. Consideration of a Motion to Approve a Resolution Authorizing the Administrator to Enter into an [Agreement with Cingular](#) for Use of Space at 1220 Plainfield Road to Construct Cellular Antennas
  - G. Consideration of a Motion to Approve the [Hinsdale South Athletic Club 1<sup>st</sup> Annual Hornet Run](#), 5k Run / 1 Mile Walk on Sunday, April 18, 2010, Beginning at 8:30 a.m.
  - H. Consideration of a Motion to Approve the Use of the Right Half of the Following Streets for the [1<sup>st</sup> Annual Hornet Run](#), Which Begins at the Northwest Corner of Darien Community Park and Proceeds as Follows:

5K Run - 71<sup>st</sup> Street to Richmond Avenue; South on Richmond Avenue and Following Cherokee Drive to Darien Lane; North on Darien Lane and Following Timber Lane to Seminole Drive; North on Seminole Drive to 71<sup>st</sup> Street; West on 71<sup>st</sup> Street to Beechnut Lane to Hinsbrook Avenue; East on Hinsbrook Avenue to Wilmette Avenue; North on Wilmette Avenue to 69<sup>th</sup> Street; East on 69<sup>th</sup> Street to Bentley Avenue; South on Bentley Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Northwest Corner of Darien Community Park with Access for Emergency Vehicle and Local Traffic at All Times; AND

1 Mile Walk – 71<sup>st</sup> Street to Richmond Avenue; North on Richmond Avenue to Maple Lane; East on Maple Lane to Bentley Avenue; South on Bentley Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Northwest Corner of Darien Community Park with Access for Emergency Vehicles and Local Traffic at All Times.

15. New Business
  - A. Consideration of a Motion to Approve Rebating the Local Taxing Districts for the Increased Utility Tax Amount for Their Current Fiscal Years
  
16. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
  
17. Adjournment

## **PUBLIC HEARING – TAX LEVY (SSA)**

THE TAX LEVY PUBLIC HEARING WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER. THE PUBLIC HEARING ADJOURNED AT 7:04 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:04 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE DECEMBER 7, 2009 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:20 P.M.

## **EXECUTIVE SESSION**

It was moved by Alderman Schauer and seconded by Alderman McIvor to go into Executive Session for the purpose of discussing Sale or Lease of Real Estate, Section 2(C)(6) of the Open Meetings Act at 7:20 P.M.

Roll Call: Ayes: Avcì, Galan, Gattuso, McIvor, Poteraske, Schauer

Nays: None

Absent: Marchese

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

## **EXECUTIVE SESSION ADJOURNMENT**

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

**REVERSE ROLL CALL - MOTION DULY CARRIED**

The Executive Session meeting adjourned at 7:30 P.M.

## **Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**DECEMBER 7, 2009**

### **1. CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:31 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 Coleman was as follows:

|          |                    |                        |
|----------|--------------------|------------------------|
| Present: | Halil Avci         | Sylvia McIvor          |
|          | John Galan         | John F. Poteraske, Jr. |
|          | Carolyn A. Gattuso | Ted V. Schauer         |

Absent: Joseph A. Marchese

Also in Attendance: Kathleen Moesle Weaver, Mayor  
Joanne F. Coleman, City Clerk  
Michael J. Coren, City Treasurer  
John B. Murphey, City Attorney  
Bryon D. Vana, City Administrator  
Daniel Gombac, Director of Community Development/Municipal Services  
Robert Pavelchik, Police Chief  
Scott Coren, Assistant City Administrator

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

5. **APPROVAL OF MINUTES** – November 16, 2009

It was moved by Alderman Galan and seconded by Alderman Avci to approve the minutes of the November 16, 2009 meeting, as presented.

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

Nays: None

Abstain: Gattuso

Absent: Marchese

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

There were none.

7. **MAYOR'S REPORT**

A. Mayor Weaver read into the record a proclamation declaring December, 2009 as “*Drunk and Drugged Driving (3D) Prevention Month*” in the City of Darien.

B. Mayor Weaver read into the record a proclamation declaring December 7, 2009 as “*Angelman Syndrome Awareness Day*” in the City of Darien.

Representatives of the Kids4Good Program were in attendance to accept the proclamation. The Leader

of the Kids4GoodProgram, Cynthia McGann, introduced 3<sup>rd</sup> Grader Gina Evans, who brought Angelman Syndrome to the attention of her classmates, their parents, and teachers, and was instrumental in the organization of the project. Ms. McGann thanked the parent volunteers Mary Beth Owano, Beth Tischler, and Debbie Gaudiardo, who were immensely involved in the labor intensive project. Ms. McGann also expressed gratitude to Dr. Carlo, Superintendent of School District 61, Mr. Casey, Principal of Lace School, Mr. Fitzgerald and Mr. Filas, Principals of Eisenhower Junior High School, and Ms. Lantvit, Principal of Mark Delay School. Ms. McGann thanked her family for their patience during this project. Ms. McGann introduced Paula Evans.

Paula Evans, the mother of Ainsley, a child with Angelman Syndrome, expressed gratitude to the community for all they did to bring awareness of Angelman Syndrome.

Cynthia McGann presented the Speak Out for AS event slide show for the Council Members and viewing audience.

Mayor Weaver announced that nominations for the Holiday Home Decorating Contest are being accepted in person or by telephone at City Hall through Monday, December 14. The winners will be announced at the next City Council Meeting on December 21, 2009. Reservations are being taken at City Hall for the free Holiday Trolley rides on December 22, 23, and 28. Cider, cookies and hot chocolate will be served.

#### 8. **CITY CLERK'S REPORT**

City Clerk Coleman invited all to attend Coffee with the Mayor on Saturday, December 19, 2009 at Carmelite Carefree Village, 8419 Bailey Road, from 9:00 A.M. to 10:00 A.M.

#### 9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

#### 10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac advised that a summary comparing budgeted amounts to actual expenditures of completed major projects was presented to the Public Works/Streets Committee at the November 17, 2009 meeting.

Director Gombac provided the highlights as follows:

Concrete Replacement Program. Residents participated with approximately \$50,000 worth of concrete work through the city's contract. It is anticipated that next year's concrete program will find a reduction in the sidewalk portion, and focus more on maintenance. Director Gombac commended the efforts of the Concrete Liaison, Kris Throm. Director Gombac announced that Kris Throm has been promoted to Water Division Foreman.

Ditch Improvement. Seven projects ranging from \$12,000 to \$205,000 were performed this year. Director Gombac was proud to say the entire drainage improvement project came in almost \$93,000 below budget. Director Gombac commended Ditch Project Liaison, Jeff Corneils.

Street Maintenance: Director Gombac advised that the Street Maintenance Project came in approximately

\$230,000 under budget. Director Gombac commended Street Division Foreman, David Fell, for his oversight of this project.

Rear Yard Drainage: Thirteen successful, resident cost sharing projects resulted this year. Many nuisance drainage concerns were addressed.

Director Gombac reported that the city realized a \$622,000 or 13.61% savings on all of this year's projects. Random 2009 Program Survey Result cards were sent out. All comments were provided in the Administrator's Report.

In response to Alderman Avci's inquiry, Director Gombac explained that resident reimbursements referred to money paid to the city for work performed under the city's contracts, and that the city does not get involved with any warranties for the private portion of the concrete replacement program. The city held a surety bond from the contractor in the amount of \$10,000 for the city's portion of the work.

In response to Alderman Poteraske, Director Gombac advised that the only project not included in the summary report is Walnut Drive. It is anticipated the Walnut Drive project will come in \$50,000 to \$75,000 under budget.

Assistant Administrator Coren advised that the city will be entering the final year of the refuse contract with ARC Disposal on April 1, 2010. Residents of Darien have been paying approximately 20% less than neighboring communities on the current contract. The city is anticipating going out to bid beginning in March or April of 2010 for the May, 2011 contract in order to provide additional time in the event the award goes to a new vendor. A meeting will be held with all interested major vendors to discuss various options including Amnesty Day and Fall Leaf Pick-Up. In response to Mayor Weaver, Assistant Administrator Coren advised that April, 2010 begins the city's final option year.

In response to Alderman Poteraske, Assistant Administrator Coren advised that after in-depth discussions, the Environmental Committee prefers the sticker program.

In response to Alderman Avci, Assistant Administrator Coren advised that a year and a half ago it was not financially advisable to go with the tote program. The tote program can now be considered with a new contract.

Administrator Vana clarified that the base bid will reflect the current program, and any options will be above and beyond.

Alderman Avci expressed an interest in having more than the last four City Council Meetings available for viewing on line, and inquired as to the demand.

Administrator Vana responded that a report to determine the number of on-line video viewings can be obtained. Administrator Vana added that copies of meetings are easily available to interested parties via e-mail.

Assistant Administrator Coren added that the demand can be tracked based on the number of hits. City Council Meetings are archived at City Hall, and are easily retrieved for e-mailing or copying to a dvd. It is very costly to maintain the videos on the website.

Alderman Avci reiterated his desire to have more meetings available on the website, and suggested quotations for maintaining two months, six months, and one year be obtained and provided to the Administrative Finance Committee for review and recommendation.

Treasurer Coren advised that, in his opinion, maintenance of four meetings on the website is reasonable since copies of all the meetings are available at City Hall. Treasurer Coren suggested that the quotations be brought to the City Council as part of the budget review process.

Alderman McIvor added that since the minutes, agendas and e-packets are available on-line, she feels that, with the exception of critical meetings, it is not necessary to keep the older videos on the website.

Mayor Weaver agreed that review of the video quotations be conducted as part of the budget process.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 09-10-14**

It was moved by Alderman Gattuso and seconded by Alderman Galan to approve payment of Warrant Number 09-10-14 in the amount of \$90,015.95 from the General Fund; \$17,794.78 from the Water Fund; \$3,658.71 from the Motor Fuel Tax Fund; \$3,360.00 from the Water Depreciation Fund; \$4,601.22 from the Darien Area Dispatch Fund; \$169,944.49 from the Capital Improvement Fund; \$198.44 from the Special Service Area Tax Fund; \$225,358.45 from the General Fund Payroll for the period ending 11/19/09; \$16,841.80 from the Water Fund Payroll for the period ending 11/19/09; \$24,480.58 from the D.A.D.C. Fund Payroll for the period ending 11/19/09 for a total to be approved of \$556,254.42.

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

Nays: None

Absent: Marchese

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. TREASURER'S MONTHLY REPORT – OCTOBER, 2009**

Treasurer Coren reviewed all year-to-date sources of revenue and expenditures and fund balances through the month of October, 2009: General Fund Revenue \$6,897,140; General Fund Expenditures \$5,883,840; Current General Fund Balance \$3,892,365; Water Fund Revenue \$1,772,415 Water Fund Expenditures \$1,785,122; Current Water Fund Balance \$438,247; Motor Fuel Tax Fund Revenue \$306,083; Motor Fuel Tax Fund Expenditures \$160,249; Current Motor Fuel Tax Fund Balance \$33,987; Water Depreciation Fund Revenue \$13,709; Water Depreciation Fund Expenditures \$65,110; Current Water Depreciation Fund Balance \$584,773; Capital Improvement Fund Revenue \$221,996; Capital Improvement Fund Expenditures \$1,805,066; Current Capital Improvement Fund Balance \$1,107,928; Capital Projects Debt Service Fund Revenue \$85,353; Capital Projects Debt Service Fund Expenditures \$452,000; and a current fund balance of \$73,638.

12. **STANDING COMMITTEE REPORTS**



**Planning/Development Committee** — Alderman McIvor announced that the Planning/Development Committee meeting of Monday, December 28 has been cancelled due to lack of agenda items.

**Public Works Water/Streets Committee** — Director Gombac advised that the Public Works Water/Streets Committee Meeting of December 21, 2009 has been cancelled.

**Administrative/Finance Committee** — Alderman Poteraske advised that the next Administrative and Finance Committee Meetings are scheduled to take place on Monday, December 14, 2009 and January 11, 2009 at 6:30 P.M. in the upstairs conference room.

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

There were none.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

A. **CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN'S CLUB**

B. **ORDINANCE NO. O-35-09**                      **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF DARIEN, TITLE 7, CHAPTER 4, ILLICIT DISCHARGE DETECTION AND ELIMINATION**

C. **RESOLUTION NO. R-78-09**                      **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DUPAGE COUNTY FOR THE ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM (IDDE)**

D. **RESOLUTION NO. R-79-09**                      **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$26,772.00 (2010 STREET MAINTENANCE)**

- E. **ORDINANCE NO. O-36-09**                    **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE (PZC 2009-11: 7908 CASS AVENUE)**
- F. **ORDINANCE NO. O-37-09**                    **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE GRANTING A MINOR AMENDMENT TO AN APPROVED PLANNED UNIT DEVELOPMENT (ROCKWELL PUD, 8251 LEMONT ROAD, SUITE 101, FOUR CORNERS CHURCH)**
- G. **ORDINANCE NO. O-38-09**                    **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2009, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010, FOR THE CITY OF DARIEN, ILLINOIS**
- H. **ORDINANCE NO. O-39-09**                    **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2009, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010, FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL**
- I. **ORDINANCE NO. O-40-09**                    **CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING CHAPTER 1-5-7 OF THE DARIEN CITY CODE TO MODIFY THE CITY COUNCIL COMMITTEE STRUCTURE**
- J.                    **CONSIDERATION OF A MOTION TO APPROVE MAYOR’S RECOMMENDED APPOINTMENTS TO THE STANDING COUNCIL COMMITTEES**

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

Nays:                None

Absent:              Marchese

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

16. **NEW BUSINESS**

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

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

Alderman Gattuso announced that nominations for Citizen of the Year are currently being accepted.

Mayor Weaver added that the Citizen of the Year is usually announced at the end of January, with a cake and coffee reception in February. The dinner dance will be held at Alpine Banquets on March 6, 2010.

Alderman Galan announced that the Darien Lions Club is conducting their annual Food Drive for their Holiday Food Basket Program which benefits area families in need. There are collection boxes located at the schools, and at some local banks and businesses. Canned and non-perishable food products, and financial contributions are welcome. The cost to sponsor a family is \$60.00. Alderman Galan offered special gratitude to the Darien Park District for their donations of age appropriate toys for the children in each family. The Darien Park District would appreciate volunteers for toy wrapping.

Alderman Poteraske advised that last night's Annual Tree Lighting was a huge success. Alderman Poteraske thanked Mayor Weaver for her participation, and all who volunteered and attended.

Mayor Weaver advised that she had the pleasure and honor of speaking at the Filipino Association of Southeast DuPage Dinner Dance on November 14.

Treasurer Coren commended Director Gombac on his service to the community.

Mayor Weaver added her thanks to Director Gombac for his fine work.

In response to Dennis Bolsega of 106 68<sup>th</sup> Street, Mayor Weaver explained that the Special Service Area establishes a tax that is applied to the residents of Tara Hill Subdivision for the maintenance of the wetlands which were in place prior to development of the subdivision

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:35 P.M.

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Mayor

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City Clerk

CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
December 21, 2009

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                                 |                  | \$119,271.54         |
| Water Fund                                   |                  | \$139,143.63         |
| Motor Fuel Tax Fund                          |                  | \$44,892.01          |
| Water Depreciation Fund                      |                  |                      |
| Darien Area Dispatch Fund                    |                  | \$691.78             |
| Capital Improvement Fund                     |                  | \$8,339.91           |
| Debt Service Fund                            |                  |                      |
| Special Service Area Tax Fund                |                  |                      |
|  | <b>Subtotal:</b> | <b>\$ 312,338.87</b> |
| General Fund Payroll                         | 12/3 - 12/17     | \$ 511,783.57        |
| Water Fund Payroll                           | 12/3 - 12/17     | \$ 44,950.68         |
| D.A.D.C. Payoll                              | 12/3 - 12/17     | \$ 70,698.08         |
|  | <b>Subtotal:</b> | <b>\$ 627,432.33</b> |
| <b>Total to be Approved by City Council:</b> |                  | <b>\$ 939,771.20</b> |

Approvals:

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

\_\_\_\_\_  
Joanne F. Coleman, City Clerk

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 12/8/2009 Through 12/21/2009**

| Vendor Name                  | Invoice Description   | Acct Title                     | Dept Amount | Acct Code |
|------------------------------|---|--------------------------------|-------------|-----------|
| BEST QUALITY CLEANING, INC.  | DECEMBER, 2009<br>JANITORIAL SERVICES                             | Janitorial Service             | 1,254.00    | 4345      |
| DUPAGE COUNTY RECORDER       | R2009 177297 7832<br>MAYFAIR LANE<br>RELEASE OF LIEN              | Consulting/Professional        | 8.00        | 4325      |
| DUPAGE COUNTY RECORDER       | R2009 168244 R2009<br>168245 ORD 12                               | Consulting/Professional        | 125.00      | 4325      |
| DUPAGE COUNTY RECORDER       | R2009 169395 - 1006<br>JANET AVENUE                               | Consulting/Professional        | 10.00       | 4325      |
| DUPAGE COUNTY RECORDER       | R2009 176408<br>ORDINANCE 13 WIGHT                                | Consulting/Professional        | 45.50       | 4325      |
| EMERALD MARKETING INC.       | JAN/FEB NEIGHBORS<br>OF DARIEN MAGAZINE                           | Public Relations               | 3,145.70    | 4239      |
| GRAINGER                     | LIGHTING BALLASTS   | Maintenance - Building         | 28.24       | 4223      |
| GRAINGER                     | LIGHT BALLAST   | Maintenance - Building         | 22.94       | 4223      |
| ICMA MEMBERSHIP RENEWALS     | 2010 MEMBERSHIP<br>RENEWAL  | Dues and Subscriptions         | 1,162.00    | 4213      |
| INDUSTRIAL ELECTRICAL SUPPLY | REPLACEMENT<br>BATTERY FOR<br>EMERGENCY LIGHT                     | Maintenance - Building         | 90.00       | 4223      |
| KING CAR WASH                | CAR WASHES  | Maintenance - Equipment        | 12.50       | 4225      |
| NEXTEL COMMUNICATIONS        | CELLULAR SERVICES   | Telephone                      | 1,697.81    | 4267      |
| NICOR GAS                    | 7422 S. CASS 9-30-09<br>THRU 10-2-09 ACCT<br>05-09-41-1000 3      | Utilities (Elec,Gas,Wtr,Sewer) | 35.57       | 4271      |
| NICOR GAS                    | 7422 S. CASS 11-3-09<br>THRU 12-03-09 ACCT<br>05-09-41-1000 3     | Utilities (Elec,Gas,Wtr,Sewer) | 186.46      | 4271      |
| NICOR GAS                    | UTILITIES - 1702<br>PLAINFIELD ROAD -<br>11-5-09 THRU 12-7-09     | Utilities (Elec,Gas,Wtr,Sewer) | 139.77      | 4271      |
| NICOR GAS                    | 1702 PLAINFIELD RD<br>9-8-09 THRU 10-7-09<br>ACCT 82-54-11-1000 1 | Utilities (Elec,Gas,Wtr,Sewer) | 85.72       | 4271      |
| OFFICE DEPOT                 | SUPPLIES  | Supplies - Office              | 68.65       | 4253      |

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>             | <u>Invoice Description</u>   | <u>Acct Title</u>       | <u>Dept Amount</u> | <u>Acct Code</u> |
|--------------------------------|--|-------------------------|--------------------|------------------|
| PEPSI COLA GEN BOT INC         | SODA FOR MACHINES<br>AT P.D. AND CITY HALL                           | Supplies - Other        | 135.10             | 4257             |
| SAGE SOFTWARE, INC.            | ANNUAL MAINTENANCE<br>CONTRACT -<br>ACCOUNTING &<br>PAYROLL SOFTWARE | Maintenance - Equipment | 3,791.00           | 4225             |
| SUBURBAN LIFE PUBLICATIONS     | 2009 TAX LEVY SSA #1<br>PUBLIC HEARING<br>NOTICE                     | Legal Notices           | 380.00             | 4221             |
| SUBURBAN LIFE PUBLICATIONS     | 2009 TAX LEVY PUBLIC<br>HEARING NOTICE                               | Legal Notices           | 470.00             | 4221             |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES  | Maintenance - Building  | <u>125.78</u>      | 4223             |
|                                |  | Total Administration    | 13,019.74          |                  |

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>           | <u>Invoice Description</u>                                 | <u>Acct Title</u>      | <u>Dept Amount</u> | <u>Acct Code</u> |
|------------------------------|--|------------------------|--------------------|------------------|
| ILLINOIS STATE POLICE        | FINGERPRINTING FEE -<br>MERIDETH E. ZAJAC -<br>TGI FRIDAYS | Boards and Commissions | 39.25              | 4205             |
| ROSENTHAL, MURPHEY, COBLENTZ | COUNCIL MEETINGS,<br>VIDEO GAMING, FOIA,<br>MISC           | Liability Insurance    | 2,467.50           | 4219             |
| ROSENTHAL, MURPHEY, COBLENTZ | COST<br>REIMBURSEMENTS                                     | Liability Insurance    | 457.03             | 4219             |
| ROSENTHAL, MURPHEY, COBLENTZ | INLAND MEETING   | Liability Insurance    | 52.50              | 4219             |
| ROSENTHAL, MURPHEY, COBLENTZ | PW UNION<br>NEGOTIATIONS                                   | Liability Insurance    | 1,346.25           | 4219             |
|                              |  | Total City Council     | 4,362.53           |                  |

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 12/8/2009 Through 12/21/2009

| Vendor Name                    | Invoice Description   | Acct Title               | Dept Amount | Acct Code |
|--------------------------------|---|--------------------------|-------------|-----------|
| CHRISTOPHER B. BURKE ENG, LTD  | TARA HILL<br>PREPARATION FOR<br>BURN                          | Consulting/Professional  | 491.83      | 4325      |
| CHRISTOPHER B. BURKE ENG, LTD  | GRADING PLAN<br>REVIEW - 7235<br>LEONARD                      | Conslt/Prof Reimbursable | 200.00      | 4328      |
| DON MORRIS ARCHITECTS P.C.     | INSPECTIONS   | Consulting/Professional  | 2,090.00    | 4325      |
| DON MORRIS ARCHITECTS P.C.     | BUILDING CODE<br>REVIEW                                       | Conslt/Prof Reimbursable | 2,870.00    | 4328      |
| ICC                            | 2010 CODE COUNCIL<br>MEMBERSHIP                               | Dues and Subscriptions   | 100.00      | 4213      |
| KING CAR WASH                  | CAR WASHES  | Vehicle (Gas and Oil)    | 7.50        | 4273      |
| LIZ LAHEY                      | SECRETARIAL<br>SERVICES                                       | Boards and Commissions   | 532.00      | 4205      |
| ROSENTHAL, MURPHEY, COBLENTZ   | PUD AMENDMENT,<br>REVIEW OF<br>ORDINANCES FOR 12/7<br>MEETING | Liability Insurance      | 105.00      | 4219      |
| Total Community<br>Development |   |                          | 6,396.33    |           |



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>            | <u>Invoice Description</u>                        | <u>Acct Title</u>          | <u>Dept Amount</u> | <u>Acct Code</u> |
|-------------------------------|---|----------------------------|--------------------|------------------|
| AIRGAS NORTH CENTRAL          | ACETYLENE & OXYGEN RENTAL                         | Supplies - Other           | 27.00              | 4257             |
| ARC DISPOSAL & RECYCLING #551 | FALL LEAF PICK-UP                                 | Forestry                   | 40,390.00          | 4350             |
| AWP CUSTOM UNIFORMS           | UNIFORMS  | Uniforms                   | 175.00             | 4269             |
| BRIAN S. GRANGER              | CDL LICENSE REIMBURSEMENT                         | Liability Insurance        | 60.00              | 4219             |
| BUTTERY RENTAL SERVICES, INC. | FILL PROPANE TANK                                 | Supplies - Other           | 62.80              | 4257             |
| C & A LANDSCAPING             | NOVEMBER, 2009 GROUND MAINTENANCE                 | Forestry                   | 50.00              | 4350             |
| CARQUEST AUTO PARTS STORES    | REPAIR PARTS                                      | Maintenance - Vehicles     | 2,131.54           | 4229             |
| CFA SOFTWARE, INC.            | CFA BASIC SERVICE LEVEL                           | Supplies - Office          | 695.00             | 4253             |
| CHRISTOPHER B. BURKE ENG, LTD | ENGINEERING SERVICES - 2010 STREET CORINGS        | Consulting/Professional    | 12,612.00          | 4325             |
| CHRISTOPHER B. BURKE ENG, LTD | TARA HILL DETENTION BASIN - NOV. 1-28, 2009       | Consulting/Professional    | 770.00             | 4325             |
| CHRISTOPHER B. BURKE ENG, LTD | PREPARATION OF IDDE ORDINANCE SUMMARY & DOCUMENTS | Consulting/Professional    | 24.75              | 4325             |
| CHRISTOPHER B. BURKE ENG, LTD | EVALUATION OF SALT DOME EXPANSION                 | Consulting/Professional    | 131.61             | 4325             |
| CHRISTOPHER B. BURKE ENG, LTD | COPIES & FED EX DELIVERY STORM SEWER ATLAS        | Consulting/Professional    | 50.39              | 4325             |
| COM ED                        | STREET LIGHTS                                     | Street Light Oper & Maint. | 1,932.03           | 4359             |
| CULLIGAN                      | BOTTLED WATER                                     | Maintenance - Building     | 69.95              | 4223             |
| EMBASSY REFRESHMENT SERVICE   | CREAM & SUGAR                                     | Maintenance - Building     | 6.58               | 4223             |
| FEDERAL SIGNAL CORP.          | NEW TORNADO SIREN - MANNING ROAD                  | Maintenance - Building     | 11,275.25          | 4223             |
| FIRST ADVANTAGE               | DOT DRUG & ALCOHOL SELECTION - CUST #461-0009669  | Liability Insurance        | 40.57              | 4219             |

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/8/2009 Through 12/21/2009**

| Vendor Name                    | Invoice Description   | Acct Title                 | Dept Amount | Acct Code |
|--------------------------------|---|----------------------------|-------------|-----------|
| GAFFNEY'S PROTECTIVE MAINTENAN | STREET LIGHT REPAIR<br>- FIVE LOCATIONS                             | Street Light Oper & Maint. | 315.00      | 4359      |
| GAFFNEY'S PROTECTIVE MAINTENAN | STREET LIGHT REPAIR<br>- FOUR LOCATIONS                             | Street Light Oper & Maint. | 252.00      | 4359      |
| GAFFNEY'S PROTECTIVE MAINTENAN | STREET LIGHT NEW<br>INSTALLATION -<br>ACCIDENT 67TH & TALL<br>PINES | Street Light Oper & Maint. | 2,386.24    | 4359      |
| GENE'S TIRE SERVICE, INC.      | NEW TIRES   | Maintenance - Vehicles     | 371.00      | 4229      |
| GENE'S TIRE SERVICE, INC.      | NEW TIRE  | Maintenance - Vehicles     | 179.38      | 4229      |
| GENE'S TIRE SERVICE, INC.      | REPAIR FLAT   | Maintenance - Vehicles     | 51.51       | 4229      |
| GENE'S TIRE SERVICE, INC.      | NEW TIRES   | Maintenance - Vehicles     | 371.00      | 4229      |
| HOME DEPOT                     | SUPPLIES  | Maintenance - Building     | 64.98       | 4223      |
| HOME DEPOT                     | SUPPLIES  | Supplies - Other           | 359.81      | 4257      |
| I.R.M.A.                       | NOVEMBER, 2009 IRMA<br>DEDUCTIBLE                                   | Liability Insurance        | 9.32        | 4219      |
| INDUSTRIAL ELECTRICAL SUPPLY   | photo control   | Maintenance - Building     | 9.68        | 4223      |
| JOHN K. CARR                   | UNIFORMS  | Uniforms                   | 104.97      | 4269      |
| KARA COMPANY, INC.             | WOOD LATH   | Supplies - Other           | 59.16       | 4257      |
| KIEFT BROS., INC.              | RUBBER COUPLING   | Supplies - Other           | 37.50       | 4257      |
| LAWSON PRODUCTS INCORPORATED   | SUPPLIES  | Supplies - Other           | 441.55      | 4257      |
| MC CANN INDUSTRIES INC         | BUSHING   | Maintenance - Equipment    | 14.90       | 4225      |
| PATTEN INDUSTRIES, INC.        | FILTERS   | Maintenance - Equipment    | 116.69      | 4225      |
| PATTEN INDUSTRIES, INC.        | HOSE & COUPLING   | Maintenance - Equipment    | 110.81      | 4225      |
| PATTEN INDUSTRIES, INC.        | CABLES  | Maintenance - Equipment    | 66.66       | 4225      |
| PATTEN INDUSTRIES, INC.        | LEVER REPAIR PARTS  | Maintenance - Equipment    | 28.33       | 4225      |
| PATTEN INDUSTRIES, INC.        | HOSE & COUPLINGS  | Maintenance - Equipment    | 117.23      | 4225      |
| PATTEN INDUSTRIES, INC.        | COUPLING  | Maintenance - Equipment    | 28.10       | 4225      |
| PATTEN INDUSTRIES, INC.        | COUPLING  | Maintenance - Equipment    | 28.10       | 4225      |
| RED WING SHOES                 | UNIFORMS  | Uniforms                   | 545.04      | 4269      |
| RENDEL'S, INC.                 | TUBE REPAIR PARTS   | Maintenance - Vehicles     | 35.77       | 4229      |
| RIC MAR INDUSTRIES, INC.       | SUPPLIES  | Supplies - Other           | 355.03      | 4257      |
| RIC MAR INDUSTRIES, INC.       | PERMA POXY  | Supplies - Other           | 47.70       | 4257      |
| ROBERT L. SANSFIELD            | SMALL TOOLS   | Small Tools & Equipment    | 21.70       | 4259      |
| THE WELDING CENTER             | LINER   | Supplies - Other           | 20.25       | 4257      |

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>             | <u>Invoice Description</u> | <u>Acct Title</u>              | <u>Dept Amount</u> | <u>Acct Code</u> |
|--------------------------------|----------------------------|--------------------------------|--------------------|------------------|
| TOM & JERRY TIRE AND SERVICE   | TOW PD CAR                 | Maintenance - Vehicles         | 65.00              | 4229             |
| UNIQUE PRODUCTS & SERVICE CORP | PAPER PRODUCTS             | Maintenance - Building         | 163.30             | 4223             |
| WESTOWN AUTO SUPPLY COMPANY    | REPAIR PARTS               | Maintenance - Vehicles         | 947.01             | 4229             |
| WHOLESALE DIRECT, INC.         | HYDRAULIC MOTOR            | Maintenance - Vehicles         | 370.99             | 4229             |
| WILLOWBROOK FORD, INC.         | REPAIR PARTS               | Maintenance - Vehicles         | 117.08             | 4229             |
| WILLOWBROOK FORD, INC.         | REPAIR PARTS               | Maintenance - Vehicles         | 38.14              | 4229             |
|                                |                            | Total Public Works,<br>Streets | 78,755.40          |                  |

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 12/8/2009 Through 12/21/2009

| Vendor Name                    | Invoice Description  | Acct Title                  | Dept Amount | Acct Code |
|--------------------------------|--|-----------------------------|-------------|-----------|
| ARBORETUM VIEW ANIMAL HOSPITAL | VETERINARIAN SERVICES - ROLF                                 | Maintenance - Equipment     | 378.50      | 4225      |
| CRITICAL REACH                 | TRAK-CRITICAL REACH PHOTO BULLETIN ALERT SRVCE 2010 CALENDAR | Investigation and Equipment | 395.00      | 4217      |
| DUPAGE CNTY CHIEFS POLICE ASSN | DUES FOR PAVELCHIK, SKALA, & COOPER                          | Dues and Subscriptions      | 150.00      | 4213      |
| FERGUSON FITNESS, INC.         | POWER TEST FOR POLICE OFFICER TESTING                        | Boards and Commissions      | 4,050.00    | 4205      |
| GRAINGER                       | TIMER FOR ARMORY   | Maintenance - Building      | 19.26       | 4223      |
| HOME DEPOT                     | SUPPLIES   | Maintenance - Building      | 60.21       | 4223      |
| HOME DEPOT                     | SUPPLIES   | Equipment                   | 445.89      | 4815      |
| IL SECRETARY OF STATE POLICE   | CONFIDENTIAL PLATE RENEWAL                                   | Maintenance - Vehicles      | 99.00       | 4229      |
| IL SECRETARY OF STATE POLICE   | CONFIDENTIAL PLATE RENEWAL 2004 CROWN VIC 2FAFP71W84X100846  | Maintenance - Vehicles      | 99.00       | 4229      |
| ILLINOIS ASSOC CHIEFS OF POLIC | 2010 MEMBERSHIP DUES, R. PAVELCHIK, D. SKALA, J. COOPER      | Dues and Subscriptions      | 370.00      | 4213      |
| INTOXIMETERS                   | PAPER ROLLS FOR BREATHALIZER                                 | Investigation and Equipment | 40.50       | 4217      |
| JAMES A. TOPEL                 | VISION SCREEN REIMBURSEMENT                                  | Liability Insurance         | 10.00       | 4219      |
| KALE UNIFORMS                  | UNIFORM ALLOWANCE HELLMAN                                    | Uniforms                    | 169.41      | 4269      |
| KALE UNIFORMS                  | UNIFORM ALLOWANCE GROSS                                      | Uniforms                    | 260.35      | 4269      |
| KIM WRIGHT                     | UNIFORM ALLOWANCE  | Uniforms                    | 21.00       | 4269      |
| KING CAR WASH                  | CAR WASHES   | Maintenance - Vehicles      | 378.46      | 4229      |

CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 12/8/2009 Through 12/21/2009

| Vendor Name         | Invoice Description                                   | Acct Title                     | Dept Amount | Acct Code |
|---------------------|---|--------------------------------|-------------|-----------|
| LINDA S. PIECZYNSKI | CONF W/DAUGHTER OF PATRICIA KOPCA RE TICKETS 11/30    | Liability Insurance            | 26.00       | 4219      |
| LINDA S. PIECZYNSKI | LETTER TO LIQUOR COMMISSIONER RE SOS REPORTS 11/16    | Liability Insurance            | 78.00       | 4219      |
| LINDA S. PIECZYNSKI | OVERTIME SESSION 11/12                                | Liability Insurance            | 65.00       | 4219      |
| LINDA S. PIECZYNSKI | LETTER TO LIQUOR COMMISISON RE SOS REPORTS 11/2       | Liability Insurance            | 39.00       | 4219      |
| LINDA S. PIECZYNSKI | CONF W/S. COREN RE CODE MATTER 11/4                   | Liability Insurance            | 26.00       | 4219      |
| LINDA S. PIECZYNSKI | CONF W/ALLEN VAITKEY RE COURT CASE 11/10              | Liability Insurance            | 26.00       | 4219      |
| LINDA S. PIECZYNSKI | COURT APPEARANCES 11/5, 12, 19, 2009                  | Liability Insurance            | 750.00      | 4219      |
| LINDA S. PIECZYNSKI | PETITION TO REVOKE CT SUPERV, 09 TR 120304 11/9       | Liability Insurance            | 13.00       | 4219      |
| LINDA S. PIECZYNSKI | DRAFT OF ANSWER TO DISCOVERY 09 OV 7022 11/2          | Liability Insurance            | 65.00       | 4219      |
| MASTER-BREW         | COFFEE SERVICE  | Travel/Meetings                | 71.90       | 4265      |
| MICHAEL C. CAMPO    | VISION SCREEN REIMBURSEMENT                           | Liability Insurance            | 10.00       | 4219      |
| MICHAEL LOREK       | SUPPLIES FOR RANGE                                    | Investigation and Equipment    | 32.46       | 4217      |
| MICHAEL LOREK       | VISION SCREEN REIMBURSEMENT                           | Liability Insurance            | 10.00       | 4219      |
| NICOR GAS           | UTILITIES - 1710 PLAINFIELD ROAD ACCT 82-80-00-1000 9 | Utilities (Elec,Gas,Wtr,Sewer) | 1,151.41    | 4271      |
| OWEN DEYOUNG        | VISION SCREEN REIMBURSEMENT                           | Liability Insurance            | 10.00       | 4219      |



CITY OF DARIEN  
 Expenditure Journal  
 General Fund  
 Police Department  
 From 12/8/2009 Through 12/21/2009

| Vendor Name                    | Invoice Description          | Acct Title                 | Dept Amount | Acct Code |
|--------------------------------|------------------------------|----------------------------|-------------|-----------|
| RAY O'HERRON CO. INC OF OBT    | UNIFORM ALLOWANCE<br>- TOPEL | Uniforms                   | 3.00        | 4269      |
| RAY O'HERRON CO. INC OF OBT    | UNIFORM ALLOWANCE<br>- SIMEK | Uniforms                   | 13.90       | 4269      |
| RAY O'HERRON CO. INC OF OBT    | UNIFORM ALLOWANCE<br>- STOCK | Uniforms                   | 146.85      | 4269      |
| RAY O'HERRON CO. INC OF OBT    | UNIFORM ALLOWANCE<br>- TOPEL | Uniforms                   | 283.75      | 4269      |
| RAY O'HERRON CO. INC OF OBT    | UNIFORM ALLOWANCE<br>- CAMPO | Uniforms                   | 109.00      | 4269      |
| SHELL                          | GAS FOR SQUADS               | Vehicle (Gas and Oil)      | 58.59       | 4273      |
| STEPHEN A. LASER ASSOCIATES    | POLICE WRITTEN<br>TESTING    | Boards and Commissions     | 4,673.00    | 4205      |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES          | Maintenance - Building     | 101.25      | 4223      |
| VERIZON WIRELESS               | EVDO                         | Telephone                  | 817.19      | 4267      |
|                                |                              | Total Police<br>Department | 15,526.88   |           |

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>          | <u>Invoice Description</u>                                   | <u>Acct Title</u>            | <u>Dept Amount</u> | <u>Acct Code</u> |
|-----------------------------|--|------------------------------|--------------------|------------------|
| COM ED                      | UTILITIES - 7515 S.<br>CASS, UNID D ACCT<br>7156797060       | Maintenance - Laundromat ... | 194.65             | 4230             |
| NICOR GAS                   | UTILITIES - 7515 S.<br>CASS, UNIT D ACCT<br>#40-53-48-5251 8 | Maintenance - Laundromat ... | 296.01             | 4230             |
| PATRICK B. MURPHY CO., INC. | REIMBURSABLE<br>SANITARY SERVICES -<br>7515 S. CASS, UNIT G  | Maintenance - Laundromat ... | 720.00             | 4230             |
|                             |  | Total Business<br>District   | 1,210.66           |                  |
|                             |  | Total General Fund           | 119,271.54         |                  |



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>             | <u>Invoice Description</u>                            | <u>Acct Title</u>              | <u>Dept Amount</u> | <u>Acct Code</u> |
|--------------------------------|---|--------------------------------|--------------------|------------------|
| AIS                            | TROUBLE SHOOT<br>PHONE LINES AT<br>STANDPIPE          | Consulting/Professional        | 422.50             | 4325             |
| BEST QUALITY CLEANING, INC.    | DECEMBER, 2009<br>JANITORIAL SERVICES                 | Maintenance - Building         | 641.00             | 4223             |
| CHEMICAL PUMP SALES & SERVICE  | REPAIR WEBTROL<br>PUMPS                               | Maintenance - Water System     | 1,554.00           | 4231             |
| COM ED                         | 2103 75TH STREET<br>PUMP, DARIEN - ACCT<br>3118112014 | Utilities (Elec,Gas,Wtr,Sewer) | 390.38             | 4271             |
| CORRPRO COMPANIES, INC.        | SERVICE ON WATER<br>TANKS                             | Maintenance - Water System     | 960.00             | 4231             |
| CULLIGAN                       | BOTTLED WATER   | Maintenance - Building         | 69.95              | 4223             |
| DUPAGE WATER COMMISSION        | WATER COSTS   | DuPage Water Commission        | 133,424.42         | 4340             |
| ED SIEBERT TRUCKING SERVICE    | 3/4-INCH STONE  | Maintenance - Water System     | 347.20             | 4231             |
| EMBASSY REFRESHMENT SERVICE    | CREAM & SUGAR   | Maintenance - Building         | 6.58               | 4223             |
| HD SUPPLY WATERWORKS           | CLAMP & BRASS PARTS                                   | Maintenance - Water System     | 126.27             | 4231             |
| HD SUPPLY WATERWORKS           | METER TOUCH PADS                                      | Maintenance - Water System     | 300.00             | 4231             |
| HOME DEPOT                     | SUPPLIES  | Maintenance - Water System     | 24.43              | 4231             |
| JULIE, INC.                    | LOCATES   | Consulting/Professional        | 248.75             | 4325             |
| NEXTEL COMMUNICATIONS          | CELLULAR SERVICES                                     | Telephone                      | 318.35             | 4267             |
| NICOR GAS                      | UTILITIES - 1220<br>PLAINFIELD ROAD                   | Utilities (Elec,Gas,Wtr,Sewer) | 146.49             | 4271             |
| UNIQUE PRODUCTS & SERVICE CORP | PAPER PRODUCTS  | Maintenance - Building         | 163.31             | 4223             |
|                                |   | Total Public Works,<br>Water   | 139,143.63         |                  |
|                                |   | Total Water Fund               | 139,143.63         |                  |

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>          | <u>Invoice Description</u> | <u>Acct Title</u>    | <u>Dept Amount</u> | <u>Acct Code</u> |
|-----------------------------|----------------------------|----------------------|--------------------|------------------|
| ED SIEBERT TRUCKING SERVICE | STONE                      | Road Material        | 1,657.73           | 4245             |
| K-FIVE CONSTRUCTION         | HOT PATCH                  | Road Material        | 241.31             | 4245             |
| NORTH AMERICAN SALT CO.     | SALT                       | Salt                 | 1,746.72           | 4249             |
| NORTH AMERICAN SALT CO.     | SALT                       | Salt                 | 4,823.87           | 4249             |
| NORTH AMERICAN SALT CO.     | SALT                       | Salt                 | 23,590.78          | 4249             |
| NORTH AMERICAN SALT CO.     | SALT                       | Salt                 | 12,062.30          | 4249             |
| QUARRY MATERIALS            | COLD PATCH                 | Road Material        | 303.80             | 4245             |
| QUARRY MATERIALS            | COLD PATCH                 | Road Material        | 465.50             | 4245             |
|                             |                            | Total MFT Expenses   | 44,892.01          |                  |
|                             |                            | Total Motor Fuel Tax | 44,892.01          |                  |

**CITY OF DARIEN**  
**Expenditure Journal**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>           | <u>Invoice Description</u>                      | <u>Acct Title</u>                    | <u>Dept Amount</u> | <u>Acct Code</u> |
|------------------------------|---|--------------------------------------|--------------------|------------------|
| COMMUNICATION REVOLVING FUND | LEADS CHARGES FOR<br>10/09                      | Data Processing                      | 503.15             | 4336             |
| DUPAGE COUNTY TREASURER      | NOVEMBER, 2009<br>DARIEN DATA<br>PROCESSING     | Data Processing                      | 33.19              | 4336             |
| DUPAGE COUNTY TREASURER      | NOVEMBER, 2009 LISLE<br>DATA PROCESSING<br>FEES | Data Processing                      | 49.33              | 4336             |
| NEXTEL COMMUNICATIONS        | CELLULAR SERVICES                               | Telephone                            | <u>106.11</u>      | 4267             |
|                              |   | Total Darien Area<br>Dispatch        | 691.78             |                  |
|                              |   | Total Darien Area<br>Dispatch Center | <u>691.78</u>      |                  |

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Public Works, Streets**  
**From 12/8/2009 Through 12/21/2009**

| <u>Vendor Name</u>            | <u>Invoice Description</u>           | <u>Acct Title</u>                 | <u>Dept Amount</u> | <u>Acct Code</u> |
|-------------------------------|--------------------------------------|-----------------------------------|--------------------|------------------|
| CHRISTOPHER B. BURKE ENG, LTD | ENGRG SERVICES -<br>WALNUT DRIVE     | Street Reconstruction/Rehab       | 6,806.91           | 4855             |
| FENCE CONNECTION, INC.        | FENCE EXTENSIONS<br>FOR WALNUT DRIVE | Street Reconstruction/Rehab       | 1,533.00           | 4855             |
|                               |                                      | Total Public Works,<br>Streets    | 8,339.91           |                  |
|                               |                                      | Total Capital<br>Improvement Fund | 8,339.91           |                  |
| Report Total                  |                                      |                                   | 312,338.87         |                  |

**CITY OF DARIEN  
REVENUE AND EXPENDITURE REPORT SUMMARY  
November 30, 2009**

**GENERAL FUND - (01)**

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 768,814                     | \$ 7,665,954                  | \$ 11,695,605          |
| Expenditures | \$ 1,080,990                   | \$ 6,964,830                  | \$ 12,105,182          |

Audited 5/1/09 Opening Fund Balance: \$ 2,879,065  
Current Fund Balance: \$ 3,580,189

**WATER FUND - (02)**

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 11,083                      | \$ 1,783,498                  | \$ 3,711,576           |
| Expenditures | \$ 454,663                     | \$ 2,239,785                  | \$ 4,016,115           |

Audited 5/1/09 Cash Balance \$ 450,955  
Current Cash Balance: \$ (5,333)

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

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 39,788                      | \$ 345,871                    | \$ 678,800             |
| Expenditures | \$ 41,172                      | \$ 201,420                    | \$ 642,400             |

Audited 5/1/09 Opening Fund Balance: \$ (111,848)  
Current Fund Balance: \$ 32,603

**WATER DEPRECIATION FUND (12)**

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 429                         | \$ 14,138                     | \$ 20,000              |
| Expenditures | \$ -                           | \$ 65,110                     | \$ 194,680             |

Audited 5/1/09 Cash Balance \$ 636,174  
Current Cash Balance: \$ 585,202

**CAPITAL IMPROVEMENT FUND (25)**

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 748                         | \$ 222,744                    | \$ 214,794             |
| Expenditures | \$ 195,838                     | \$ 2,000,904                  | \$ 2,580,354           |

Audited 5/1/09 Cash Balance \$ 2,690,998  
Current Fund Balance: \$ 912,838

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

|              | Current Month<br><u>Actual</u> | Year To Date<br><u>Actual</u> | Total<br><u>Budget</u> |
|--------------|--------------------------------|-------------------------------|------------------------|
| Revenue      | \$ 49                          | \$ 85,402                     | \$ 106,500             |
| Expenditures | \$ 52,000                      | \$ 504,000                    | \$ 504,000             |

Audited 5/1/09 Cash Balance \$ 440,285  
Current Fund Balance: \$ 21,687

|                          | Current Actual<br>Year to Date | Current Budgeted<br>F.Y.E. '10 | Prior Year Actual<br>Through Nov 08 |
|--------------------------|--------------------------------|--------------------------------|-------------------------------------|
| Property Tax Collections | \$ 2,228,562                   | \$ 1,908,947                   | \$ 1,630,370                        |
| Sales Tax Collections    | \$ 2,425,718                   | \$ 4,471,343                   | \$ 2,677,031                        |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget          | Total Budget        | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|---------------------|--------------------------|---|
| Revenue                             |      |                          |                          |                        |                     |                     |                          |   |
| Taxes                               |      |                          |                          |                        |                     |                     |                          |   |
| Real Estate Taxes - Current         | 3110 | 43,445.91                | 210,372.00               | 1,963,608.23           | 1,353,947.00        | 1,903,947.00        | 59,661.23                | (3.13)%                                 |
| Road and Bridge Tax                 | 3120 | 3,518.97                 | 25,000.00                | 177,255.67             | 105,000.00          | 176,484.00          | 771.67                   | (0.43)%                                 |
| Municipal Utility Tax               | 3130 | 22,325.75                | 27,710.00                | 170,479.37             | 193,970.00          | 332,520.00          | (162,040.63)             | 48.73%                                  |
| Amusement Tax                       | 3140 | 7,033.12                 | 8,820.00                 | 72,773.28              | 61,740.00           | 105,840.00          | (33,066.72)              | 31.24%                                  |
| Hotel/Motel Tax                     | 3150 | 3,126.68                 | 3,756.67                 | 21,396.69              | 26,296.69           | 45,080.00           | (23,683.31)              | 52.53%                                  |
| Personal Property Tax               | 3425 | 0.00                     | 0.00                     | 3,834.65               | 2,750.00            | 5,500.00            | (1,665.35)               | 30.27%                                  |
| <b>Total Taxes</b>                  |      | <b>79,450.43</b>         | <b>275,658.67</b>        | <b>2,409,347.89</b>    | <b>1,743,703.69</b> | <b>2,569,371.00</b> | <b>(160,023.11)</b>      | <b>6.23%</b>                            |
| License, Permits, Fees              |      |                          |                          |                        |                     |                     |                          |   |
| Business Licenses                   | 3210 | 50.00                    | 0.00                     | 5,345.00               | 0.00                | 44,000.00           | (38,655.00)              | 87.85%                                  |
| Liquor License                      | 3212 | 1,500.00                 | 0.00                     | 41,135.00              | 39,004.00           | 39,004.00           | 2,131.00                 | (5.46)%                                 |
| Contractor Licenses                 | 3214 | 690.00                   | 0.00                     | 12,000.00              | 14,000.00           | 15,000.00           | (3,000.00)               | 20.00%                                  |
| Court Fines                         | 3216 | 17,494.57                | 12,495.00                | 116,289.07             | 87,465.00           | 149,940.00          | (33,650.93)              | 22.44%                                  |
| Ordinance Fines                     | 3230 | 3,400.00                 | 2,978.92                 | 22,296.00              | 20,852.44           | 35,747.00           | (13,451.00)              | 37.62%                                  |
| Building Permits and Fees           | 3240 | 6,614.00                 | 9,800.00                 | 75,470.50              | 68,600.00           | 117,600.00          | (42,129.50)              | 35.82%                                  |
| Telecommunication Taxes             | 3242 | 28,038.43                | 26,868.33                | 193,713.12             | 188,078.31          | 322,420.00          | (128,706.88)             | 39.91%                                  |
| Cable T.V. Franchise Fee            | 3244 | 65,107.02                | 19,600.00                | 200,590.37             | 137,200.00          | 235,200.00          | (34,609.63)              | 14.71%                                  |
| PEG - Fees - AT&T                   | 3245 | 1,877.01                 | 0.00                     | 3,708.00               | 0.00                | 0.00                | 3,708.00                 | 0.00%                                   |
| NICOR Franchise Fee                 | 3246 | 0.00                     | 3,333.33                 | 0.00                   | 23,333.31           | 40,000.00           | (40,000.00)              | 100.00%                                 |
| Public Hearing Fees                 | 3250 | 460.00                   | 0.00                     | 4,012.41               | 4,900.00            | 4,900.00            | (887.59)                 | 18.11%                                  |
| Elevator Inspections                | 3255 | 0.00                     | 0.00                     | 2,250.00               | 0.00                | 3,548.00            | (1,298.00)               | 36.58%                                  |
| Public Improvement Permit Fee       | 3260 | 75.00                    | 305.67                   | 4,625.00               | 2,139.69            | 3,668.00            | 957.00                   | (26.09)%                                |
| Engineering/Prof Fee Reimb          | 3265 | 4,435.00                 | 4,608.83                 | 34,427.40              | 32,261.81           | 55,306.00           | (20,878.60)              | 37.75%                                  |
| Legal Fee Reimbursement             | 3266 | 0.00                     | 41.67                    | 0.00                   | 291.69              | 500.00              | (500.00)                 | 100.00%                                 |
| D.U.I. Technology Fines             | 3267 | 93.00                    | 833.33                   | 436.50                 | 5,833.31            | 10,000.00           | (9,563.50)               | 95.63%                                  |
| Police Special Service              | 3268 | 13,550.59                | 13,720.00                | 70,998.85              | 96,040.00           | 164,640.00          | (93,641.15)              | 56.87%                                  |
| Stormwater Management Fees          | 3270 | 0.00                     | 41.67                    | 6,668.10               | 291.69              | 500.00              | 6,168.10                 | (1,233.62)%                             |
| <b>Total License, Permits, Fees</b> |      | <b>143,384.62</b>        | <b>94,626.75</b>         | <b>793,965.32</b>      | <b>720,291.25</b>   | <b>1,241,973.00</b> | <b>(448,007.68)</b>      | <b>36.07%</b>                           |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 11/1/2009 Through 11/30/2009**

|                                   |      | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget          | Total Budget         | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-----------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|----------------------|--------------------------|---|
| Charges for Services              |      |                          |                          |                        |                     |                      |                          |   |
| Inspections/Tap on/Permits        | 3320 | 0.00                     | 260.33                   | 2,225.00               | 1,822.31            | 3,124.00             | (899.00)                 | 28.77%                                  |
| Total Charges for Services        |      | 0.00                     | 260.33                   | 2,225.00               | 1,822.31            | 3,124.00             | (899.00)                 | 28.78%                                  |
| Intergovernmental                 |      |                          |                          |                        |                     |                      |                          |   |
| State Income Tax                  | 3410 | 108,681.10               | 182,112.67               | 1,133,075.41           | 1,274,788.69        | 2,185,352.00         | (1,052,276.59)           | 48.15%                                  |
| Local Use Tax                     | 3420 | 20,584.86                | 27,747.67                | 166,542.53             | 194,233.69          | 332,972.00           | (166,429.47)             | 49.98%                                  |
| Sales Taxes                       | 3430 | 361,477.40               | 372,611.92               | 2,425,717.66           | 2,608,283.44        | 4,471,343.00         | (2,045,625.34)           | 45.74%                                  |
| Total Intergovernmental           |      | 490,743.36               | 582,472.26               | 3,725,335.60           | 4,077,305.82        | 6,989,667.00         | (3,264,331.40)           | 46.70%                                  |
| Other Revenue                     |      |                          |                          |                        |                     |                      |                          |   |
| DADC Administration Fee           | 3450 | 0.00                     | 833.33                   | 0.00                   | 5,833.31            | 10,000.00            | (10,000.00)              | 100.00%                                 |
| Interest Income                   | 3510 | 1,680.83                 | 4,166.67                 | 41,012.45              | 29,166.69           | 50,000.00            | (8,987.55)               | 17.97%                                  |
| Gain/Loss on Investment           | 3515 | 56.78                    | 0.00                     | 183.52                 | 0.00                | 0.00                 | 183.52                   | 0.00%                                   |
| Water Share Expense               | 3520 | 20,833.34                | 20,833.33                | 145,833.38             | 145,833.31          | 250,000.00           | (104,166.62)             | 41.66%                                  |
| Police Report/Prints              | 3534 | 320.40                   | 373.75                   | 4,089.15               | 2,616.25            | 4,485.00             | (395.85)                 | 8.82%                                   |
| DARE Contribution                 | 3536 | 0.00                     | 0.00                     | 6,025.00               | 0.00                | 0.00                 | 6,025.00                 | 0.00%                                   |
| Grants                            | 3560 | 0.00                     | 0.00                     | 17,979.06              | 0.00                | 0.00                 | 17,979.06                | 0.00%                                   |
| Rents                             | 3561 | 11,174.48                | 20,769.50                | 141,358.06             | 145,386.50          | 249,234.00           | (107,875.94)             | 43.28%                                  |
| Other Reimbursements              | 3562 | 48.69                    | 8,333.33                 | 107,661.79             | 58,333.31           | 100,000.00           | 7,661.79                 | (7.66)%                                 |
| Residential Concrete Reimb        | 3563 | 0.00                     | 0.00                     | 56,538.15              | 0.00                | 0.00                 | 56,538.15                | 0.00%                                   |
| Miscellaneous - Reimbursable      | 3568 | 0.00                     | 0.00                     | 14,563.89              | 0.00                | 0.00                 | 14,563.89                | 0.00%                                   |
| Mail Box Reimbursement<br>Program | 3569 | 437.28                   | 0.00                     | 2,113.52               | 0.00                | 0.00                 | 2,113.52                 | 0.00%                                   |
| Sale of Equipment                 | 3575 | 3,816.00                 | 0.00                     | 59,631.95              | 0.00                | 0.00                 | 59,631.95                | 0.00%                                   |
| Miscellaneous Revenue             | 3580 | 8,589.61                 | 1,250.00                 | 25,706.70              | 8,750.00            | 15,000.00            | 10,706.70                | (71.37)%                                |
| Transfer from Other Funds         | 3612 | 0.00                     | 0.00                     | 13,027.00              | 0.00                | 0.00                 | 13,027.00                | 0.00%                                   |
| Total Other Revenue               |      | 46,957.41                | 56,559.91                | 635,723.62             | 395,919.37          | 678,719.00           | (42,995.38)              | 6.33%                                   |
| <b>Total Revenue</b>              |      | <b>760,535.82</b>        | <b>1,009,577.92</b>      | <b>7,566,597.43</b>    | <b>6,939,042.44</b> | <b>11,482,854.00</b> | <b>(3,916,256.57)</b>    | <b>34.11%</b>                           |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
From 11/1/2009 Through 11/30/2009

|                            |      | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget   | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|----------------------------|------|--------------------------|--------------------------|------------------------|--------------|--------------|--------------------------|---|
| Revenue                    |      |                          |                          |                        |              |              |                          |   |
| Charges for Services       |      |                          |                          |                        |              |              |                          |   |
| Water Sales                | 3310 | 10,571.94                | 0.00                     | 1,736,803.15           | 1,825,000.00 | 3,684,576.00 | (1,947,772.85)           | 52.86%                                  |
| Inspections/Tap on/Permits | 3320 | 0.00                     | 1,041.67                 | 20,184.42              | 7,291.69     | 12,500.00    | 7,684.42                 | (61.47)%                                |
| Sale of Meters             | 3325 | 175.00                   | 375.00                   | 2,200.00               | 2,625.00     | 4,500.00     | (2,300.00)               | 51.11%                                  |
| Other Water Sales          | 3390 | 35.00                    | 416.67                   | 15,063.84              | 2,916.69     | 5,000.00     | 10,063.84                | (201.27)%                               |
| Total Charges for Services |      | 10,781.94                | 1,833.34                 | 1,774,251.41           | 1,837,833.38 | 3,706,576.00 | (1,932,324.59)           | 52.13%                                  |
| Other Revenue              |      |                          |                          |                        |              |              |                          |   |
| Interest Income            | 3510 | 300.92                   | 416.67                   | 5,843.16               | 2,916.69     | 5,000.00     | 843.16                   | (16.86)%                                |
| Other Reimbursements       | 3562 | 0.00                     | 0.00                     | 3,403.00               | 0.00         | 0.00         | 3,403.00                 | 0.00%                                   |
| Total Other Revenue        |      | 300.92                   | 416.67                   | 9,246.16               | 2,916.69     | 5,000.00     | 4,246.16                 | (84.92)%                                |
| Total Revenue              |      | 11,082.86                | 2,250.01                 | 1,783,497.57           | 1,840,750.07 | 3,711,576.00 | (1,928,078.43)           | 51.95%                                  |



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 11/1/2009 Through 11/30/2009**

|                         | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-------------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue                 |                          |                          |                        |            |              |                          |   |
| Intergovernmental       |                          |                          |                        |            |              |                          |   |
| MFT Allotment           | 3440 39,787.87           | 56,416.67                | 345,839.39             | 394,916.69 | 677,000.00   | (331,160.61)             | 48.91%                                  |
| Total Intergovernmental | 39,787.87                | 56,416.67                | 345,839.39             | 394,916.69 | 677,000.00   | (331,160.61)             | 48.92%                                  |
| Other Revenue           |                          |                          |                        |            |              |                          |   |
| Interest Income         | 3510 0.00                | 150.00                   | 31.84                  | 1,050.00   | 1,800.00     | (1,768.16)               | 98.23%                                  |
| Total Other Revenue     | 0.00                     | 150.00                   | 31.84                  | 1,050.00   | 1,800.00     | (1,768.16)               | 98.23%                                  |
| Total Revenue           | 39,787.87                | 56,566.67                | 345,871.23             | 395,966.69 | 678,800.00   | (332,928.77)             | 49.05%                                  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 11/1/2009 Through 11/30/2009**

|                     | <u>Current Period<br/>Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent<br/>Total<br/>Budget<br/>Remaining</u> |
|---------------------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Revenue             |                                  |                                  |                                |                   |                     |                                  |   |
| Other Revenue       |                                  |                                  |                                |                   |                     |                                  |   |
| Interest Income     | 3510 8.59                        | 0.00                             | 218.98                         | 0.00              | 0.00                | 218.98                           | 0.00%   |
| Total Other Revenue | <u>8.59</u>                      | <u>0.00</u>                      | <u>218.98</u>                  | <u>0.00</u>       | <u>0.00</u>         | <u>218.98</u>                    | <u>0.00%</u>                                      |
| Total Revenue       | <u>8.59</u>                      | <u>0.00</u>                      | <u>218.98</u>                  | <u>0.00</u>       | <u>0.00</u>         | <u>218.98</u>                    | <u>0.00%</u>                                      |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 11/1/2009 Through 11/30/2009**

|                             | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-----------------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue                     |                          |                          |                        |            |              |                          |   |
| Taxes                       |                          |                          |                        |            |              |                          |   |
| Real Estate Taxes - Current | 3110 125.86              | 0.00                     | 4,953.56               | 2,500.00   | 5,000.00     | (46.44)                  | 0.92%                                   |
| Total Taxes                 | 125.86                   | 0.00                     | 4,953.56               | 2,500.00   | 5,000.00     | (46.44)                  | 0.93%                                   |
| Other Revenue               |                          |                          |                        |            |              |                          |   |
| Interest Income             | 3510 13.88               | 0.00                     | 394.26                 | 0.00       | 0.00         | 394.26                   | 0.00%                                   |
| Total Other Revenue         | 13.88                    | 0.00                     | 394.26                 | 0.00       | 0.00         | 394.26                   | 0.00%                                   |
| Total Revenue               | 139.74                   | 0.00                     | 5,347.82               | 2,500.00   | 5,000.00     | 347.82                   | (6.96)%                                 |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Forfeiture Fund**  
**From 11/1/2009 Through 11/30/2009**

|                          | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget  | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|--------------------------|--------------------------|--------------------------|------------------------|-------------|--------------|--------------------------|---|
| Revenue                  |                          |                          |                        |             |              |                          |   |
| Other Revenue            |                          |                          |                        |             |              |                          |   |
| Interest Income          | 3510 4.93                | 0.00                     | 265.07                 | 0.00        | 0.00         | 265.07                   | 0.00%                                   |
| Drug Forfeiture Receipts | 3538 0.00                | 0.00                     | 1,201.56               | 0.00        | 0.00         | 1,201.56                 | 0.00%                                   |
| Total Other Revenue      | <u>4.93</u>              | <u>0.00</u>              | <u>1,466.63</u>        | <u>0.00</u> | <u>0.00</u>  | <u>1,466.63</u>          | <u>0.00%</u>                            |
| Total Revenue            | 4.93                     | 0.00                     | 1,466.63               | 0.00        | 0.00         | 1,466.63                 | 0.00%                                   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 11/1/2009 Through 11/30/2009**

|                         | <u>Current Period<br/>Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent<br/>Total<br/>Budget<br/>Remaining</u> |
|-------------------------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Revenue                 |                                  |                                  |                                |                   |                     |                                  |   |
| Other Revenue           |                                  |                                  |                                |                   |                     |                                  |   |
| Interest Income         | 3510    404.61                   | 1,666.67                         | 14,059.63                      | 11,666.69         | 20,000.00           | (5,940.37)                       | 29.70%  |
| Gain/Loss on Investment | 3515    24.34                    | 0.00                             | 78.64                          | 0.00              | 0.00                | 78.64                            | 0.00%   |
| Total Other Revenue     | <u>428.95</u>                    | <u>1,666.67</u>                  | <u>14,138.27</u>               | <u>11,666.69</u>  | <u>20,000.00</u>    | <u>(5,861.73)</u>                | <u>29.31%</u>                                     |
| Total Revenue           | 428.95                           | 1,666.67                         | 14,138.27                      | 11,666.69         | 20,000.00           | (5,861.73)                       | 29.31%  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Darien Area Dispatch Center**  
**From 11/1/2009 Through 11/30/2009**

|                       | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-----------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue               |                          |                          |                        |            |              |                          |   |
| Other Revenue         |                          |                          |                        |            |              |                          |   |
| Interest Income       | 3510                     | 532.32                   | 0.00                   | 17,697.26  | 0.00         | 17,697.26                | 0.00%                                   |
| Total Other Revenue   |                          | 532.32                   | 0.00                   | 17,697.26  | 0.00         | 17,697.26                | 0.00%                                   |
| DADC Revenue          |                          |                          |                        |            |              |                          |   |
| Dispatch Fee - Darien | 3810                     | 34,886.59                | 34,886.58              | 244,702.36 | 244,206.06   | (173,936.64)             | 41.54%                                  |
| Dispatch Fee - Lisle  | 3811                     | 39,182.59                | 39,182.58              | 274,278.06 | 274,278.06   | (195,912.94)             | 41.66%                                  |
| Total DADC Revenue    |                          | 74,069.18                | 74,069.16              | 518,980.42 | 518,484.12   | (369,849.58)             | 41.61%                                  |
| Total Revenue         |                          | 74,601.50                | 74,069.16              | 536,677.68 | 518,484.12   | (352,152.32)             | 39.62%                                  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Seizures Fund**  
From 11/1/2009 Through 11/30/2009

|                          | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget  | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |       |
|--------------------------|--------------------------|--------------------------|------------------------|-------------|--------------|--------------------------|---|-------|
| Revenue                  |                          |                          |                        |             |              |                          |   |       |
| Other Revenue            |                          |                          |                        |             |              |                          |   |       |
| Interest Income          | 3510                     | 5.72                     | 0.00                   | 98.96       | 0.00         | 0.00                     | 98.96                                   | 0.00% |
| Drug Forfeiture Receipts | 3538                     | 0.00                     | 0.00                   | 2,742.44    | 0.00         | 0.00                     | 2,742.44                                | 0.00% |
| Total Other Revenue      | <u>5.72</u>              | <u>0.00</u>              | <u>2,841.40</u>        | <u>0.00</u> | <u>0.00</u>  | <u>2,841.40</u>          | <u>0.00%</u>                            |       |
| Total Revenue            | 5.72                     | 0.00                     | 2,841.40               | 0.00        | 0.00         | 2,841.40                 | 0.00%                                   |       |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Road Improvement Fund**  
**From 11/1/2009 Through 11/30/2009**

|                     | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget  | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|---------------------|--------------------------|--------------------------|------------------------|-------------|--------------|--------------------------|---|
| Revenue             |                          |                          |                        |             |              |                          |   |
| Other Revenue       |                          |                          |                        |             |              |                          |   |
| Interest Income     | 3510 6.55                | 0.00                     | 534.41                 | 0.00        | 0.00         | 534.41                   | 0.00%                                   |
| Total Other Revenue | <u>6.55</u>              | <u>0.00</u>              | <u>534.41</u>          | <u>0.00</u> | <u>0.00</u>  | <u>534.41</u>            | <u>0.00%</u>                            |
| Total Revenue       | <u>6.55</u>              | <u>0.00</u>              | <u>534.41</u>          | <u>0.00</u> | <u>0.00</u>  | <u>534.41</u>            | <u>0.00%</u>                            |



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 11/1/2009 Through 11/30/2009**

|                             | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-----------------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue                     |                          |                          |                        |            |              |                          |   |
| Taxes                       |                          |                          |                        |            |              |                          |   |
| Real Estate Taxes - Current | 3110 0.00                | 0.00                     | 180,000.00             | 77,500.00  | 199,794.00   | (19,794.00)              | 9.90%                                   |
| Total Taxes                 | 0.00                     | 0.00                     | 180,000.00             | 77,500.00  | 199,794.00   | (19,794.00)              | 9.91%                                   |
| Other Revenue               |                          |                          |                        |            |              |                          |   |
| Interest Income             | 3510 748.19              | 1,250.00                 | 42,743.88              | 8,750.00   | 15,000.00    | 27,743.88                | (184.95)%                               |
| Total Other Revenue         | 748.19                   | 1,250.00                 | 42,743.88              | 8,750.00   | 15,000.00    | 27,743.88                | (184.96)%                               |
| Total Revenue               | 748.19                   | 1,250.00                 | 222,743.88             | 86,250.00  | 214,794.00   | 7,949.88                 | (3.70)%                                 |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 11/1/2009 Through 11/30/2009**

|                             | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget | Total Budget | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|-----------------------------|--------------------------|--------------------------|------------------------|------------|--------------|--------------------------|---|
| Revenue                     |                          |                          |                        |            |              |                          |   |
| Taxes                       |                          |                          |                        |            |              |                          |   |
| Real Estate Taxes - Current | 3110 0.00                | 0.00                     | 80,000.00              | 52,000.00  | 104,000.00   | (24,000.00)              | 23.07%                                  |
| Total Taxes                 | 0.00                     | 0.00                     | 80,000.00              | 52,000.00  | 104,000.00   | (24,000.00)              | 23.08%                                  |
| Other Revenue               |                          |                          |                        |            |              |                          |   |
| Interest Income             | 3510 48.85               | 200.00                   | 5,402.14               | 1,400.00   | 2,500.00     | 2,902.14                 | (116.08)%                               |
| Total Other Revenue         | 48.85                    | 200.00                   | 5,402.14               | 1,400.00   | 2,500.00     | 2,902.14                 | (116.09)%                               |
| Total Revenue               | 48.85                    | 200.00                   | 85,402.14              | 53,400.00  | 106,500.00   | (21,097.86)              | 19.81%                                  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 11/1/2009 Through 11/30/2009**

|                            | Current Period<br>Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget        | Total Budget      | Total Budget<br>Variance | Percent<br>Total<br>Budget<br>Remaining |
|----------------------------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|---|
| Revenue                    |                          |                          |                        |                   |                   |                          |   |
| Other Revenue              |                          |                          |                        |                   |                   |                          |   |
| Rents                      | 3561 7,016.20            | 17,562.50                | 90,641.20              | 122,937.50        | 210,750.00        | (120,108.80)             | 56.99%                                  |
| Taxes - Reimbursable       | 3564 0.00                | 166.67                   | 0.00                   | 1,166.69          | 2,000.00          | (2,000.00)               | 100.00%                                 |
| Maintenance - Reimbursable | 3567 318.00              | 0.00                     | 2,719.37               | 0.00              | 0.00              | 2,719.37                 | 0.00%                                   |
| Operations Revenue         | 3576 944.00              | 0.00                     | 5,996.02               | 0.00              | 0.00              | 5,996.02                 | 0.00%                                   |
| Total Other Revenue        | <u>8,278.20</u>          | <u>17,729.17</u>         | <u>99,356.59</u>       | <u>124,104.19</u> | <u>212,750.00</u> | <u>(113,393.41)</u>      | <u>53.30%</u>                           |
| Total Revenue              | 8,278.20                 | 17,729.17                | 99,356.59              | 124,104.19        | 212,750.00        | (113,393.41)             | 53.30%                                  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 11/1/2009 Through 11/30/2009**

|                                      |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget        | Total Budget      | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|--------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>                  |      |                          |                          |                        |                   |                   |                          |                                      |
| <b>Salaries</b>                      |      |                          |                          |                        |                   |                   |                          |                                      |
| Salaries                             | 4010 | 40,858.22                | 39,384.62                | 286,149.60             | 295,384.65        | 512,000.00        | 225,850.40               | 44.11%                               |
| Overtime                             | 4030 | (2,268.65)               | 250.00                   | 727.89                 | 1,750.00          | 3,000.00          | 2,272.11                 | 75.73%                               |
| <b>Total Salaries</b>                |      | <b>38,589.57</b>         | <b>39,634.62</b>         | <b>286,877.49</b>      | <b>297,134.65</b> | <b>515,000.00</b> | <b>228,122.51</b>        | <b>44.30%</b>                        |
| <b>Benefits</b>                      |      |                          |                          |                        |                   |                   |                          |                                      |
| Social Security                      | 4110 | 1,713.82                 | 2,500.00                 | 16,018.13              | 17,500.00         | 30,000.00         | 13,981.87                | 46.60%                               |
| Medicare                             | 4111 | 559.28                   | 666.67                   | 4,230.13               | 4,666.69          | 8,000.00          | 3,769.87                 | 47.12%                               |
| I.M.R.F.                             | 4115 | 3,793.36                 | 4,500.00                 | 29,043.01              | 31,500.00         | 54,000.00         | 24,956.99                | 46.21%                               |
| Medical/Life Insurance               | 4120 | 5,776.46                 | 6,666.67                 | 38,958.22              | 46,666.69         | 80,000.00         | 41,041.78                | 51.30%                               |
| Supplemental Pensions                | 4135 | 1,977.73                 | 2,100.00                 | 13,102.35              | 14,700.00         | 25,200.00         | 12,097.65                | 48.00%                               |
| <b>Total Benefits</b>                |      | <b>13,820.65</b>         | <b>16,433.34</b>         | <b>101,351.84</b>      | <b>115,033.38</b> | <b>197,200.00</b> | <b>95,848.16</b>         | <b>48.60%</b>                        |
| <b>Materials and Supplies</b>        |      |                          |                          |                        |                   |                   |                          |                                      |
| Dues and Subscriptions               | 4213 | 100.00                   | 240.00                   | 1,668.75               | 1,680.00          | 2,880.00          | 1,211.25                 | 42.05%                               |
| Liability Insurance                  | 4219 | 50.83                    | 1,094.33                 | 6,510.05               | 7,160.31          | 57,632.00         | 51,121.95                | 88.70%                               |
| Legal Notices                        | 4221 | 1,369.98                 | 708.33                   | 3,667.14               | 4,958.31          | 8,500.00          | 4,832.86                 | 56.85%                               |
| Maintenance - Building               | 4223 | 700.58                   | 791.67                   | 3,330.43               | 5,541.69          | 9,500.00          | 6,169.57                 | 64.94%                               |
| Maintenance - Equipment              | 4225 | 115.72                   | 875.00                   | 3,949.85               | 6,125.00          | 10,500.00         | 6,550.15                 | 62.38%                               |
| Maintenance - Grounds                | 4227 | 585.55                   | 333.33                   | 5,499.22               | 2,333.31          | 4,000.00          | (1,499.22)               | (37.48)%                             |
| Postage/Mailings                     | 4233 | 736.75                   | 500.00                   | 1,912.19               | 3,500.00          | 6,000.00          | 4,087.81                 | 68.13%                               |
| Printing and Forms                   | 4235 | 42.00                    | 291.67                   | 1,327.74               | 2,041.69          | 4,500.00          | 3,172.26                 | 70.49%                               |
| Public Relations                     | 4239 | 3,145.27                 | 1,666.67                 | 18,751.23              | 20,466.68         | 40,800.00         | 22,048.77                | 54.04%                               |
| Rent - Equipment                     | 4243 | 0.00                     | 200.00                   | 1,611.97               | 1,400.00          | 2,400.00          | 788.03                   | 32.83%                               |
| Supplies - Office                    | 4253 | 2,319.77                 | 916.67                   | 6,206.23               | 6,416.69          | 11,000.00         | 4,793.77                 | 43.57%                               |
| Supplies - Operation                 | 4255 | 0.00                     | 0.00                     | 305.98                 | 0.00              | 0.00              | (305.98)                 | 0.00%                                |
| Supplies - Other                     | 4257 | 219.77                   | 375.00                   | 1,866.70               | 2,625.00          | 4,500.00          | 2,633.30                 | 58.51%                               |
| Training and Education               | 4263 | 0.00                     | 0.00                     | 130.00                 | 2,500.04          | 2,500.00          | 2,370.00                 | 94.80%                               |
| Travel/Meetings                      | 4265 | 0.00                     | 58.33                    | 61.45                  | 1,158.31          | 1,500.00          | 1,438.55                 | 95.90%                               |
| Telephone                            | 4267 | 1,572.53                 | 5,058.33                 | 16,499.94              | 35,408.31         | 60,700.00         | 44,200.06                | 72.81%                               |
| Uniforms                             | 4269 | 0.00                     | 0.00                     | 212.93                 | 0.00              | 275.00            | 62.07                    | 22.57%                               |
| Utilities<br>(Elec, Gas, Wtr, Sewer) | 4271 | 93.84                    | 166.67                   | 617.01                 | 1,166.69          | 2,000.00          | 1,382.99                 | 69.14%                               |
| Vehicle (Gas and Oil)                | 4273 | 367.67                   | 575.00                   | 2,473.97               | 4,025.00          | 6,900.00          | 4,426.03                 | 64.14%                               |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 11/1/2009 Through 11/30/2009**

|                              |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget   | Total Budget   | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|------------------------------|------|--------------------------|--------------------------|------------------------|--------------|----------------|--------------------------|--------------------------------------|
| ESDA                         | 4279 | 0.00                     | 166.67                   | 0.00                   | 1,166.69     | 2,000.00       | 2,000.00                 | 100.00%                              |
| Total Materials and Supplies |      | 11,420.26                | 14,017.67                | 76,602.78              | 109,673.72   | 238,087.00     | 161,484.22               | 67.83%                               |
| Contractual                  |      |                          |                          |                        |              |                |                          |                                      |
| Audit                        | 4320 | 0.00                     | 0.00                     | 16,229.00              | 16,229.00    | 16,229.00      | 0.00                     | 0.00%                                |
| Consulting/Professional      | 4325 | 84.90                    | 7,787.50                 | 18,538.11              | 54,512.50    | 93,450.00      | 74,911.89                | 80.16%                               |
| Const/Prof Reimbursable      | 4328 | 0.00                     | 0.00                     | 682.41                 | 0.00         | 0.00           | (682.41)                 | 0.00%                                |
| Contingency                  | 4330 | 706.10                   | (0.04)                   | 4,606.10               | 5,000.00     | 5,000.00       | 393.90                   | 7.87%                                |
| Janitorial Service           | 4345 | 1,254.00                 | 1,500.00                 | 8,978.00               | 10,500.00    | 18,000.00      | 9,022.00                 | 50.12%                               |
| Total Contractual            |      | 2,045.00                 | 9,287.46                 | 49,033.62              | 86,241.50    | 132,679.00     | 83,645.38                | 63.04%                               |
| Capital Outlay               |      |                          |                          |                        |              |                |                          |                                      |
| Equipment                    | 4815 | 0.00                     | 0.00                     | 1,200.00               | 1,500.00     | 1,500.00       | 300.00                   | 20.00%                               |
| Total Capital Outlay         |      | 0.00                     | 0.00                     | 1,200.00               | 1,500.00     | 1,500.00       | 300.00                   | 20.00%                               |
| Total Expenditures           |      | 65,875.48                | 79,373.09                | 515,065.73             | 609,583.25   | 1,084,466.00   | 569,400.27               | 52.51%                               |
| Total                        |      | (65,875.48)              | (79,373.09)              | (515,065.73)           | (609,583.25) | (1,084,466.00) | (569,400.27)             | 0.00%                                |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 11/1/2009 Through 11/30/2009**

|                               |      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|-------------------------------|------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| <b>Expenditures</b>           |      |                                  |                                  |                                |                   |                     |                                  |   |
| <b>Salaries</b>               |      |                                  |                                  |                                |                   |                     |                                  |   |
| Salaries                      | 4010 | 3,562.50                         | 3,562.08                         | 24,337.50                      | 24,934.56         | 42,745.00           | 18,407.50                        | 43.06%  |
| Total Salaries                |      | 3,562.50                         | 3,562.08                         | 24,337.50                      | 24,934.56         | 42,745.00           | 18,407.50                        | 43.06%  |
| <b>Benefits</b>               |      |                                  |                                  |                                |                   |                     |                                  |   |
| Social Security               | 4110 | 220.88                           | 221.67                           | 1,508.96                       | 1,551.69          | 2,660.00            | 1,151.04                         | 43.27%  |
| Medicare                      | 4111 | 51.67                            | 51.67                            | 352.99                         | 361.69            | 620.00              | 267.01                           | 43.06%  |
| I.M.R.F.                      | 4115 | 103.22                           | 158.33                           | 722.53                         | 1,108.31          | 1,900.00            | 1,177.47                         | 61.97%  |
| Total Benefits                |      | 375.77                           | 431.67                           | 2,584.48                       | 3,021.69          | 5,180.00            | 2,595.52                         | 50.11%  |
| <b>Materials and Supplies</b> |      |                                  |                                  |                                |                   |                     |                                  |   |
| Boards and Commissions        | 4205 | 78.50                            | 250.00                           | 196.25                         | 1,750.00          | 3,000.00            | 2,803.75                         | 93.45%  |
| Cable Operations              | 4206 | 0.00                             | 208.33                           | 562.50                         | 1,458.31          | 2,500.00            | 1,937.50                         | 77.50%  |
| Employee Recognition          | 4207 | 0.00                             | 0.00                             | (75.00)                        | 0.00              | 0.00                | 75.00                            | 0.00%   |
| Dues and Subscriptions        | 4213 | 0.00                             | 33.33                            | 0.00                           | 233.31            | 400.00              | 400.00                           | 100.00%                                       |
| Liability Insurance           | 4219 | 9,502.38                         | 4,166.67                         | 15,997.38                      | 14,119.33         | 59,858.00           | 43,860.62                        | 73.27%  |
| Public Relations              | 4239 | 0.00                             | 1,175.00                         | 10,794.49                      | 7,725.00          | 13,600.00           | 2,805.51                         | 20.62%  |
| Travel/Meetings               | 4265 | 127.00                           | 79.17                            | 243.74                         | 554.19            | 950.00              | 706.26                           | 74.34%  |
| Total Materials and Supplies  |      | 9,707.88                         | 5,912.50                         | 27,719.36                      | 25,840.14         | 80,308.00           | 52,588.64                        | 65.48%  |
| <b>Contractual</b>            |      |                                  |                                  |                                |                   |                     |                                  |   |
| Consulting/Professional       | 4325 | (70.00)                          | 2,666.67                         | 25,743.75                      | 18,666.69         | 32,000.00           | 6,256.25                         | 19.55%  |
| Trolley Contracts             | 4366 | 500.00                           | 0.00                             | 500.00                         | 0.00              | 2,200.00            | 1,700.00                         | 77.27%  |
| Total Contractual             |      | 430.00                           | 2,666.67                         | 26,243.75                      | 18,666.69         | 34,200.00           | 7,956.25                         | 23.26%  |
| <b>Capital Outlay</b>         |      |                                  |                                  |                                |                   |                     |                                  |   |
| Equipment                     | 4815 | 0.00                             | 0.00                             | 6,923.00                       | 7,000.00          | 7,000.00            | 77.00                            | 1.10%   |
| Total Capital Outlay          |      | 0.00                             | 0.00                             | 6,923.00                       | 7,000.00          | 7,000.00            | 77.00                            | 1.10%   |
| Total Expenditures            |      | 14,076.15                        | 12,572.92                        | 87,808.09                      | 79,463.08         | 169,433.00          | 81,624.91                        | 48.18%  |
| Total                         |      | (14,076.15)                      | (12,572.92)                      | (87,808.09)                    | (79,463.08)       | (169,433.00)        | (81,624.91)                      | 0.00%   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget          | Total Budget        | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|---------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>                 |      |                          |                          |                        |                     |                     |                          |                                      |
| <b>Salaries</b>                     |      |                          |                          |                        |                     |                     |                          |                                      |
| Salaries                            | 4010 | 23,374.59                | 19,846.16                | 150,169.86             | 148,846.20          | 258,000.00          | 107,830.14               | 41.79%                               |
| Overtime                            | 4030 | 38.28                    | 166.67                   | 922.92                 | 1,166.69            | 2,000.00            | 1,077.08                 | 53.85%                               |
| <b>Total Salaries</b>               |      | <b>23,412.87</b>         | <b>20,012.83</b>         | <b>151,092.78</b>      | <b>150,012.89</b>   | <b>260,000.00</b>   | <b>108,907.22</b>        | <b>41.89%</b>                        |
| <b>Benefits</b>                     |      |                          |                          |                        |                     |                     |                          |                                      |
| Social Security                     | 4110 | 885.73                   | 1,225.00                 | 8,645.43               | 8,575.00            | 14,700.00           | 6,054.57                 | 41.18%                               |
| Medicare                            | 4111 | 271.84                   | 325.00                   | 2,086.61               | 2,275.00            | 3,900.00            | 1,813.39                 | 46.49%                               |
| I.M.R.F.                            | 4115 | 1,905.53                 | 2,200.00                 | 14,554.66              | 15,400.00           | 26,400.00           | 11,845.34                | 44.86%                               |
| Medical/Life Insurance              | 4120 | 3,123.44                 | 2,583.33                 | 22,447.95              | 18,083.31           | 31,000.00           | 8,552.05                 | 27.58%                               |
| Supplemental Pensions               | 4135 | 276.90                   | 300.00                   | 1,384.50               | 2,100.00            | 3,600.00            | 2,215.50                 | 61.54%                               |
| <b>Total Benefits</b>               |      | <b>6,463.44</b>          | <b>6,633.33</b>          | <b>49,119.15</b>       | <b>46,433.31</b>    | <b>79,600.00</b>    | <b>30,480.85</b>         | <b>38.29%</b>                        |
| <b>Materials and Supplies</b>       |      |                          |                          |                        |                     |                     |                          |                                      |
| Boards and Commissions              | 4205 | 0.00                     | 191.67                   | 608.00                 | 1,341.69            | 2,300.00            | 1,692.00                 | 73.56%                               |
| Dues and Subscriptions              | 4213 | 0.00                     | 83.33                    | 575.00                 | 583.31              | 1,000.00            | 425.00                   | 42.50%                               |
| Liability Insurance                 | 4219 | 655.50                   | 416.67                   | 6,745.50               | 2,916.69            | 49,324.00           | 42,578.50                | 86.32%                               |
| Maintenance - Vehicles              | 4229 | 28.21                    | 158.33                   | 679.56                 | 1,108.31            | 1,900.00            | 1,220.44                 | 64.23%                               |
| Postage/Mailings                    | 4233 | 220.00                   | 0.00                     | 880.00                 | 0.00                | 0.00                | (880.00)                 | 0.00%                                |
| Printing and Forms                  | 4235 | 0.00                     | 273.33                   | 2.20                   | 1,913.31            | 3,280.00            | 3,277.80                 | 99.93%                               |
| Supplies - Office                   | 4253 | 0.00                     | 50.00                    | 17.27                  | 350.00              | 600.00              | 582.73                   | 97.12%                               |
| Training and Education              | 4263 | 0.00                     | 49.98                    | 0.00                   | 1,299.96            | 1,300.00            | 1,300.00                 | 100.00%                              |
| Travel/Meetings                     | 4265 | 0.00                     | (100.00)                 | 40.00                  | 750.00              | 750.00              | 710.00                   | 94.66%                               |
| Vehicle (Gas and Oil)               | 4273 | 162.86                   | 175.00                   | 1,211.02               | 1,225.00            | 2,100.00            | 888.98                   | 42.33%                               |
| <b>Total Materials and Supplies</b> |      | <b>1,066.57</b>          | <b>1,298.31</b>          | <b>10,758.55</b>       | <b>11,488.27</b>    | <b>62,554.00</b>    | <b>51,795.45</b>         | <b>82.80%</b>                        |
| <b>Contractual</b>                  |      |                          |                          |                        |                     |                     |                          |                                      |
| Consulting/Professional             | 4325 | 2,120.00                 | 5,750.00                 | 18,839.32              | 40,250.00           | 69,000.00           | 50,160.68                | 72.69%                               |
| Conslt/Prof Reimbursable            | 4328 | 4,508.25                 | 5,333.33                 | 41,133.94              | 37,333.31           | 64,000.00           | 22,866.06                | 35.72%                               |
| <b>Total Contractual</b>            |      | <b>6,628.25</b>          | <b>11,083.33</b>         | <b>59,973.26</b>       | <b>77,583.31</b>    | <b>133,000.00</b>   | <b>73,026.74</b>         | <b>54.91%</b>                        |
| <b>Total Expenditures</b>           |      | <b>37,571.13</b>         | <b>39,027.80</b>         | <b>270,943.74</b>      | <b>285,517.78</b>   | <b>535,154.00</b>   | <b>264,210.26</b>        | <b>49.37%</b>                        |
| <b>Total</b>                        |      | <b>(37,571.13)</b>       | <b>(39,027.80)</b>       | <b>(270,943.74)</b>    | <b>(285,517.78)</b> | <b>(535,154.00)</b> | <b>(264,210.26)</b>      | <b>0.00%</b>                         |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget        | Total Budget      | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>                 |      |                          |                          |                        |                   |                   |                          |                                      |
| <b>Salaries</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Salaries                            | 4010 | 23,831.39                | 35,069.24                | 251,950.13             | 263,019.30        | 455,900.00        | 203,949.87               | 44.73%                               |
| Overtime                            | 4030 | 2,615.59                 | 8,333.33                 | 29,986.07              | 58,333.31         | 100,000.00        | 70,013.93                | 70.01%                               |
| <b>Total Salaries</b>               |      | <b>26,446.98</b>         | <b>43,402.57</b>         | <b>281,936.20</b>      | <b>321,352.61</b> | <b>555,900.00</b> | <b>273,963.80</b>        | <b>49.28%</b>                        |
| <b>Benefits</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Social Security                     | 4110 | 3,072.09                 | 4,000.00                 | 27,496.23              | 30,000.00         | 52,000.00         | 24,503.77                | 47.12%                               |
| Medicare                            | 4111 | 718.45                   | 1,023.75                 | 6,430.64               | 7,166.25          | 12,285.00         | 5,854.36                 | 47.65%                               |
| I.M.R.F.                            | 4115 | 5,535.90                 | 6,391.67                 | 42,563.72              | 44,741.69         | 76,700.00         | 34,136.28                | 44.50%                               |
| Medical/Life Insurance              | 4120 | 9,411.80                 | 9,666.67                 | 63,159.21              | 67,666.69         | 116,000.00        | 52,840.79                | 45.55%                               |
| Supplemental Pensions               | 4135 | 1,661.40                 | 1,125.00                 | 7,568.60               | 7,875.00          | 13,500.00         | 5,931.40                 | 43.93%                               |
| <b>Total Benefits</b>               |      | <b>20,399.64</b>         | <b>22,207.09</b>         | <b>147,218.40</b>      | <b>157,449.63</b> | <b>270,485.00</b> | <b>123,266.60</b>        | <b>45.57%</b>                        |
| <b>Materials and Supplies</b>       |      |                          |                          |                        |                   |                   |                          |                                      |
| Liability Insurance                 | 4219 | 1,066.31                 | 6,348.00                 | 13,475.74              | 44,436.00         | 76,176.00         | 62,700.26                | 82.30%                               |
| Maintenance - Building              | 4223 | 2,318.69                 | 1,204.17                 | 13,329.18              | 25,429.19         | 35,950.00         | 22,620.82                | 62.92%                               |
| Maintenance - Equipment             | 4225 | 542.96                   | 2,740.83                 | 18,777.82              | 19,185.81         | 32,890.00         | 14,112.18                | 42.90%                               |
| Maintenance - Vehicles              | 4229 | 1,152.43                 | 1,541.67                 | 10,035.66              | 10,791.69         | 18,500.00         | 8,464.34                 | 45.75%                               |
| Postage/Mailings                    | 4233 | 340.00                   | 70.83                    | 795.80                 | 495.81            | 850.00            | 54.20                    | 6.37%                                |
| Rent - Equipment                    | 4243 | 2,300.00                 | 2,225.00                 | 11,882.22              | 15,575.00         | 26,700.00         | 14,817.78                | 55.49%                               |
| Supplies - Office                   | 4253 | 667.41                   | 391.67                   | 1,830.04               | 2,741.69          | 4,700.00          | 2,869.96                 | 61.06%                               |
| Supplies - Other                    | 4257 | 4,957.53                 | 4,391.67                 | 33,801.61              | 30,741.69         | 52,700.00         | 18,898.39                | 35.86%                               |
| Small Tools & Equipment             | 4259 | 207.39                   | 395.83                   | 1,840.53               | 2,770.81          | 4,750.00          | 2,909.47                 | 61.25%                               |
| Training and Education              | 4263 | 245.00                   | 0.00                     | 1,181.00               | 3,387.48          | 2,075.00          | 894.00                   | 43.08%                               |
| Uniforms                            | 4269 | 1,002.65                 | 487.50                   | 2,236.57               | 3,412.50          | 5,400.00          | 3,163.43                 | 58.58%                               |
| Utilities<br>(Elec,Gas,Wtr,Sewer)   | 4271 | 128.73                   | 279.17                   | 398.90                 | 1,954.19          | 3,350.00          | 2,951.10                 | 88.09%                               |
| Vehicle (Gas and Oil)               | 4273 | 2,923.91                 | 6,383.34                 | 30,252.64              | 44,683.38         | 76,600.00         | 46,347.36                | 60.50%                               |
| <b>Total Materials and Supplies</b> |      | <b>17,853.01</b>         | <b>26,459.68</b>         | <b>139,837.71</b>      | <b>205,605.24</b> | <b>340,641.00</b> | <b>200,803.29</b>        | <b>58.95%</b>                        |
| <b>Contractual</b>                  |      |                          |                          |                        |                   |                   |                          |                                      |
| Consulting/Professional             | 4325 | 0.00                     | 0.00                     | 18,081.29              | 43,000.02         | 76,000.00         | 57,918.71                | 76.20%                               |
| Const/Prof Reimbursable             | 4328 | 0.00                     | 0.00                     | 43.00                  | 0.00              | 0.00              | (43.00)                  | 0.00%                                |
| Forestry                            | 4350 | (2,297.04)               | 5,896.67                 | 34,068.69              | 62,276.69         | 109,260.00        | 75,191.31                | 68.81%                               |
| Street Light Oper & Maint.          | 4359 | 5,802.08                 | (1,271.67)               | 43,299.02              | 47,478.33         | 80,000.00         | 36,700.98                | 45.87%                               |



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 11/1/2009 Through 11/30/2009**

|                                 |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | .YTD Budget    | Total Budget   | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|---------------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Mosquito Abatement              | 4365 | 0.00                     | 3,416.67                 | 40,887.00              | 23,916.69      | 41,000.00      | 113.00                   | 0.27%                                |
| Street Sweeping                 | 4373 | 198.55                   | 7,875.00                 | 16,786.21              | 31,500.00      | 31,500.00      | 14,713.79                | 46.71%                               |
| Drainage Projects               | 4374 | 1,630.50                 | 0.00                     | 35,167.71              | 18,000.00      | 18,000.00      | (17,167.71)              | (95.37)%                             |
| Tree Trim/Removal               | 4375 | 1,137.80                 | 0.00                     | 5,330.60               | 0.00           | 10,800.00      | 5,469.40                 | 50.64%                               |
| Total Contractual               |      | 6,471.89                 | 15,916.67                | 193,663.52             | 226,171.73     | 366,560.00     | 172,896.48               | 47.17%                               |
| Capital Outlay                  |      |                          |                          |                        |                |                |                          |                                      |
| Residential Concrete<br>Program | 4381 | 0.00                     | 0.00                     | 60,636.43              | 0.00           | 0.00           | (60,636.43)              | 0.00%                                |
| Capital Improvements            | 4810 | 0.00                     | 0.00                     | 450,000.00             | 460,000.00     | 460,000.00     | 10,000.00                | 2.17%                                |
| Equipment                       | 4815 | 59,551.86                | 146,251.00               | 154,124.51             | 146,251.00     | 317,264.00     | 163,139.49               | 51.42%                               |
| Total Capital Outlay            |      | 59,551.86                | 146,251.00               | 664,760.94             | 606,251.00     | 777,264.00     | 112,503.06               | 14.47%                               |
| Total Expenditures              |      | 130,723.38               | 254,237.01               | 1,427,416.77           | 1,516,830.21   | 2,310,850.00   | 883,433.23               | 38.23%                               |
| Total                           |      | (130,723.38)             | (254,237.01)             | (1,427,416.77)         | (1,516,830.21) | (2,310,850.00) | (883,433.23)             | 0.00%                                |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 11/1/2009 Through 11/30/2009**

|                               |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget          | Total Budget        | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-------------------------------|------|--------------------------|--------------------------|------------------------|---------------------|---------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>           |      |                          |                          |                        |                     |                     |                          |                                      |
| <b>Salaries</b>               |      |                          |                          |                        |                     |                     |                          |                                      |
| Salaries                      | 4010 | 31,759.70                | 33,852.95                | 263,934.13             | 276,657.72          | 464,918.00          | 200,983.87               | 43.22%                               |
| Salaries - Officers           | 4020 | 246,613.88               | 268,579.78               | 1,840,613.41           | 2,014,348.35        | 3,491,537.00        | 1,650,923.59             | 47.28%                               |
| Overtime                      | 4030 | 38,783.23                | 42,518.67                | 327,177.30             | 297,630.69          | 510,224.00          | 183,046.70               | 35.87%                               |
| <b>Total Salaries</b>         |      | <b>317,156.81</b>        | <b>344,951.40</b>        | <b>2,431,724.84</b>    | <b>2,588,636.76</b> | <b>4,466,679.00</b> | <b>2,034,954.16</b>      | <b>45.56%</b>                        |
| <b>Benefits</b>               |      |                          |                          |                        |                     |                     |                          |                                      |
| Social Security               | 4110 | 1,951.56                 | 2,333.33                 | 16,029.50              | 16,333.31           | 28,000.00           | 11,970.50                | 42.75%                               |
| Medicare                      | 4111 | 3,556.58                 | 4,333.33                 | 27,295.58              | 30,333.31           | 52,000.00           | 24,704.42                | 47.50%                               |
| I.M.R.F.                      | 4115 | 2,696.01                 | 3,916.67                 | 21,948.00              | 27,416.69           | 47,000.00           | 25,052.00                | 53.30%                               |
| Medical/Life Insurance        | 4120 | 38,963.10                | 31,000.00                | 244,607.21             | 217,000.00          | 372,000.00          | 127,392.79               | 34.24%                               |
| Police Pension                | 4130 | 18,321.49                | 15,000.00                | 935,580.53             | 939,778.00          | 939,778.00          | 4,197.47                 | 0.44%                                |
| Supplemental Pensions         | 4135 | 5,445.70                 | 4,700.00                 | 27,182.35              | 32,900.00           | 56,400.00           | 29,217.65                | 51.80%                               |
| <b>Total Benefits</b>         |      | <b>70,934.44</b>         | <b>61,283.33</b>         | <b>1,272,643.17</b>    | <b>1,263,761.31</b> | <b>1,495,178.00</b> | <b>222,534.83</b>        | <b>14.88%</b>                        |
| <b>Materials and Supplies</b> |      |                          |                          |                        |                     |                     |                          |                                      |
| Animal Control                | 4201 | 0.00                     | 166.67                   | 545.00                 | 1,166.69            | 2,000.00            | 1,455.00                 | 72.75%                               |
| Auxiliary Police              | 4203 | 0.00                     | 154.75                   | 244.70                 | 3,226.15            | 4,000.00            | 3,755.30                 | 93.88%                               |
| Boards and Commissions        | 4205 | 2,026.90                 | 1,833.33                 | 4,655.90               | 12,833.31           | 22,000.00           | 17,344.10                | 78.83%                               |
| Dues and Subscriptions        | 4213 | 150.00                   | 566.67                   | 1,586.89               | 3,966.69            | 6,800.00            | 5,213.11                 | 76.66%                               |
| Investigation and Equipment   | 4217 | 1,436.26                 | 5,022.92                 | 18,648.07              | 35,160.44           | 60,275.00           | 41,626.93                | 69.06%                               |
| Liability Insurance           | 4219 | 1,853.57                 | 4,166.67                 | 23,079.73              | 29,166.69           | 269,460.00          | 246,380.27               | 91.43%                               |
| Maintenance - Building        | 4223 | 11,130.83                | (0.01)                   | 22,838.70              | 33,166.63           | 40,600.00           | 17,761.30                | 43.74%                               |
| Maintenance - Equipment       | 4225 | 516.51                   | 4,545.00                 | 24,304.94              | 31,815.00           | 54,540.00           | 30,235.06                | 55.43%                               |
| Maintenance - Vehicles        | 4229 | 4,141.26                 | 3,523.33                 | 28,168.46              | 24,663.31           | 42,280.00           | 14,111.54                | 33.37%                               |
| Postage/Mailings              | 4233 | 794.29                   | 350.00                   | 1,705.59               | 2,450.00            | 4,200.00            | 2,494.41                 | 59.39%                               |
| Printing and Forms            | 4235 | 0.00                     | 416.67                   | 1,997.97               | 2,916.69            | 5,000.00            | 3,002.03                 | 60.04%                               |
| Public Relations              | 4239 | 2,249.75                 | 458.33                   | 6,207.06               | 3,208.31            | 5,500.00            | (707.06)                 | (12.85)%                             |
| Rent - Equipment              | 4243 | 40.52                    | 933.33                   | 2,430.64               | 6,533.31            | 11,200.00           | 8,769.36                 | 78.29%                               |
| Supplies - Office             | 4253 | 1,642.23                 | 833.33                   | 4,600.51               | 5,833.31            | 10,000.00           | 5,399.49                 | 53.99%                               |
| Training and Education        | 4263 | 605.00                   | 4,800.83                 | 26,988.93              | 33,605.81           | 57,610.00           | 30,621.07                | 53.15%                               |
| Travel/Meetings               | 4265 | 383.56                   | 579.17                   | 5,521.34               | 9,304.19            | 17,450.00           | 11,928.66                | 68.35%                               |
| Telephone                     | 4267 | 897.09                   | 1,090.00                 | 5,382.68               | 7,630.00            | 13,080.00           | 7,697.32                 | 58.84%                               |
| Uniforms                      | 4269 | 4,811.77                 | 7,845.83                 | 26,653.24              | 49,920.81           | 89,150.00           | 62,496.76                | 70.10%                               |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 11/1/2009 Through 11/30/2009**

|                                      |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget            | Total Budget          | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|--------------------------------------|------|--------------------------|--------------------------|------------------------|-----------------------|-----------------------|--------------------------|--------------------------------------|
| Utilities<br>(Elec, Gas, Wtr, Sewer) | 4271 | 1,133.80                 | 1,750.00                 | 2,650.64               | 12,250.00             | 21,000.00             | 18,349.36                | 87.37%                               |
| Vehicle (Gas and Oil)                | 4273 | 8,368.83                 | 11,000.00                | 53,975.74              | 77,000.00             | 132,000.00            | 78,024.26                | 59.10%                               |
| <b>Total Materials and Supplies</b>  |      | <b>42,182.17</b>         | <b>50,036.82</b>         | <b>262,186.73</b>      | <b>385,817.34</b>     | <b>868,145.00</b>     | <b>605,958.27</b>        | <b>69.80%</b>                        |
| <b>Contractual</b>                   |      |                          |                          |                        |                       |                       |                          |                                      |
| Consulting/Professional              | 4325 | 0.00                     | 583.33                   | 1,920.00               | 4,083.31              | 7,000.00              | 5,080.00                 | 72.57%                               |
| Darien Area Dispatch                 | 4335 | 34,886.59                | 35,052.00                | 244,702.36             | 245,364.00            | 420,624.00            | 175,921.64               | 41.82%                               |
| Dumeg/Fiat/Child Center              | 4337 | 0.00                     | 583.33                   | 7,000.00               | 4,083.31              | 7,000.00              | 0.00                     | 0.00%                                |
| Contractual Services                 | 4370 | 0.00                     | 0.00                     | 1,956.16               | 0.00                  | 0.00                  | (1,956.16)               | 0.00%                                |
| <b>Total Contractual</b>             |      | <b>34,886.59</b>         | <b>36,218.66</b>         | <b>255,578.52</b>      | <b>253,530.62</b>     | <b>434,624.00</b>     | <b>179,045.48</b>        | <b>41.20%</b>                        |
| <b>Capital Outlay</b>                |      |                          |                          |                        |                       |                       |                          |                                      |
| Equipment                            | 4815 | 465.00                   | 1,666.67                 | 27,463.18              | 11,666.69             | 20,000.00             | (7,463.18)               | (37.31)%                             |
| <b>Total Capital Outlay</b>          |      | <b>465.00</b>            | <b>1,666.67</b>          | <b>27,463.18</b>       | <b>11,666.69</b>      | <b>20,000.00</b>      | <b>(7,463.18)</b>        | <b>(37.32)%</b>                      |
| <b>Total Expenditures</b>            |      | <b>465,625.01</b>        | <b>494,156.88</b>        | <b>4,249,596.44</b>    | <b>4,503,412.72</b>   | <b>7,284,626.00</b>   | <b>3,035,029.56</b>      | <b>41.66%</b>                        |
| <b>Total</b>                         |      | <b>(465,625.01)</b>      | <b>(494,156.88)</b>      | <b>(4,249,596.44)</b>  | <b>(4,503,412.72)</b> | <b>(7,284,626.00)</b> | <b>(3,035,029.56)</b>    | <b>0.00%</b>                         |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 11/1/2009 Through 11/30/2009**

|                                      |      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|--------------------------------------|------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| <b>Expenditures</b>                  |      |                                  |                                  |                                |                   |                     |                                  |   |
| <b>Materials and Supplies</b>        |      |                                  |                                  |                                |                   |                     |                                  |   |
| Liability Insurance                  | 4219 | 0.00                             | 0.00                             | 0.00                           | 0.00              | 10,600.00           | 10,600.00                        | 100.00%                                       |
| Maintenance - Building               | 4223 | 0.00                             | 416.67                           | 0.00                           | 2,916.69          | 5,000.00            | 5,000.00                         | 100.00%                                       |
| Maintenance - Equipment              | 4225 | 0.00                             | 1,458.33                         | 1,324.27                       | 10,208.31         | 17,500.00           | 16,175.73                        | 92.43%  |
| Maintenance - Grounds                | 4227 | 250.00                           | 2,855.83                         | 15,496.68                      | 19,990.81         | 34,270.00           | 18,773.32                        | 54.78%  |
| Maintenance - Laundromat<br>Exp      | 4230 | 81.22                            | 0.00                             | 3,603.45                       | 0.00              | 0.00                | (3,603.45)                       | 0.00%   |
| Utilities<br>(Elec, Gas, Wtr, Sewer) | 4271 | 0.00                             | 83.34                            | 0.00                           | 583.38            | 1,000.00            | 1,000.00                         | 100.00%                                       |
| <b>Total Materials and Supplies</b>  |      | <u>331.22</u>                    | <u>4,814.17</u>                  | <u>20,424.40</u>               | <u>33,699.19</u>  | <u>68,370.00</u>    | <u>47,945.60</u>                 | <u>70.13%</u>                                 |
| <b>Debt Service</b>                  |      |                                  |                                  |                                |                   |                     |                                  |   |
| Debt Service - 2007A Bonds           | 4952 | <u>366,787.50</u>                | <u>0.00</u>                      | <u>393,575.00</u>              | <u>26,787.50</u>  | <u>393,575.00</u>   | <u>0.00</u>                      | <u>0.00%</u>                                  |
| <b>Total Debt Service</b>            |      | <u>366,787.50</u>                | <u>0.00</u>                      | <u>393,575.00</u>              | <u>26,787.50</u>  | <u>393,575.00</u>   | <u>0.00</u>                      | <u>0.00%</u>                                  |
| <b>Total Expenditures</b>            |      | <u>367,118.72</u>                | <u>4,814.17</u>                  | <u>413,999.40</u>              | <u>60,486.69</u>  | <u>461,945.00</u>   | <u>47,945.60</u>                 | <u>10.38%</u>                                 |
| <b>Total</b>                         |      | (367,118.72)                     | (4,814.17)                       | (413,999.40)                   | (60,486.69)       | (461,945.00)        | (47,945.60)                      | 0.00%   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget        | Total Budget      | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>                 |      |                          |                          |                        |                   |                   |                          |                                      |
| <b>Salaries</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Salaries                            | 4010 | 29,731.85                | 37,153.86                | 300,062.20             | 286,653.95        | 477,000.00        | 176,937.80               | 37.09%                               |
| Overtime                            | 4030 | 2,203.82                 | 6,250.00                 | 29,464.55              | 43,750.00         | 75,000.00         | 45,535.45                | 60.71%                               |
| <b>Total Salaries</b>               |      | <b>31,935.67</b>         | <b>43,403.86</b>         | <b>329,526.75</b>      | <b>330,403.95</b> | <b>552,000.00</b> | <b>222,473.25</b>        | <b>40.30%</b>                        |
| <b>Benefits</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Social Security                     | 4110 | 1,921.63                 | 2,317.58                 | 19,904.27              | 19,739.04         | 32,700.00         | 12,795.73                | 39.13%                               |
| Medicare                            | 4111 | 449.43                   | 500.00                   | 4,655.17               | 3,750.00          | 6,500.00          | 1,844.83                 | 28.38%                               |
| I.M.R.F.                            | 4115 | 2,172.89                 | 1,583.33                 | 24,188.20              | 29,083.31         | 52,000.00         | 27,811.80                | 53.48%                               |
| Medical/Life Insurance              | 4120 | 9,058.28                 | 7,379.00                 | 56,907.70              | 54,105.00         | 91,000.00         | 34,092.30                | 37.46%                               |
| Supplemental Pensions               | 4135 | 1,107.60                 | 800.00                   | 5,538.00               | 5,600.00          | 9,600.00          | 4,062.00                 | 42.31%                               |
| <b>Total Benefits</b>               |      | <b>14,709.83</b>         | <b>12,579.91</b>         | <b>111,193.34</b>      | <b>112,277.35</b> | <b>191,800.00</b> | <b>80,606.66</b>         | <b>42.03%</b>                        |
| <b>Materials and Supplies</b>       |      |                          |                          |                        |                   |                   |                          |                                      |
| Liability Insurance                 | 4219 | 703.94                   | 750.00                   | 12,180.82              | 5,250.00          | 177,490.00        | 165,309.18               | 93.13%                               |
| Maintenance - Building              | 4223 | 3,333.33                 | 2,439.00                 | 18,217.76              | 17,073.00         | 29,268.00         | 11,050.24                | 37.75%                               |
| Maintenance - Equipment             | 4225 | 357.09                   | 491.67                   | 3,772.23               | 3,441.69          | 5,900.00          | 2,127.77                 | 36.06%                               |
| Maintenance - Water System          | 4231 | 12,289.33                | 9,083.33                 | 82,032.87              | 63,583.31         | 109,000.00        | 26,967.13                | 24.74%                               |
| Postage/Mailings                    | 4233 | 247.43                   | 702.08                   | 614.90                 | 4,914.56          | 8,425.00          | 7,810.10                 | 92.70%                               |
| Quality Control                     | 4241 | 12.00                    | 2,194.42                 | (113.51)               | 15,360.94         | 26,333.00         | 26,446.51                | 100.43%                              |
| Service Charge                      | 4251 | 20,833.34                | 20,833.33                | 145,833.38             | 145,833.31        | 250,000.00        | 104,166.62               | 41.66%                               |
| Supplies - Office                   | 4253 | 0.00                     | 0.00                     | 40.30                  | 0.00              | 0.00              | (40.30)                  | 0.00%                                |
| Supplies - Operation                | 4255 | 37.98                    | 516.67                   | 1,401.06               | 3,616.69          | 6,200.00          | 4,798.94                 | 77.40%                               |
| Training and Education              | 4263 | 0.00                     | 227.92                   | 390.00                 | 1,595.44          | 2,735.00          | 2,345.00                 | 85.74%                               |
| Telephone                           | 4267 | 294.86                   | 846.67                   | 3,060.11               | 5,926.69          | 10,160.00         | 7,099.89                 | 69.88%                               |
| Uniforms                            | 4269 | 329.55                   | 325.83                   | 1,300.39               | 2,280.81          | 3,910.00          | 2,609.61                 | 66.74%                               |
| Utilities<br>(Elec,Gas,Wtr,Sewer)   | 4271 | 3,470.22                 | 2,916.67                 | 25,046.01              | 20,416.69         | 35,000.00         | 9,953.99                 | 28.43%                               |
| Vehicle (Gas and Oil)               | 4273 | 1,058.66                 | 2,010.42                 | 8,629.44               | 14,072.94         | 24,125.00         | 15,495.56                | 64.23%                               |
| <b>Total Materials and Supplies</b> |      | <b>42,967.73</b>         | <b>43,338.01</b>         | <b>302,405.76</b>      | <b>303,366.07</b> | <b>688,546.00</b> | <b>386,140.24</b>        | <b>56.08%</b>                        |
| <b>Contractual</b>                  |      |                          |                          |                        |                   |                   |                          |                                      |
| Audit                               | 4320 | 0.00                     | 0.00                     | 2,846.00               | 9,000.00          | 9,000.00          | 6,154.00                 | 68.37%                               |
| Consulting/Professional             | 4325 | 404.25                   | 1,404.17                 | 4,520.50               | 9,829.19          | 16,850.00         | 12,329.50                | 73.17%                               |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 11/1/2009 Through 11/30/2009**

|                             |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget     | Total Budget   | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-----------------------------|------|--------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Leak Detection              | 4326 | 0.00                     | 1,675.00                 | 1,270.00               | 11,725.00      | 20,100.00      | 18,830.00                | 93.68%                               |
| Data Processing             | 4336 | 0.00                     | 4,078.92                 | 26,441.63              | 28,552.44      | 48,947.00      | 22,505.37                | 45.97%                               |
| DuPage Water Commission     | 4340 | 136,801.78               | 173,114.17               | 1,096,550.78           | 1,211,799.19   | 2,077,370.00   | 980,819.22               | 47.21%                               |
| Total Contractual           |      | 137,206.03               | 180,272.26               | 1,131,628.91           | 1,270,905.82   | 2,172,267.00   | 1,040,638.09             | 47.91%                               |
| Capital Outlay              |      |                          |                          |                        |                |                |                          |                                      |
| Equipment                   | 4815 | 254.50                   | 3,027.08                 | 36,213.59              | 21,189.56      | 36,325.00      | 111.41                   | 0.30%                                |
| Water Meter Purchases       | 4880 | 0.00                     | 2,083.33                 | 23,413.34              | 14,583.31      | 25,000.00      | 1,586.66                 | 6.34%                                |
| Total Capital Outlay        |      | 254.50                   | 5,110.41                 | 59,626.93              | 35,772.87      | 61,325.00      | 1,698.07                 | 2.77%                                |
| Debt Service                |      |                          |                          |                        |                |                |                          |                                      |
| Debt Retire-Water Refunding | 4950 | 227,589.38               | 0.00                     | 305,403.76             | 78,000.00      | 305,178.00     | (225.76)                 | (0.07)%                              |
| Total Debt Service          |      | 227,589.38               | 0.00                     | 305,403.76             | 78,000.00      | 305,178.00     | (225.76)                 | (0.07)%                              |
| Total Expenditures          |      | 454,663.14               | 284,704.45               | 2,239,785.45           | 2,130,726.06   | 3,971,116.00   | 1,731,330.55             | 43.60%                               |
| Total                       |      | (454,663.14)             | (284,704.45)             | (2,239,785.45)         | (2,130,726.06) | (3,971,116.00) | (1,731,330.55)           | 0.00%                                |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u>   | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|-------------------------------------|------|----------------------------------|----------------------------------|--------------------------------|---------------------|---------------------|----------------------------------|---|
| <b>Expenditures</b>                 |      |                                  |                                  |                                |                     |                     |                                  |   |
| <b>Salaries</b>                     |      |                                  |                                  |                                |                     |                     |                                  |   |
| Salaries                            | 4010 | 24,583.34                        | 24,583.34                        | 172,083.38                     | 172,083.38          | 295,000.00          | 122,916.62                       | 41.66%  |
| <b>Total Salaries</b>               |      | <b>24,583.34</b>                 | <b>24,583.34</b>                 | <b>172,083.38</b>              | <b>172,083.38</b>   | <b>295,000.00</b>   | <b>122,916.62</b>                | <b>41.67%</b>                                 |
| <b>Materials and Supplies</b>       |      |                                  |                                  |                                |                     |                     |                                  |   |
| Road Material                       | 4245 | 1,370.17                         | 2,616.67                         | 18,094.22                      | 18,316.69           | 31,400.00           | 13,305.78                        | 42.37%  |
| Salt                                | 4249 | 15,218.08                        | 75,000.00                        | 15,218.08                      | 75,000.00           | 300,000.00          | 284,781.92                       | 94.92%  |
| Supplies - Other                    | 4257 | 0.00                             | 833.33                           | 0.00                           | 5,833.31            | 10,000.00           | 10,000.00                        | 100.00%                                       |
| Pavement Striping                   | 4261 | 0.00                             | 0.00                             | 2,537.55                       | 6,000.00            | 6,000.00            | 3,462.45                         | 57.70%  |
| <b>Total Materials and Supplies</b> |      | <b>16,588.25</b>                 | <b>78,450.00</b>                 | <b>35,849.85</b>               | <b>105,150.00</b>   | <b>347,400.00</b>   | <b>311,550.15</b>                | <b>89.68%</b>                                 |
| <b>Contractual</b>                  |      |                                  |                                  |                                |                     |                     |                                  |   |
| Street Light Oper & Maint.          | 4359 | 0.00                             | 0.00                             | (6,513.03)                     | 0.00                | 0.00                | 6,513.03                         | 0.00%   |
| <b>Total Contractual</b>            |      | <b>0.00</b>                      | <b>0.00</b>                      | <b>(6,513.03)</b>              | <b>0.00</b>         | <b>0.00</b>         | <b>6,513.03</b>                  | <b>0.00%</b>                                  |
| <b>Total Expenditures</b>           |      | <b>41,171.59</b>                 | <b>103,033.34</b>                | <b>201,420.20</b>              | <b>277,233.38</b>   | <b>642,400.00</b>   | <b>440,979.80</b>                | <b>68.65%</b>                                 |
| <b>Total</b>                        |      | <b>(41,171.59)</b>               | <b>(103,033.34)</b>              | <b>(201,420.20)</b>            | <b>(277,233.38)</b> | <b>(642,400.00)</b> | <b>(440,979.80)</b>              | <b>0.00%</b>                                  |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 11/1/2009 Through 11/30/2009**

|                         | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|-------------------------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Expenditures            |                                  |                                  |                                |                   |                     |                                  |   |
| Contractual             |                                  |                                  |                                |                   |                     |                                  |   |
| Consulting/Professional | 4325 0.00                        | 833.33                           | 0.00                           | 5,833.31          | 10,000.00           | 10,000.00                        | 100.00%                                       |
| Total Contractual       | 0.00                             | 833.33                           | 0.00                           | 5,833.31          | 10,000.00           | 10,000.00                        | 100.00%                                       |
| Total Expenditures      | 0.00                             | 833.33                           | 0.00                           | 5,833.31          | 10,000.00           | 10,000.00                        | 100.00%                                       |
| Total                   | 0.00                             | (833.33)                         | 0.00                           | (5,833.31)        | (10,000.00)         | (10,000.00)                      | 0.00%   |



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Drug Forfeiture Fund**  
**Drug Forfeiture Expenditures**  
**From 11/1/2009 Through 11/30/2009**

|                         |      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|-------------------------|------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Expenditures            |      |                                  |                                  |                                |                   |                     |                                  |   |
| Contractual             |      |                                  |                                  |                                |                   |                     |                                  |   |
| Dumeg/Fiat/Child Center | 4337 | 0.00                             | 0.00                             | 20,800.00                      | 20,000.00         | 20,000.00           | (800.00)                         | (4.00)%                                       |
| Total Contractual       |      | 0.00                             | 0.00                             | 20,800.00                      | 20,000.00         | 20,000.00           | (800.00)                         | (4.00)%                                       |
| Total Expenditures      |      | 0.00                             | 0.00                             | 20,800.00                      | 20,000.00         | 20,000.00           | (800.00)                         | (4.00)%                                       |
| Total                   |      | 0.00                             | 0.00                             | (20,800.00)                    | (20,000.00)       | (20,000.00)         | 800.00                           | 0.00%   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 11/1/2009 Through 11/30/2009**

|                      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|----------------------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Expenditures         |                                  |                                  |                                |                   |                     |                                  |   |
| Capital Outlay       |                                  |                                  |                                |                   |                     |                                  |   |
| Equipment            | 4815 0.00                        | 0.00                             | 65,110.00                      | 80,000.00         | 80,000.00           | 14,890.00                        | 18.61%  |
| Total Capital Outlay | 0.00                             | 0.00                             | 65,110.00                      | 80,000.00         | 80,000.00           | 14,890.00                        | 18.61%  |
| Total Expenditures   | 0.00                             | 0.00                             | 65,110.00                      | 80,000.00         | 80,000.00           | 14,890.00                        | 18.61%  |
| Total                | 0.00                             | 0.00                             | (65,110.00)                    | (80,000.00)       | (80,000.00)         | (14,890.00)                      | 0.00%   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 11/1/2009 Through 11/30/2009**

|                                     |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget        | Total Budget      | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-------------------------------------|------|--------------------------|--------------------------|------------------------|-------------------|-------------------|--------------------------|--------------------------------------|
| <b>Expenditures</b>                 |      |                          |                          |                        |                   |                   |                          |                                      |
| <b>Salaries</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Salaries                            | 4010 | 40,490.89                | 47,461.54                | 306,733.85             | 355,961.55        | 617,000.00        | 310,266.15               | 50.28%                               |
| Overtime                            | 4030 | 4,966.71                 | 8,333.33                 | 42,034.22              | 58,333.31         | 100,000.00        | 57,965.78                | 57.96%                               |
| <b>Total Salaries</b>               |      | <b>45,457.60</b>         | <b>55,794.87</b>         | <b>348,768.07</b>      | <b>414,294.86</b> | <b>717,000.00</b> | <b>368,231.93</b>        | <b>51.36%</b>                        |
| <b>Benefits</b>                     |      |                          |                          |                        |                   |                   |                          |                                      |
| Social Security                     | 4110 | 2,736.19                 | 3,603.92                 | 21,046.87              | 25,227.44         | 43,247.00         | 22,200.13                | 51.33%                               |
| Medicare                            | 4111 | 639.92                   | 842.83                   | 4,923.43               | 5,899.81          | 10,114.00         | 5,190.57                 | 51.32%                               |
| I.M.R.F.                            | 4115 | 4,468.48                 | 6,975.17                 | 34,271.70              | 48,826.19         | 83,702.00         | 49,430.30                | 59.05%                               |
| Medical/Life Insurance              | 4120 | 7,440.61                 | 4,224.33                 | 48,027.85              | 29,570.31         | 50,692.00         | 2,664.15                 | 5.25%                                |
| Supplemental Pensions               | 4135 | 830.70                   | 900.00                   | 4,153.50               | 6,300.00          | 10,800.00         | 6,646.50                 | 61.54%                               |
| <b>Total Benefits</b>               |      | <b>16,115.90</b>         | <b>16,546.25</b>         | <b>112,423.35</b>      | <b>115,823.75</b> | <b>198,555.00</b> | <b>86,131.65</b>         | <b>43.38%</b>                        |
| <b>Materials and Supplies</b>       |      |                          |                          |                        |                   |                   |                          |                                      |
| Dues and Subscriptions              | 4213 | 15.00                    | 0.00                     | 25.00                  | 400.00            | 400.00            | 375.00                   | 93.75%                               |
| Liability Insurance                 | 4219 | 0.00                     | 1,000.00                 | 0.00                   | 3,500.00          | 36,300.00         | 36,300.00                | 100.00%                              |
| Maintenance - Building              | 4223 | 0.00                     | 83.33                    | 192.00                 | 583.31            | 1,000.00          | 808.00                   | 80.80%                               |
| Maintenance - Equipment             | 4225 | 0.00                     | 250.00                   | 612.00                 | 1,750.00          | 3,000.00          | 2,388.00                 | 79.60%                               |
| Postage/Mailings                    | 4233 | 7.05                     | 0.00                     | 14.88                  | 0.00              | 50.00             | 35.12                    | 70.24%                               |
| Rent - Equipment                    | 4243 | 20.09                    | 77.08                    | 127.50                 | 539.56            | 925.00            | 797.50                   | 86.21%                               |
| Supplies - Office                   | 4253 | 41.39                    | 166.67                   | 365.08                 | 1,166.69          | 2,000.00          | 1,634.92                 | 81.74%                               |
| Training and Education              | 4263 | 265.00                   | 391.67                   | 365.00                 | 2,741.69          | 4,700.00          | 4,335.00                 | 92.23%                               |
| Travel/Meetings                     | 4265 | 0.00                     | 41.67                    | 60.13                  | 291.69            | 500.00            | 439.87                   | 87.97%                               |
| Telephone                           | 4267 | 98.29                    | 1,416.67                 | 2,963.61               | 9,916.69          | 17,000.00         | 14,036.39                | 82.56%                               |
| Uniforms                            | 4269 | 0.00                     | 333.33                   | 1,738.65               | 2,333.31          | 4,000.00          | 2,261.35                 | 56.53%                               |
| <b>Total Materials and Supplies</b> |      | <b>446.82</b>            | <b>3,760.42</b>          | <b>6,463.85</b>        | <b>23,222.94</b>  | <b>69,875.00</b>  | <b>63,411.15</b>         | <b>90.75%</b>                        |
| <b>Contractual</b>                  |      |                          |                          |                        |                   |                   |                          |                                      |
| Audit                               | 4320 | 0.00                     | 0.00                     | 2,600.00               | 2,800.00          | 2,800.00          | 200.00                   | 7.14%                                |
| Consulting/Professional             | 4325 | 0.00                     | 333.33                   | 0.00                   | 2,333.31          | 4,000.00          | 4,000.00                 | 100.00%                              |
| Data Processing                     | 4336 | 584.56                   | 716.67                   | 3,641.24               | 5,016.69          | 8,600.00          | 4,958.76                 | 57.66%                               |
| Maintenance Contracts               | 4362 | 0.00                     | 333.33                   | 0.00                   | 2,333.31          | 4,000.00          | 4,000.00                 | 100.00%                              |
| <b>Total Contractual</b>            |      | <b>584.56</b>            | <b>1,383.33</b>          | <b>6,241.24</b>        | <b>12,483.31</b>  | <b>19,400.00</b>  | <b>13,158.76</b>         | <b>67.83%</b>                        |
| <b>Capital Outlay</b>               |      |                          |                          |                        |                   |                   |                          |                                      |
| Equipment                           | 4815 | 0.00                     | 333.33                   | 0.00                   | 2,333.31          | 4,000.00          | 4,000.00                 | 100.00%                              |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 11/1/2009 Through 11/30/2009**

|                      | <u>Current<br/>Period Actual</u> | <u>Current Period<br/>Budget</u> | <u>Current Year<br/>Actual</u> | <u>YTD Budget</u> | <u>Total Budget</u> | <u>Total Budget<br/>Variance</u> | <u>Percent Total<br/>Budget<br/>Remaining</u> |
|----------------------|----------------------------------|----------------------------------|--------------------------------|-------------------|---------------------|----------------------------------|---|
| Total Capital Outlay | <u>0.00</u>                      | <u>333.33</u>                    | <u>0.00</u>                    | <u>2,333.31</u>   | <u>4,000.00</u>     | <u>4,000.00</u>                  | <u>100.00%</u>                                |
| Total Expenditures   | <u>62,604.88</u>                 | <u>77,818.20</u>                 | <u>473,896.51</u>              | <u>568,158.17</u> | <u>1,008,830.00</u> | <u>534,933.49</u>                | <u>53.03%</u>                                 |
| Total                | (62,604.88)                      | (77,818.20)                      | (473,896.51)                   | (568,158.17)      | (1,008,830.00)      | (534,933.49)                     | 0.00%   |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Public Works, Streets**  
**From 11/1/2009 Through 11/30/2009**

|                                   |      | • Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget     | Total Budget   | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-----------------------------------|------|----------------------------|--------------------------|------------------------|----------------|----------------|--------------------------|--------------------------------------|
| Expenditures                      |      |                            |                          |                        |                |                |                          |                                      |
| Contractual                       |      |                            |                          |                        |                |                |                          |                                      |
| Drainage Projects                 | 4374 | 74.60                      | 0.00                     | 74.60                  | 0.00           | 0.00           | (74.60)                  | 0.00%                                |
| Total Contractual                 |      | 74.60                      | 0.00                     | 74.60                  | 0.00           | 0.00           | (74.60)                  | 0.00%                                |
| Capital Outlay                    |      |                            |                          |                        |                |                |                          |                                      |
| Ditch Projects                    | 4376 | 24,372.38                  | 0.00                     | 759,604.33             | 855,500.00     | 855,500.00     | 95,895.67                | 11.20%                               |
| Sidewalk Replacement<br>Program   | 4380 | 892.27                     | 0.00                     | 138,887.60             | 133,435.00     | 133,435.00     | (5,452.60)               | (4.08)%                              |
| Crack Seal Program                | 4382 | 1,470.05                   | 0.00                     | 33,821.60              | 48,000.00      | 48,000.00      | 14,178.40                | 29.53%                               |
| Curb & Gutter Replacement<br>Prog | 4383 | 1,441.00                   | 0.00                     | 189,865.60             | 193,625.00     | 193,625.00     | 3,759.40                 | 1.94%                                |
| Street<br>Reconstruction/Rehab    | 4855 | 167,587.84                 | 0.00                     | 835,672.20             | 1,150,000.00   | 1,150,000.00   | 314,327.80               | 27.33%                               |
| Total Capital Outlay              |      | 195,763.54                 | 0.00                     | 1,957,851.33           | 2,380,560.00   | 2,380,560.00   | 422,708.67               | 17.76%                               |
| Debt Service                      |      |                            |                          |                        |                |                |                          |                                      |
| Debt Retire - Property            | 4945 | 0.00                       | 0.00                     | 42,978.27              | 42,396.88      | 199,794.00     | 156,815.73               | 78.48%                               |
| Total Debt Service                |      | 0.00                       | 0.00                     | 42,978.27              | 42,396.88      | 199,794.00     | 156,815.73               | 78.49%                               |
| Total Expenditures                |      | 195,838.14                 | 0.00                     | 2,000,904.20           | 2,422,956.88   | 2,580,354.00   | 579,449.80               | 22.46%                               |
| Total                             |      | (195,838.14)               | 0.00                     | (2,000,904.20)         | (2,422,956.88) | (2,580,354.00) | (579,449.80)             | 0.00%                                |

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 11/1/2009 Through 11/30/2009**

|                             |      | Current<br>Period Actual | Current Period<br>Budget | Current Year<br>Actual | YTD Budget   | Total Budget | Total Budget<br>Variance | Percent Total<br>Budget<br>Remaining |
|-----------------------------|------|--------------------------|--------------------------|------------------------|--------------|--------------|--------------------------|--------------------------------------|
| Expenditures                |      |                          |                          |                        |              |              |                          |                                      |
| Capital Outlay              |      |                          |                          |                        |              |              |                          |                                      |
| Street Reconstruction/Rehab | 4855 | 0.00                     | 0.00                     | 400,000.00             | 400,000.00   | 400,000.00   | 0.00                     | 0.00%                                |
| Total Capital Outlay        |      | 0.00                     | 0.00                     | 400,000.00             | 400,000.00   | 400,000.00   | 0.00                     | 0.00%                                |
| Debt Service                |      |                          |                          |                        |              |              |                          |                                      |
| Debt Service - Series 2007B | 4951 | 52,000.00                | 0.00                     | 104,000.00             | 52,000.00    | 104,000.00   | 0.00                     | 0.00%                                |
| Total Debt Service          |      | 52,000.00                | 0.00                     | 104,000.00             | 52,000.00    | 104,000.00   | 0.00                     | 0.00%                                |
| Total Expenditures          |      | 52,000.00                | 0.00                     | 504,000.00             | 452,000.00   | 504,000.00   | 0.00                     | 0.00%                                |
| Total                       |      | (52,000.00)              | 0.00                     | (504,000.00)           | (452,000.00) | (504,000.00) | 0.00                     | 0.00%                                |

**CITY OF DARIEN -- CASH RESERVES**  
**November 30, 2009**

| <b>FUND</b> | <b>FUND NAME</b>              | <b>TOTAL</b>           |
|-------------|-------------------------------|------------------------|
| 01          | General Fund                  | \$ 2,082,172.42        |
| 02          | Water Fund                    | \$ 49,045.25           |
| 03          | MFT Fund                      | \$ 12,412.38           |
| 05          | Impact Fees Fund              | \$ 12,568.68           |
| 10          | Special Service Area Tax Fund | \$ 20,447.22           |
| 11          | Drug Forfeiture Fund          | \$ 7,213.54            |
| 12          | Water Depreciation Fund       | \$ 585,201.91          |
| 15          | D.A.D.C. Fund                 | \$ 804,949.48          |
| 16          | Escrow Fund                   | \$ 25.87               |
| 18          | Drug Seizure Fund             | \$ 9,591.51            |
| 21          | Road Improvement Fund         | \$ 35,432.22           |
| 25          | Capital Improvement Fund      | \$ 899,766.65          |
| 35          | Debt Service Fund             | \$ 19,553.19           |
|             | <b>TOTAL</b>                  | <b>\$ 4,538,380.32</b> |

*Prior Month Cash Balance*                      **\$ 5,484,628.15**

| <b>Bank Accounts and Interest Rates</b>           | <b>Account Balances</b> |
|---|-------------------------|
| Republic Bank Drug Forfeiture Account - .8%       | \$ 8,707.50             |
| Republic Bank Now Account - 1.25%                 | \$ 3,845,940.55         |
| Republic Bank Operating Account                   | \$ (520,145.11)         |
| Republic Bank Payroll Account - Zero Balance Acct | \$ (9,248.66)           |
| Illinois Funds Money Market Account - .0117%      | \$ 130,434.56           |
| IMET Investment Fund - .57%                       | \$ 51,463.69            |
| Republic Bank CD - 2.35% maturing 05/1/10         | \$ 1,031,227.79         |
|   | <b>TOTAL</b>            |
|   | <b>\$ 4,538,380.32</b>  |

-  
**AGENDA MEMO**  
**City Council**  
**December 21, 2009**

**ISSUE STATEMENT**

Consideration of an ordinance prohibiting video gaming.

**[ORDINANCE](#)**

**[BACKUP](#)**

**BACKGROUND/HISTORY**

The State Video Gaming Act, enacted on July 13, 2009, legalizes the use of video gaming terminals in specific liquor license establishments. If the City Council would like to prohibit video gaming within the corporate limits, they must pass an ordinance banning video gaming. This item was discussed at the September 17<sup>th</sup> goal setting session and the consensus of the Council was to ban video gaming in Darien.

**STAFF/COMMITTEE RECOMMENDATION**

The City Council recommended approval at the September 17, 2009 Goal Setting Session.

**ALTERNATE CONSIDERATION**

Not passing the ordinance would be an alternate consideration.

**DECISION MODE**

This item will be on the December 21, 2009 City Council agenda for formal approval.



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

---

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3,  
"LIQUOR CONTROL REGULATIONS," OF THE DARIEN CITY  
CODE BY ADDING  
NEW SECTION 3-3-25, "PROHIBITION OF VIDEO GAMING,"  
THERE TO**

---

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

**THIS 21<sup>st</sup> DAY OF DECEMBER, 2009**

---

**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.**

**WHEREAS**, the Illinois Video Gaming Act (Public Act 96-34) authorizes video gaming and the operation of video gaming terminals at certain types of establishments within the State of Illinois; and

**WHEREAS**, Section 27 of the Illinois Video Gaming Act provides that a municipality may pass an ordinance prohibiting video gaming within the corporate limits of the municipality; and

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

**WHEREAS**, except as limited by Article VII, Section 6, the City of Darien, as a home rule unit of local government, has the authority to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to the power to regulate for the protection of the public health, safety and welfare of its residents; and

**WHEREAS**, the corporate authorities of the City of Darien find and determine that it is in the best interests of the City and its residents for the City to prohibit video gaming and that the prohibition of video gaming in the City as otherwise authorized by the Illinois Video Gaming Act will promote the public welfare and public safety of the City and its residents; and

**WHEREAS**, this ordinance is being enacted pursuant to both the statutory powers provided by Section 27 of the Illinois Video Gaming Act and the powers which the City has under the Illinois Constitution as a home rule unit of local government; and

**WHEREAS**, it is the intent of the corporate authorities of the City of Darien in enacting this ordinance to prohibit video gaming and the operation of video gaming terminals within the corporate limits of the City of Darien as otherwise provided under the Illinois Video Gaming Act.

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

**SECTION 1:** The recitals in this ordinance as set forth above are hereby incorporated into and made part of this ordinance.

**SECTION 2:** Title 3, Chapter 3, "Liquor Control Regulations," of the Darien City Code, as amended,

is hereby further amended to add new Section 3-3-25, "Prohibition of Video Gaming," to read as follows:

**3-3-25: PROHIBITION OF VIDEO GAMING**

- (A) Definitions. Terms used in this section that are also used in the Illinois Gaming Act shall have the same meaning in this section as in said Act.
- (B) Video Gaming Prohibited.
1. Video gaming is prohibited within the corporate limits of the City of Darien. For the purposes of this section, video gaming means the possession, use or operation of any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up and blackjack, using a video display and microprocessors in which the player may receive free games or credits than can be redeemed for cash.
  2. No person shall possess or maintain any video gaming terminal within the corporate limits of the City of Darien, except that a person may possess a video gaming terminal if the terminal is in the process of being transported to a location outside the corporate limits of the City.
- (C) Violation; Penalty. Any person convicted of violating this section shall be subject to a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed each time a person operates a video gaming terminal in violation of subsection 3-3-25(B)1 of this section. A separate offense shall be committed each 24 hour period, or part thereof, that a person is in possession of or maintains a video gaming terminal in violation of subsection 3-3-25(B)2 of this section or is in possession of any other electronic gaming machine that can be used for video gaming in violation of subsection 3-3-25(B)1 of this section.
- (D) Seizure; Forfeiture. Any video gaming terminal and any other electronic gaming machine that can be used for video gaming that is subject of a violation of subsection 3-3-25(B) of this section shall be subject to seizure and subject to forfeiture upon a finding of guilty of any person for a violation of subsection 3-3-25(B) of this section. Upon an appropriate order of court, said video gaming terminal or other electronic gaming machine shall be destroyed.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 21<sup>st</sup> day of December, 2009.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 21<sup>st</sup> day of December, 2009.

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

30 North LaSalle St. Suite 1624 ~Chicago, Illinois 60602  
Phone (312) 541-1070 ~ Fax (312) 541-9191  
JBM Direct Dial (312) 541-1072  
JBM e-mail: jmurphey@rmcj.com

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**Memorandum**

---

Via Email

**To:** Bryon Vana  
**Fr:** John B. Murphey  
**Date:** November 20, 2009  
**Re:** Video Gaming Law/Draft Rules

The Illinois Gaming Board has released draft rules to administer the new Video Gaming Act. Here are the areas that are dealt with with the new rules:

1. The rules identify rules with respect to residency requirement for licensees. Essentially, any Illinois corporation is eligible for a license.
2. The regulations deal with licensing criteria. Among other things, people who hold a controlling interest in a license must have a good background and pass a background check. The licensee must also demonstrate that the business is adequately financed.
3. The rules put into place some procedures regarding suspension and revocation of licenses.
4. The regulations deal with where in the premises the gaming terminals are to be located, making sure the terminals are linked to a central communication system and providing protection against use by people under 21 years of age, or people who appear to be under the influence of alcohol. The premises must have somebody in a management position who can view the terminals. Operators are prohibited from cashing third party checks in order to provide money for video gaming play.

As you can see, the rules have little to do with the policy decision of whether or not a city should allow video gaming within its corporate limits. The rules do not affect that policy decision.

# **AGENDA MEMO**

## **CITY COUNCIL**

**Meeting Date: December 21, 2009**

-

### **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 January 31, 2010. 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 December 21, 2009 Council Agenda for formal consideration.

# Darien Historical Society

7422 Cass Avenue  
Darien, Illinois 60561



November 29, 2009

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


Dear Madam Mayor and City Council Members:

As instructed by the Board of Directors of the Darien Historical Society, I write to request the city's permission to hold a one-time raffle between the hours of one and four-thirty p.m. on the date January 31, 2010 at the site of Alpine Banquets, Frontage Road & Cass Avenue in Darien.

Proceeds of "Split the Pot" will be equally divided between the organization and one raffle ticket holder. The event is a fund-raiser for the non-profit historical society.

Thank you for your consideration of our request.

Sincerely,

  
Alice M. Brennan  
Chairman/"The Sunday Dinner"  
Board of Directors

P.S. Wouldn't want to miss the opportunity to welcome you to a splendid afternoon, one that is devoid of football but would sharpen both your appetite and intellect. Good show!

### CITY OF DARIEN

#### APPLICATION FOR RAFFLE LICENSE

Class A License  
 Class B License

NAME OF ORGANIZATION: Darien Historical Society

ADDRESS: 7422 Cass Avenue

TELEPHONE NUMBER: 630-964-7033 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:  
Alpine Banquets

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
1-4:30

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
1-31-10 4:30

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

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

John Poteraska  
Presiding Officer

ATTEST:  
Donald Diberni  
Secretary

*DHS kindly asks that the bond be waived. Thank you.*

APPROVED BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

MAILED ON: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

\*\*\*\*\*



# AGENDA MEMO

City Council

December 21, 2009

## ISSUE STATEMENT

The City Council is requested to approve an ordinance authorizing the sale of surplus property.

## ORDINANCE

## BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned on E-Bay or disposed of:

| YEAR | MODEL            | VIN #             | MILEAGE / HOURS |
|------|------------------|-------------------|-----------------|
| 2000 | Chevrolet Impala | 2G1WF55K0Y9292968 | 112,423 Miles   |
| 1999 | Ford Taurus      | 1FAFP53U3XG300172 | 100,739 Miles   |
| 1996 | Ford Taurus      | 1FALP52U9TG259187 | 104,141 Miles   |
| 1992 | Haulmark Trailer | 16229             |                 |
|      |                  |                   |                 |

## COMMITTEE/STAFF RECOMMENDATION

The Administrative-Finance Committee and Staff recommend that the items listed above be declared surplus property and be auctioned or disposed of.

## ALTERNATE CONSIDERATION

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

## DECISION MODE

This item will be placed on the December 21, 2009 City Council Agenda for formal Council approval.

\*Passage of this ordinance requires a three-fourths majority vote by the City Council.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

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

---

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

**THIS 21<sup>st</sup> DAY OF DECEMBER, 2009**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_,  
2009.**

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

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

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

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by its sale:

1. 2000 Chevrolet Impala, VIN #2G1WF55K0Y9292968, xx Miles
2. 1999 Ford Taurus, VIN #1FAFP53U3XG300172, XX Miles
3. 1996 Ford Taurus, VIN #1FALP52U9TG259187, 104,141 Miles
4. 1992 Haulmark Trailer, VIN #16229

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned on E- Bay On Line Auction or disposed of.

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

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

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

**ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

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

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

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

**ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

-

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

# **AGENDA MEMO**

## **City Council**

**December 21, 2009**

### **ISSUE STATEMENT**

The City Council is requested to approve an ordinance authorizing the sale of surplus property.

### **ORDINANCE**

### **BACKGROUND/HISTORY**

The police department has surplus property that is no longer useful in City service.

1. 1997 Chevrolet Blazer, VIN #1GNDDT1W1V2104076, 119,941 Miles
2. 1995 Chevrolet Astro Van, VIN #1GBDM19W4SB100665, 193,783 Miles
3. 1992 Toyota Previa, VIN #JT3AC12R1N1023208, 179,959 Miles
4. Seven (7) Medronic Physio-Control LifePak 500 AEDs
5. Three (3) Medronic Physio-Control LifePak 500 AED Training Units (Non-Functioning)
6. Six Audio Technica Microphones, One Shure Microphone, One Shure Feedback Reducer, and One Rapco 8 plug box
7. One Canon MP25D Calculator, One Telex Caramate 4000 slide projector, One Canon electric typewriter, four miscellaneous keyboards and one set of computer speakers
8. One Gateway 2000 Computer, Three Gateway 2000 Computer Monitors, One Dell 16" Monitor, One Deskjet 842C
9. Four Panasonic VCRs, one video cassette player

Items 1, 2 & 3 are DUI seizure vehicles that were forfeited to the City of Darien by the Circuit Court of DuPage County. The vehicles have no use in City service. Items 4 & 5 are automated external defibrillators (AED), which were originally purchased in 2001 and are obsolete. These AED units have been replaced. Items six through ten include microphones from the old City Council chambers setup, old computers no longer in use, and equipment from the old cable room.

### **STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends that the items listed above be declared surplus property and be auctioned or disposed of.

The Administrative Finance Committee unanimously approved this ordinance at their December 14, 2009 meeting.

### **ALTERNATE CONSIDERATION**

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

**DECISION MODE**

This item will be placed on the December 21, 2009, Agenda for formal Council consideration and approval.

\*Passage of this ordinance requires a three-fourths majority vote by the City Council.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

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

---

**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 21st DAY OF DECEMBER, 2009**

---

**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.**

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

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

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

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by its sale:

1. 1997 Chevrolet Blazer, VIN #1GNNDT1W1V2104076, 119,941 Miles
2. 1995 Chevrolet Astro Van, VIN #1GBDM19W4SB100665, 193,783 Miles
3. 1992 Toyota Previa, VIN #JT3AC12R1N1023208, 179,959 Miles
4. Seven (7) Medronic Physio-Control LifePak 500 AEDs
5. Three (3) Medronic Physio-Control LifePak 500 AED Training Units (Non-Functioning)
6. Six Audio Technica Microphones, One Shure Microphone, One Shure Feedback Reducer, and One Rapco 8 plug box
7. One Canon MP25D Calculator, One Telex Caramate 4000 slide projector, One Canon electric typewriter, four miscellaneous keyboards and one set of computer speakers
8. One Gateway 2000 Computer, Three Gateway 2000 Computer Monitors, One Dell 16" Monitor, One Deskjet 842C
9. Four Panasonic VCRs, one video cassette player

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned on E- Bay On Line Auction or disposed of

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current



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

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

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

**ILLINOIS,** this 21<sup>st</sup> day of December, 2009.

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

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

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

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

**ILLINOIS,** this 21<sup>st</sup> day of December, 2009.

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- 
- 
- 
- 

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

-  
-  
-  
**AGENDA MEMO**  
**City Council**  
**December 21, 2009**

**ISSUE STATEMENT**

A resolution appointing Paul Nosek, City Accountant as the authorized agent for the Illinois Municipal Retirement Fund.

**RESOLUTION**

**BACKGROUND/HISTORY**

The City of Darien is required to participate in the Illinois Municipal Retirement Fund, which provides for public employees upon retirement. An agent representing the City of Darien is necessary to run the program and vote on the City's behalf. Rosanna Furman had previously filled this role, however she recently left employment with the City of Darien. Paul Nosek, the City Accountant, has agreed to take on these duties.

**STAFF RECOMMENDATION**

Administrative-Finance Committee and Staff recommend approval of this resolution.

**ALTERNATE CONSIDERATION**

Not approving the resolution would be an alternate consideration.

**DECISION MODE**

-  
This item will be on the December 21, 2009 City Council agenda for formal approval.

**A RESOLUTION APPOINTING PAUL NOSEK AS THE AUTHORIZED AGENT TO THE ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE CITY OF DARIEN**

-  
-  
-

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that Paul Nosek is the authorized agent to the Illinois Municipal Retirement Fund for the City of Darien.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

\_\_\_\_\_  
MAYOR

KATHLEEN MOESLE WEAVER,

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

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**AGENDA MEMO**  
**City Council**  
**December 21, 2009**

**ISSUE STATEMENT**

A resolution appointing Scott Coren as the Freedom of Information Act Officer for Administration and John Cooper as the Freedom of Information Act Officer for the Police Department.

**RESOLUTION**

**BACKGROUND/HISTORY**

The State of Illinois recently passed updates to the Freedom of Information Act, which must be followed by all local units of government. Some of the changes include reducing the timeframes required for responses, designating preferred methods of response, and appointing a Freedom of Information Officer to review requests and compliance for the City of Darien. Scott Coren, the Assistant City Administrator, is recommended to fill this role for Administration and John Cooper, Deputy Police Chief, is recommended to fill this role for the Police Department.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends approval.

**ALTERNATE CONSIDERATION**

Not approving the resolution would be an alternate consideration.

**DECISION MODE**

-  
This item will be on the December 21, 2009 City Council meeting agenda for formal approval.

**A RESOLUTION APPOINTING SCOTT COREN AS THE FREEDOM OF INFORMATION OFFICER FOR ADMINISTRATION AND JOHN COOPER AS THE FREEDOM OF INFORMATION OFFICER FOR THE POLICE DEPARTMENT**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that Scott Coren is appointed as the Freedom of Information Officer for Administration and John Cooper is appointed Freedom of Information Officer for the Police Department.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

ATTEST:

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\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

-  
-  
**AGENDA MEMO**  
**City Council**  
**December 21, 2009**

**ISSUE STATEMENT**

-  
Consideration of a resolution to enter into an agreement with Cingular for use of space at 1220 Plainfield Road to construct cellular antennas.

**RESOLUTION**

**BACKGROUND/HISTORY**

There is one remaining space within the building at 1220 Plainfield Road for a cellular antenna vendor. Cingular has expressed interest in the site with an antenna agreement similar to the existing contracts on the site. This contract grants an option to use the site for \$1,000. Once Cingular exercises this option they will pay \$152,000 in lump sum to the City to help compensate for the construction costs of the building and tower. They are required to get building permits through the Community Development Department to complete their work. Once they have occupied the space they will begin paying \$2,000 per month rent to Darien.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends approval.

**ALTERNATE CONSIDERATION**

Not approving the resolution would be an alternate consideration.

**DECISION MODE**

-  
This item will be on the agenda for the December 21, 2009 City Council Meeting.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CINGULAR FOR USE OF SPACE AT 1220 PLAINFIELD ROAD TO CONSTRUCT CELLULAR ANTENNAS**

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-

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the City Administrator is authorized to enter into an agreement with Cingular for use of space at 1220 Plainfield Road to construct cellular antennas, a copy of which is attached hereto as [Exhibit A](#).

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of December, 2009.

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

ATTEST:

-

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

## Exhibit A

Market: IL/WI  
Cell Site Number: IL0691  
Cell Site Name: Darien North  
Fixed Asset Number 10092793

### OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien Illinois 60561 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

#### **BACKGROUND**

Landlord owns or controls that certain plot, parcel or tract of land, improved with a water tower structure (the "Tower"), together with all rights and privileges arising in connection therewith, located at 1220 Plainfield Road, in the City of Darien, in the County of DuPage, State of Illinois 60561 as more fully described on **Exhibit 1** (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### **1. OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:

(i) ground area space of approximately 126 square feet (10' x 12 ½ ') for Tenant's cabinets and electronics equipment ("Equipment Space") and

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

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

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or



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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date.. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional one thousand and No/100 Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term, or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

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

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of Tenant's communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises for the transmission and reception of Tenant's communications signals (collectively, the "**Communication Facility**") as depicted on **Exhibit 2** attached hereto, as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**") provided such additional or replacement equipment substantially conforms in

size, shape and location to the facilities depicted on **Exhibit 2** If **Exhibit 2** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 2**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Landlord's Surrounding Property, as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement, provided such additional or replacement equipment substantially conforms in size, shape and location to the facilities depicted on **Exhibit 2**. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, and Landlord does not require such additional portion of the Property for Landlord's own purposes, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

### **3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s), and one (1) additional term of four (4) years six (6) months (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

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

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

### **4. RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of two thousand and No/100 Dollars (\$2,000.00) ("**Rent**"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by Fifteen (15%) over the Rent paid during the previous Term.

(c) All Rent or other charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall

not be billed by Landlord, and shall not be payable by Tenant. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(d) Upon the exercise of the Option, Tenant shall pay a one-time capital cost payment in the amount of One Hundred Fifty Two Thousand Dollars (\$152,000.00) ("Capital Payment"). Tenant shall pay the one-time Capital Payment to Landlord to compensate Landlord for capital costs associated with the construction of a portion of the municipal services garage near the base of the water tower. Both parties agree that in the unlikely event that said Lease Agreement does not commence and further if Tenant does not receive any necessary governmental approvals in accordance with Paragraph 5 of the Lease Agreement or is denied any additional zoning/regulatory requirements that Landlord shall return to Tenant the entire Capital Payment within seven (7) days upon notification by Tenant in accordance with the Notice provisions provided for in Paragraph 17 of the Lease Agreement. The Capital Payment shall be paid within thirty (30) days after the Term Commencement Date.

Further, both parties agree that Landlord, upon receipt of this one-time Capital Payment, shall not be entitled to any additional capital cost payments and Tenant's obligation for compensation shall be satisfied during the Term, including any Extension Terms.

## **5. APPROVALS.**

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

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

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

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

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

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

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

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

## **7. INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,500,000 combined single limit for bodily injury or death/property damage arising out

of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

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

## **8. INTERFERENCE.**

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

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

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

## **9. INDEMNIFICATION.**

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

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

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

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

## **10. WARRANTIES.**

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

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not

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

## **11. ENVIRONMENTAL.**

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

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs, or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

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

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

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100.00 per day in

consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

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

**14. MAINTENANCE/UTILITIES.**

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

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

(c) The Landlord reserves the right to perform maintenance on the water tank, both structural and cosmetic (paint), at whatever intervals may be required to assure the integrity and longevity of the facility. Landlord shall provide Tenant with ninety (90) days advance written notice of the intended work and the opportunity to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant to continue to operate, to the extent possible. If necessary, to continue Tenant's operations, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property. Further, any maintenance will be conducted by Landlord as diligently and expeditiously as possible. However, Landlord will not be responsible for system outages



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

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in section 17(b)(i) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i)
  - a. Old deed to Property
  - b. New deed to Property
  - c. Bill of Sale or Transfer
  - d. Copy of current Tax Bill
  - e. New W-9
  - f. New Payment Direction Form
  - g. Full contact information for new Landlord including all phone numbers

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

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

**20. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises reasonably unsuitable for the permitted use of Tenant's Communication Facility, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

**21. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the



Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

## **22. TAXES.**

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

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

## **23. SALE OF PROPERTY.**

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

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord

shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Paragraph 22, to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

## **24. MISCELLANEOUS.**

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

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

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

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

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

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

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i)

this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

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

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

(j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

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

**WITNESSES:**

\_\_\_\_\_

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

**"LANDLORD"**

The City of Darien, an Illinois corporation

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

**"TENANT"**

New Cingular Wireless PCS, LLC.  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

**WITNESS:**

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Date: \_\_\_\_\_ 20\_\_\_\_

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**TENANT ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

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

-  
-

**LANDLORD ACKNOWLEDGMENT**

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

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

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

**EXHIBIT 1**

**DESCRIPTION OF THE PROPERTY**

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is described and/or depicted as follows:

**1122 PLAINFIELD ROAD**  
**DARIEN , IL**

**PARENT PARCEL LEGAL DESCRIPTION**

TRACT 1: THAT PART OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT NUMBER 827287, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS BEGINNING ON THE SOUTHWEST CORNER OF SAID LOT AND THENCE RUNNING NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT, 20 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTH LINE, 129 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO SAID SOUTH LINE, 80 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO A POINT ON THE WEST LINE OF LOT 302 WHICH IS 511.92 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 302; THENCE SOUTH AND SOUTHEASTERLY ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: THAT PART OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE 20 FEET NORTHEAST OF THE SOUTHWEST CORNER OF LOT 302; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE 80 FEET; THENCE NORTHWESTERLY AT A RIGHT ANGLE TO SAID SOUTH LINE 129 FEET; THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF LOT 302, 80 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

**EXHIBIT 2**

**DESCRIPTION OF PREMISES**

to the Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**LEGAL DESCRIPTIONS**

**ACCESS EASEMENT**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH 63°48'41" EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH 26°17'41" WEST, ALONG SAID EXTENSION, 118.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING NORTH 26°17'41" WEST, ALONG SAID NORTHEAST WALL, 17.28 FEET; FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 26°17'41" WEST, ALONG SAID NORTHEAST WALL, 12.00 FEET; THENCE NORTH 63°40'31" EAST 39.43 FEET; THENCE SOUTH 26°11'19" EAST 147.38 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST LINE OF PLAINFIELD ROAD; THENCE SOUTH 63°48'41" WEST, ALONG SAID NORTHWEST LINE, 12.00 FEET; THENCE NORTH 26°11'19" WEST 135.35 FEET; THENCE SOUTH 63°40'31" WEST 27.41 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 2097 SQUARE FEET, MORE OR LESS, THEREIN.

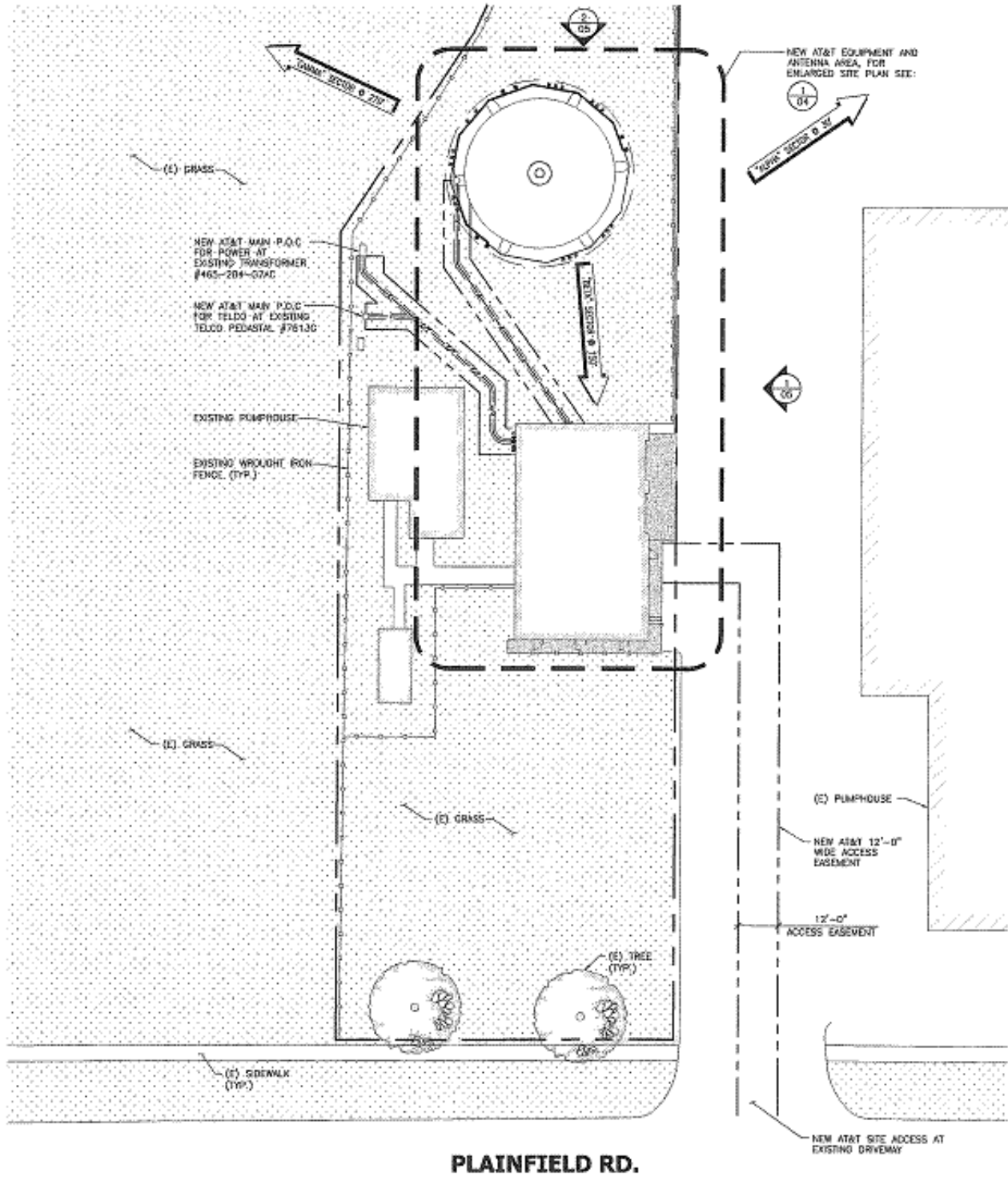
### **EAST UTILITY EASEMENT**

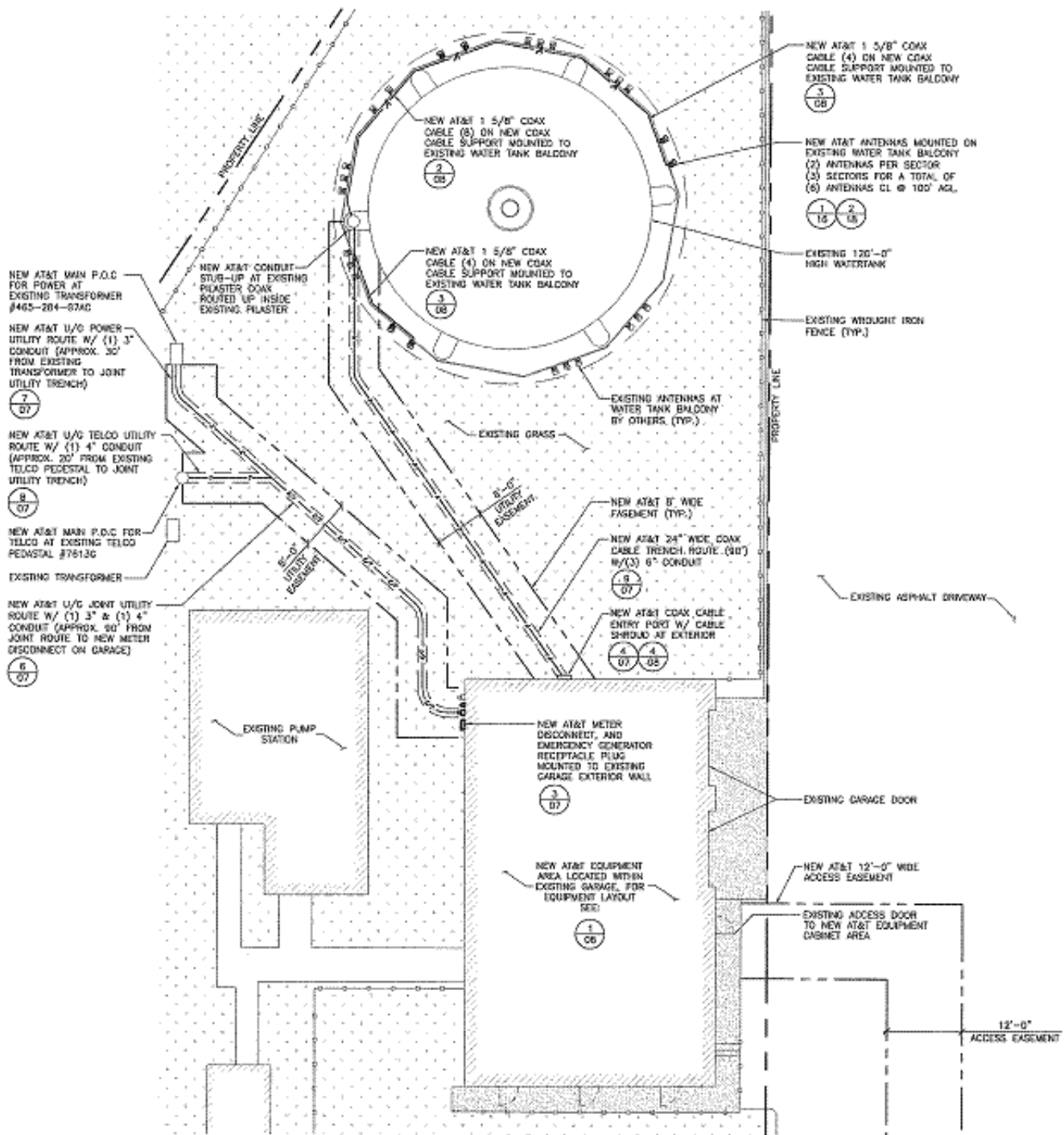
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH 63°48'41" EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH 26°17'41" WEST, ALONG SAID EXTENSION AND NORTHEAST WALL, 183.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 63°42'19" WEST, ALONG THE NORTHWEST WALL OF SAID BUILDING 28.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 63°42'19" WEST 8.97 FEET; THENCE NORTH 53°22'4" WEST 53.34 FEET; THENCE NORTH 26°18'59" WEST 20.06 FEET; THENCE NORTH 44°55'13" EAST 9.91 FEET; THENCE SOUTH 45°4'47" EAST 8.00 FEET; THENCE SOUTH 44°55'13" WEST 4.18 FEET; THENCE SOUTH 26°18'59" EAST 12.41 FEET; THENCE SOUTH 53°22'4" EAST 55.48 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 621 SQUARE FEET THEREIN.

### **WEST UTILITY EASEMENT**

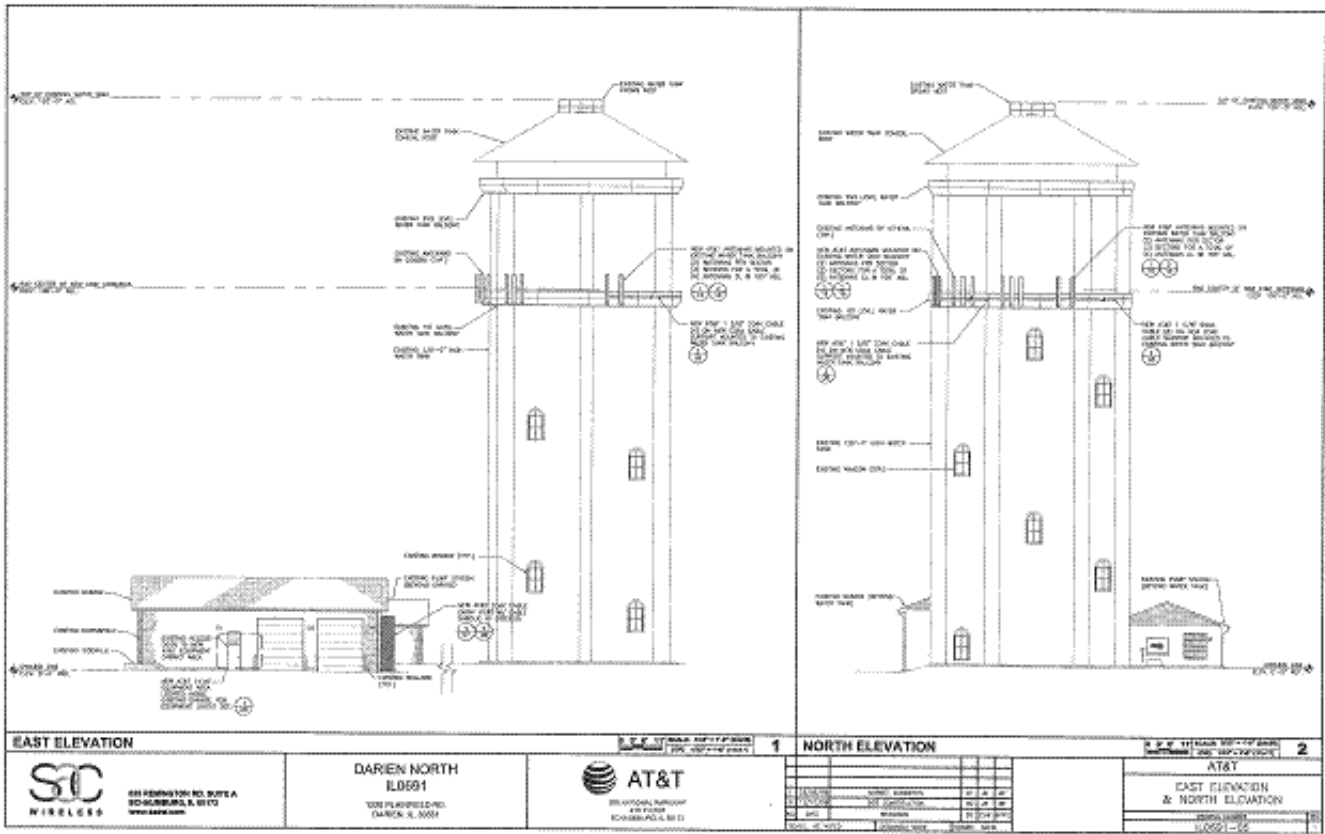
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH 63°48'41" EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH 26°17'41" WEST, ALONG SAID EXTENSION AND NORTHEAST WALL, 183.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 63°42'19" WEST, ALONG THE NORTHWEST WALL OF SAID BUILDING 39.95 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 26°18'50" EAST 1.44 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 26°18'50" EAST 8.00 FEET; THENCE SOUTH 63°41'10" WEST 10.26 FEET; THENCE NORTH 26°18'50" WEST 20.53 FEET; THENCE NORTH 77°13'33" WEST 27.40 FEET; THENCE SOUTH 63°48'39" WEST 18.03 FEET; THENCE NORTH 26°11'19" WEST 8.00 FEET; THENCE NORTH 63°48'39" EAST 8.14 FEET; THENCE NORTH 77°13'33" WEST 7.87 FEET; THENCE NORTH 26°11'19" WEST 11.37 FEET; THENCE NORTH 63°48'41" EAST 8.00 FEET; THENCE SOUTH 26°11'19" EAST 7.55 FEET; THENCE SOUTH 77°13'33" EAST 47.98 FEET; THENCE SOUTH 26°18'50" EAST 16.33 FEET; THENCE NORTH 63°41'10" EAST 2.26 FEET TO THE

POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 762 SQUARE FEET THEREIN.

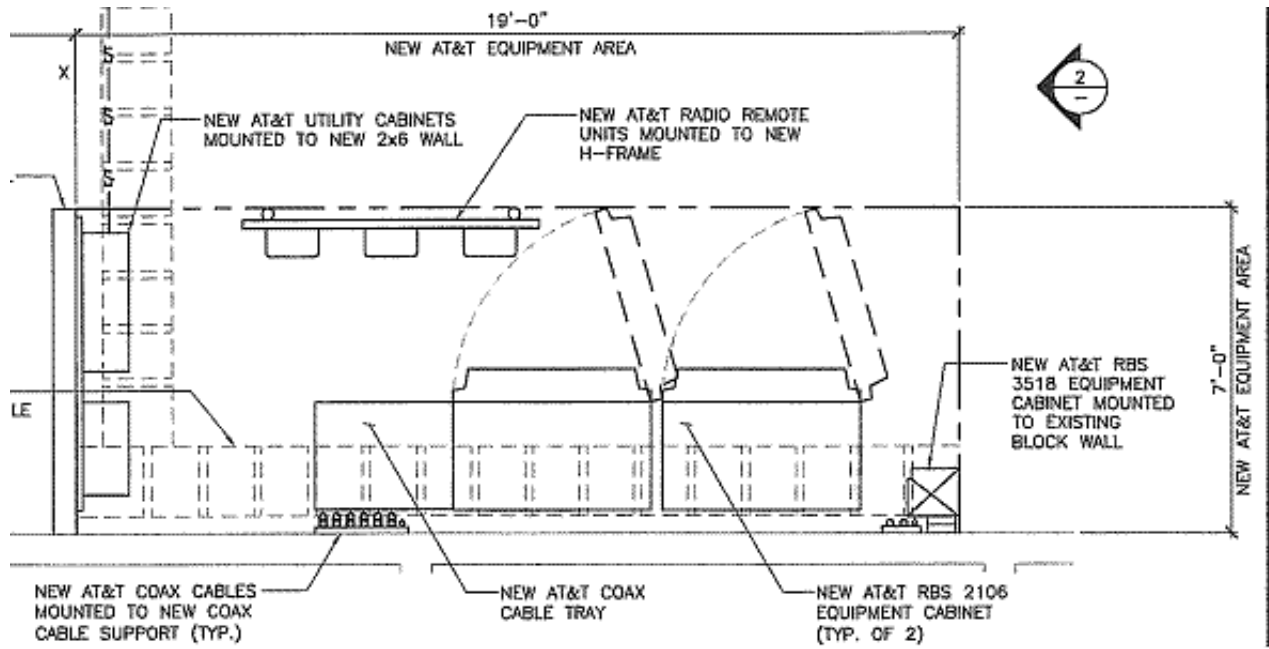








**DESCRIPTION OF VEHICLE STORAGE BUILDING**



Prepared by:  
 SAC Wireless, LLC  
 635 Remington Road  
 Suite A

Schaumburg, Illinois 60173

Return to:

AT&T Mobility, LLC

930 National Parkway, 4<sup>th</sup> Floor

Schaumburg, Illinois 60173

RE: Cell Site No: IL0691 Cell Site Name: Darien North

Fixed Asset Number: 10092793

State: Illinois

County: DuPage

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The City of Darien, an Illinois corporation, having a mailing address of 1702 Plainfield Road, Darien, Illinois 60561 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive automatic five (5) year options to renew and one (1) additional term of four (4) years six (6) months.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year



COUNTY OF \_\_\_\_\_)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009 before me, personally appeared \_\_\_\_\_, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

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

### EXHIBIT 1

#### DESCRIPTION OF PREMISES

to the Memorandum of Lease dated \_\_\_\_\_, 20\_\_\_\_, by and between The City of Darien, an Illinois corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as A 126 SQ. FT. (10' X 12 ½') portion of the following described Parent Parcel together with the following described easement:

**1122 PLAINFIELD ROAD**  
**DARIEN , IL**

#### PARENT PARCEL LEGAL DESCRIPTION

TRACT 1: THAT PART OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT NUMBER 827287, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS BEGINNING ON THE SOUTHWEST CORNER OF SAID LOT AND THENCE RUNNING NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT, 20 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTH LINE, 129 FEET; THENCE NORTHEASTERLY ON A LINE PARALLEL TO SAID SOUTH LINE, 80 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO A POINT ON THE WEST LINE OF LOT 302 WHICH IS 511.92 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 302; THENCE SOUTH AND SOUTHEASTERLY ALONG THE WEST LINE OF SAID LOT TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TRACT 2: THAT PART OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY LINE 20 FEET NORTHEAST OF THE SOUTHWEST CORNER OF LOT 302; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE 80 FEET; THENCE NORTHWESTERLY AT A RIGHT ANGLE TO SAID SOUTH LINE

**129 FEET; THENCE SOUTHWESTERLY ON A LINE PARALLEL TO THE SOUTH LINE OF LOT 302, 80 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.**

## **NEW PROPOSED LEGAL DESCRIPTIONS**

### **ACCESS EASEMENT**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH  $63^{\circ}48'41''$  EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH  $26^{\circ}17'41''$  WEST, ALONG SAID EXTENSION, 118.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID BUILDING; THENCE CONTINUING NORTH  $26^{\circ}17'41''$  WEST, ALONG SAID NORTHEAST WALL, 17.28 FEET; FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH  $26^{\circ}17'41''$  WEST, ALONG SAID NORTHEAST WALL, 12.00 FEET; THENCE NORTH  $63^{\circ}40'31''$  EAST 39.43 FEET; THENCE SOUTH  $26^{\circ}11'19''$  EAST 147.38 FEET, MORE OR LESS, TO A POINT ON THE NORTHWEST LINE OF PLAINFIELD ROAD; THENCE SOUTH  $63^{\circ}48'41''$  WEST, ALONG SAID NORTHWEST LINE, 12.00 FEET; THENCE NORTH  $26^{\circ}11'19''$  WEST 135.35 FEET; THENCE SOUTH  $63^{\circ}40'31''$  WEST 27.41 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 2097 SQUARE FEET, MORE OR LESS, THEREIN.

### **EAST UTILITY EASEMENT**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH  $63^{\circ}48'41''$  EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH  $26^{\circ}17'41''$  WEST, ALONG SAID EXTENSION AND NORTHEAST WALL, 183.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH  $63^{\circ}42'19''$  WEST, ALONG THE NORTHWEST WALL OF SAID BUILDING 28.45 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH  $63^{\circ}42'19''$  WEST 8.97 FEET; THENCE NORTH  $53^{\circ}22'4''$  WEST 53.34 FEET; THENCE NORTH  $26^{\circ}18'59''$  WEST 20.06 FEET; THENCE NORTH  $44^{\circ}55'13''$  EAST 9.91 FEET; THENCE SOUTH  $45^{\circ}4'47''$  EAST 8.00 FEET; THENCE SOUTH  $44^{\circ}55'13''$  WEST 4.18 FEET; THENCE SOUTH  $26^{\circ}18'59''$  EAST 12.41 FEET; THENCE SOUTH  $53^{\circ}22'4''$  EAST 55.48 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 621 SQUARE FEET THEREIN.

### **WEST UTILITY EASEMENT**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 302 IN BROOKHAVEN MANOR, A

SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956, AS DOCUMENT 827287; THENCE NORTH 63°48'41" EAST, ALONG THE SOUTHEAST LINE OF SAID LOT, 89.92 FEET, MORE OR LESS, TO POINT ON THE SOUTHEASTERLY EXTENSION OF THE NORTHEAST WALL OF A BRICK BUILDING; THENCE NORTH 26°17'41" WEST, ALONG SAID EXTENSION AND NORTHEAST WALL, 183.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 63°42'19" WEST, ALONG THE NORTHWEST WALL OF SAID BUILDING 39.95 FEET TO THE NORTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 26°18'50" EAST 1.44 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 26°18'50" EAST 8.00 FEET; THENCE SOUTH 63°41'10" WEST 10.26 FEET; THENCE NORTH 26°18'50" WEST 20.53 FEET; THENCE NORTH 77°13'33" WEST 27.40 FEET; THENCE SOUTH 63°48'39" WEST 18.03 FEET; THENCE NORTH 26°11'19" WEST 8.00 FEET; THENCE NORTH 63°48'39" EAST 8.14 FEET; THENCE NORTH 77°13'33" WEST 7.87 FEET; THENCE NORTH 26°11'19" WEST 11.37 FEET; THENCE NORTH 63°48'41" EAST 8.00 FEET; THENCE SOUTH 26°11'19" EAST 7.55 FEET; THENCE SOUTH 77°13'33" EAST 47.98 FEET; THENCE SOUTH 26°18'50" EAST 16.33 FEET; THENCE NORTH 63°41'10" EAST 2.26 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 762 SQUARE FEET THEREIN.

**AGENDA MEMO**  
**City Council**  
**December 21, 2009**

**ISSUE STATEMENT**

The City Council is requested to approve the Hinsdale South Athletic Club 1<sup>st</sup> Annual Hornet Run, 5k Run / 1 Mile Walk on Sunday, April 18, 2010, beginning at 8:30 a.m.

**BACKUP**

Consideration of a motion to approve the use of the right half of the following streets for the 1<sup>st</sup> Annual Hornet Run, which begins at the northwest corner of Darien Community Park and proceeds as follows:

5K Run - 71<sup>st</sup> Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71<sup>st</sup> Street; west on 71<sup>st</sup> Street to Beechnut Lane to Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69<sup>th</sup> Street; east on 69<sup>th</sup> Street to Bentley Avenue; south on Bentley Avenue to 71<sup>st</sup> Street; east on 71<sup>st</sup> Street to northwest corner of Darien Community Park with access for emergency vehicle and local traffic at all times; AND

1 Mile Walk – 71<sup>st</sup> Street to Richmond Avenue; north on Richmond Avenue to Maple Lane; east on Maple Lane to Bentley Avenue; south on Bentley Avenue to 71<sup>st</sup> Street; east on 71<sup>st</sup> Street to northwest corner of Darien Community Park with access for emergency vehicles and local traffic at all times.

**BACKGROUND HISTORY**

The Hinsdale South Athletic Club will be hosting its 1<sup>st</sup> Annual Hornet Run, 5k Run / 1 Mile Walk on Sunday, April 18, 2010 beginning at 8:30 a.m. This motion also gives authorization to the Chief of Police to finalize details for the 1<sup>st</sup> Annual Hornet Run, 5k Run / 1 Mile Walk with the Hinsdale South Athletic Club.

**STAFF/COMMITTEE RECOMMENDATION**

Based upon the above information, staff recommends the City support the Hinsdale South Athletic Club through the partial closure of certain streets to facilitate the safety and efficient operation of the 1<sup>st</sup> Annual Hornet Run, 4k Run / 1Mile Walk.

The Administrative Finance Committee unanimously approved this at their December 14, 2009 meeting.

**ALTERNATE CONSIDERATION**

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

**DECISION MODE**



This item will be placed on the December 21, 2009, Agenda for formal Council consideration and approval.



## Hinsdale South Athletic Club

7401 Clarendon Hills Road  
Darien, Illinois 60561

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Marie Gradishar ▪ Paul Schuster ▪ Joan Kacmar ▪ Rob Saracco ▪ Doug Capocci

October 23, 2009

Joanne F. Coleman  
City Clerk  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

RECEIVED

OCT 23 2009

CITY CLERK'S OFFICE  
CITY OF DARIEN

Dear Joanne:

On behalf of the Hinsdale South Athletic Club, I would like to request approval to hold the 1<sup>st</sup> Annual Hornet Run, 5k Run/ 1 Mile Walk, on Sunday, April 18, 2010 beginning at 8:30 a.m.

We request approval to use the right half of the involved streets for the Hinsdale South Athletic Club. The 5K race will begin at the northwest corner of Darien Community Park and will proceed along the following route: 71<sup>st</sup> Street to Richmond Avenue; south on Richmond Avenue and following Cherokee Drive to Darien Lane; north on Darien Lane and following Timber Lane to Seminole Drive; north on Seminole Drive to 71<sup>st</sup> Street, west on 71<sup>st</sup> Street to Beechnut Lane and Hinsbrook Avenue; east on Hinsbrook Avenue to Wilmette Avenue; north on Wilmette Avenue to 69<sup>th</sup> Street; east on 69<sup>th</sup> Street to Bentley Avenue; south on Bentley Avenue to 71<sup>st</sup> Street; east on 71<sup>st</sup> Street to the northwest corner of Darien Community Park.

The 1-mile run/walk will proceed along the following route: 71<sup>st</sup> Street to Richmond; north on Richmond to Maple; east on Maple to Bentley; south on Bentley to 71<sup>st</sup> Street; east on 71<sup>st</sup> Street to northwest corner of Darien Community Park.

In order to ensure the safety of the runners, we also request Darien Police Department to redirect traffic away from the course of the 5k Run/ 1 Mile Walk. Since the Race is on a Sunday morning, we would not expect heavy traffic during the course of the run.

Sincerely,

Paul A. Schuster  
Hinsdale South Athletic Club  
2010 Hornet Run Chairman

## AGENDA MEMO

City Council

Meeting Date: December 21, 2009

-  
**Issue Statement**

Motion to rebating the local taxing districts for the increased utility tax amount for their current fiscal years.

-  
**Background/History**

I previously provided the Council with the request from the local taxing districts asking for the City to waive the utility taxes they pay based on the City's utility tax ordinance. The Council did discuss this item at a previous Council workshop but no formal action was taken. But the item was sent to the Committee for review. Attached is a copy of the [utility tax review](#) completed by staff.

The Committee focused on the following questions for:

1. *Should the City reimburse local taxing bodies for any utility tax increase they have to pay during their current fiscal years?*
2. Should the City exempt/reimburse local taxing bodies for all or a portion of future utility taxes they pay based on the City's utility tax ordinance?

-  
Regarding question #1, two of the committee members supported rebating the districts for the increased tax amount for their current fiscal years. One committee member supported rebating the entire tax amount based on a formula. Therefore, by a 2 to 1 vote the Committee **recommended rebating the districts for the increased tax amount for their current fiscal years.**

-  
Regarding question #2, no majority consensus was reached and therefore **no recommendation from the committee was approved.** Each committee member had a different opinion including:

- no rebate
- rebate only the increased amount
- rebate the entire amount based on a formula to be approved.

-  
If approved by the Council, staff will finalize the details as to the reimbursement process.

-  
**Staff/Committee Recommendation**

By a 2 to 1 vote the Committee recommended rebating the districts for the increased tax amount for their current fiscal years.

-  
**Alternate Consideration**

As directed by Council

**Decision Mode**

This item will be forwarded to the City Council for formal approval at the December 21st, 2009, Council meeting.

| <u>TOWN</u>            | <u>CONTACT</u>   | <u>DO UTILITY TAX RATES APPLY TO SCHOOL DISTRICTS AND OTHER TAXING BODIES?</u> |
|------------------------|------------------|--|
| <b>Burr Ridge</b>      | Lisa Scheiner    | YES  |
| <b>Clarendon Hills</b> | Jennifer Johnsen | YES  |
| <b>Downers Grove</b>   | Michael Baker    | YES  |
| <b>Hinsdale</b>        | Christine Bruton | YES  |
| <b>Lemont</b>          | Ben Wehmeier     | NO   |
| <b>Lisle</b>           | Kristine Curran  | YES  |
| <b>Naperville</b>      | Chris Smith      | YES  |
| <b>Westmont</b>        | Ronald Searl     | YES  |
| <b>Willowbrook</b>     | Garrett Hummel   | YES  |
| <b>Woodridge</b>       | Peggy Halik      |  |

| <u>District</u>           | <u>Current Annual Payment</u> | <u>New Annual Total Payment</u> |
|---------------------------|-------------------------------|---------------------------------|
| 66                        | \$520.00                      | \$1,720.00                      |
| 63                        | \$2,135.00                    | \$7,109.55                      |
| 61                        | \$5,530.00                    | \$18,417.00                     |
| park                      | \$5,700.00                    | \$18,921.00                     |
| lib.                      | \$796.00                      | \$2,651.00                      |
| DW Fire *                 | \$1,000.00                    | \$3,330.00                      |
| Tri State                 | \$1,356.00                    | \$4,515.48                      |
| HS High *                 | \$2,000.00                    | \$6,660.00                      |
| <b>TOTAL (*=estimate)</b> | <b>\$19,037.00</b>            | <b>\$63,324.03</b>              |